

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BULL RUN RANCHES IN IRION COUNTY, TEXAS**

THIS DECLARATION, made this 23rd day of August 2013, by Stonewall Ranches, a Texas General Partnership ("Developer")

- A. Developer is the owner of 568.0 acres of record as "Stonewall Ranches", said 568.0 acres more fully described on exhibit A attached.
- B. Developer desires and intends to create individual Tracts on the property known as "Bull Run Ranches.
- C. Developer further desires to restrict all property in "Bull Run Ranches" together with such additions as many hereafter be made thereto, according to a common plan as to the use and permissible construction so that all Tracts shall be benefited and each successive owner of all or part of the Tracts shall be benefited by the preservation of the value and character of the Tracts.
- D. Developer will cause the "Bull Run Ranches Maintenance Association" to be incorporated as a nonprofit corporation under the laws of the State of Texas, to which corporation will be delegated and assigned the duties and powers associated with maintaining landscaping area, if any, within "Bull Run Ranches" and maintaining Bull Run road and ancillary drainage and other facilities.

NOW THEREFORE, Developer declares that the real property within "Bull Run Ranches", and such additions thereto as may hereafter be made, shall be held, transferred, sold, conveyed, and occupied subject to the Covenants, conditions, Restrictions, charges and liens (sometimes referred to as Covenants and Restrictions) hereinafter set forth:

1. Definitions: The following words when used in this Declaration or any supplemental Declaration, shall have the following "meanings"
 - a. "Association" shall mean the Bull Run Ranches Maintenance Association. The association shall be governed by its By-Laws as created by separate document.
 - b. "Developer" shall mean the undersigned and its successors and assigns.
 - c. "Member" shall include and be defined as each owner or occupant of a Tract adjoining Bull Run Road. All owners and occupants of such Tracts shall become automatic and mandatory members in the Bull Run Ranches Maintenance Association. An Owner or Occupant ceases to be a member at such time as the road adjoining their Tract is accepted by Irion County for maintenance purposes.
 - d. "Occupant" shall mean and refer to an equitable interest holder pursuant to a recorded or unrecorded Contract for Deed or recorded or unrecorded Lease Agreement.
 - e. "Owner" shall mean and refer to the fee simple titleholder of any Tract, whether one or more persons. This does not include any persons or entities that hold an interest in any Tract merely as security for the performance of an obligation.
 - f. "Tract" shall be defined as any Tract, parcel or interest created out of real property as set forth in the Plat of "Bull Run Ranches", incorporated herewith for all purposes. If Developer is the owner of any property which it desire to add to the concept of this Declaration, he may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the Concept of the Covenants, conditions and Restrictions of the Declaration to such property; PROVIDED, HOWEVER, that any additions made pursuant hereto, when made, shall automatically extend the jurisdictions, functions, duties, and membership of the Association to the properties added.
2. Affirmative and Protective Covenants: Every Tract (all of which Tracts are referred to as the "Property") shall be restricted as follows:
 - a. All Tracts shall be used for residential, recreational, ranching, and agricultural purposes only and not part thereof shall be used for business or manufacturing purposes. No hunting lease shall be allowed on any Tract. No purchaser of a Tract shall be permitted to lay out a road, easement or other means of ingress or egress across any Tract to provide access to other property without Developer's written approval.
 - b. All residences erected or place upon any Tract shall contain at least 1,550 square feet, exclusive of open porches, breezeways, carports and garages. All carports and garage openings must not directly face Bull Run Road.
 - c. There shall be no outside toilet built or used on the premises except during construction.

- d. Residences shall consist of custom-built homes only. No modular, new "double-wide or "single-wide" manufactured homes or other trailers will be permitted. All structures must be no nearer than one Hundred feet (150') from the side boundary lines (except tracts 2-N through 5-N and 2-S through 6-S which can be no nearer than one Hundred (100') from side boundary lines and no nearer than one hundred (150') from the front or rear boundary lines of any Tract. Distance requirements may be modified by written approval of Developer.
 - e. No camper or recreational vehicle may be occupied overnight on any Tract except for periods of no more than thirty (30) consecutive days out of any period of ninety (90) days before a permanent dwelling is constructed on the Tract.
 - f. All driveways connecting to Bull Run Road shall have drainage culverts to prevent the damming or diversion of water flow.
 - g. Prior to commencement of construction, all buildings, whether residential or otherwise, and fences shall be approved by the Architectural Control Committee. Any damage caused to the adjoining roads during construction shall be repaired at the expense of the Property Owner. Thereafter, all buildings and fences shall be kept in good repair, and any paint or other finish shall be maintained in good condition.
 - h. Tracts may not be subdivided.
 - i. No more than one residence may be located on any Tract without Developer's written approval.
 - j. Dams may be built on creeks or natural waterways only if (1) written permission is obtained from the owner of the Tract adjacent to such waterway on the opposite side of the waterway; (2) such dam will not be built so as to back water up or inundate the Tract of another owner, unless a written easement is obtained from such other owner; (3) such dam will not cause the flooding of any roadway; and (4) such dam is constructed in accordance with all Federal, State, and Irion County regulation governing said construction.
 - k. Electrical installations in all buildings shall be constructed and thereafter maintained in accordance with the National Electric Safety Code. All plumbing installations and septic tanks or on-site sewage facilities shall be in accordance with the regulations and requirements of the Federal, State, and Irion County regulatory authorities, with every such building having plumbing facilities to be connected into a septic tank of adequate size, properly installed, with adequate lateral lines, no line or other appurtenance of which shall be within fifty feet (50') of any boundary line of any Tract without Developer's written approval.
 - l. There shall be no operations of any form of gun club, skeet range, or rifle association on any Tract whether such operation be public or private in nature. There shall be no discharge of firearms upon any Tract in a manner which is unsafe, or which in any way constitutes danger to persons, property, or livestock, regardless of where located, or from any road traversing through said property, at any time or in any manner. Rifle hunting allowed only on tracts over 50 acres. Bow hunting allowed on tracts over 15 acres. No hunting allowed on tracts less than 15 acres or on tracts 1-N through 5-N and 1-S through tracts 6-S.
 - m. No removal of oak trees and no excavation of any materials, other than for landscaping, construction of buildings, driveways, etc., will be permitted without Developer's written approval. Developer reserves the right to remove material from properties for the purpose of completion of the development roads.
 - n. There shall be no use of any Tract as a dump ground for rubbish, abandoned vehicles, garbage, or other waste, or as a landfill area. No junk or wrecking yard shall be located on any Tract.
 - o. Domestic livestock kept on any Tract shall not exceed in quantity the number of animal units recommended by the Irion County Extension Agent or his office.
 - p. No noxious or offensive activity shall be carried on upon any Tract nor shall anything be done which would reasonably constitute an annoyance or nuisance to any adjoining Tract. No Tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance, or regulation of any government or governmental agency having jurisdiction thereof.
 - q. No signs shall be erected on the property or roadway without express permission of Developer.
 - r. No construction of any improvements or obstructions of any type, including fences, shall be allowed in any portions of the five-foot (5') easement adjoining the ten-foot (10') Right of Way Easement adjoining Bull Run Road.
3. Road Maintenance Association: owners and occupants of each Tract contiguous to Bull Run Road shall be subject to mandatory membership in the Bull Run Ranches Maintenance Association ("Association") and therefore be bound by its rules and regulations, including the following:
- a. The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount

established in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes aforementioned. There shall be an Annual Charge of \$50.00 per Tract, commencing the day the 13th tract is sold by developer, said amount to be paid to the Association. In any year after 2013, the Association may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than \$250.00 per Tract per year. The maintenance fund charges shall cease for any Tract at such time as the road adjoining said Tract is accepted by Irion County.

- b. The Annual Charge shall be billed each year on the first day of December and unless the owner or occupant of any Tract shall pay the Annual Charge by the twentieth day of December of each year, the same shall be deemed delinquent and shall bear interest at the maximum legal annual rate until paid.
 - c. The Annual Charge hereby imposed shall be and remains a first charge against and continued first vendor's lien against any Tract, and shall run with, bind and burden such land. Provided, however, the lien of any mortgage, mechanic's lien, contract, deed of trust or vendor's lien imposed as a bona fide security for purchase of money, construction loan or improvement loan on the Tract in question shall not be invalidated by the foreclosure of the lien imposed by the Annual Charge. The provisions of this paragraph are subject to the provisions of Paragraph 10.
 - d. If the owner or occupant of a Tract shall fail to pay the Annual Charge when due the Association shall have the right to enforce the Vendor's lien which is hereby imposed, under the laws of the State of Texas, including a foreclosure sale and deficiency decree, subject to the same procedures as in the case of deeds of trust.
 - e. Such funds received by the Association shall be used by it solely for the payment of any expenses in maintaining Bull Run Road, together with landscaping and ancillary drainage and other facilities, if any, within the boundaries of Bull Run Ranches.
 - f. The Developer shall cause the Association to be established, at which time, all members shall become bound by its rules and regulations, and said rules and regulations shall supersede and take the place of this Section 3; provided, however, that in no event shall the Annual Charge for belonging to the Association be in excess of those charges previously listed in Section 3a. The Association shall be entitled to receive any maintenance charge herein specified. The Association may also be responsible for the maintenance of other Tracts made subject to the concept of this Declaration by way of a separate Declaration of Covenants, Conditions, and Restrictions.
4. Architectural Control Committee: No building shall be erected, placed, or altered on any Tract without the approval of the Architectural Control Committee and compliance with the provisions of these Covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any Tract without the approval of the Architectural Control Committee. Thereafter, all buildings and fences shall be kept in good repair, and any paint or other finish shall be maintained in good condition.
 5. Acceptance of Declaration: By acceptance of a deed, contract for deed, or by acquiring any ownership interest in any Tract included within the Declaration, each person or entity for himself/herself or itself, his/her heirs, personal representatives, successors, transferees, and assign, to all of the provisions, Restrictions, Covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the property.
 6. Enforcement and Compliance: The recorded owner of each Tract whether or not in possession, and each occupant of the Tract whether or not recorded owner, are bound by these Covenants and Restrictions and are jointly and severally responsible for compliance with these Covenants and Restrictions by themselves and the others. The recorded owner shall fully inform any tenant other non-owner occupant of these Covenants and Restrictions and of the obligation to comply with them. Each owner and occupant waives notice of non-compliance with these Covenants and Restrictions. If any owner or occupant fails to abide by these Covenants and Restrictions, any other owner, occupant or the Developer of any Tract may initiate a suit or other proceeding at law or in equity to enforce these Covenants and Restrictions and seek damages or any other legal remedy, including injunctive relief to prevent construction, to remove improvements, or otherwise to compel compliance. Any such owner or occupant of a Tract who prevails in any such suit shall be entitled to recover from the Owner or occupant found in breach of the Covenants and Restrictions, all reasonable attorney fees and litigation expenses incurred in connection with the suite. Any failure or delay to enforce any Covenant or Restriction shall not, however, bring about forfeiture of title to any such Tract under violation. Any proceeding in law or in equity to enforce this Declaration shall be brought in Irion County, TX.

