

**RESTRICTIVE COVENANT AGREEMENT**

**FOR**

**1996**

**ROLLING CREEK SUBDIVISION**

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS B & M LAND AND CATTLE COMPANY PARTNERSHIP, a Texas general partnership, (herein called "Developer"), acting herein by and through its general partners, MAX BARANOWSKI, JR., and BARBARA BARANOWSKI, is the owner of ROLLING CREEK SUBDIVISION, a subdivision of the surface estate only of approximately 251.242 acres, more or less, out of and a part of the Henry Cheves Survey (A-23) of Washington County, Texas and the Henry Cheves Survey (A-25) of Austin County, Texas; all as more fully described herein;

AND WHEREAS the Developer deems it beneficial to the use, occupancy and value of the properties comprising the Subdivision to impose a common plan and scheme of Restrictive Covenants applicable thereto, so that there exists a uniform plan for the improvement and development of the Subdivision and, to that end, the Developer desires to and does hereby impress and impose upon the lands comprising the Subdivision a universal and mutual scheme of restrictive covenants, each of which covenants shall run with the land and shall bind the Developer and each and all persons now and hereafter owning or claiming any interest in the Subdivision, or any part thereof, for the period hereafter specified; such covenants constituting reciprocal negative easements upon the subject property, and which said Restrictive Covenants shall inure to the benefit of and be enforceable by the Developer and each Owner of property in the Subdivision; all of whom and their respective heirs, successors and assigns are bound by these covenants and restrictions.

NOW, THEREFORE, to effect such ends, and in consideration of the covenants, agreements, restrictions and reciprocal negative easements herein set forth, the Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, restrictions and limitations (collectively, the "Restrictive Covenants") governing the conveyance, use, condition, improvement and occupancy of all of the lands contained within the Subdivision and each contract, deed and all other instruments which may be hereafter executed with regard to any of the tracts located in the Subdivision; and each and all of the same shall be conclusively deemed to have been executed, delivered and accepted subject to the Restrictive Covenants and other provisions contained herein (regardless of whether or not the same are set out in full or by reference in said instrument), to-wit:

I.

### DEFINITIONS

1.01 Owners. "Owner" or "Owners" as used herein shall refer to:

- (a) The undersigned Developer and each and all persons who may now or hereafter be a record owner of any estate, interest or title in and to any portion of the surface estate of the lands contained within the Subdivision;
- (b) Any owner of any estate, interest or title to any subject property who shall later join in the execution of these covenants by later instrument, either adopting, ratifying, confirming, taking subject to or accepting the mutual and universal scheme of restrictive covenants created herein and imposing same upon properties owned by such party, including but not limited to any document which constitutes a counterpart of this restrictive covenant agreement or refers to or incorporates this restrictive covenant agreement by reference; and,
- (c) All persons claiming any right, title or interest in a subject property by, through or under an Owner who has joined in execution of this instrument, or who has ratified or adopted such restrictions by later instrument, as aforesaid, and the heirs, assigns, executors, administrators and successors of such an owner.

1.02 Subject Property. The terms "lot", "Subject Property", "subject property" and "ROLLING CREEK SUBDIVISION", as used herein, shall mean and refer to the surface estate only of all that certain tract or parcel of land containing approximately 251.242 acres,

more or less, out of and a part of the Henry Cheves Survey (A-23) of Washington County, Texas and the Henry Cheves Survey (A-25) of Austin County, Texas, more fully described in Exhibit "A" attached hereto and hereby incorporated herein by reference for all purposes; and to each and every subdivision, modification, partition or redesignation of a Subject Property as may be permitted herein.

1.03 **Subdivision.** "Subdivision" as used herein refers to the aggregate of all of the Subject Property, meaning the entirety of the ROLLING CREEK SUBDIVISION, and each part thereof.

1.04 **Plat.** "Plat" as used herein shall mean and refer to each survey drawing or plat of the subject property and of each and every subdivision, modification, partition or redesignation of a Subject Property as may be permitted herein.

