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DECLARATION OF RESERVATIONS

BAR-K RANCHES

48-0667

COUNTY OF TRAVIS, TEXAS

THIS DECLARATION, made this 9th day of September, 1971, by Bar-K Corporation, a Texas corporation, having a principal office at Austin, Texas, (hereinafter referred to as the "Declarant").

WHEREAS the Declarant is the owner of that certain tract known as Bar-K Ranches, Travis County, Texas according to a plat thereof recorded in the Plat Records of said County, as follows:

Flat One - Volume 55, Page 57; and,

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion of the lots in said Tract above described, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers or users of the lots in said Tract; and,

WHEREAS, Declarant may at any time hereafter, commit, cause or permit to be committed to this Declaration, certain additional land situated in Travis County, Texas, as Declarant may elect in the exercise of its sole discretion; and, whereas, in the event Declarant elects to commit, cause or permit any such land to be committed to this Declaration, Declarant shall file, cause or permit to be filed of record in Travis County one or more plats meeting the formal requirements set forth in this Declaration; and,

WHEREAS, this Declaration shall cover and be applicable only to such land which Declarant shall commit, cause or permit to be committed to this Declaration by the filing of a plat or plats meeting the formal requirements set forth in this Declaration;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, Declarant hereby certifies and declares that Declarant has and does hereby establish as a general plan ("Plan") for the subdivision ("Subdivision") known as Bar-K Ranches the following conditions ("Conditions") for the protection, maintenance, development and improvement of all land ("Subdivision Land") described in and covered by any plat or plats which Declarant may at any time hereafter file of record in Travis County provided, each Plat shall

DEED RECORDS
Travis County, Texas

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meet the formal requirements set forth below.

(1) Formal Requirements:

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1.1 The Formal Requirements of a Plat filed under and pursuant to this Declaration and for the purpose of committing the land covered thereby to this Declaration are as follows:

(a) The Plat shall be executed by Declarant or any person or entity acting by, through and under the authority of Declarant as set forth herein, and be filed for record in Travis County.

(b) The Plat shall contain the plat of a survey of the land covered thereby and shall be certified by a licensed public land surveyor or registered professional engineer of the State of Texas, and shall in all other respects conform to the filing requirements of the Clerk of Travis County, Texas.

(c) The Plat shall contain an appropriate reference note thereon which shall indicate at least the volume and page where this Declaration is filed of record in the office of the County Clerk of Travis County, Texas, and shall designate the permitted use classification to which each of the lots within the Plat is restricted under this Declaration.

(d) The Plat shall subdivide the land covered thereby into one or more lots which shall be restricted R-1, R-1M, R-2, R-4, R-6, or C-2 or otherwise, as set forth in the Conditions of this Declaration or into one or more tracts which may be unrestricted at the time of filing of the plat.

(e) The Plat may dedicate to public or private use easements for roads, streets, utilities and the like in the sole discretion of Declarant.

1.2 All Subdivision Land shall be owned, held, leased, sold or conveyed by Declarant, and any subsequent owner of all or any part thereof or any right, title or interest therein, subject to this Declaration and the Conditions hereof. This Declaration and the Conditions hereof are designed for the mutual benefit of the lots or tracts in the subdivision Land or any part thereof, including, without limitation, each and every Lot or Tract into which the same may be subdivided, and shall be binding upon and inure to the mutual benefit of each and every Owner

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thereof, or any part thereof, or any right, title or interest therein.

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This Declaration and the Conditions hereof shall constitute covenants running with the applicable Subdivision Land or any part thereof, including, without limitation, each and every Lot or Tract into which the same may be subdivided as provided herein, and shall constitute a mutual covenant and mutual equitable servitude burdening each part of said Subdivision Land and inuring to the mutual benefit of each other part thereof.

1.3 The term "Owner" shall mean the owner of fee simple title to the Subdivision Land or any part thereof, including without limitation, any Lot or Tract. The term Owner shall include Declarant if and to the extent Declarant is owner of fee simple title to the Subdivision Land or any part thereof. In the case of a contract for deed or similar instrument ("Contract for Deed") in which Declarant is the owner of fee simple title to the Lot or Tract described therein and is Seller in said Contract for Deed and a third party is Buyer in said Contract for Deed, Declarant shall be deemed to be the Owner of the Lot or Tract described in said Contract for Deed until all obligations provided for in said Contract for Deed have been fully performed, whereupon said third party (Buyer) or the heirs, successors, assigns or legal representatives of said third party (Buyer) shall be deemed to be the Owner of said Lot or Tract.

