

116

STATE OF TEXAS X

COUNTY OF BLANCO X

WHEREAS, heretofore Deed Restrictions for the RANCHERS ESTATES SUBDIVISION, UNITS NO. 1 and NO. 2 have been promulgated and recorded in Volume 109, Page 489 and Volume 108, Page 674 of the Deed Records of Blanco County, Texas; and,

WHEREAS, the Amended Deed Restrictions of record in Volume 116, Page 106, of the Deed Records of Blanco County, Texas, contain an error in the Attestation Clause therein as the result of the Notary Public executing the instrument as both the Notary Public and the representative of Ranchers Savings Association in verification of the signature of Joel Duncan, and this instrument is intended to cure said error, but in all other respects ratifies said Amended Deed Restrictions; and,

WHEREAS, said Deed Restrictions provided therein that the Seller, RANCHERS SAVINGS ASSOCIATION, reserved to itself, its successors and its assigns, the right and privilege of altering or amending any one of these covenants or restrictions either as to their application to a particular lot or RANCHERS ESTATES UNIT NO. 1 and UNIT NO. 2 as a whole; and,

WHEREAS, the said Seller, RANCHERS SAVINGS ASSOCIATION, is now desirous of altering or amending said original covenants or restrictions and the following shall constitute the covenants and restrictions on all Lots in RANCHERS ESTATES UNIT NO. 1 and UNIT NO. 2, to-wit:

AMENDED DEED RESTRICTIONS

1. An Architectural Control Committee shall be appointed, from time to time, by Seller, so long as Seller owns at least three (3) tracts within said real property; thereafter, a majority of the tract owners shall have the privilege of selecting the committee. It shall be the purpose of such Committee, in reviewing plans, specifications and plot plans, to insure, for all owners, harmony of external and structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

2. A. No permanent dwelling shall be erected on any tract, having a living area of less than 750 square feet (when measured to exterior walls), exclusive of garage, if attached, or other similar appendages.

B. No improvements shall be placed or altered on any tract until the building plans, specifications, plot plan and certified survey showing the location of such improvements on the tract have been approved in writing by the Architectural Control Committee as to quality, workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished ground elevation. In the event the Architectural Control Committee disapproves of such improvements, plans, specifications, plot plans and/or surveys, notice of such disapproval shall be made by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied, with the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, plot plans, and surveys within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this paragraph.

C. No structure shall be used until the exterior thereof, as approved pursuant to sub-paragraph "B" above, and sanitary sewage disposal facilities.

D. No trailer, tent, shack, garage, barn, storage shed, or other outbuilding or structure of a temporary character shall at any time be placed or left on a tract except during construction of a permanent structure. A trailer may be used on a very temporary basis such as a weekend or vacation outing of no more than two weeks duration, except during the construction of a residence when temporary living quarters may be used until the residence is completed.

E. No mobile homes, manufactured homes, modular homes or other prefabricated dwellings shall be allowed on any tract. This shall include all manufactured housing which must be moved in and placed on a slab.

F. No structure with an exterior made of materials other than wood, glass, stone, rock, brick, or comparable form of masonry shall be allowed on any tract.

G. With reasonable diligence, and in all events within nine (9) months from the commencement of construction (unless completion is prevented by war, strikes, shortages of material, labor disputes, or act of God), any dwelling commenced shall be completed as to its exterior and all temporary structures shall be removed.

H. All construction of lot line fences shall meet the approval of the Architectural Control Committee. In order to reflect an estate atmosphere - lot line fences are discouraged.

5. No signs or advertising may be displayed on any tract, except for "For Sale" signs.

6. No noxious, offensive or unlawful activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance.

7. No tract shall be used as a dumping ground. Equipment for the storage of waste material shall be kept clean and sightly. The incineration of garbage or trash on any tract in this subdivision is expressly prohibited.

8. Domestic animals shall be allowed, on all tracts; however, domestic animals shall not be allowed to become objectionable to abutting landowners.

9. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater as determined by the Architectural Control Committee.

10. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks, or recreational vehicles shall be stored or kept for the purpose of repairs on any tract except in an enclosed garage or in facilities protected from the public's view or that of other residents.

11. Both prior to and after the occupancy of a dwelling on any tract the owner shall provide appropriate space for off-the-road parking for his vehicle or vehicles. Driveways shall be constructed from the subdivision road to each residence using either hot-mix asphalt or concrete; however, variances may be granted by the Architectural Control Committee.

12. No outside toilet will be permitted. No installation of any kind for the disposal of sewage shall be allowed which would result in raw or untreated sewage being carried onto adjacent property. No means of sewage disposal may be installed or used except a septic tank or similar or approved sanitary method of sewage disposal meeting the requirements and approval of the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks or other sewage disposal facilities into any road, ditch, or surface easement, either directly or indirectly, is prohibited.

