

AMENDED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT Paul and Ann M^cKinley, hereinafter called the Declarant, are the owners of all that certain real property located in Williamson County, Texas, described as follows:

BEING all the lots in CROSS COUNTRY ESTATES, a subdivision in Williamson County, Texas, according to the map or plat thereof as recorded in Cabinet No. L, Slide Nos. 100 - 101 of the Plat Records, Williamson County, Texas; as well as any resubdivision of any of the above described lots.

AND BEING all the lots in CROSS COUNTRY ESTATES SECTION II, Cabinet No. __, Slide Nos. __ - __ of the Plat Records, Williamson County, Texas; as well as any resubdivision of any of the above described lots.

AND BEING 68 acres of land of the John F Ferguson League in Williamson County, Texas, being more particularly described by the metes and bounds as recorded in Vol 2053, Page 628 - 629 of the Deed Records, Williamson County Texas, and incorporated herein by reference, a portion of the 68 acres being the existing CROSS COUNTRY ESTATES consisting of 5 lots and street right-of-way, and CROSS COUNTRY ESTATES SECTION II consisting of 21 lots including Runway and Street right-of-ways.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

WHEREAS, the property described above shall be conveyed only upon platting, but shall be so conveyed subject to the restrictions contained herein.

WHEREAS, the property described above is subject to that one certain Declaration of Covenants, Conditions, and Restrictions for Cross-Country Estates, dated the 25th day of July, 1995 of record in document number 9530875, Real Property Records of Williamson County, Texas to which instrument and its record reference is here made for all purposes; said Declaration being vacated, set aside, and replaced by this Amended Declaration of Covenants, Conditions, and Restrictions for Cross-Country Estates,

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

Owner

1.1 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential lot or portion of a residential lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

Properties

1.2 “Properties” shall mean and refer to that certain real property hereinbefore described.

Residential Lot

1.3 “Residential Lot” shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded as hereinbefore described, on which there is or will be built a single family dwelling. The term “Residential Lot” shall not include any Common Area nor any other reserves as shown on the said map or plat or as hereinafter reserved. It is anticipated that after all the lands are platted, approximately 40 residential lots will be included in all sections of this subdivision, and subject to these restrictions. “residential lot” shall also include such future residential lots in the subdivision.

Runway

1.4 “Runway” shall mean and refer to the runway and runway right-of-way, which is shown as Lot 20 on the Cross-Country Estates, Section II plat and subdivision map recorded as hereinbefore described.

Taxiway

1.5 “Taxiway” shall mean and refer to the taxiway right-of-way and easement, included in Lot 20 as hereinbefore described, and which provides access for each Residential Lot to the Runway.

Access Roads

1.6 “Roadway” shall mean and refer to the roadway right-of-way and easement, which is shown as Lot 21 on the Cross-Country Estates, Section II plat and subdivision map recorded as hereinbefore described, and which provides street access for each Residential Lot.

Declarant

1.7 “Declarant” shall mean and refer to CROSS COUNTRY ESTATES, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Residential Lot from Declarant for the purpose of development.

ARTICLE TWO
ARCHITECTURAL CONTROL

Architectural Control Committee

2.1 Declarant shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons, which committee shall serve at the pleasure of the Declarant, and shall be initially composed of ANN A. McKINLEY and PAUL C. McKINLEY, both of 2 Alberto Dumont Cove, Georgetown, Texas 78626 512/869-6522; and thereafter shall be

composed of the Board of Directors of the hereinafter described Homeowners' Association.

Approval of Plans and Specifications

2.2 No building, fence, wall, or other structure shall be commenced, erected, moved, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Residential Lot or Residential Lots be undertaken, until the plat plan and the plans and specifications of any and all improvements of whatever nature and kind showing the nature, kind, color, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to the harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

2.3 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had, unless within such thirty day period or any extension thereof, the Committee notifies the owner requesting approval that additional time to consider the request is required and specifying the date the Committee expects to be able to respond, which shall not be later than thirty (30) days from the Committee notice to Owner.

2.4 The applicant may appeal an adverse Committee decision to the Board of Directors who may reverse or modify such decision by a majority vote of the Directors.

ARTICLE THREE OWNER REQUIREMENTS

It is expressly understood that Cross Country Estates is an Airport Community, and that there will be aircraft operations on the runway and taxiways which are an integral part of the community. In an effort to maintain the integrity of the airport community, the Owner shall possess a valid FAA pilot certification. If the Owner is more than one person, then at least one member of the Owner group shall meet the pilot certification requirements. Minimum requirements are a Student Pilot's Certificate with solo stage sign-off by an FAA licensed flight instructor. "Lighter than air", rotorwing, and recreational pilot licenses are valid. Owner shall not sell Residential Lot or allow Residential Lot to be sold to any individual or group that does not meet this requirement. This requirement may be waived for specific individual cases by the Homeowners' Association.

ARTICLE FOUR EXTERIOR MAINTENANCE

In the event an Owner of any Residential Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Residential Lot and to repair, maintain, and restore the Residential Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

ARTICLE FIVE
USE RESTRICTIONS

Type of Buildings Permitted

5.1 All Residential Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Residential Lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than four (4) automobiles, and one hangar. A Hangar is defined as a garage designed for housing an aircraft. No secondary outbuilding or detached building, shall be permitted unless the same is 75% masonry and of the same exterior style as the primary dwelling. No hangar, shall be permitted unless the same is 10% (excluding the main hangar door) masonry and of the same exterior style as the primary dwelling, specifically, the siding and roofing materials shall be of matching materials. No secondary outbuilding or detached building, including hangar, shall be permitted to be constructed prior to construction of the residence.

Minimum Floor Area and Exterior Walls

5.2 Any single story residence constructed on said Residential Lots must have a ground floor area of not less than sixteen hundred (1600) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, garages and hangar. Any residence other than a single story residence must have not less than one thousand (1,000) square feet of ground floor living area, and not less than 1600 square feet total living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than seventy five per cent (75%) masonry construction except for one and one-half or two story houses, in which case, the first story shall be seventy five per cent (75%) masonry. The Architectural Control Committee reserves the right to grant a variance to such masonry requirement on a case-by-case basis should the style of architecture of a particular plan not be appropriate or compatible with such masonry requirement.

Exterior Lighting

5.3 Any exterior lighting caused or allowed to be erected on any residential lot by residential lot buyer shall be shaded so as to not create a nuisance to any other owner or occupier thereof.

Construction Period

5.4 Although there is no requirement that a residence or other improvement be constructed upon any residential lot, upon the commencement of the construction of any improvement, such construction of at least the exterior thereof shall be prosecuted with reasonable diligence to completion so that the aesthetics of the area are not disturbed by the appearance of an incomplete structure for an unreasonable period of time. For the purposes of this paragraph, a reasonable period of time to complete the construction of the exterior section of any structure shall be six months from commencement of the construction.

Hangar and Tiedown

5.5 Hangar floor area shall not exceed the floor area of the residence as defined in paragraph 5.2. The hangar may be detached, or integrated with the residence. Tiedown is limited to two aircraft with no hangar, or one aircraft outside in addition to the hangar.

Setbacks

5.6 No building shall be located on any Residential Lot nearer to the front lot line than fifty (50) feet, except for the front lot line on a cul-de-sac end, where the minimum setback is thirty-five (35) feet. No building shall be located nearer to the side street line than twenty-five (25) feet. There shall be no building constructed on any residential lot nearer than twenty (20) feet from the rear property line or from any side lot line. The access to all residential lots shall be across the front lot line and no residential lot shall be permitted direct access to Wilbur Wright Drive, except for residential lots 18 and 19 of Cross-Country Estates, Section II which do not have frontage on side streets, nor will any residential lot be permitted direct access to the runway except for residential lot 19. For the purpose of this covenant, eaves, steps, and open porches shall be considered part of the building. If two or more Residential Lots, or fractions thereof, are consolidated into a single building site, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Residential Lot.

Easements

5.7 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the owner situated within any such easement.

