

DEED RESTRICTIONS, COVENANTS, AND CONDITIONS

STATE OF TEXAS           §

COUNTY OF AUSTIN       §

This declaration is made on the date hereinafter set forth by Ranch Country of Texas, Inc. hereinafter called "Declarant."

RECITALS

Declarant desires to place certain restrictions, covenants, conditions, stipulations, and reservations upon, and against such property in order to establish a uniform plan for the development, improvement, use, and sale of such property, and to insure the preservation of such property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the three (3) residential tracts located within the bounds of the property described and as shown on the attached plat and marked Exhibit A.

NOW, THEREFORE, Declarant does hereby adopt, establish, and impose the following restrictions, reservations, covenants, and conditions upon all tracts as defined herein, which shall be binding upon and inure to the benefit of Declarant and each owner or future owner of the property.

1. The use of the tracts is for single family residential, and no commercial endeavors shall be permitted, nor shall signs advertising such endeavors be permitted, whether or not the commercial activity is on the subject property.
2. Only site built homes of 1600 square feet or more shall be permitted to be constructed on tracts 1 through 4. The front property line set back shall be a minimum of two hundred feet. The side property line set back shall be a minimum of seventy-five feet.
3. Cattle, horses, poultry, and other farm animals and exotics are allowed, providing that all such stock is confined within the owner's property, and that they are maintained in a manner not offensive to the neighborhood. All domestic animals are to be kept leashed or otherwise retained on the property. All FFA and 4-H projects are allowed if maintained in such a manner as to prevent health hazards and not be offensive to the neighborhood.
4. No oil drilling, or development, operations, refining, nor any other surface activity associated with the recovery of oil, gas, or other minerals shall be permitted.
5. No tract or improvements thereon shall ever be used for any purpose that is immoral or illegal or in any manner that may become an annoyance or nuisance to the neighborhood.
6. No building or fences shall be erected, placed, or altered on any tract until the external design and location thereof have been approved in writing by the Declarant, or his successors, provided, however, that if the Declarant fails to approve or disapprove of such location and design within thirty days after such plans have been submitted, such approval shall not be required.
7. The covenants and restrictions herein provided shall run with the land and shall be binding upon all owners of the tracts and upon all owners and persons claiming under them for a period of twenty years from the date of recording of this instrument, after which the covenants and restrictions shall automatically be extended for successive periods of ten years each, unless by vote of the majority of the then record owners vote to alter, rescind, or modify same in whole or in part.

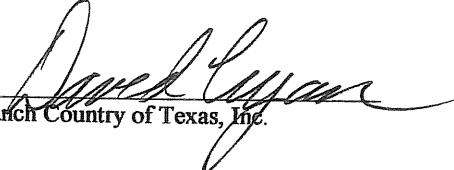
8. Grass, vegetation, and weeds on the front of each tract shall be cut as often as necessary to maintain same in a neat and attractive manner. If the owner of any tract fails to do so, Declarant or its' agent may have same cut and the owner thereof shall be obligated to pay for the cutting thereof. However, until such time as the owner may chose to build a residence of said property, such requirements for mowing shall be waived.
  
9. No tent, trailer, shack, corrugated tin building, or other temporary structure shall be ever erected on any tract in an area visible from the public roadways, or in front of any building set-back line, or in a location that would be visible and offensive to other property owners. Likewise, no garage or other outbuilding shall be used for human habitation, except when such use may be considered temporary in nature. However, one temporary structure may be placed on the property in connection and in conjunction with the construction of a permanent residence, provided, however, that said temporary structure shall, within ninety days of completion of the permanent home upon such tract, be removed in it's entirety. Construction on any home started shall be completed within twelve (12) months of start date. If owner shall fail to remove said temporary structure within the ninety day period, Declarant or its' agent reserves the right of ingress and egress for the purpose of removing or causing to be removed, at the owner's expense, said temporary structure, and owner shall hold Declarant absolutely harmless for any damage done to premises or improvements caused by such removal.

These restrictions, covenants and conditions may be amended, or dissolved at any time by a majority vote of the record property owners and may be evidenced by recording an appropriate instrument signed and acknowledged by a majority of the owners of the property in the Deed Records of Austin County, Texas.

These restrictions shall be construed as covenants running with the land and are enforceable by the Declarant, or on behalf of any one or more of the owners of the described land, their heirs or assign.

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Purchaser

  
Ranch Country of Texas, Inc.

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Purchaser