1.4 The term "Land" shall be synonymous with "Subdivision Land", and shall mean Lot or Tract, as the case may be.

(2) Committee of Architecture:

2.1 Declarant shall appoint initially a Committee of Architecture ("Committee") consisting of three (3) members ("Members") who shall be natural persons.

2.2 The Members shall serve at will of Declarant, and the Declarant shall have the right and power at any time to create and fill vacancies on the Committee.

2.3 Declarant shall have the right, at its election at any time, to transfer the power of appointment of the Committee to any persons or civic group. In such event, all rights and obligations of Declarant to appointment of the Committee shall thereupon terminate and shall thereafter be vested in the assignee of such power; provided, that in the event such

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assignee should fail or refuse to exercise the power, Declarant shall have the right but not the duty to exercise the power of appointment of the Committee.

2.4 It shall be the general purpose of the Committee to provide for maintenance of high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

2.5 The Committee shall be guided by and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. The judgment of the Committee shall be final, conclusive and binding.

The Committee shall make available a copy of this Declaration to any Owner upon request, at the expense of such Owner.

2.6 The Committee shall determine whether there is compliance with the Conditions contained in this Declaration; however, no act or failure or refusal of the Committee to initiate action to challenge an actual or threatened violation of this Declaration and the Conditions or otherwise to act on its own initiative shall be deemed to constitute waiver of any right or duty of the Committee at any time thereafter to initiate such action or enforce compliance with this Declaration and the Conditions. The Committee may act or refuse to act in any actual or threatened violation of this Declaration and the Conditions, all in the exercise of its sole discretion.

2.7 The Committee shall adopt reasonable rules and regulations for the conduct of its duties. In this connection, without limitation, the Committee may fix the time and place for its regular meetings, and for such special meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any Lot or Tract Owner upon the written consent of any one of the Members of said Committee. Said Committee shall by a majority vote elect one of its members as Chairman and one of its members as Secretary, and the duties of such Chairman and Secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by majority vote and none of said rules or regulations shall be deemed

to be any part of said Conditions.

(3) Conditions:

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The additional conditions of this Declaration are as follows:

3.1 Each Lot or Tract shall be restricted to one of the following classifications ("Classifications"):

- R-1 - Single Family Residential District.
- R-1M - Single Family Residential Mobile Home District
- R-2 - Two Family Residential District
- R-4 - Multiple Residential District.
- R-5 - Apartment, Townhouse and Cottage District.
- C-2 - Commercial District

Declarant may at any time add additional Classifications by executing and recording one or more supplements to this Declaration, designating and defining such Classification; provided, such supplement is filed at or prior to the actual usage of Subdivision Land for uses permitted under such additional Classification.

3.2 Each Classification shall be binding as to Lot or Tract usage subject to the other provisions as set forth in this Declaration and the Conditions.

3.3 Declarant reserves the right at any time to resubdivide or reclassify any or all Lots or Tracts which are then owned by Declarant if and to the extent Declarant deems such action necessary and desirable, in the sole discretion of Declarant. In such event, Lots or Tracts shall be deemed to be resubdivided and reclassified when Declarant files an amended Plat reflecting such resubdivision or redesignation in Travis County. Declarant may exercise the right to resubdivide or reclassify Lots or Tracts which are then owned by Declarant even though Declarant shall have previously sold or contracted to sell other Lots or Land in the Subdivision. This subsection shall never be deemed to authorize Declarant to resubdivide or reclassify any Lot or Tract owned by Declarant which is subject to an outstanding Contract for Deed or similar instrument in favor of a third party.

3.4 Declarant hereby reserves a right of way and easement 15 feet wide along the rear lot lines of each Lot and 5 feet wide over all other perimeter boundaries of each Lot, together with an unobstructed easement above the same for any or all utilities and drainage, including,

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without limitation, television or communication cables; provided, that where said utility and drainage easements are shown on the applicable Plat in different widths or locations, the width or location of such easements on the Plat shall control. Declarant reserves the right to assign or dedicate, assign or convey said utility or drainage easements and any rights and interests therein at any time in Declarant's sole discretion. This right shall run with the land for the time herein provided and as may be extended.

3.5 Improvement Standards:

The following provisions shall be applicable to all Subdivision Land regardless of Classification.

A. Structural

A.1 No building, fence, patio, boat dock, or other structure shall be erected, altered, added to, placed or permitted to remain on any Lot or tract until and unless three sets of the plans showing floor areas, external design, structural details and plot plan showing the ground location of the intended structure have been first delivered to and approved in writing by the Committee as to, but not limited to, the external design including color and quality, the conformity and harmony with existing or proposed structures in the Subdivision and the height of the structure insofar as it may obstruct the view of the surrounding Lots, the location of the structure on the Lot, the quality and type of materials and aesthetic qualities. No alterations in the exterior appearance of an existing building or structure shall be made without prior approval of the Committee. These requirements also extend to boat docks, ornamental structures, fences, walls, piers, including but not limited to the location, design, height, length and type of construction and to any and all structures over or in the water, any bulkheads or moving of soil in, or out of the water, or on land, which in the opinion of the Committee is a significant moving of soil. No natural drainage shall be changed, altered or diverted, without approval of the Committee. The Committee may require a reasonable fee prior to checking or appraising said plans. On any structure submitted for approval, the Committee may require changes, deletions, or revisions in order that the architectural and general appearance of all such buildings and grounds be in keeping with the architecture of the neighborhood and otherwise comply with the Conditions. All structures shall conform

to the requirements of the Uniform Building Code as published by the International Conference of Building Officials, current edition, and the requirements of the National Electrical Code, as published by the National Fire Protection Association, current edition, as a guide to sound construction and electrical installation practices and comply with the applicable laws, ordinances, rules and regulations of the governmental authorities having or asserting jurisdiction, including, without limitation, appropriate departments of the county in which property is located and the State of Texas, whichever are the more restrictive.

A.2 Notwithstanding any other provisions of this Declaration, it is and shall remain the right, prerogative and jurisdiction of the Committee to review applications and grant approvals and building permits for exceptions to and variations from this Declaration and the Conditions. Exceptions to and variations from this Declaration and the Conditions, and in general, other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare of or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee. Any exception or variation made or permitted by the Committee shall apply only to the specific instance for which such exception or variation is made or permitted, and shall not be deemed to apply to any other similar situation. Without limitation, the designated maximum building height and minimum yard requirements or any other provision herein, may be waived by the Committee, when in their opinion, such structures relate to sound architectural planning and conform to the overall design and pattern of the development.

B. Land Use Areas - General:

The following provisions shall be applicable to all property regardless of classification:

B.1 Advertising:

No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved lots, and no signs shall be erected or allowed to remain on any lots improved or unimproved except as expressly provided in the Uses Permitted paragraph of the particular type of land use area, provided, however, that a temporary permit

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for signs for structures to be sold or exhibited may be first obtained by application to the Committee. The Committee may approve the location of these signs within the front setback of the lot.

B.2 Air Conditioning Units:

No air conditioning unit, evaporative cooler, or other object shall be placed upon or above the roof of any dwelling or other building except and unless the same is architecturally concealed from view in plans submitted to and approved by the Committee and then only where to the full and sole satisfaction of the Committee the same is not aesthetically objectionable and is otherwise in conformity with the overall development of the Community.

B.3 Moorings, Piers or Docks:

No mooring, pier, dock or other device for swimming or boating shall be erected or installed except with the approval of the Committee and in accordance with the requirements of appropriate lake authorities. The maintenance or removal of any such device or installation shall at all times be subject to the requirements of said Committee or authorities.

B.4 Building Exterior:

The exterior portions of all buildings shall be painted or stained immediately upon completion or shall have color mixed in the final structural application, so that all such materials shall have a finished appearance.

B.5 Clothes Lines:

Clothes lines shall be installed so as not to detract from the aesthetic values of the property and shall be so placed to be concealed from view from all public right of way.

B.6 Dust and Erosion Control:

Under no circumstances shall the owner of any lot or parcel of land disturb the natural soil or grasses unless the owner immediately thereafter, constructs on, paves, gravels, or re-plants such disturbed areas with ground cover approved by the Committee.