7. Owner's right to amend: These Covenants and Restrictions may be amended at any time by means of a written, recorded amendment signed by the Owners of no less than seventy percent (70%) of the Tracts with one vote per Tract. For the purposes of this paragraph, the Developer shall be considered the Owner of all Tracts where Developer holds recorded title. Further, under the same procedure required for an amendment under this paragraph, waivers or variances of these Covenants and Restrictions may be granted from time to time with respect to any Tract or with respect to any particular owner or occupant thereof, for the purpose of relieving hardship or permitting hardship or permitting good architectural planning to be effected.
8. Duration: These Covenants and Restrictions shall be for a term of twenty-five (25) years from the date of recording of the same. These Covenants and Restrictions shall continue in effect thereafter for successive ten (10) years terms unless, after the initial term of twenty-five (25) years, they are abrogated or set aside by the Owners of a majority of the Tracts.
9. Severability: Invalidity of any one of these Covenants and Restrictions by judgment or by court order shall in no wise affect any of the Covenants or provisions, each and all of which shall remain in force and effect.
10. Headings: The headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning or interpretations of this Declaration.
11. Notice of Regulatory and Other Matters Affecting the Property: Owner or occupant upon purchasing a Tract will be provided notice of regulatory and other matters affecting the Tract.
12. Water System: One of two things will occur with water, either each individual will be allowed to drill a well or a private water system will be installed using wells drilled by developer and pipe laid by developer. Goal is one water well per tract with no water system if possible.
13. Delegation and Assignment of Authority: Developer may at any time appoint a committee of one or more persons to exercise any or all of discretionary rights and powers reserved herein to Developer. Developer may assign to any person or entity any or all rights, powers, reservations, easements, and privilege herein reserved by and to Developer. Any such assignee shall have the right to assign.

Executed this 3rd day of September, 2013 on _____

David R. Currie

David R. Currie, Stonewall Ranches; A Texas General Partnership

STATE OF TEXAS TOM GREEN COUNTY: This instrument was acknowledged before me on the 3rd day of September, 2013, by David R. Currie, Stonewall Ranches; A Texas General Partnership.

Shanna Lipsey

NOTARY PUBLIC, STATE OF TEXAS



**EXHIBIT "A" TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BULL RUN RANCHES IN IRION COUNTY, TEXAS**

Being a 568.0 acre tract of land comprised of 307.0 acres in and a part of Survey 22, A-1151 and 261.0 acres in and a part of Survey 23, A-287 of H. & T.C. Ry. Co., Block 2, Irion County, Texas; said 568.0 acre tract also being in and a part of the land described as Tract No 1 and Tract No. 2 in Deed from Clark to Fox and Fondren dated April 4, 1965 and recorded in Volume 64, page 673 of the Deed Records of Irion County, Texas; said 568.0 acre tract being described by mates and bounds as follows:

Beginning at a 3/8" iron rod driven in a found 3/4" galvanized iron pipe on north side of a large fence corner post for the N.W. corner of Survey 22 and S.W. corner of Survey 13 of Block 2 from which a 3/4" galvanized iron pipe marked "NW 22" found on the east side of a fence corner post bears S. 2° 01' 52" W. 66.2 feet and N. 87° 58' 08" W. 88.9 feet.