13. A ten foot perpetual easement is reserved over, across and along all platted roadways for the purposes of installing, repairing, and maintaining or conveying such easements to proper parties so that they may install utilities to all tracts in the subdivision. There is also herein dedicated an easement over and along all platted roadways in the subdivision for service vehicles including, but not limited to telephone, electrical, and other service vehicles.

14. For the purposes of maintaining property values the Architectural Control Committee will also see that all roads providing access to, from and through the subdivision are maintained. To accomplish this, an annual assessment not to exceed Fifteen Dollars (\$15.00) per tract shall be made to all tract owners; and, the Architectural Control Committee shall have the power to increase the annual assessments in the event that actual costs exceed Fifteen Dollars (\$15.00) per year. This money shall be used to make improvements to the roads and provide legal aid in connection with the enforcement of the restrictions and to pay the developer's part, if any, of said access road maintenance.

15. All of the restrictions, covenants, and easements herein provided for and adopted apply to each and every tract, and shall be covenants running with the land. In order to prevent a breach or to enforce the observance or performance of same, Developer and any owner of any tract shall have the right, in addition to

272

all legal remedies or remedies elsewhere provided herein, to an injunction, either prohibitive or mandatory.

16. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not effect, in any way, the validity of all other covenants and restrictions -- all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Architectural Control Committee or the Homeowner's Association, if said Architectural Control Committee has been dissolved as herein provided, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected. Any costs incurred by the Architectural Control Committee shall be reimbursed by violator upon demand.

17. A Lien is hereby created against each Tract now existing or hereafter designated by re-subdivision to secure payment of all assessments or costs incurred to cure all violations of these restrictive covenants against that Tract, which Lien shall be subordinate only to ad valorem tax liens and Vendor or Deed of Trust Liens securing purchase money or improvement loans.

18. A. Restrictions and covenants herein provided for and adopted shall remain in full force and effect until January 1, 2004.

B. At the end of the term provided in Paragraph 18-A above, and at the end of each ten (10) year extension herein provided, the restrictions and covenants herein provided for shall automatically be renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of the tracts, and such instrument shall have been recorded in the office of the County Clerk.

19. All lots shall be used solely for the purposes hereinabove described, unless RANCHERS SAVINGS ASSOCIATION shall hereinafter vary same in writing.

20. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without written permission of RANCHERS SAVINGS ASSOCIATION, except for the removal of underbrush, dead limbs, or unsightly debris.

21. All property owners and members of their families shall have ingress and egress to the streets and roadways, as shown on plats of RANCHERS ESTATES.

22. RANCHERS SAVINGS ASSOCIATION reserves to itself, its successors and assigns, an easement or right-of-way over a strip along the side, front and rear boundary lines of the lots hereby conveyed for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to RANCHERS SAVINGS ASSOCIATION to supply such services.

23. All lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

24. RANCHERS SAVINGS ASSOCIATION reserves to itself, its successors and assigns, the right and privilege of altering or amending any one of these covenants either as to their application to a particular lot or the RANCHERS ESTATES SUBDIVISION as a whole.

EXECUTED this 28th day of March, 1985.

ATTEST:

RANCHERS SAVINGS ASSOCIATION

Allyce M. Duncan
CASHIER

by:

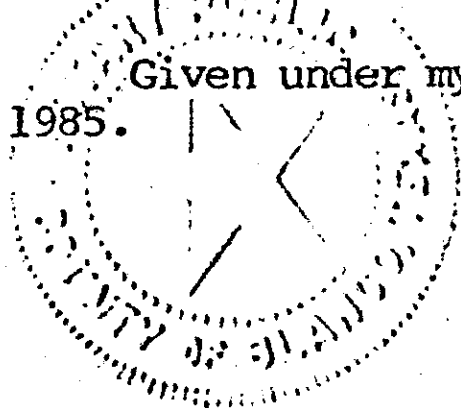
Joel Duncan
JOEL DUNCAN, VICE-PRESIDENT

STATE OF TEXAS X

COUNTY OF BLANCO X

Before me, the undersigned authority, on this day personally appeared JOEL DUNCAN, Vice-President of RANCHERS SAVINGS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of RANCHERS SAVINGS ASSOCIATION, a Texas banking institution, and that he executed the same as the act of said bank and for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 28th day of March, 1985.



Patricia L. Althaus
NOTARY PUBLIC, STATE OF TEXAS
Notary's Printed Name:
PATRICIA L. ALTHAUS
My commission expires: 6-30-88

FILED FOR RECORD MARCH 29, 1985 at 8:51 A.M.
DOROTHY UECKER, CLERK, BLANCO COUNTY, TEXAS
RECORDED MARCH 29, 1985 at 10:40 A.M.