## II.

### SET BACKS, EASEMENTS, ARCHITECTURAL CONTROL, ETC.

2.01 **Set-Back Lines.** Subject to the right to consolidate two or more adjoining platted lots as provided in Paragraph 3.02 hereof, no residence, building or structure of any type shall be located on any lot nearer than twenty-five feet (25') to the common street lot line except lots which have building site limitations due to lot size, drainage or flooding in which event the ACC (as defined hereinafter in Paragraph 2.10) may grant a variance based upon such limitation. No other building, i.e., servant's quarters, detached garages, barns sheds and other outbuildings shall be located nearer to the front of the lot than the Residence. No building or permanent structure of any kind shall be located on any lot nearer than fifteen feet (15') to the side or rear lot lines, flood hazard boundary of any lot which extends to such flood hazard.

2.02 **Improvements.** No building or other improvements including without limitation, home, garage, covered patio, barn, shed, storage building, yard fences and outdoor lighting, shall be commenced, constructed, erected, or placed on any lot nor shall exterior additions and alterations therein be made, unless and until (i) a preliminary site plan showing work to be done is submitted in writing to the ACC, as herein defined, and (ii) the final working plans and specifications as to the nature, kind, shape, height, materials, location and exterior color schemes have been approved in writing by the ACC. The ACC shall have the right, free of charge, to retain one (1) copy of the final working plans and specifications. In the event the ACC fails to approve or disapprove the preliminary site plan within thirty (30) days after they have been submitted to the ACC for approval, approval thereof shall not be required and the provisions of this Paragraph shall be deemed to have been fully satisfied. Where any lot owner has neglected to submit preliminary and/or final working plans and specifications for approval, failure of the ACC to exercise the powers granted by this provision shall never be deemed a waiver of the right to do so either before or after a building or other improvement on any lot, or any exterior addition to or alteration thereof, has been completed.

All residences must include a carport or an enclosed garage (minimum of two car) of an architectural style similar to the residence. Side entry and rear entry carports and garages are encouraged. The garage or carport must be of the same architectural motif as the residence material which must be approved by the ACC.

Without prior written approval of the ACC, no exterior television or radio antennae of any sort shall be placed, allowed, or maintained upon any portion of the exterior of the improvements to be located upon any lot; provided however, a small satellite dish or roof mounted television antenna system which is no more than ten feet (10') above the peak of the roofing or the above the height of a standard chimney may be placed upon the Residence.

**2.03 Minimum Square Footage.** Any residence constructed in the Subdivision shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. All residences shall contain not less than two thousand (2000) square feet of living area (with not less than one thousand eight hundred (1,800) square feet of living area on the ground floor, exclusive of porches, breezeways, patios and garage). The width of each home must be at least sixty feet (60'), excluding a garage. Orientation of the residence on a lot shall be such that the elevation facing the road frontage of the lot must not appear to be the rear elevation. It is permissible for the residence to be situated on a lot in such a manner as to take advantage of the view afforded by the lot as long as it does not violate this requirement. When architectural design and placement on a lot dictate orientation to be other than the front of the house facing the road frontage, approval must be obtained from the ACC.

Any permitted servant's quarters and "mother-in-law" home must contain at total area of not less than 1,000 square feet of covered and enclosed living area on the ground floor, excluding porches, garages, patios, and the like.

**2.04 Reasonable Construction Period.** All exterior improvements, including residences, garages, barns, outdoor lighting and mailboxes must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residences or other structures is nine (9) months from the date the slab or foundation is poured or installed.

**2.05 Fences.** No owner of a lot shall be required to fence; however, in the event an owner of a lot chooses to fence his property, the following provisions shall apply:

- (a) Perimeter fencing and cross fencing. All perimeter fencing and cross fencing, excluding Yard Fencing as defined below, shall be constructed and maintained in a good and workmanlike manner. Such fencing shall be constructed of materials of the lot owner's choosing. Provided, however, in no event shall such fencing consist of razor wire, hurricane or chainlink materials or be constructed in a "game proof" manner.
- (b) Yard fencing, shall be deemed to be any fencing in close proximity to a residence which encircles or partially encircles the yard of a residence. Yard fencing which is visible from the main road shall not be constructed of hurricane or chainlink materials.