Thence with the north line of Survey 22 and south line of Survey 13, S. 88° 16' 01" E., and passing the N.E. corner of Survey 22 and N.W. corner of Survey 23 and continuing with the north line of Survey 23 and south line of Survey 12 of Block 2 in all 9798.60 feet to a 5/8" iron rod set in the west line of F.M. Highway 853 from which a 1 1/4" iron pipe found at a fence corner post for the N.E. corner of Survey 24 of Block 2 bears S. 88° 16' 01" E. 6011.67 feet.

Thence with the west line of F.M. Highway 853 and the west line of the SECOND TRACT described in Deed from Clark to State of Texas dated December 8, 1950 and recorded in Volume 26, Page 402 of the Deed Records, S. 16° 16' 00" W., at 24 feet pass a fence corner post and continuing in all 192.42 feet to a 5/8" iron rod set at the beginning of a curve to the left.

Thence continuing with said west line and with a curve to the left having a radius of 1195.92 feet, a central angle of 49° 44' 00" and a long chord of S. 8° 36' 00" E., 1005.78 feet for a curve length distance of 1038.07 feet to a 5/8" iron rod set for the end of said curve.

Thence continuing with said west line, S. 33° 28' 00" E. 299.69 feet to a 5/8" iron rod set for the beginning of a curve to the right.

Thence continuing with said west line and with a curve to the right having a radius of 2241.83 feet and a central angle for the part of said curve traversed herein of 23° 64' 51" and a long chord for said part of S. 21° 30' 33" E. 928.92 feet for a curve length distance of 936.70 feet to a 5/8" iron rod set for the S.E. corner of the tract described herein.

Thence N. 88° 47' 56" W., and passing a fence corner post and continuing along or near a fence, at 2430.13 feet set a 5/8" iron rod on the west side of a fence corner post from which said fence bears to the southwest, and continuing in all 2937.90 feet to a 5/8" iron rod set in another fence.

Thence along or near said fence, S. $12^{\circ} 16' 16''$ E. 222.18 feet to a $5/8''$ iron rod set on the east side of a fence corner post.

Thence along or near a fence, N. $88^{\circ} 33' 02''$ W. 3395.22 feet to a $5/8''$ iron rod set at a fence corner post.

Thence N. $88^{\circ} 18' 50''$ W., and passing between a windmill and a water tank and continuing at 175.0 feet pass a fence corner post, and continuing along or near a fence in all 4204.05 feet to a railroad spike and stone mound set under said fence from which a $1\frac{1}{4}''$ iron pipe found flush on the west side of a north gate post and 2 feet south of an iron pipe fence corner post for the S.W. corner of Survey 22 and S.E. corner of Survey 21 of Block 2 bears S. $2^{\circ} 01' 52''$ W. 2805.06 feet and a fence corner post bears N. 88° W. 33.3 feet.

Thence with the west line of Survey 22 and east line of Survey 21, N. $2^{\circ} 01' 52''$ E. 2537.31 feet to the point of beginning and containing 568.0 acres of land.

Thence along or near said fence, S. 12° 16' 16" E. 222.18 feet to a 5/8" iron rod sat on the east side of a fence corner post.

Thence along or near a fence, N. 88° 33' 02" W. 3395.22 feet to a 5/8" iron rod set at a fence corner post.

Thence N. 88° 18' 50" W., and passing between a windmill and a water tank and continuing at 175.0 feet pass a fence corner post, and continuing along or near a fence in all 4204.05 feet to a railroad spike and stone mound set under said fence from which a 1 1/4" iron pipe found flush on the west side of a north gate post and 2 feet south of an iron pipe fence corner post for the S.W. corner of Survey 22 and S.E. corner of Survey 21 of Block 2 bears S. 2° 01' 52" W. 2805.06 feet and a fence corner post bears N. 88° W. 33.3 feet.

Thence with the west line of Survey 22 and east line of Survey 21, N. 2° 01' 52" E. 2537.31 feet to the point of beginning and containing 568.0 acres of land.

FILED
THE 5 DAY OF Sept 20 13
AT O'CLOCK 1:22 P M
COUNTY CLERK, IRION COUNTY, TEXAS
BY Megan Adney Deputy

Doc# 20130030294
#Pages 6 #NFPages 0
9/6/2013 10:48:33 AM
Filed & Recorded in
Official Public Records of
County and District Clerk
Molly Criner
Fees 36.00

State of Texas
County of Irion, Texas

I hereby certify this instrument was FILED in
file number sequence on the date and time
stamped by me, and was duly RECORDED in the
Official Public Records of Irion County, TX in
Vol 209 Page 282

Megan Adney
By Deputy