B.7 Easements:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and

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maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any improvements in the easement area may be removed and replaced by the public authority or utility company, without liability, and at the expense of the owner. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B.8 Electrical Power:

No source of electrical energy shall be brought to the property or used upon the property until the Committee has approved plans and specifications for the erection of approved improvements upon any lot.

B.9 Nuisances:

No noxious or offensive activities 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.

B.10 Occupancy of Structures:

No structure shall be occupied or used for the purpose for which it is designed or built until the same shall have been substantially completed and a certificate to that effect shall have been issued by the Committee.

B.11 Plumbing:

All structures shall have completed and approved plumbing installations before occupancy. Such plumbing shall conform to the requirements of the Southern Standard Plumbing Code as published by the Southern Building Code Congress, current edition, as a guide to sound plumbing practices.

B.12 Storage of Materials:

In any building project, during construction and during the period of sixty (60) days after completion, a lot may be used for the storage of materials used in the construction of the individual buildings in the project and for the contractor's temporary offices, including chemical toilets. Said construction period shall not exceed one hundred twenty (120) days, unless an extension is specifically approved by the Committee.

B.13 Storage of Tools and Trash:

The storage of tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailer, empty or filled containers,

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boxes or bags, trash, materials, or other items that shall in appearance, detract from the aesthetic values of the property, shall be so placed and stored as to be concealed from view from all public rights of way. Trash for collection may be placed at the street right of way line on regular collection days for a period not to exceed twelve hours prior to pick up. Storage of junk, inoperative or unlicensed cars, and other unsightly objects on any lot or parcel is expressly prohibited.

B.14 Temporary Buildings:

No temporary buildings, including tents, shacks, shanties or other structures or trailers or mobile homes shall be erected or placed upon any lot except that mobile homes conforming to the requirements specified in the R-1M classification district set forth hereinafter may be erected or placed upon any lot classified and designated hereunder for usage as Single Family Residential Mobile Home (R-1M) and no temporary buildings, including basements, cellars, tents, shacks, shanties, garages, barns or other temporary outbuildings or other similar structures, shall at any time be used for human habitation.

B.15 Unnatural Drainage:

Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source, other than those which theretofore naturally flowed, to flow from his property onto any adjoining property or public right of way.

B.16 Drilling and Mining:

No water well, oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, without authorization of the Committee.

B.17 Use of Premises:

A person shall not use any premises in any land use area, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this Declaration.

B.18 Subdivision of Lots:

No lot or parcel of land shall be divided by the purchasers thereof, their heirs or assigns, into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted

by the Committee in accordance with the provisions of A-2 of this Declaration of Reservations.

B.19 LCRA Overflow Easement:

The Lower Colorado River Authority holds an easement to inundate and overflow any portion of the subdivision lying below the contour line 715 feet above sea level. Any such areas shall be subject to such easement, and all structures and improvements therein shall be constructed so as to accommodate any such inundation or overflow in a fashion approved by the Committee.

B.20 Livestock, Poultry and Pets:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and are not kept in quantities which create an annoyance or nuisance to the neighborhood.

B.21 Sewage Disposal Systems:

Where approved for such use, the design and construction of all individual sewage disposal systems shall be installed in compliance with health requirements of the local, county or district health department.

In the event a domestic sewer line is installed at some future date, then at such time, the lot or parcel owner shall make arrangements to connect to the sewer line pursuant to the rules and regulations of the regulating authority.

C. Land Use Areas - Residential:

In addition to the preceding provisions, the following shall be applicable to R-1, R-1M, R-2, R-4 and R-5 areas as defined herein:

C.1 Side Distances:

Fences, walls, hedges or shrubs may be erected or planted in rear or side yards to a height not exceeding six (6) feet, provided they shall not be closer than fifteen (15) feet to a public right of way line.

C.2 Garages and Carports:

In R-1 and R-2 zoned areas there shall be provided on the same building site at least one garage or carport per dwelling unit of a minimum size of 200 square feet per dwelling unit.

C.3 Spaces between Building - Passageways to Dwelling Units:

Where more than one building or a multiple dwelling is located on a lot, the following spaces and passageways shall be provided and maintained:

(a) There shall be at least ten feet between every single-family dwelling, two-family dwelling, multiple dwelling, boarding or rooming house or tourist court and any other building on the same lot. These regulations do not apply to required spaces between accessory building and other buildings on the same lot, which requirements are otherwise provided for by the provisions of C.4 of these Land Use Areas - Residential.