Noxious or Offensive Activities Prohibited

5.8 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No low-level flying stunts nor other hazardous activities will be permitted about the development. Each Owner is required to strictly observe all Federal, State and Local Statutes, regulations or Ordinances relative to the operation of civil aircraft, and is responsible for the actions of their guests. "Run-up" shall be done only at the ends of the runway, but in any event the run-up will not be done in such a manner such as to cause inconvenience or damage to the property of others.

Prohibited Residential Uses

5.9 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any Residential Lot at any time as a residence, either temporarily or permanently.

Signs

5.10 No signs of any character shall be allowed on any Residential Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Mineral Development Prohibited

5.11 No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash, and Garbage

5.12 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Materials such as plastics, which give off toxic chemicals, may not be incinerated.

Animals

5.13 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Residential Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Fences, Walls, Hedges and Utility Meters

5.14 No fence, wall, hedge or utility meter shall be placed, or permitted to remain on any Residential Lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

Shrubs and Trees

5.15 No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the edges of such intersecting streets and a line connecting such curbline at points 30 feet from their intersection, or in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above the ground level.

Trucks, Buses and Trailers

5.16 No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

5.17 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

5.18 It is agreed and understood that there shall be no water wells permitted to be drilled on any Residential Lot in the above described subdivision.

ARTICLE SIX
COMMON AREA

6.1 The Association, subject to the rights of the Declarant and Owners set forth in this Amended and Restated Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), shall pay all real property ad valorem and personal property ad valorem taxes and shall keep said premises in good, clean, attractive and sanitary condition, order and repair. Common Area is defined to include the Runway and Taxiways as included in Lot 20, as well as other areas that may be included in the future.

6.2 Subject to the provisions of the Amended and Restated Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Property interest and every Member shall have a right to enjoyment of the Common Area.

6.3 The Members' easements of enjoyment created hereby shall be subject to the following:

- a the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;
- b the right of the Association to suspend the right of an Owner to use the Common Area for any period during which any assessment against his Property remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member to use the said Common Area, for a period not to exceed sixty (60) days, for any other infraction of this Amended and Restated Declaration or the Rules and Regulations of the Association;
- c the right of the Association to mortgage any or all of the property constituting or the facilities constructed on the Common Area (except for the Runway, Access Roads and Taxiways as they now or may later exist, which may not be mortgaged) for the purposes of improvements or repair to the Common Area or facilities located therein pursuant to approval of a majority of the votes of the Members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose; however, the Directors shall have the power to approve or disapprove such mortgage by majority vote during the Development Period;
- d the right of the Association to dedicate or transfer all or any part of the Common Area (except for the Runway, Access Roads and Taxiways as they now or may later exist which shall not be dedicated or transferred) to any local public body, public agency, authority, utility or cable television company for such purposes and subject to such conditions as may be agreed to by a majority of the Members. However, the directors shall have the power to agree to such dedication or transfer by majority vote during the Development Period and no approval of the Members shall be required. No such dedication or transfer shall be effective unless an instrument signed by the appropriate Officers of the Association agreeing to such dedication or transfer, has been recorded in the Deed Records of Williamson County, Texas.
- e the right of the Association after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

6.4 Delegation of Use. Any Property Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the Members of his family, his guests, his tenants, or contract purchasers who reside on the property, subject to such general regulations as may be established from time to time by the Association.

6.5 The Runway, as it may be configured from time to time, is for the use, maintenance, enjoyment and benefit of the Members hereof.

6.6 All Members and their guests shall have the right to use the Runway and Taxiways for civil aircraft subject to limitations which may hereinafter be imposed by the Association and the terms, conditions, limitations and restrictions contained in this Declaration of Covenants,

Conditions and Restrictions. In addition, the Declarant, its successors and assigns, expressly reserve the right during the Development Period to grant permission to such other persons as it may elect to use the aforementioned facilities for the purpose of promoting and marketing the Property. The Declarant, its successors and assigns, shall have access rights across the north end of the Runway right-of-way to the remaining 25 +/- acres property east of the runway. Said access shall consist of a rectangle along the east edge of the runway right of way, beginning from the eastern boundary of the runway right-of-way extending west 50 feet in width, and beginning from the north end of the runway right-of-way extending south 300 feet in length.

6.7 The Association shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Runway, provided that such rules and regulations shall not conflict with any provision of this Amended and Restated Declaration and provided further that such rules and regulations shall be consistent with good safety practices and with all Federal, State and local statutes, rules and regulations and ordinances with respect to civil aircraft operations on private airport facilities. The use of the Runway within Cross Country Estates shall also be subject to the following:

6.8 No jet aircraft shall be allowed the use of the Runway at Cross-Country Estates

6.9 No aircraft shall be parked on any part of the Runway and all aircraft parked or left for any period of time unattended within Lots shall be securely tied down. If any aircraft is found within any Lot, not tied down and unattended, the Association or the Declarant or its agents may, but are not obligated to secure it at the expense of the Owner of said aircraft.

6.10 The Association shall have the right to withhold from, restrict or charge an individual assessment for the use of the Common Area, including the Runway to any Owner:

- a who is in default in the payment of any assessment fee; or
- b who, in the judgment of the Board of Directors of the Association, uses the Common Areas or his aircraft in a negligent manner or in a manner harmful to the rights of other users; or
- c who, in general, violates the published rules and regulations of the Association.
- d Such individual assessments shall not exceed \$50.00 per use.

ARTICLE SEVEN EASEMENTS

Reservation of Easements

7.1 All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Cabinet No. L, Slide Nos. 100 -101 of the Plat Records of Williamson County, Texas, or will be reserved in future sections of the subdivision. No shrubbery, fence, or other obstruction shall be placed in any easement, street, or taxiway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of an utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE EIGHT
HOMEOWNERS' ASSOCIATION, ASSESSMENTS AND RULES

8.1 A "Homeowners' Association", hereinafter referred to as "The Association" is hereby created to be made up of all the residential lot owners of Cross Country Estates. A Governing Board of Directors of at least three (3) members shall be elected by the residential lot owners. The residential lot owners shall have one vote for each residential lot owned. "Residential Lot Owners" will include residential lot owners from future sections of the subdivisions contemplated by these restrictions. Election of Directors shall be made annually. The initial Board of Directors shall propose By-laws for the Association governing its operation which shall require the approval of a majority of the votes of the residential lot owners. Thereafter amendment of such By-laws shall require a three-fourths (3/4) vote of the residential lot owners.

8.2 Maintenance and Assessment of Private Roadway Easement within Cross Country Estates Subdivision.

- a The Association shall have the obligation to maintain, and levy and collect assessments for the maintenance of all internal private roadway easements located in Cross Country Estates, as those Private Roadway Easements are depicted on the final subdivision plat for Cross Country Estates, and any entry gates or other devices controlling access (the "Entry Facilities") to the Private Roadway Easements. The Association shall levy assessments (Private Roadway Easement Maintenance Costs) against each Residential Lot adjoining or benefiting from the Private Roadways for the cost of maintenance of the Private Roadways, Landscaping and the Security Facilities as The Association determines appropriate. The Private Roadway Easements shall not be dedicated to or maintained by Williamson County. Further, an express easement is hereby granted across the Private Roadways and any adjoining common areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, electrical and water utilities and cooperatives, solid and other waste material pick up.
- b The Private Roadway Easement Maintenance Costs shall be apportioned equally among Residential Lot owners, exclusive of any Declarant owned lots. Beginning January 1, 1999, the Private Roadway Easement Maintenance Cost shall be one hundred dollars (\$100) per Residential Lot per calendar year. The Private Roadway Easement Maintenance Cost shall be subject to adjustment by the vote of the Residential Lot owners as provided in this declaration. To secure payment of such charges as levied on the individual residential lots, there shall be reserved in each deed (whether specifically stated therein or not) by which the Declarant shall convey such Residential Lots, a vendor's lien for the benefit of The Association, said lien to be enforceable through appropriate proceedings at law: provided however that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted to and/or created for or at the instance of a valid purchase money lender to secure payment of funds advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Residential Lot.
- c Cross Country Estates has been platted as a private subdivision, therefore Williamson County will not assume responsibility for any road maintenance and the roads will remain private into perpetuity. A unanimous (100%) vote will be required for the Association to request that Williamson County accept the roads for maintenance, further the Association will be financially responsible for any improvements that will be required by Williamson County as a prerequisite for accepting the roads for maintenance.

8.3 The voting rights of any Owner who is more than 60 days delinquent on any sum owed to the Association shall be automatically suspended without notice. Such suspension of voting rights shall extend to general or special membership meetings, mail ballots, committee meetings, board meetings, and all other meetings.

8.4 Through the Board of Directors, the Association shall have authority to:

- a Declare and collect an assessment from each residential lot within the subdivision to provide funds for the maintenance of the common area and any improvements situated thereon and for such other purposes as shall be approved by the Homeowners' Association. Such assessment procedure shall be established by the By-laws and, if included, shall provide for the affixing of a lien against the property to enforce non-payment thereof, subject however, to the requirement that any such lien affixing procedure shall be subordinate to or shall in no manner adversely affect any mortgagee holding a valid lien upon the property, and subject further to the requirement that no assessment lien affixed upon the property shall be effective until a written notice of Lien Claim be filed in the Deed Records of Williamson County, Texas. The By-laws may provide for an enforcement procedure, including but not limited to the filing of suit for foreclosure of such Assessment Lien and the assessment of attorney's fees incurred to collect or enforce such delinquent assessments.
- b Contract for and pay for the maintenance of common areas, including the entries to the subdivision, roadbeds, and landscaping.
- c Promulgate rules and regulations governing the use of said common areas, expressly including reasonable safety rules for such common areas and amenities and the right to establish reasonable rules and regulations with respect to common area and/or amenities and the right to set fines and/or penalties for the enforcement thereof and in this respect the purchaser of each residential lot shall execute, acknowledge and deliver a performance Deed of Trust in favor of the Homeowners' Association to additionally secure the faithful performance of each residential lot owner's obligation to abide by such rules, regulations, and restrictions.
- d Serve as the Architectural Control Committee, as hereinabove established.
- e Notwithstanding the foregoing, the Association shall begin its operation at such time as Declarant shall have sold the last residential lot out of the property covered hereby or at the Declarant's option, at any time prior to the sale of the last residential lot. "Residential Lot" shall be defined to include residential lots in all future sections, including the entire acreage and platted residential lots described in these restrictions. Until the last residential lot is sold, upon beginning operation by the Association, Declarant shall have 3 votes for each residential lot he owns in the subdivision. At such time, Declarant will provide written notice thereof to each residential lot owner by regular United States Mail to the last address shown on the records of Declarant. Such notice will contain a place, date, and time of a meeting of residential lot owners for the purpose of electing the initial Board of Directors and such other business as may be brought before the meeting.

ARTICLE NINE GENERAL PROVISIONS

Enforcement

9.1 The declarant, the Homeowners' Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Attorneys's Fees

9.2 If a delinquent account or other violation is turned over to the Association's attorney, the delinquent Owner shall be liable for all attorney's fees incurred by the Association in collecting the account, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration and Bylaws. All such sums shall be a continuing lien and charge upon the delinquent Owner's Lot(s), as well as the personal obligation of said Owner: and this obligation may be enforced in the same manner and to the same extent as provided herein for Assessments.

Severability

9.3 Invalidation of any one of these covenants or restriction by judgement, court order or failure to enforce shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

9.4 The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, the Homeowners' Association or the Owner of any Residential Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years for the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first 20 year period by an instrument signed by not less than 90 percent of the Residential Lot Owners; during any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declarations may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 percent of the Residential Lot Owners. No amendment shall be effective until recorded in the Deed Records of Williamson County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by Said Declarant, this ___th day of _____, 1998

PAUL C. MCKINLEY

ANN A. MCKINLEY

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared PAUL C. McKINLEY and ANN A. MCKINLEY, Owners of Cross Country Estates known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the ___th day of September, 1998.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:_____

The present owners and holders of property within Cross-Country Estate do by the execution of this instrument join in the above reservations, restrictions, easements, and covenants and agree and consent to vacate the original referenced reservations, restrictions, easements, and covenants and replace them with those contained in this instrument.

RUSSELL EWEN

NITA EWEN

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Russell Ewen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the __th day of September, 1998.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires:_____

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Nita Ewen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the __th day of September, 1998.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires:_____