

**ORIGINAL**

MORRIS RANCH RIVER ESTATES

TO

THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MORRIS RANCH RIVER ESTATES

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF GILLESPIE §

WHEREAS, DORIS W. McCORD ("Declarant") is the owner of that certain tract of land situated in Gillespie County, Texas, and being more particularly described as follows, to wit:

BEING 164.212 acres of land, being 84.578 acres out of the J.W. & R. Leavitt Survey No. 80, Abstract No. 413; 79.274 acres out of the J.W. & R. Leavitt Survey No. 75, Abstract No. 409; and 0.36 acre out of the J.W. & R. Leavitt Survey No. 181, Abstract No. 430, and being more particularly described in Exhibit "A" attached hereto and incorporated by reference ("Property")

WHEREAS, the Declarant will hold, sell and convey the above described Property, the Morris Ranch River Estates, an unplatted Subdivision, subject to certain protective covenants, reservations, conditions, restrictions and charges which are for the purpose of protecting the value and desirability of 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, and which shall run with said Property as hereinafter set forth:

Definitions

"Single Family Dwelling" shall mean and refer to any improvement on a tract which is designed and intended for use and occupancy as a residence by one individual, by a single family, or by individuals related by blood, marriage or adoption, who are maintaining a common household.

"Owner" shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Tract" shall mean and refer to any plot of land out of the Property, and shall include any plot of land subdivided out of a Tract.

Restrictions

1. Single family dwellings shall contain a minimum of 1400 square feet of living area, exclusive of porches, breezeways, carports garages, or basements. The minimum square

footage of living area shall be that area which is heated and cooled. The exterior of the residence shall be constructed of wood, masonite or comparable material, rock, hardy board, stone, brick or masonry. No residence or other structure of more than two stories shall be erected on a Tract.

2. The Property shall be used solely for residential and/or agricultural purposes. Only one single family dwelling shall be permitted on any one Tract.

3. Servant's quarters, one guest house, and outbuildings may be constructed on the property after completion of construction of a single family dwelling. For purposes of these covenants, a bed and breakfast or temporary guest lodging business is prohibited.

4. The exterior of any building shall be completed not later than twelve (12) months after laying the foundation of that respective building. No external lighting shall be installed on a Tract which is an annoyance or nuisance to the other Tract Owners. No external antenna, satellite receiving dish greater than thirty (30) inches in diameter, or other telecommunication device or equipment shall be permitted on a Tract unless totally screened from view from adjacent roads or adjoining property.

5. A single family dwelling shall not be occupied until the exterior thereof is completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department or other governing body controlling wells and septic systems.

6. No single family dwelling shall be moved onto any Tract. All single family dwellings shall be constructed, and erected on the Tract. Mobile, modular, pre-manufactured and/or industrial-built homes shall not be used as a single family dwelling nor stored on any Tract. All boats, tractors, golf carts, ATV's, RV's, buses, travel trailers, motorcycles, and other similar types of vehicles shall be stored in an enclosed garage facility.

7. A single family dwelling shall not be erected on any Tract nearer than thirty (30) feet from the front, side, or rear property line. Other buildings erected on a Tract shall not be nearer than thirty (30) feet to any property line.

8. During the construction period of a single family dwelling, a Tract Owner may camp in his recreational vehicle on his Tract for a period not exceeding six (6) months. Prior to the construction of a single family dwelling, a Tract Owner shall be permitted to camp on his Tract overnight in either a recreational vehicle or a tent for a continuous period not to exceed ten (10) days nor more than forty (40) days total in any calendar year, PROVIDED the Tract Owner is present during that time. The campsite shall not be closer than fifty (50) feet to any property line.

9. No Tract shall be used for any commercial purpose except livestock grazing and permanent agricultural crops, including vineyards, fruit trees, pecan groves and permanent grass (i.e., hay meadows, coastal Bermuda grass or grazing pastures).

10. A church shall not be erected on any Tract.

11. Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any Tract. Owners are to keep said Tract clean and neat in appearance and free of litter at all

times. Garbage or refuse or any hazardous materials, as defined in any law of the State of Texas or Federal Government, shall not be buried on any Tract. Noxious or offensive activity shall not be permitted on any Tract nor any activity which would be considered an annoyance or nuisance to the Property.

12. Swine and poultry shall not be kept on any Tract. Other livestock and pets ("animals") shall be permitted provided such animals are sheltered and kept within the boundaries of the Owner's Tract at all times. There shall be no commercial feeding operation nor commercial breeding of animals or fowl on any Tract. Animals used for grazing a Tract while simultaneously raising young (for example cow/calf operations) shall not be considered commercial breeding animals.

13. All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence-building standards regarding quality and appearance. Decorative cedar log fences are permissible.

14. Mineral exploration of any type which will damage the surface shall not be permitted on any Tract.

15. No Tract shall be leased or subleased for hunting purposes.

Ad Valorem Taxes

Each Owner is responsible for securing an agricultural or wildlife exemption under the Texas Property Tax Code. All Owners are responsible for the property taxes owed on their Tract(s).

Term

This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until July 27, 2011, unless amended as herein provided. After July 27, 2011, this Declaration including all such covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years each, unless amended as herein provided or extinguished by a written instrument executed by the Owners of 66% of the total area of the Property then subject to the Declaration and filed of record in the Official Public Records of Gillespie County, Texas.

Amendment

This Declaration may be amended at anytime by the Owners of 75% of the total area of the Property then subject to this Declaration, and filed of record in the Official Public Records of Gillespie County, Texas. A copy of the Amendment as recorded shall be forwarded to the address maintained by the Gillespie Central Appraisal District of all Tract Owners.

Invalidity and Waiver

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictive covenants or the application thereof shall not be affected thereby, nor shall any failure of the Owners or a Tract Owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

Owners and every other person, firm or corporation hereinafter having any right, title or interest in any Tract in the Property shall have the right to enforce, by any proceeding at law or in equity all restrictive covenants by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

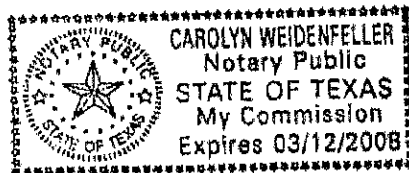
EXECUTED this 27th day of July 2006.

Doris W. McCord
DORIS W. McCORD

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 27 day of July, 2006, by DORIS W. McCORD.



Carolyn Weidenfeller
Notary Public, State of Texas