(b) There shall be a passageway at least ten feet in width extending from a street to one entrance of each dwelling unit in a multiple dwelling, unless there is an entrance to the dwelling unit open onto a public street or into a hallway opening onto a public street.

(c) Where dwellings or group dwellings are arranged around a court, the average width of the court shall be not less than twenty (20) feet. Such court may serve as the passageway for rear buildings or as the space between buildings.

C.4. Location of Accessory Buildings - in the R Land Use Areas:

The accessory buildings and structures necessary to such use may occupy not more than fifty (50) percent of a required rear yard, may not be more than fifteen (15) feet in height, and must be located at least ten (10) feet from the nearest part of a main building. No accessory building shall be erected closer than five (5) feet to the line of an abutting lot to the rear and no such building shall occupy any portion of a required front or side yard.

C.5 Side Yard Setback - Corner Lots:

In the case of a corner lot, there shall be a side yard setback on the street side of the corner lot of not less than the front yard requirements for the lots in the rear of such corner lot.

R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

The following uses and regulations shall apply in the R-1 Single Family Residential District unless otherwise provided in these reservations.

(1) Uses Permitted:

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(a) A Single-Family Dwelling.

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(b) The accessory building and structures necessary to such use.

(c) Maintaining mail address for commercial, professional and business license purposes only provided no stock in trade, supplies, nuisance producing apparatus or equipment are kept on the premises, and provided that no employees or assistants are engaged for said services on the premises and except as otherwise provided in this Section, no signs are displayed.

(d) One professionally made sign not to exceed one (1) square foot in area containing only the name and title or occupation of the occupant.

(e) One (1) professionally made unlighted sign not to exceed six (6) square feet in area advertising the premises for sale, lease or rent, located not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.

(f) Temporary sign not to exceed six (6) square feet in area giving the names of the contractors, engineers and architects during construction period.

(2) Maximum Building Height:

Not more than fifteen (15) feet above highest natural contour line of lot.

(3) Minimum Yard Requirements:

Except where there is specifically designated on the Subdivision Map, which specification shall control, the following shall apply:

(a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the furthest structural projection, including porches, but not including eaves, overhangs, planters or fireplaces.

(b) A principal structure shall provide total side yards of not less than fifteen (15) feet with not less than five (5) feet on one (1) side. Corner lots shall maintain a minimum setback of twenty-five (25) feet from the side street line.

(c) A rear yard shall be maintained of at least twenty-five (25) feet from the property line to the nearest building line, excepting fences, walls, and hedges when used as a property or boundary

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line separation.

(4) Maximum Area of Dwelling:

Notwithstanding uses permitted herein, no more than fifty (50) percent of the total lot area shall be used for the Dwelling and other structures. 48-0680

(5) Minimum Dwelling Unit Size:

All residences shall require not less than the following number of square feet of floor area, including carport, garage, covered porches, covered contiguous patios or similar structures on the lots as specified below, or as specified on future recorded plats, with minimum of eighty percent (80%) of such floor area in the dwelling portions thereof.

1,000 square feet: None appearing on plats recorded as of date of this Declaration.

1,200 square feet: Lots 1001 through 1053

1,800 square feet: None appearing on plats recorded as of date of this Declaration.

R-1M SINGLE FAMILY RESIDENTIAL MOBILE HOME DISTRICT

The following uses and regulations shall apply in the R-1M Mobile Home District unless otherwise provided in these Reservations.

(1) Uses permitted:

(a) A single-family mobile home dwelling on a lot, except that "double trailers" such as "double tens" and "double twelves" or an expanding unit designed to form one complete dwelling may be placed on a lot.

(b) A cabana, ramada, patio slab, carport, and a small utility closet not larger than 7' X 9', the plans and designs of which shall be subject to the prior written approval of the Committee.

(c) Maintaining mail address for commercial, professional and business license purposes only, provided no stock in trade, supplies, nuisance producing apparatus or equipment are kept on the premises, and provided that no employees or assistants are engaged for said services on the premises, and except as otherwise provided in this Section, no signs are displayed.

