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DECLARATION OF RESTRICTIVE COVENANTS
AND USE LIMITATIONS

THE STATE OF TEXAS)
)
COUNTY OF HAYS)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, The Courtright Corporation for the purposes of instituting and carrying out a uniform plan or scheme for the development and sale of the following described lands in Hays County, Texas, to-wit:

SEE ATTACHED EXHIBIT A OF FIELDNOTE DESCRIPTION OF TRACTS A THROUGH N.

as hereafter sold by them in acreage parcels or tracts to various third parties, do hereby DECLARE, ADOPT, IMPOSE, and DESIGNATE, and by these presents have DECLARED, ADOPTED, IMPOSED, and DESIGNATED, in behalf of itself and its successors, legal representatives, and assigns, as the owner of all such lands the hereinafter recited restrictive covenants and use limitations covering all such tracts or parcels thereof, with it being expressly here provided that all such restrictive covenants and use limitations shall become a part of all contracts for sale, contracts for deed, deeds and other legal instruments whereby the title or possession of any part or portion of such property as hereafter conveyed or transferred, such restrictive covenants and use limitations being as follows, to-wit:

1. That all of the above described lands and premises shall hereafter be used for residential purposes only, with it being intended that no commercial or business use of any such property including clinical, shall be permitted and, specifically, that no signs shall be placed on any part or portion of such property indicating a commercial use thereof.

2. There shall be permitted one, and only one, single family residential unit on each parcel of such property hereafter with each such single family residence to be set back at least 150 feet from the boundary line of the roadway adjacent thereto and to be constructed of new materials in a good and workmanlike manner to the end that the same will present a neat and attractive appearance in the area thereof; all dwellings shall be of new construction and no dwelling exclusive of open porches, garages, carports and patios shall be permitted that has less than 1000 square feet of ground floor area for a single story building or less than 600 square feet of ground floor area for a building of more than one story.
3. That those parcels containing 10 acres or more may be further subdivided into parcels of not less than 5 acres each. Such further subdivision shall not take place less than 3 years from date of the deed conveying such parcel from the undersigned. Such subdivided lots shall continue to be subject to the covenants and use limitations herein contained. Parcels of less than 10 acres shall not be further subdivided.
4. That all buildings, dwellings, garages, barns and other outbuildings hereafter constructed on any part or portion of such land must be set back at least 150 feet from any public or private roadways heretofore or hereafter provided for on such property, must be set back at least 30 feet from the side lines of the parcel of land upon which the same is built and must be constructed of new materials in a good and workmanlike manner to the end that the same will present a neat and attractive appearance in the area thereof; and

5. That the entire exterior walls of all dwelling units or other buildings hereafter constructed on any portion of such property must be completed within one year after the commencement of work thereon or the placing of materials therefor on said property, whichever occurs the earliest, and in connection therewith it is understood that by the use of the word "completed", is also meant the finishing of all such exterior walls; and
6. That no garage, shack or temporary buildings will be permitted on any part or portion of such property as temporary living quarters thereon. Detached servant's quarters may be constructed provided the same is built in conjunction with or after the main dwelling unit to which it is appurtenant is built. No existing dwelling, building, or structure may be relocated or moved onto any parcel. No mobile home or portable building may be placed on any parcel; and
7. That all water wells drilled on such property shall be cased and cemented in accordance with the rules and regulations of the Health Department of the State of Texas; and
8. That all sewage disposal systems constructed on said property shall be of the septic tank and field drains type as recommended by the Texas State Health Department, and in no event will a cesspool or outdoor toilet be permitted on said property; the design of such septic tanks and drain fields shall be submitted to and approved by the County health official of Hays County and the installation and construction of such septic tanks and drain fields shall be inspected and approved by said health official; and
9. That no animals or fowl will be permitted on any part of such property other than those that are normally

found in suburban subdivisions for normal family use and pleasure, including, but not limited to, horses, cows, sheep and goats, with it being specifically here provided, however, that no swine may be raised on such property and that no cattle or fowl feeding or other operations on a commercial basis will be permitted on any portion of said property; and

10. That no part or portion of such property shall be used as a junkyard or as an area for the accumulation of scrap, used materials, inoperative automobiles or inoperative machinery. No part or portion of such property shall be used for any purposes that becomes an annoyance or nuisance to the other owners of said property. There shall be no quarrring, mining, excavation, or removal of timber except what is necessary for the construction of dwellings or outbuildings on the property; and
11. Hunting will not be permitted on any parcel herein described.
12. Architectural Control: No structure, building, or fence shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Royce D. Brown, Royce D. Brown, Jr. and Larry J. Urban. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be

entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the tracts or parcels shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

If through error or oversight or mistake an owner of a parcel of land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels in said land to change, alter or violate any of the restrictions and limitations herein contained.

The undersigned hereby retain the right, in the furtherance of the uniform plan for the development of such property as a residential neighborhood, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property provided they, in the exercise of their best judgment and discretion, are of the opinion that any

such amendments or variances would be in the furtherance of the uniform plan for the development of such property. The undersigned shall also perform all of the other duties and obligations imposed upon them under the provisions hereof.

The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise, of said land whether by descent, devise, purchase or otherwise, and any person by the acceptance to title to any parcel of said land, including any person procuring the right by contract to acquire title to any parcel of said land, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations thereon, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Hays County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any parcel of land.

The restrictive covenants and use limitations herein published and impressed on all parcels of said lands shall be binding on all of the owners of parcels or portions of said land for a period of twenty-five (25) years from and after date hereof, and from and after such date shall automatically be extended for an additional term of twenty-five (25) years unless by a vote of three-fourths (3/4) of the record owners of such land calculated on an acreage basis, with each husband and wife being considered as one owner, taken prior to expiration of said twenty-five (25) years and filed for record in the Deed Records of Hays County, Texas, it is agreed

that these restrictive covenants and use limitations shall terminate as to said land.

It is expressly understood that the undersigned, its successors, legal representatives or assigns, or any one or more of the owners of parcels of said land, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both in order to prevent a breach thereof or to enforce the observance thereof, which remedy however shall not be exclusive and the undersigned, its successors, legal representatives and assigns, or any other person or persons, owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

WITNESS OUR HANDS at Corpus Christi, Texas, this _____ day of _____, A.D., 1977.

THE COURTRIGHT CORPORATION

ATTEST:

Secretary

Larry J. Urban, President

THE STATE OF TEXAS)
COUNTY OF NUECES)

BEFORE ME, the undersigned authority, on this day personally appeared LARRY J. URBAN, President of THE COURTRIGHT CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1977.

Notary Public in and for
Nueces County, Texas