**2.06 Utility Easements.** Easements for constructing, maintaining, and repairing a system for light and power, telephone, and telegraph service to the Subdivision and the inhabitants thereof, for the purposes incident to the development and use of said Subdivision as a suburban community are reserved as shown in the Plat. To the extent preexisting utility

infrastructure is present on any lot, the owner of such lot may, with the consent of the utility provider, relocate the same upon and across such lot.

**2.07 Entries, etc.** All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways will be across an approved culvert as determined by Washington County, Texas, or other appropriate governmental authority, and each Owner shall be responsible for obtaining his or her own permission, permits and other required approvals for entry ways from any and all governing bodies having jurisdiction thereof. No owner may disturb the drainage or water flow of the Subdivision blocking or impeding it in any manner. Furthermore, it is the lot Owner's responsibility to maintain and keep clean the drainage ways and culverts associated with his lot.

**2.08 Plat Controlling.** All set backs, easements, building lines and other similar and dissimilar requirements, rules and restrictions shown on, described on, or depicted by the Plat are hereby incorporated herein by reference for all purposes. In the event of any conflict between the terms of this Restrictive Covenant Agreement and the Plat, the provisions and terms contained in the Plat shall be controlling.

**2.09 Reservation of Easements, etc.** All easements, accessways and rights of way shown on the Plat or otherwise are hereby reserved and confirmed for the use and benefit of the Developer and the Owners, and their respective heirs, successors and assigns.

**2.10 Architectural Control Committee.** The Architectural Control Committee (herein the "ACC") shall operate under the provisions of these Restrictive Covenants and shall be responsible for review of all plans for any improvement or action within the Subdivision which is subject to these Restrictive Covenants. The ACC shall also be responsible for monitoring compliance with all of the provisions of these Restrictive Covenants and may instigate any action required to bring about compliance herewith.

The ACC shall be composed of up to three (3) members appointed by Developer. The initial ACC members shall be Max Baranowski, Jr., Barbara Baranowski and Randy Hodde. Any member(s) of the ACC may be removed or resign and a new member(s) may be appointed in the event of such removal, death, or resignation of any member of the ACC by majority vote of the Committee. Any changes in the membership of the ACC shall be set forth in a recordable instrument and filed of record in the Official Records of Washington County. A successor to a member of the ACC shall have all of the powers of the member he replaces. A majority of the ACC may designate a representative to act for it and to perform any function which the ACC as a whole could perform; provided however, that the appointment or removal by the ACC of such a representative shall be by instrument in writing which shall be filed of record in the Official Records of Washington County, Texas. Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants. The ACC's approval of plans and specifications shall be in writing and shall be signed by at least two (2) members of the ACC or by the duly designated representative of the ACC.

The ACC, as well as other owners of lots in the Subdivision, shall further have the authority to enforce any and all of the covenants and conditions set forth in these Restrictive Covenants against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by the way of limitation, the ACC may institute

proceedings at law or in equity to restrain violation of these Restrictive Covenants and to recover damages for the breach of violation thereof and attorney's fees in connection with the enforcement of these Restrictive Covenants.

No member of the ACC, nor thier heirs, successors or assigns shall be liable in damages to anyone submitting plans for approval, or to the owner or lessee of any interest in the land affected by these Restrictive Covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or in connection with consenting or failing to consent, approving or failing to approve any matter with respect to which the ACC may have authority under the terms hereof. Every person who submits plans to the ACC for approval agrees, by submission of such plans, and every owner or lessee of any interest in the land affected by these Restrictive Covenants agrees, by acquiring title thereto, or a leasehold interest therein, that he will not bring any action of suit against the ACC, or any member of the ACC, their respective heirs, successors or assigns, to recover any such damages. The ACC, in the sole discretion of the ACC, may approve or disapprove any plan submitted and this decision is final for whatever reason. Although reason(s) for disapproval shall be stated, they may approve only in part, conditionally approve, or reject. So long as the plans and specifications for proposed building improvements are generally in accord with the motif and design, approval thereof shall not be unreasonably withheld.

