

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### I. RECITALS AND DECLARATIONS

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots, Declarant declares that all of the lots will be held, sold and conveyed subject to the following covenants, conditions and restrictions, which will be binding on all parties having any right, title or interest in the lots, their heirs, successors and assigns and will inure to the benefit of each owner of such lot, title or interest.

### II. USE RESTRICTIONS

The lots will be occupied and used only as follows:

- A. Each lot will be used for one residence for a single family and for no other purpose. No lot may be re-subdivided less than ten (10) acres.
- B. No temporary structure, temporary outbuilding, tent or free-standing basement erected on any lot shall at any time be used as a temporary or permanent residence. A mobile home or travel trailer may be placed on the property at the beginning of construction of a permanent residence and must be removed immediately at the completion of permanent residence, not to exceed a total of one year.
- C. Move-on houses are allowed, but must be approved by Larry Tebben (or his successor or assigns) on an individual basis. A performance bond is required by a surety listed in A.M. Dests having a rating of B or better. All construction of all improvements must be of new material. All residence will be at least 1400 sq. ft., exclusive of open porches, patios, carports and garages.
- D. Mobile homes, modular homes and geodesic type homes are not allowed.
- E. All buildings or structures shall be set back at least 100 feet from all boundary lines.
- F. Corrugated steel, tin or C channel metal panels are not allowed for residential construction. Architectural panels such as standing seam, R-panel, M-panel or channel drain are allowed on either galvanized, galvalume or prepainted finish.

*RT* *ad*

EXHIBIT B

2631 N. US Hwy 281  
Johnson City, TX.

SEP-11-97 04:23 PM TOWN CREEK PROPERTIES

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219 868 4055F.09  
P.10

SEP 11 1997 04:23 PM

KEITH A. WALKER

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- G. No junk cars, abandoned cars, or inoperable cars shall be kept on any lot. No lot shall be used for dumping trash or garbage. All trash or other waste material shall be kept in sanitary containers located in appropriate areas concealed from public view and shall be regularly removed from each lot by an appropriate trash hauling company.
- H. No outside toilet facilities shall be constructed or maintained on any lot. All septic systems must be approved by the appropriate regulatory authority and shall be maintained at all times in accordance with all applicable laws and regulations. Each lot owner shall be responsible for the cost, expense and maintenance of his septic system and water well as regulatory authorities may require.
- J. To enable Declarant to maintain the present agricultural tax exempt status, all lots within the subdivision are subject to livestock grazing by the Declarant's cattle, sheep, goats, or horses, but any lot owner has the right to fence out, at the lot owner's expense, Declarant's stock. Declarant shall in no way be liable for any damage from stock grazing or use caused by any lot owner's failure to fence his lot. Each lot owner may fence his lot at his expense so long as the fence or fences are built and constructed in a workmanlike manner in accordance with prudent ranching practices in Central Texas. (Example: Cedar posts or creosote posts at least 4 inches in diameter with cedar or steel "stays" with net wire bottoms and two or three "slick" or "barbed" wires on top; or five or more "slick" or "barbed" wires only, without any net wire.) Purchaser may construct fence totally out of wood, lumber, splits rails or rock.
- I. Lot owners are permitted to run stock on any lot as is customary in Central Texas. No commercial feed lots are permitted. Owners may keep domestic or exotic animals or birds (fowls) in pens or stalls so long as the operation is not a health hazard and the grounds are kept in a neat and sanitary condition. No swine or hogs will be allowed on any tract. Lot owners must restrict dogs to their own property. Nuisance animals are not allowed.
- K. Any over-stocking outside of corrals that results in the denuding of all or substantially all of the ground cover or the removal of bark from trees is prohibited.
- L. Any brush or timber that is bulldozed or cleared from any tract must be promptly removed, shredded or burned in accordance with all applicable laws and regulations.
- M. Discharge of firearms in the subdivision for hunting or other recreational purposes is prohibited.

III. OBLIGATION TO REPAIR AND REBUILD

Each owner will, at his sole cost and expense, repair his residence, keeping it in a condition comparable to its condition at the time of its initial construction, excepting only normal wear and tear. If a residence is damaged or destroyed by fire or other casualty, it will be the duty of the owner, with all due diligence, to rebuild, repair or reconstruct the residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction will be undertaken within three months after the damage occurs, and will be completed within nine months after the damage occurs, unless prevented by causes beyond the control of the owner.

IV. ENFORCEMENT

Declarant and all owners shall have the right to enforce, by an proceeding at law or in equity, all restrictions, liens, and charges imposed by this declaration. Failure by declarant or by any owner to enforce any covenant or restriction will in no event be deemed a waiver of the right to do so subsequently.

V. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment of court order shall not affect any other provisions, which will remain in full force and effect.

VI. AMENDMENTS

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than two-thirds vote of all lot owners (but with each lot entitled to only one vote in the event of multiple owners of any lot.)

VII. SUBORDINATION

No breach of any of the covenants contained in this declaration will defeat or render invalid the lien of any deed of trust made in good faith and for value as to any lot, but such conditions will be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

*Handwritten initials: DM, EJS*

ATTACHED TO THESE PROVISIONS:

FILED this 5<sup>th</sup> day of Oct 1998  
8:40 A M

DOROTHY UECKER  
COUNTY CLERK, BLANCO COUNTY, TEXAS  
By *Devin Schaefer* Deputy

Any provisions herein which restrict the sale, rental or use of the described property because of color or race is (are) and unenforceable under Federal law STATE OF TEXAS COUNTY OF BLANCO I hereby certify that this instrument was FILED in File Number [blank] on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

OCT - 7 1998



*Dorothy Uecker*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS