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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS
MAYO-KIRBY SPRINGS, INC.**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

THAT WHEREAS, Mayo-Kirby Springs, Inc., a Texas Corporation, hereinafter called "Declarant," is the owner of all that certain real property located in Hays County, Texas, described as River Mountain Ranch, Section 2, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 7, Page 53-55, Hays County Plat Records.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD and CONVEYED subject to this Declaration of Easements, Covenants, Conditions and Restrictions for the purpose of protecting the value, desirability and attractiveness of, and which shall run with, the real property, and any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The real property described herein above shall hereinafter be referred to and known as RIVER MOUNTAIN RANCH, SECTION 2, which shall hereafter be subject to the following:

A. LAND USE

1. All Lots in RIVER MOUNTAIN RANCH, SECTION 2, are restricted to use for residential purposes only, except for one lot to be designated by Declarant for placement of a sales office and those lots hereafter exempted. No signs shall be placed on any part of these residential lots indicating a commercial or non-residential use thereof. All tracts of seventy-five (75) acres or more shall be exempt from these deed restrictions and shall be restricted separately in each respective deeds.

2. No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property which are raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include horses,

chickens, and household pets. No swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feeding or commercial operations, expressly including commercial kennels, be permitted all of which are expressly prohibited, except animals for 4-H or FFA purposes. If any member of an owner's family is under the age of nineteen (19) and is a bonafide member of a 4-H Club or Future Farmers of America Club, then one animal per each member (but not in excess of three) shall be permitted for the purpose of raising such animal for competition or as part of a club project, provided, however, that (1) such animal shall be kept in a sightly pen or other enclosure, (2) the lot shall be kept clean and in a sanitary and odorless condition, and (3) the animal shall be removed from the lot upon completion of the competition or club project. Chickens (no guinea fowl or pea fowl) shall be permitted provided their number is limited to three (3) per acre. Shelter for these animals shall be located in the rear one-third (1/3) of the property, not visible from the road, a minimum of fifty feet (50') from the side property line, and neatly maintained. Exotic Game shall be allowed upon the property, with the exception of those that would affect the health, safety, and/or welfare of any of the land owners within the subdivision. Any and all animals, including household pets, require appropriate fencing to confine them to their lot. No animal shall be permitted until this appropriate fencing is completed.

3. No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles, or machinery, or other unsightly storage of personal property be permitted.

4. No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.

5. No hunting shall be permitted on any lot of less than seventy-five (75) acres and no fireworks shall be permitted on any lot.

6. No residence shall be erected on any part of said property or building site having less than sixteen hundred fifty (1650') square feet of floor space livable area in main building with one-half (1/2) thereof of masonry construction, with exception of Log homes which will not require one-half (1/2) of masonry construction.

7. All buildings erected on the premises shall be of new construction and materials. No buildings or portion of building of old material may be moved into said subdivision.

8. It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. It is also contemplated that dwellings be of traditional country mode and not modern looking facilities which would look out of place in rural surroundings. No metal walls or walls of temporary sheeting will be allowed. The entire exterior walls of all dwelling units or other buildings hereafter constructed 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.

9. No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; all septic tanks must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body for compliance purposes hereunder.

10. No tents or campers, trailers or other vehicles shall be used on any of the property for residential purposes, on a temporary or permanent basis. No pre-manufactured, modular, trailer or any other structure not built on site shall be permitted. No Jim Walters type of home or other comparable types of homes shall be permitted.

11. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. Waste placed by the roadway for pickup shall be in disposable containers.

12. No structures used for storage purposes shall be erected or placed upon any parcel which will be visible from any roadway, unless placed within the most rear one-third (1/3) of the parcel, that being such portion farthest away from any roadway. All such structures shall be neatly maintained.

13. No re-subdivision of any tract of less than 5.00 acres shall be permitted except that this restriction shall not apply to any tract acquired by the Veterans Land Board of the State of Texas nor to any tract mortgaged for construction purposes and subsequently foreclosed upon.

14. RIVER MOUNTAIN RANCH, SECTION 2, has a five (5) year cattle lease with Robert W. Mayo, who will maintain the exterior fencing in return for the grass lease for his cattle. Any owner of any tract of land who elects not to have livestock grazed upon his property under the existing five (5) year cattle lease or any future lease of Declarant or Property Owners Association upon the subdivision, will need to fence off his property. Any change of use of property could result in a rollback tax which will be the responsibility of lot owner unless it is caused by Declarant.

15. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon said property. No exploratory work may be performed upon, above or under the property.

B. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are located in a strip thirty (30') feet in width adjacent to the sixty (60') foot road easement, as shown on the plat of the subdivision and a ten (10') foot easement along all the property lines of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Owner. