

**TAHOE RANCH  
AMENDED RESTRICTIONS AND COVENANTS**

The property in the Tahoe Ranch, as recorded in Volume 2, Page 32, Plat Records of Kimble County, Texas, is subject to the covenants hereby made by K BAR RANCH, LTD. ("Declarant"), to-wit:

1. That these covenants are to run with the land and shall be binding on the Tract Owner and all persons claiming under him. The Tract Owner understands that these restrictions and covenants are filed in the Real Property Records of Kimble County, Texas.
2. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. That no structure whether temporary or permanent of any kind (including hunting blinds and/or deer feeders) shall be permitted within 200 feet of any property line. No mobile homes or manufactured homes shall be allowed.
5. That no noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become 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 the United States of America, the State of Texas, the County of Kimble, if applicable, or any other governmental agency having jurisdiction thereof.
6. That not more than one single family residence shall be permitted on any tract. No communal residences shall be permitted. Conventional on site construction single family residence must be new construction and shall not be less than 900 square feet of heated and air-conditioned space, exclusive of garages, carports and porches. All plans and specifications are subject to the prior written approval of the Declarant or Ranch Oversight Committee (ROC). All dwellings must be completed within 360 days after laying foundations. A residence may not be lived in or occupied until the residence is 100% complete and has received written approval to occupy the residence by the Declarant or ROC.
7. RV's, travel trailers and tents may not be used as primary residences but only for temporary use. Tents must be dismantled and stored when not in active daily use. All RV's, travel trailers and tents must adhere to setback requirements.
8. That no commercial swine operation shall be permitted.
9. That no tract may be fenced with high fencing unless approved in writing by the Declarant or ROC. There are no restrictions for standard livestock fencing.
10. That no tract may be subdivided unless required by the Texas Veterans Land Board as a condition of purchase.
11. Ranch Oversight Committee. That at such time as Declarant may determine in Declarant's sole discretion, the Declarant shall have the authority but not the obligation to notify each Tract Owner, of the time, date, and a place of a meeting of all Tract Owners to be held for the purpose of organizing a Ranch Oversight Committee. A majority of the votes of the Tract Owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each purchaser, including Declarant, attending or represented by written proxy at such

meetings shall have one vote to cast for each tract owned in the Ranch on all business to come before the meeting. The Ranch Oversight Committee shall consist of three (3) members. They shall each serve a term of one (1) year and be elected annually at the meeting of the Tract Owners. In the event that a meeting is not possible the Declarant has the power to select the members of the Ranch Oversight Committee. When the Declarant has sold seventy-five (75%) percent of the tracts in the ranch (or sooner if the Declarant decides in Declarant's sole discretion), the Declarant shall transfer and assign to the association the current balance of the maintenance funds, if any. Thereafter such Committee shall have the power, authority and obligation to maintain the maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such Tract and such Committee is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said Committee such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time. The Ranch Oversight Committee will also have the power to enforce the restrictions and covenants as filed in the Real Property Records of Kimble County, Texas.

12. Maintenance Fees. Tract Owner hereby authorizes Declarant, and/or assigns to charge each purchaser a maintenance fee of \$100.00 (one hundred dollars), per tract, per year, to improve and maintain the entrance, roads, and any other maintenance deemed necessary by the Declarant and/or the ROC in Tahoe Ranch. Such charge shall not be assessed against Declarant and/or Declarant's assigns. Such charge shall be made by direct billing to the Tract Owner. If the Tract Owner refuses to make said payments, then the Tract Owner hereby authorizes Declarant, at Declarant's option, to deduct such charge from payments made by the Tract Owner on a Seller-financed Note, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is also understood and agreed that this maintenance fee (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting Declarant and/or ROC such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

13. That no deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the Declarant or Declarant's assigns.

14. The rights of the Declarant hereunder are assignable to a third party selected by the Declarant in Declarant's sole discretion.

15. The Declarant, or any Tract Owner, shall have the right to enforce, by any proceeding at law or in equity, these Restrictions. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. These Restrictions shall run with and bind the Property for a term of thirty (30) years from May 12, 2009. These Restrictions may be amended during the thirty (30) year period by an instrument signed by the Tract Owners of not less than seventy-five (75%) of the tracts in the Ranch. Any signed amendment will not be effective until it is recorded with the County Clerk of Kimble County, Texas.