

COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
WHISPER VALLEY RANCH  
MEDINA COUNTY, TEXAS

1. Affirmative and Protective Covenants: Every Ranch (all of which Ranches are referred to as the "Property") shall be restricted as follows:

- a. The Property shall be used for residential, recreational, agricultural purposes only. No cattle feed lots, dairy farms, or business without permission of the Grantor
  - b. No purchaser of a ranch shall be permitted to lay out a road, easement or other means of ingress or egress across any Ranch to provide access to other property without Grantor's written approval.
  - c. Residences shall consist of custom-built homes only with a minimum of 1,400 square feet. No modular, "double-wide" or "single-wide" manufactured homes will be permitted. All structures must be no nearer than one hundred fifty feet (150') from the boundary line of any Ranch. Distance requirements may be modified by written approval of Grantor.
  - d. No camper or recreational vehicle may be occupied overnight on any Ranch except for periods of no more than sixty (60) consecutive days out of any period of ninety (90) days before a permanent dwelling is constructed on the Ranch.
  - e. Prior the commencement of construction, all buildings, whether residential or otherwise, and fences shall be approved by the Architectural Control Committee.
  - f. No more than two residences may be located on any Ranch without Grantor's written approval.
  - g. There shall be no operations of any form of gun club, skeet range, or rifle association on any Ranch whether such operation be public or private in nature. There shall be no discharge of firearms upon any property in a manner which is unsafe, or which in any way constitutes danger to persons, property, or livestock, regardless of where located, or from any road traversing through said property, at any time or in any manner whatsoever.
  - h. No excavation of any materials, other than for landscaping, construction on buildings, driveways, etc., will be permitted without Grantor's written approval.
  - i. There shall be no use of any Ranch as a dump ground for rubbish, abandoned vehicles, garbage, or other waste, or as a landfill area. No junk or wrecking yard shall be located on any Ranch.
-

- j. Domestic livestock kept on any Ranch shall not exceed in quantity the number of animal units recommended by the Medina County Extension Agent or his office.
- k. No noxious or offensive activity shall be carried on upon the Property nor shall anything be done which would reasonably constitute an annoyance or nuisance to any adjoining property. No property shall be maintained or utilized in a manner as to violate any applicable statute, ordinance, or regulation of any governmental agency having jurisdiction thereof.
- l. No construction of any improvements (except for driveways) or obstructions of any type, including fences, shall be allowed within fifteen feet (15') of Whisper Trail.
- m. Any damage caused to Whisper Trail during construction shall be repaired at the expense of the property owner.

2. Road Maintenance Association: Owners and Occupants of each ranch shall be subject to mandatory membership in the Whisper Valley Ranch Road Maintenance Association ("Association") to maintain Whisper Trail, and therefore be bound by its rules and regulations, including the following:

- a. The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount established in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds aforementioned. There shall be annual charge of \$50.00 per Ranch paid to the Association. The association may increase the amount of the Annual Charge, but the Annual charge shall in no event be greater than \$250.00 per Ranch per year. The maintenance fund charges shall cease for any Ranch at such time as the road adjoining said Ranch is accepted by Medina County.
  - b. The Annual Charge shall be billed each year on the first day of December and unless the owner or occupant of any Ranch shall pay the Annual Charge by the twentieth day of December of each year, the same shall be delinquent and shall bear interest at the maximum legal rate until paid.
  - c. The Annual Charge hereby imposed shall be and remain a first charge against and continued first vendor's lien against any Ranch, and shall run with, bind and burden such land. Provided, however, the lien of any mortgage, mechanic's lien, contract, deed of trust, or vendor's lien imposed as a bona fide security for purchase of money, construction loan or improvement loan on the ranch in question shall not be invalidated by the foreclosure of the lien imposed by the Annual Charge.
-

d. If the owner or occupant of a Ranch shall fail to pay the Annual Charge when due, the Association shall have the right to enforce the Vendor's lien which is hereby imposed, under the laws of the State of Texas, including a foreclosure sale and deficiency decree, subject to the same procedures as in the case of deeds of trust.

e. Such funds received by the Association shall be used by it solely for the payment of any expenses in maintaining Whisper Trail, together with landscaping and ancillary drainage and other facilities, if any, within the boundaries of Whisper Valley Ranch.

3. Architectural Control Committee: No building shall be erected, placed, or altered on any Ranch without the approval of the Architectural Control Committee and compliance with the provisions of these covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any ranch without the approval of the Architectural Control Committee. Thereafter, all buildings and fences shall be kept in good repair, and any paint or other finish shall be maintained in good condition.


4. Enforcement and Compliance: The record owner of each Ranch whether or not in possession, and each occupant of the Ranch whether or not record owner, are bound by these Covenants and Restrictions and are jointly and severally responsible for compliance with these Covenants and Restrictions by themselves and the others. The record owner shall fully inform any tenant other non-owner occupant of these Covenants and Restrictions and of the obligation to comply with them. Each owner and occupant waives notice of non-compliance with these Covenants and Restriction. If any owner or occupant fails to abide by these Covenants and Restrictions, any other owner, occupant or the Grantor of any Ranch may initiate a suit or other proceeding at law or in equity to enforce these Covenants and Restrictions and seek damages or any other legal remedy, including injunctive relief to prevent construction, to remove improvements, or otherwise to compel compliance.


5. Owner's Right To Amend: These Covenants and Restrictions may be amended at any time by means of a written, recorded amendment signed by the Owners of no less than seventy percent (70%) of the Ranches with one vote per Ranch. Further, under the same procedure required for an amendment under this paragraph, waivers or variances of these

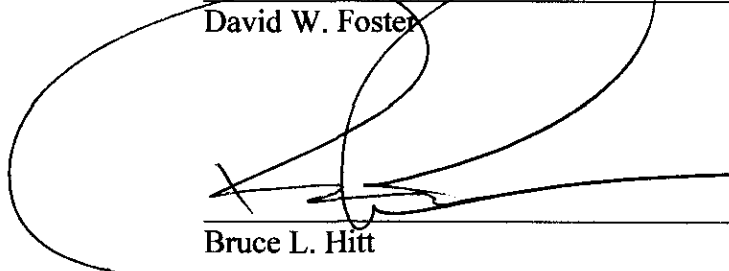
---

Covenants and Restrictions may be granted from time to time with respect to any Ranch, or with respect to any particular owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be effected.

Executed this 8<sup>th</sup> day of June, 2010

  
Adam W. Foster

  
David W. Foster

  
Bruce L. Hitt

STATE OF TEXAS

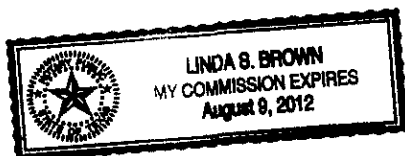
COUNTY OF MEDINA

Any provision here which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF MEDINA

hereby certify that the Instrument FILED in number sequence and stamped hereon by me and was duly RECORDED in the Official Records of Medina County Texas on 06/09/2010  
COUNTY CLERK  
MEDINA COUNTY, TEXAS

This instrument was acknowledged before me on the 8<sup>th</sup> day of JUNE, 2010, by ADAM W. Foster, DAVID FOSTER, BRUCE HITT.



  
Notary Public, State of Texas