### III.

#### RESIDENTIAL USE ONLY

3.01 Residential Purposes. Except as herein expressly provided to the contrary, every Subject Property located within the Subdivision shall be used for single family residential purposes only, and no building or structure shall be erected, altered, or placed on any Subject Property other than one detached single family dwelling not to exceed two stories in height, a private garage for automobiles and equipment of the occupant, and barns and such other similar outbuildings permitted herein as may be suitable for use in connection with a residence in a rural environment.

The term "Residential Purposes" and/or "Residence" as used herein:

- (a) Shall mean that no Owner of a lot shall occupy or use his lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof. Provided, however, that Developer and her designated assignees may use one or more lots, or the homes situated thereon as furnished models.

Notwithstanding the foregoing, an Owner may use his home for his own private, professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent of the Developer to have an primarily and essentially residential community. This exception to strictly residential use shall be narrowly defined and strictly enforced. In no way shall a use which requires repair, production or

manufacturing of any item or has any visibility or noise whatsoever evident from the exterior of the home be permitted.

- (b) Shall mean that farm animals and domestic pets are permitted within the limitations set forth herein; but nothing herein contained shall ever be construed so as to permit the keeping of animals and pets where such keeping (1) is or may become a nuisance or obnoxious to the occupants of neighboring property, or (2) is or may become a hazard to the health, welfare and well-being of the property owners in the subdivision. All animals are to be kept penned and/or pastured and their habitation kept clean and odorless. Commercial breeding and/or feeding operations are prohibited. Shelters and pens are to be kept within the designated building set back lines and will not be constructed between a main residence and roadway.

The number of animal units will be limited to the following: [a] large animal, (horse, cow, etc.) — one (1) per two (2) acres, excluding one (1) animal unit per acre for residence; and, [b] small animal (sheep, goat, etc.) — two (2) animal units per acre excluding one (1) acre for residence. One (1) animal unit is defined as a mother and her unweaned offspring. Poultry and pork are permitted for personal consumption and/or bona-fide FFA or 4H projects and are limited to two (2) fowl per acre and two (2) piglets per lot (as originally platted). Animals raised for personal consumption of meat, milk or eggs will be subject to the animal unit limitation per acre. Guinea fowl, peacocks and other noisy fowl are prohibited. Pets shall not be permitted to roam freely. At all times, owners of dogs and cats must be able to exhibit current rabies vaccination documentation from a licensed veterinarian.

- (c) Shall mean that all exterior improvements, including residences, garages, barns, outdoor lighting and mailboxes must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residences or other structures is nine (9) months from the date the slab or foundation is poured or installed.
- (d) Shall mean that no barn nor any other outbuilding shall be larger (in square footage of covered area) than one hundred fifty percent (150%) of the footprint of the primary residence dwelling located on such subject property
- (e) Shall mean that all fencing shall be maintained in a neat repaired manner.

**3.02 One Residence; Combining of Lots.** Except as set out below regarding ancillary servants quarters and "mother-in-law" homes, only one residence shall be constructed or permitted to exist on each Subject Property. However, in addition to the primary residence, it shall be permissible for outbuildings located on a Subject Property to be used for occupancy by domestic servants employed upon that Subject Property ("servant's quarters"), and detached or ancillary "mother-in-law" homes are also permitted. No duplexes or other multi-family structures shall be permitted on any Subject Property.

Any person owning two or more adjoining platted lots or tracts may consolidate such lots into a building site, with the privilege of constructing improvements thereon in



accordance with the terms hereof; and all set backs and related rules shall be construed as if the combined lots were a single lot within the Subdivision. Such Owner owning two or more adjoining lots may file a notice in the Official Records of Washington County, Texas (and/or Austin County, Texas, as the case may be), of such intent to consolidate; and in that case, the easements reserved hereby will only apply to the perimeter of the combined lots. Provided however, in the event there are any existing drainage facilities or utility infrastructure affecting the interior lot lines between the combined lots, the consolidating owner, must relocate the same to the perimeter at the sole cost and expense of such owner.

