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1. No tract shall be used for any purposes other than for residential purposes. Without limiting the meaning of residential, the definition of residential purposes shall specifically exclude the laying out of a roadway or easement across a lot to reach another tract, whether that other tract is used for residential purposes or otherwise. All plans for construction of structures within the subdivision shall be submitted to and approved by the Architectural Control Committee prior to any construction beginning. The Architectural Control Committee shall have the authority to grant any and all variances to the restrictions set forth herein when it shall be deemed by the Architectural Control Committee that such variances are in the best interests of the applicant and the subdivision as a whole.

2. No dwelling shall be erected on said property of materials other than brick, brick veneer, stone, stone veneer, rock or rock veneer, unless the above-mentioned material constitutes a minimum of seventy-five (75%) percent of the total outside area of said building. The foregoing restriction shall not apply, however, if the dwelling is to be of a Victorian design. The undersigned, or the Architectural Control Committee reserve the right to approve all designs prior to construction.

3. The total floor area of the main dwelling on each tract, exclusive of one-story open porches and garages, shall not be less than one thousand eight hundred (1,800) square feet in the living area. All roofs must have a 7/12 pitch or steeper. Detached garages, workshops, and barns may be constructed on the property so long as they are of good construction, kept in good repair, and are not used for residential purposes and are constructed when the main dwelling is being constructed or at any time after the main dwelling is complete. Any and all such structures shall be constructed so as to be in harmony with the other structures on the same tract and all such structures shall be subject to prior written approval of the Architectural Control Committee.

4. Construction of new buildings only will be permitted. No existing buildings may be moved to any tract in this subdivision and remodeled for purposes of converting same to a dwelling unit. No single-wide or double-wide mobile home or any other type of mobile home may be moved onto the property and no variance may be granted allowing a mobile home to be placed on any tract. All construction within the subdivision shall be completed within six (6) months of the date when such construction was begun.

No camper or recreational vehicle may be kept on the property for longer than 14 consecutive days out of a 30 day period prior to permanent dwelling being constructed on the property, unless the express written consent of the Architectural Control Committee is first obtained. After completion of the main dwelling, a camper or recreational vehicle may be stored on the property as long as the vehicle is not visible from any public road.

5. All easements that are shown on the recorded plat for the purposes of installation and maintenance of utilities, and all such easements hereafter granted for such purposes, shall be observed by each tract owner and shall not be in any manner obstructed so as to hinder or defeat any such easement. All owners of property within the subdivision shall grant any easements which may be shown to be necessary to serve the subdivision or any tract therein with utility services.

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6. The foregoing building use restrictions which are hereby made covenants running with the land shall remain in full force and effect for a period of fifty (50) years from date of recording, and after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of the tracts have been recorded, agreeing to change said covenants in whole or in part.

7. Building set-back lines shall be as shown on the recorded plat, or not nearer than fifty (50) feet from the front property line, or nearer than twenty-five (25) feet to an interior side tract line.

No building of any kind shall be located on any tract nearer than twenty-five (25) feet to any property line. No homes shall be located on any tract nearer than fifty (50) feet to any public road, provided, however as to any tract, the Architectural Control Committee may waive or alter any such setback line if, the Architectural Control Committee's sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Real Records of Somervell County, Texas. All dwellings placed on subject property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

The location of the building refers to the main part of the building and for the purposes of these restrictions and covenants caves, steps or stoops and uncovered porches or terraces shall not be construed as a part of the building, excepting they shall not be constructed so as to permit any portion of a building to encroach upon another tract.

Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than fifty (50) feet from any dedicated roadway. No septic tank may be shared with any other property owners. No more than one (1) septic tank may be constructed and maintained on the property, unless the owner secured a certificate from a registered professional civil engineer that the construction, location and maintenance of more than one (1) septic tank will not pose any pollution, danger, or nuisance to adjoining property owners. There shall be no outside toilet built or used on the premises.

8. No temporary dwelling shall be moved on, nor erected on, said property to be used as a residence.

9. Invalidity of any one of these covenants by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

10. No sign of any kind shall be displayed to the public view on any tract except one sign of not more than five (5) square feet advertising the property view on any tract except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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11. No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time. No vehicles shall be parked for any period of time on the roads serving the interior of the subdivision.

No inoperable vehicles or machinery or vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming, or ranching usage. All materials and machinery must be kept in an enclosed workshop, storage building, barn, or garage.

No junk yard, pipe yard, wrecking yard or other similar business activity shall be allowed on any of the property.

12. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. Livestock may be raised or kept on any tract, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. "Livestock" shall be defined as: one (1) cow and calf pair, or one (1) mare and colt pair, or one (1) ewe and lamb pair. No swine may be kept or raised on any tract. Tract owners shall keep no more than one (1) mature animal per each two and a half (2.5) acres of land owned by them at any given time. Any animal allowed to be kept may be required to be removed in the event that it becomes a nuisance to any other tract owner.

14. No tract shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and in a sanitary condition. Any burning conducted by a tract owner shall be approved in advance in writing by the developer, or by the Architectural Control Committee once all of the tracts in the subdivision are sold. No waste materials, pesticides, or other such similar chemicals shall be used on any tract in a manner which might contaminate drainage areas within the subdivision leading to creeks, stock-tanks, or lakes.

15. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations of between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply to any tract within ten (10) feet of the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages.

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17. When two (2) tracts that adjoin each other the full length of one common side are owned by the same person, then said tracts shall be treated as one (1) oversized tract, and the restrictions pertaining to side tract lines shall be regarded only as to the four (4) outside tract lines and without regard to the said common tract line, except that nothing herein shall abridge, abrogate or annul any easement or other restrictions or covenant of this subdivision.

18. The Developer, Architectural Control Committee, or other person or persons having any right, title or interest in any tract, lot, or parcel of land located in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. The Developer retains the right to grant variances from any of the restrictions or covenants herein.

Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, the Architectural Control Committee to its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Owner, and, in addition thereto, the Developer, the Architectural Control Committee, or its agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

19. Nothing herein shall be construed to prevent the enforcement of these restrictions and covenants by any party hereto, their heirs or assigns or by any person or persons owning any real property situated in said development or subdivision hereby restricted and to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation, nor to prevent any legal entity from so enforcing as prescribed by statute.

20. All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway shall install appropriate culverts or drainage pipe under the driveway as determined by the county commissioner.

21. Dams may be built on creeks or natural waterways only if:

- (1) such dam will not be built so as to back water up or inundate the land of another owner, unless a written easement is obtained from such other owner;
- (2) such dam will not cause the flooding of any roadway; and
- (3) any necessary governmental permits are obtained.

22. These covenants shall run with the land and shall be binding upon the property unless a vote of sixty-six and two-thirds percent (66 2/3) of the owners of the property so restricted agree to change the covenants or restrictions in whole or in part, or to grant a variance, which must be done

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in writing and filed of record in the Somervell County Real Records. However, the Architectural Control Committee may also grant a variance if the Architectural Control Committee determines that such variance is necessary to permit effective utilization of a tract.

23. All functions of the Developer herein provided for may be transferred by Developer to the Property Owners Association at any time after the sale, or contract for sale of 2/3 of the tracts within the subdivision. Such transfer of functions shall be at the discretion of the Developer, but in any event, Developer shall transfer such functions to the Property Owners Association when all tracts in the subdivision shall have been sold. An Architectural Control Committee consisting of three individuals is hereby established. The individuals serving on the Architectural Control Committee must be individuals who own property within this subdivision. The terms of office of the initial members shall continue until the first to occur of the following events: (i) the date on which one hundred percent (100%) of all the tracts shall have been conveyed to owners other than a person or persons constituting or affiliated with the developer of this subdivision; or (ii) the surrender in writing by the developer of its right to appoint or remove members of the Architectural Control Committee as set forth below. Thereafter, the terms of each Architectural Control Committee member shall be for a period of two (2) years or until the appointment of his/her successor. Any new member appointed to replace a member who has died, resigned, or been removed, shall serve such member's unexpired term. Members who have resigned, been removed, or whose terms have expired, may be reappointed.

The right to appoint and remove all members of the Architectural Control Committee at any time shall be and is hereby vested solely in the owners of tracts within the subdivision, including the developer (the "Owners"); provided, however, that the developer reserves the right to appoint and remove members until the expiration of the terms set forth above. Any member of the Architectural Control Committee may at any time resign from the committee by giving written notice thereof to the developer, if, pursuant to this paragraph, the developer has the right to appoint a successor to such member, or if the developer does not have the right, to the Owners.

Except as other wise provided above, vacancies on the Architectural Control Committee, however caused, shall be filled by vote of the majority of the Owners. The Owners shall be entitled to one vote per tract owned at the time of such vote. A vacancy shall be deemed to exist in case of death, resignation or removal of any member. Failure of the Owners to fill any vacancy in the Architectural Control Committee shall not prevent any action by the Committee on any matter to the extent that two members thereof each join in an consent thereto.

Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee on any matter before it.

The Developer/Property Owner's Association shall have the right to make assessments to carry out their stated purposes. No assessment shall be higher than the rate of twenty-five (\$25.00) dollars per month per lot without action of 2/3 of the Property Owner's Association.

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24. No tracts within this subdivision shall be subdivided without the written approval of the Developer or the Architectural Control Committee.

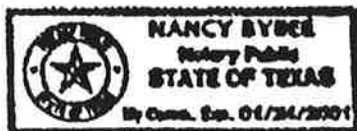
EXECUTED this 10<sup>th</sup> day of August, 1998.

Tom J Brooks  
TOM BROOKS  
Robert Ruckert  
ROBERT RUCKERT

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF SOMERVELL

The foregoing instrument was acknowledged before me on the 10 day of Aug, 1998, by  
TOM BROOKS.

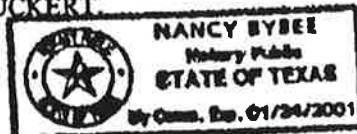


(Acknowledgment)

Nancy Bybee  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF SOMERVELL

The foregoing instrument was acknowledged before me on the 10 day of Aug, 1998, by  
ROBERT RUCKERT.



Nancy Bybee  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

TIMOTHY L. (TIM) RUDOLPH

PREPARED IN THE OFFICE OF:

TIMOTHY L. (TIM) RUDOLPH

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