

THE OLD THOMAS RANCH]
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

WHEREAS, the Declarant will convey the above described property, subject to certain protective covenants, and restrictions, as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and shall be binding on all parties having right, title of interest in or the above described property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

I.

DEFINITIONS

- (1) "Association" shall mean and refer to OLD THOMAS RANCH OWNERS ASSOCIATION, and its successors and assigns.
- (2) "Tract" shall mean any tract surveyed out and sold out of The Old Thomas Ranch, to be recorded in Deed Records of Burnet county, Texas, or any portion of a tract, resubdivided and recorded in the Deed Records of Burnet county, Texas,
- (3) "Member" shall mean and refer to every person or entity who holds membership in the Association.
- (4) "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Tract out of the Old Thomas Ranch, but excluding those having such interest merely as security for the performance of an obligation.
- [(5) "Declarant" shall mean and refer to W.M. HANSZEN, and his successors and assigns.

II.

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Tract which is subject to covenants of record to assessment by the Association shall be members of the Association; provided however, the foregoing does not include those persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Tract which is subject to assessment by the

Association. Ownership of such Tract shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and the mere acquisition of any Tract will signify that this declaration is accepted, ratified, and will be complied with.

III.

VOTING RIGHTS

Each member of Association shall be entitled to one vote fore each Tract in which he holds the interest required for membership by Article II. When more than one person holds such interest in any Tract, all such persons shall be members, provided however, the vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Tract.

IV.

POWER AND DUTIES OF THE ASSOCIATION

OLD THOMAS RANCH OWNERS ASSOCIATION shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable; provided however, nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

- (1) The Association is charged with the duty and responsibility of maintaining all roads within the OLD THOMAS RANCH as shown in the Deed Records in the office of the county Clerk of Burnet County, Texas.
- (2) To enforce this Declaration either in its own name or in the name of any owner within the subdivision. Provided however, this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the property owners, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided.
- (3) To borrow money by and through the Board of Directors, provided the borrowing of funds is approved and sanctioned by a two-thirds vote of the membership at a meeting called for the purpose of such determination.
- (4) The Association shall have the right to expend its funds for any of the above mentioned purposes and for such other purposes not herein

specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the property owners in the OLD THOMAS RANCH.

V.

COVENANT FOR MAINTENANCE ASSESSMENTS

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- (1) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Tract owned within the Ranch, hereby covenants, and each owner of any Tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- (2) Uniform Rate. The annual assessments shall be fixed at a uniform rate for all Tracts as determined by the Board of Directors, and shall be collected on an annual basis.
- (3) Commencement and Due Date of Annual Assessments. The annual assessment shall commence upon the determination of the Board of Directors that said funds are necessary for exercising the powers and duties of conferred upon the association by Article IV hereof. The Board of Directors shall fix the amount of each such annual assessment against each Tract at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every owner subject hereto by the Board of Directors.
- nothing yet
- (4) Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, any OLD THOMAS RANCH road or to preclude the foreclosure of any property upon aid roads are situated provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (5) Notice & Quorum for Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half

(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the receding meeting.

- (6) Non-payment of Assessments- Remedies of the Association. Assessments shall be due and payable on a date established by the Board of Directors in any calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest, at the highest rate allowed by law, and the Association may bring on action at law against the owner personally obligated to pay the assessment, and interest, costs and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment and to foreclose the lien against such Tract retained herein. Any Owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.
- (7) Purposes of Assessments. Annual assessment and special assessments shall be assessed for the purposes of providing maintenance and capital improvements to the roads within the OLD THOMAS RANCH providing access to each tract. The Association may collect funds for this purpose by creating a sinking or contingency fund from annual assessments, or may secure said funds by special assessment, or through the combination thereof.

VI.

TEMPORARY MANAGEMENT BY DECLARANT

During the first five (5 years from date of Deed, Declarant shall have the right at his option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association in the same way and manner as through all of such powers and duties had been reserved to the Declarant alone.

VII.