(d) One (1) professionally made sign per dwelling unit not to exceed one (1) square foot in area containing only the name and title or home occupation of the occupant.

(e) One (1) professionally made unlighted sign not to

exceed four (4) square feet in area advertising the premises for sale, lease or rent, located not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.

(2) Maximum Mobile Home Height:

One level not to exceed fifteen (15) feet.

(3) Minimum Yard Requirements:

Except where there is specifically designated on the Subdivision Map, which specification shall control, the following shall apply:

(a) Front yard setbacks shall conform to a minimum depth of ten (10) feet from the front property line to the furthest structural projection, including porches, but not including awnings, overhangs or planters.

(b) A side yard setback shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of forty (40) inches from awnings or other projections to the side property line. Corner lots shall maintain a minimum setback of ten (10) feet from the side street line.

(c) A rear yard shall be maintained of at least fifteen (15) feet from the property line to the nearest building line, excepting fences, walls, and hedges when used as a property or boundary lines separation.

(4) Maximum Area of Dwelling:

Notwithstanding uses permitted herein, no more than fifty percent (50%) of the total lot area shall be used for the mobile home and other structures.

(5) Subdivision of Lots:

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee in accordance with provisions of A-2, in paragraph 3.5 of this Declaration.

(6) Minimum Dwelling Unit Size:

All mobile homes shall require not less than seven hundred (700) square feet of floor area for any single family mobile home including contiguous patios, cabana, ramada, carport or similar structure with a minimum

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floor area of five hundred (500) square feet for the living area in the dwelling portion of the mobile home.

In addition to the preceding restrictions the following shall be applicable to the R-1M Land Use District as defined in this Declaration:

(1) No mobile home, building, addition, accessory, fence, wall, patio, or other improvement shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, location, and approximate cost of such structure or improvement have been submitted to and approved in writing by the Committee.

(2) Mobile Homes - Size - Plumbing Systems:

No mobile home may be placed on any lot until approved in writing by the Committee as to size, condition and appearance. Said mobile homes must have complete sanitary facilities, including among others a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state or county health requirements. The plumbing shall conform to the requirements of the Southern Standard Plumbing Code as published by the Southern Building Code Congress, current edition, as a guide to sound plumbing practices.

(3) Tie Down of Mobile Homes:

Each mobile home shall be securely anchored at each corner by a chain of not less than 3/8" to a buried block of concrete anchor weighing not less than 300 pounds or the equivalent thereof.

(4) Garages and Carports:

Garages and carports are not required but may be constructed on a lot with the prior written approval of the Committee.

(5) Spaces Below Mobile Homes - Enclosed:

Space between mobile homes and ground or slab must be enclosed with matching metal, masonry or such other material as shall be approved by the Committee.

(6) Awnings:

Open and closed awnings shall be permitted, the size, design and placement of which shall be subject to the approval of the Committee.

(7) Mail Boxes:

Mail boxes shall be only of a design approved by, and installed in a location designated by the Committee.

R-2 TWO FAMILY RESIDENTIAL DISTRICT

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The following uses and regulations shall apply in the R-2 Two Family Residential District unless otherwise provided in these reservations.

(1) Uses Permitted:

- (a) Any use permitted in the R-1 area.
- (b) Two-Family Dwelling or two (2) Single Family Dwellings.
- (c) The accessory building necessary to such use located on the same lot or parcel of land.
- (d) One (1) professionally made sign per dwelling unit of not to exceed one (1) square foot in area containing only the name and title or home occupation of the occupant.
- (e) One (1) professionally made unlighted sign of not to exceed six (6) square feet in area advertising the premises for sale, lease or rent, located not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.
- (f) Temporary sign of not to exceed six (6) square feet in area giving names of the contractors, engineers, and architects during construction period.

(2) Maximum Building Height:

Not more than fifteen (15) feet above highest natural contour line of lot.

(3) Minimum Yard Requirements:

Except where there is specifically designated on the Subdivision Map, which specification shall control, the following shall apply:

- (a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the nearest structural projection, including porches, but not including eaves, overhangs, planters or fireplaces.
- (b) A side yard setback shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of forty (40) inches from eaves or other projections to the side property line. Corner lots shall maintain a minimum setback of twenty-five (25) feet from the side street line.
- (c) A rear yard shall be maintained of at least twenty-five

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(25) feet from the property line to the nearest building line, excepting fences, walls, and hedges when used as a property or boundary line separation.

