

RESTRICTIVE CONVENANTS OF
KUTSCHER RANCH ESTATES UNIT I

STATE OF TEXAS

COUNTRY OF GUADALUPE

KNOW ALL MEN BY THESE PRESENTS:

Edgar V. Kutscher, Jr. and wife, Rhonda Kutscher, herein called "Developer", the owner and developer of the following - described property located in Guadalupe County, Texas:

Kutscher Ranch Estates Unit 1, according to a map or plat thereof recorded in Volume _____, Page _____, of the Map and Plat Records of Guadalupe Court, Texas

in consideration of the premises, for ourselves, our executors, administrators and assigns and for our future grantees, hereby agree that for the purpose of carrying out a uniform plan for the improvement and sale of lots contained in Kutscher Ranch Estates Unit 1 (herein called the "Subdivision"), the following restrictions, easements and building requirements for said property are hereby established and shall be required, adopted and made part of each contract and / or deed executed by the Developer and any others conveying said property or any part thereof by recording same in the records of the County Clerk of Guadalupe County, Texas, or by reference to these restrictions making same a part of such contract, deed or other instrument of sale, assignment or conveyance for all intents and purposes as though incorporated at length therein; and said restrictions and covenants shall be and are hereby imposed for the benefit of every lot and each such contract deed or other instrument shall be conclusively held to have been so executed, delivered and accepted upon the expressed conditions and terms as herein stated.

I.

All lots may be used for single-family residential all electric homes with heat pumps only. Only one home containing at least 1800 square feet of living area (plus a guest or mother-in-law cottage) may be constructed on each lot. Every home must have 3/4 brick or rock exterior walls (except for trim) on slab foundation. or seventy-five % stucco or masonry on engineered foundation only. All roofs must be covered with fiberglass shingles, tile or standing seam enameled metal. All guest or mother-in-law cottages must match the exterior design and construction of the main residence, be constructed behind the main residence, and be constructed simultaneously with or after construction of the main residence. All construction plans and material lists, including slab designs must be approved in writing by Developer or Developer's assigns prior to

commencement of construction. No lot shall be used for any business and no professional or commercial use shall be made of any of said lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist or geophysicists, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repairman or building contractor's business. Provided, however, Developer shall have the right to maintain an office in a model home on any lot in the subdivision. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood even though such activity be in the nature of a hobby and not carried on for profit.

II.

All driveways must be asphalt or concrete and must be approved and permitted by Guadalupe County Road Department in advance of construction.

III.

No modification can be made to the exterior of any building upon the lots unless said changes or modifications to such buildings upon the lots shall be first approved by Developer or Developer's assigns. By way of example, no re-roofing shall be done of any building unless same is done with material of the same quality, appearance, color and construction as originally approved by Developer or Developer's assigns.

All fences on the front (street) side of the lot must be decorative in design and compatible in design, color and construction with the buildings on the lot. All fences (front, side and back) must be approved in writing by the Developer or Developer's assigns prior to construction.

All detached structures such as storage sheds, dog houses, must be painted or stained to match exterior of the home, and must be erected in the back yard behind the main residence.

In the event an Owner of any lot shall make such an unauthorized change or modification, or should an Owner fail to maintain the premises and the improvements situated thereon in a neat and orderly manner as provided in these restrictions, the Developer, or Developer's assigns shall have the right, through agents and employees, to enter upon said lot and to mow and maintain the lot, and

restore or repair, the fencing, exterior of the buildings and any other improvements erected thereon, at the expense of the Owner, and the cost of said maintenance, repair or restoration shall constitute a lien upon the lot, which lien shall be inferior only to a prior purchase money first lien on the property on which a residence has been constructed and may be perfected by Developer or Developer's assigns by affidavit as described in Paragraph IV below.

IV.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown upon the recorded plat hereinabove referred. Developer hereby grants and conveys to the owner of the water system, Guadalupe Valley Electric Co-op, Inc. and South Western Bell Telephone an easement or right-of-way for purposes of construction, installation and maintenance of water, telephone, and/or electrical utilities or works, upon, over and across those areas designated as utility easement on the recorded plat of Kutscher Ranch Estates Unit 1.

V.

The front of the main residence constructed on each lot must be not less than 30 feet and not more than 100 feet from the front property line.

VI.

Each Owner, renter, and other persons occupying or visiting a residence on any lot in the subdivision shall observe the following subdivision restrictions, and the Owner of the residence shall be responsible for their observance:

- (1) No trailer, camper, recreational vehicle, commercial vehicle, truck (other than 3/4 ton or smaller pick-up not used for commercial purposes), boat or similar vehicle may be kept, parked or stored on the street, parking lots, driveways or areas of any lot in front of the main residence, except for a recreational vehicle, boat on a trailer, or camper which may be parked in the driveway for periods no more than one week at a time.
- (2) All cars and small trucks being driven by persons occupying a residence in the subdivision shall be parked off the street, either in the driveway or garage of the residence.
- (3) No stripped down, wrecked, junked or inoperable vehicle shall be kept, parked, stored or maintained on any lot, except inside an enclosed garage..
- (4) No trailer, mobile home, modular home, manufactured home or manufactured building

of any kind shall be allowed within the subdivision.

(5) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for those approved by Developer or Developer's assigns. Developer approves in advance a maximum of two dogs and two cats per lot. All other animals and pets must be approved in writing in advance by Developer or Developer's assigns. It is Developer's intention to approve one non-offensive 4-H or FFA project per child, but specific approval must be granted in writing in advance of commencement of the project, and no project can last more than two years. Developer reserves the right, for Developer and Developer's assigns, to revoke approval for any pet, FFA or 4-H project if said pet or project causes excessive noise, nuisance or odor and said violation remains uncured after 30 days' notice from Developer or Developer's assigns. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All other pets and animals must be confined to the lot at all times and housed in dwellings constructed of material matching main residence. Developer and Developer's assigns specifically reserves the right to determine whether a particular animal, bird, etc. shall be considered a household pet, FFA or 4-H project for purposes of this restriction, and reserve absolutely the right to deny approval for any pet, FFA or 4-H project.

(6) Decks and patios shall contain only furniture and appliances customary for use on decks and patios, such as grills, smokers, deck furniture, hot tubs, etc. Decks and patios may not be used for storage, or for placement for refrigerators, freezers, etc. Enclosed storage space in carports must be approved by Developer. Freezers and Golf Carts may be stored in carports.

(7) No excavation of any kind shall be permitted on any lot without prior written approval of Developer or Developer's assigns.

(8) All lots must be kept mowed and well-maintained. Each lot owner shall be responsible for mowing the grass between the front line of his lot and Gustuv Lane.

(9) No improvements, other than driveways, decorative fencing and landscaping, shall be constructed within the front easement or setback lines. No improvements, other than landscaping and fences, shall be constructed within the 5' side setback and easement line.

(10) No lot owner shall install any clotheslines or any free standing poles or objects of any kind greater than fifteen (15) feet in height except the building structures permitted by these restrictions and approved in advance by Developer or Developer's assigns.

(11) No outdoor mercury vapor light shall be erected on any lot. No other offensive outdoor lighting shall be permitted on any lot if such lighting shines on any other lot in the medium and is objected to by any of the other lot owners in the subdivision.

(12) No storage tanks of any type, greater than 5 gallons (propane or otherwise), may be placed on any lot in the subdivision.

(13) No satellite dishes or outdoor antennas will be permitted except those approved in advance in writing by Developer.

VII.

No for sale or rent signs shall be on any property without expressed written consent by Developer or Developer's assigns. Developer and Developer's assigns has the right to place a sign on any lot Developer owns.

VIII.

Oil, gas, mineral or mining exploration or operations shall not be permitted upon any lot within the subdivision.

IX.

The foregoing restrictions and easements are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under Developer and for a period of thirty (30) years from date hereof, at which time said restrictions and easements shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by a majority of the then owners of the lots in the subdivision, then controlled by these restrictions and easements, has been recorded agreeing to change said restrictions and easements in whole or in part. Any provision herein may be deleted or amended by a majority vote of the owners of seventy-five (75%) percent of the lots contained within this subdivision if said seventy-five (75%) percent of owners sign and file with the Guadalupe County Clerk any required instruments needed for such deletions or amendments. Developer reserves the right to amend these restrictions for a period of two (2) years from their date by instrument recorded in Guadalupe County, Texas. For purposes of these restrictions, in the event there are more than one person owning a lot, then in such event the owners shall be treated as one, thus having one vote per lot in determining consent required above.

Violations of any reservation, restriction or covenant herein described shall give Developer or Developer's assigns, or any other lot owner in the subdivision the right to enter upon the lot where such violation exists, and abate and remove the same at the expense of the owner or owners, and such entry, abatement or removal shall be considered assented to by owner when owner purchased the lot subject to these restrictions, and not be deemed a trespass, and the owner of the lot will have no cause of action therefor. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate the restriction with respect to future violations of that restriction.

Any person or persons owning real property situated within the subdivision controlled by these restrictions and easements shall also have the right to enforce same in Court and to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or easements in order to prevent such violation or to recover damages for same. Developer, for Developer and Developer's heirs and assigns, reserves the right to enforce these restrictions and easements. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

Invalidation of any one of these covenants or restrictions by judgement or any Court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

X.

Developer and its assigns reserves the right for a period of five (5) years from the date hereof to annex additional lots to the subdivision, in which event:

(a) the Owners of said annexed lots shall have an ingress and egress easement over each road and common area in the subdivision; (b) each annexed lot shall be subject to (and entitled to enforce) all the restrictions, liens and maintenance fees set forth herein as if the annexed lot had been an original lot in the subdivision. Such annexation shall be accomplished by a recorded instrument specifying the lots to be annexed.

XI.

The invalidation of any one of these restrictions and easements by judgment or court order shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.

EXECUTED this the _____ day of _____, 1996.

RESTRICTIVE COVENANTS OF
KUTSCHER RANCH ESTATES UNIT 1

STATE OF TEXAS

COUNTRY OF GUADALUPE

KNOW ALL MEN BY THESE PRESENTS:

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