PROPERTY RIGHTS

Owner's Easement of Use. Every owner shall have an easement of use for himself, his successors and assigns, and their invitees, in, over, across and through OLD THMAS RANCH roads shown in the Deed Records of Burnet County, constructed by the Declarant for the purposes of providing vehicular and pedestrian ingress and egress to each Tract. Declarant shall not dedicate said roads to the public.

USE RESTRICTIONS

- (1) All tracts shall be used solely for residential purposes unless otherwise stated in the Contract of Sale and Seller's Deed conveying said Tract or Tracts. All main residences shall contain a minimum of 1800 square ft. of living area including garages and porches. Smaller guest houses, storage buildings and barns may be erected behind the main residence after said main residence is complete. All plans, specifications and plat plans must be approved by Seller or an architectural committee appointed by the Seller, prior to the start of any construction.
- (2) This Tract may not be resubdivided into smaller parcels without the approval of the Declarant in writing and the resubdivision must be designed in such a way as to allow for the minimum setback lines and other restrictions and conditions as are contained herein. Any resubdivision of this property shall conform to the rule of Burnet County, Texas for private sewer facilities.
- (3) No building shall be erected nearer than 50 feet to any property line or nearer than 150 feet to any road or street unless permission is granted in writing by seller. No structure shall be occupied or used until completely finished on the outside. All structures shall be finished on the outside within (1) year from start of construction.
- (4) No unlawful, obnoxious or offensive activity shall be conducted upon a Tract.
- (5) No trash, ashes, vegetation or other refuse may be thrown or dumped on any of the Tracts in Old Thomas Ranch. Trash, garbage and any other waste shall be kept in covered containers.
- (6) Household pets and domestic farm animals, except swine may be kept on the Tracts provided Tract is fenced and said pets and/or animals cause no nuisance to other property owners. Seller reserves the right to graze cattle on said Tracts in order to keep down excessive grass and weed growth until Purchaser fences his Tract.
- (7) No outside toilet hall be installed, maintained or kept on the premises at any time, and all plumbing hall be connected to an approved septic system.
- (8) No auto repair work which requires more than one (1) day to complete will be allowed in a driveway or yard of any Tract where the driveway or yard is either at the front of the residence or at the side of the residence on corner Tracts.

Abandoned motor vehicles shall not be kept on any portion of the premise. A motor vehicle shall be deemed to be abandoned if it is not in a condition to be driven by its own power with normal accessories and stays in such condition for 30 days or more. This restriction shall not apply to motor vehicles stored in a fully enclosed garage or building.

- (9) No signed except nameplates of occupants shall be displayed to the public view on any Tract, except one (1) professional building sign of not more than 2 square feet or one (1) sign of not more than five (5) square feet advertising the property for sale or rent when such is the case.

- (10) There is hereby reserved an easement or right-of-way over a strip along the front, 25 feet in width, and along the side and rear boundary of the Tract or Tracts, 15 feet in width, for the purpose of installation or maintenance of utilities by private or public authority or public utility company. This same easement or right-of-way shall apply to any future Tracts that may be created as a result of any resubdivision.

IX.

SEVERABILITY

Invalidation of any one of these covenants, conditions, or restrictions by judgment of court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

X.

DURATION AND AMENDMENT

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of an Tract subject to these Declarations, their heirs and successors and assigns, and shall additionally inure to the benefit of and be enforceable by the County of Burnet, Texas, for a term of twenty (20) years from this Declaration is recorded, after which time the same shall be automatically extended for successive period of (10) years. Except as hereinabove expressly provided., the provisions hereof may be amended during the first twenty (20) year period only by an instrument signed by not less than seventy-five (75%) of the Tract owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Tract owner. Any amendment must be properly recorded. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration any time during the first 5 years immediately following the sale.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has herein has hereunto caused this instrument to be executed this _____ day of _____, 1983.

W. M. Hanszen

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the _____ day of _____, 1983, by _____.

Notary Public, State of Texas

My Commission Expires: