

REDSTONE OAKS RANCH

RESTRICTIONS

I.

DECLARATION

It is hereby declared that all of the above described property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof. Any contract, deed or deed of trust which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract, deed or deed of trust.

II.

DEFINITIONS

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Tract" shall refer to any portion of the Property, as owned by any Owner.

III.

RESTRICTIONS

1. No mobile, modular, pre-manufactured and/or industrial built home shall be used as a dwelling or stored on any Tract except as a temporary construction office during active construction, but no longer than twelve (12) months.

2. Swine shall not be kept on any Tract other than in connection with a sanctioned 4-H or FFA livestock project. Other livestock, pet and poultry shall be permitted provided

said livestock is kept within the boundaries of said Tract at all times, and they are not offensive to adjacent landowners by smell, sound, or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals, except horses, conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.

3. No structure of a temporary character, trailer, RV, camper, tent, shack, garage, or other out building shall be used on any Tract at any time as a residence, either temporarily or permanently.

4. Except as hereinafter provided, no Tract shall be used for any commercial purposes, (Example, RV Park, off road vehicle park, advertising signs or billboard), except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures). No industrial pursuit or enterprise shall be permitted to be conducted on any Tract. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of:

- a. Auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture.

Agricultural use and the processing of agricultural goods into commercial products (for example-winery, and any accompanying wine tasting room) are declared not to be a prohibited industrial pursuit or enterprise.

5. The operation of a "B & B" (Bed and Breakfast) as the term is generally understood in the City of Fredericksburg is permitted, so long as there are not more than two (2) free standing units and not more than three (3) adjacent units in any free standing unit.

6. No cellular tower or other type of commercial tower shall be erected or placed upon any Tract.

7. Abandoned or inoperative equipment, vehicles, or junk shall not be permitted or stored on any Tract or any portion of any ingress or egress easement accessing any Tract.

8. Owners are to keep said property free of litter at all times. No landfill or disposal of any kind shall be allowed that would adversely affect the natural beauty and value of any adjacent property or violate any statutes or ordinances prohibiting the placement, burial or disposal of any prohibited substance. Garbage or refuse shall not be buried on any Tract.

9. Surfacing, mining (including, but not limited to stone, gravel, sand, caliche), exploration of any type which will damage the surface is prohibited. Road material including gravel or caliche, used to construct roads on the property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition.

10. The Property shall not be subdivided into more than____(____) tracts with each tract containing a minimum of twenty-five (25) acres. Each such tract shall be in compliance with applicable subdivision rules, regulations, laws or ordinances.

The above restrictive covenants shall run with and bind the herein described premises and shall be effective until the expiration of fifty (50) years after the date of this deed, and shall be binding upon the Grantee, their heirs, successors or assigns, and shall be enforceable by Grantor herein, its successors and assigns, to any adjacent real properties presently owned by Grantor.