**3.03 Temporary Structures & Other Non-Permitted Structures.** No mobile home, manufactured home or manufactured housing, camper, motor home, travel trailer, boat, car, bus, boxcar, structure of a temporary character, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; nor, shall any used residence or other used structure be moved onto any lot. Servant's quarters or an ancillary guest house may be used as a temporary residence for up to one year while the main residence is under construction. During the development and sales period of the lots, the Developer may erect and maintain such structures as is customary in connection with such development and sale of such lots, including, but without limitation, a business office, storage areas, construction yards, signs, model units, and sales offices. This provision shall not operate or be construed to prohibit the incorporation of servant's quarters or a guest house as a part of a barn which is otherwise constructed in accordance with these restrictions.

**3.04 Sewage.** All residences constructed in the Subdivision shall have inside toilets and inside plumbing attached to septic tanks or other sewage or waste disposal systems approved by an appropriate governmental entity prior to connection thereto. There shall be no cesspools in the Subdivision and no drainage of sewage waste of any type into ditches, lakes, or roads. Each lot owner shall install and maintain his/her own private septic system in accordance with all government regulations.

**3.05 Lakes, Ponds, etc.** Individual ponds may be constructed on a subject property so long as they are maintained, do not become stagnant or such as may foster the breeding of mosquitos, and do not interfere with the existing or planned drainage of the Subdivision. No dam or lake may be constructed which results in the impounding of water on an adjoining Owner's property unless consented to in writing by the adjoining land Owner; such consent shall be placed of record in the real property records of Washington County, Texas. This later provision shall operate to permit two or more adjoining Owners, by mutual consent, to construct a pond or lake which lies partially on multiple tracts of land. To the extent that any lot currently has an existing pond(s), all maintenance requirements contained herein apply.

#### IV.

#### RESUBDIVISION

**4.01 Resubdivision.** Except for the Developer, no owner of a Subject Property shall be entitled to re-subdivide the same into smaller lots or parcels without the express prior written consent of all of the then surface Owners of the Subdivision being first obtained (which such consent need not be given). In the unlikely event that the written consent of



100% of the non-developer owners of the Subdivision is obtained, then each lot so properly subdivided shall be a Subject Property under the terms hereof.

V.

**OTHER GENERAL USAGE RESTRICTIONS**

**5.01 Noxious, Illegal or Offensive Activities.** No activities which violate any rule, regulation or law of any governing body having jurisdiction shall be permitted on any Subject Property, nor shall anything be done or maintained thereon which may be or may become a nuisance. Each Owner or occupant of a Subject Property shall keep the Subject Property clean and free of trash, automobile and machinery salvage, and shall maintain improvements in a reasonably good state of repair. No obnoxious or offensive activity may be carried on or conducted in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

**5.02 Obstruction of Streets, Etc.** No building material of any kind or character shall be placed in the streets, it being expressly understood and agreed that all building materials to be used in the construction of buildings in the Subdivision shall be placed within the property lines of the Subject Property on which the delivery is made.

**5.03 Signs.** No signs, billboards, posters, or other advertising devices of any kind shall ever be erected on any Subject Property in the Subdivision except a "For Sale" sign which shall be dignified and in keeping with the attractiveness of the Subdivision and shall be kept well painted and maintained. This provision shall not apply to nor operate to prohibit the display of small signs evidencing support for a political candidate for a reasonable period of time prior to an election.

**5.04 Dumping & Trash Containers.** No trash, ashes, garbage, or other refuse may be thrown or dumped on any Subject Property in the Subdivision. No Subject Property 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 trash containers, dumpsters or any other object or receptacle holding or storing trash must be kept out of site of all public or private roads surrounding or going through the Subject Property. Storing or placing containers, dumpsters or any other object or receptacle holding or storing trash at or near the road frontage is strictly prohibited. Movable trash containers may be put at the entrance of a lot near the road the night before or morning of a scheduled trash pickup day by a hired garbage company. Any movable containers shall be removed from the road area the same day of trash pickup.

**5.05 Mowing.** Grass and weeds on each Subject Property must be kept mowed at regular intervals or as may be necessary to maintain the same in a neat and attractive manner.

**5.06 Storage and Repair of Vehicles and Related Matters.** No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street or in areas visible from the street or adjoining properties. No boat, luggage trailer, travel trailer, cattle trailer, or any other trailer, or motor home is to be parked on any tract for more than seven (7) days unless said trailer is stored in an enclosed garage, barn, carport or

designated storage area behind the house, or out of sight from the road and adjoining property owners.

**5.07 Swimming Pools.** Any swimming pool placed on a lot shall be completely enclosed by a yard fence built in compliance with Section 2.05. Provided, however, that no above ground pool, other than a temporary toddler's pool, no taller than 18 inches, shall be placed on lot unless completely enclosed by a privacy fence.

## VI.

### **ENFORCEMENT, AMENDMENT, AND TERMINATION**

**6.01 Enforcement.** All Owners of a Subject Property within the Subdivision each have the right and power (but not the duty) to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Restrictive Covenant Agreement. Failure to enforce or to seek enforcement of any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**6.02 Binding Nature.** The grants, rights, covenants, conditions, and restrictions contained in this Restrictive Covenant Agreement shall run with and bind the land, and shall inure to the benefit of, and be binding upon the Owners of each Subject Property and their respective legal representatives, heirs, successors, and assigns.

**6.03 Term.** Unless amended as provided herein, this Restrictive Covenant Agreement shall be effective for a term of thirty (30) years from the date that this Restrictive Covenant Agreement is placed of record in the Property Records of Washington County, Texas, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or terminated as hereinafter set forth.

**6.04 Amendment/Termination.** Except as provided in 8.05 hereof, this Restrictive Covenant Agreement may be amended or terminated at any time only by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the lots and parcels of land comprising the Subdivision at the time of filing such instrument with the County Clerk of Washington County, Texas. No amendment or termination hereof shall be effective, however, until recorded in the Official Records of Washington County, Texas. Any such amendment or termination shall make specific reference to this Restrictive Covenant Agreement.

**6.05 Amendment by Developer.** For so long as the Developer is an Owner in the Subdivision, the Developer shall have and reserves the right any time and from time to time, without the joinder or consent of any other party, to amend these Restrictive Covenants by any instrument in writing duly signed, acknowledged, and filed of record in the Official Records of Washington County, Texas for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein.

6.06 Severability. The invalidation of any one of these covenants or restrictions by a judgment or a court order shall in no way affect any of the other provisions hereof and all of the other provisions shall remain in full force and effect.

6.07 General Purposes are Primary: If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the general purposes and objectives of these Restrictive Covenants shall govern.

6.08 Notices. Any notice required to be sent to any Owner under these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the last known address of the person who appears as Owner in the records of the Washington County Central Appraisal District Office (or the Washington County Tax Collectors Office) at the time of such mailing.

6.09 Multiple Counterparts. This Restrictive Covenant Agreement may be executed in multiple counterparts and/or multiple originals; each of which shall constitute original documents, as if all signatories had executed a single document.

IN WITNESS WHEREOF, the Developer, has hereby acknowledged, consented, agreed to the foregoing Restrictive Covenant Agreement by their signatures on the dates of their respective acknowledgment.

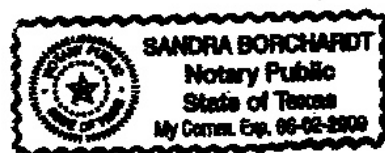
**B & M LAND AND CATTLE COMPANY  
PARTNERSHIP**, a Texas general partnership

By: *Max Baranowski*  
MAX BARANOWSKI, JR., General Partner

By: *Barbara Baranowski*  
BARBARA BARANOWSKI, General Partner

THE STATE OF TEXAS  
COUNTY OF Brazos *concord*

THIS INSTRUMENT was acknowledged before me on this 8<sup>th</sup> day of April, 2008, by MAX BARANOWSKI, JR. as general partner of B & M LAND AND CATTLE COMPANY PARTNERSHIP, a Texas general partnership.



*Sandra Borchardt*  
Notary Public, State of Texas