(4) Maximum Area of Dwelling:

Notwithstanding uses permitted herein, no more than fifty percent (50%) of the total lot area shall be used for the Dwelling and other structures.

(5) Minimum Dwelling Unit Size:

All two-family residences shall require not less than nine hundred fifty (950) square feet of floor area for each unit including carport, garage, covered porches, covered contiguous patios or similar structures with a minimum area of seven hundred fifty (750) square feet for living area in the dwelling portion of each unit.

R-4 MULTIPLE RESIDENTIAL DISTRICT

The following uses and regulations shall apply in the R-4 Multiple Residential District unless otherwise provided in these reservations.

(1) Uses Permitted:

- (a) Any use permitted in the R-1 or R-2 areas.
- (b) Multiple-Family Dwellings or Apartment Houses.
- (c) The accessory buildings necessary to such use located on the same lot or parcel of land.
- (d) One (1) professionally made sign of not to exceed four (4) square feet in area containing only the name and title or occupation of the occupant.
- (e) One (1) professionally made unlighted sign of not to exceed six (6) square feet in area advertising the premises for sale, lease or rent, located not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.
- (f) Temporary sign not to exceed six (6) square feet in area giving the names of the contractors, engineers, and architects during construction period.

(2) Maximum Building Height:

Two levels not to exceed thirty (30) feet.

(3) Minimum Yard Requirements:

Except where there is specifically designated on the Subdivision

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Map, which specification shall control, the following shall apply:

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(a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the furthest structural projection, including porches, but not including eaves, overhangs, planters or fireplaces.

(b) A side yard setback shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of forty (40) inches from eaves or other projections to the side property line. Corner lots shall maintain a minimum setback of twenty-five (25) feet from the side street line.

(c) A rear yard shall be maintained to at least fifteen (15) feet from the property line to the nearest building line, excepting fences, walls, and hedges when used as a property or boundary line separation.

(4) Maximum Area of Dwelling:

Notwithstanding uses permitted herein, no more than fifty (50) percent of the total lot area shall be used for the Dwelling and other structures.

(5) Minimum Automobile Parking Requirements:

One and one-half (1-1/2) off-street parking spaces for each two (2) bedroom or more dwelling units or one (1) off-street parking space for each one (1) bedroom unit or bachelor apartment. A full parking space shall be provided in each instance where a fractional space would otherwise be required. Under no circumstances will any parking be permitted within the setback areas adjacent to streets.

(6) Minimum Dwelling Unit Size:

Each and every dwelling unit on the premises shall consist of at least seven hundred fifty (750) square feet of living area.

R-6 APARTMENT, TOWNHOUSE & COTTAGE DISTRICT

The following uses and regulations shall apply in the R-6 Apartment, Townhouse and Cottage District unless otherwise provided in these reservations:

(1) Uses Permitted:

- (a) (1) Apartments

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(ii) Townhouses

(iii) Cottages

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(b) Any uses permitted in the R-4 Area of this Declaration of Reservations with the following exceptions:

(i) All lots or parcels of land shall be used for apartments, townhouses or cottages, individually owned or condominium.

(ii) Each apartment, townhouse and cottage residence may have appurtenant thereto a two-car carport and golf cart storage area or such carports and golf cart storage areas may be a part of the common elements.

(iii) Accessory buildings or structures necessary to such use may be erected upon the same lot or parcel subject to the approval of the Committee.

(iv) Any signs erected shall conform to Paragraph 3.5 (B.1) the requirements of Residential Land Use Areas - General of these reservations.

(2) Maximum Building Height:

Not more than twenty-five (25) feet above highest natural contour line of lot.

(3) Minimum Yard Requirements:

Same as in the R-4 area except that front and rear setbacks shall be twenty (20) feet.

(4) Maximum Area of Dwelling:

Notwithstanding uses permitted herein, no more than sixty percent (60%) of the total lot area shall be used for the dwelling units and other structures.

(5) Minimum Automobile Parking Requirements:

One and one-half (1-1/2) parking spaces for each two (2) bedroom or more dwelling units or one (1) parking space for each one (1) bedroom unit or bachelor apartment. A full parking space shall be provided in each instance where a fractional space would otherwise be required. Under no circumstances will any parking be permitted within the setback areas adjacent to streets.

(6) Minimum Dwelling Unit Size:

(a) Apartments. Each and every dwelling unit on the premises

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shall consist of at least seven hundred fifty (750) square feet of living area.

(b) Townhouses. Each and every dwelling unit on the premises shall consist of at least twelve hundred (1200) square feet of living area.

(c) Cottages. Each and every dwelling unit on the premises shall consist of at least fourteen hundred (1400) square feet of living area.

C-2 GENERAL COMMERCIAL DISTRICT

The following uses and regulations shall apply in the C-2 General Commercial District unless otherwise provided in these reservations.

(1) Uses Permitted:

(a) Retail or wholesale stores or businesses not involving any kind of manufacture, processing, treatment or products other than that which is clearly incidental to the retail or wholesale business conducted on the premises.

(b) Automobile parking areas.

(c) Automotive service stations (including super-service stations), where approved by Committee.

(d) Public utility or public services buildings, structures and uses.

(e) Restaurants, tea rooms, and cafes, including on and off premises sale of alcoholic beverages.

(f) Theatres or auditoriums (except for drive-in theatres).

(g) Such other types of retail and wholesale businesses shall be permitted where in the sole opinion of the Committee, such businesses are compatible with the uses permitted above and with other businesses conducted or planned for the immediately adjacent areas.

(h) The accessory buildings and structures necessary to such use located on the same lot or parcel of land.

(2) Maximum Building Height:

Two levels not to exceed a maximum building height of twenty-five (25) feet.

(3) Storage of Materials:

The storage of supplies and equipment, boxes, refuse, trash, materials, machinery or machinery parts, or other items that shall in

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appearance detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the general public.

(4) Maximum Area of Building:

Building area shall not exceed sixty percent (60%) of the lot area, or the designated building lines as shown on the recorded plat, whichever area is greater.

D. GENERAL PROVISIONS

(1) Duration:

The covenants and conditions of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and conditions are recorded, after which time the covenants and conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, has been recorded agreeing to change the covenants and conditions in whole or in part.

(2) Notices:

Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid, to the last known address of the person who appears as owner on the records of Declarant at the time of such mailing.

(3) Severability:

In the event that any of the provisions of this Declaration in each area of Land Use Regulations conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause or phrase of the conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that those remaining conditions and covenants herein contained would have been and are imposed, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall be or become illegal, null, or void.

(4) Enforcement:

If any owner of any lot in said property or his heirs, or assigns,

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shall violate or attempt to violate any of the conditions or covenants herein, it shall be lawful for any other person or persons, including Declarant, owning any other lots in said subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions or covenants and either to prevent him or them from so doing or to recover damages or other dues for each violation.

Provided, however, that a breach of any of the foregoing conditions or covenants shall not in anywise affect any valid mortgage or lien made in good faith and for value and not made for the purpose of defeating the purposes of such reservations and restrictions.

(5) Maintenance Fee and Property Owner's Association:

Each lot in BAR-K RANCHES shall be subject to an annual maintenance fee, payable January 1st in advance each year. Said fee shall be established and collected by Declarant, its successors or assigns, until the formation of a property owner's association as herein provided. Until the formation of such association, Declarant establishes said fee at Forty-eight (\$48.00) Dollars per lot, or dwelling unit thereon, whichever is greater. The fund shall be used for the purpose of improving and maintaining streets, parkways, easements, security protection and all other purposes necessary or desirable in the opinion of Declarant, its successors or assigns, or the property owner's association, to benefit the development. The property owner's association shall be formed when fifty percent (50%) of the lots in these and all subsequent sections of BAR-K RANCHES have been conveyed to the purchasers thereof.

The property owner's association shall act by majority vote and shall when established, succeed to the rights of the Declarant herein with respect to the appointment of the members of the Committee. All land owners in BAR-K RANCHES shall be members of the property owner's association. The obligation to pay the fees herein shall be secured by a lien on each lot in favor of the property owner's association when established, but it is expressly provided such lien shall in all respects be subordinate and inferior to any and all other liens previously or subsequently voluntarily placed on said lots by Declarant, its successors or assigns, or by owners of said lots.

IN WITNESS WHEREOF, BAR-K CORPORATION has caused its corporate name

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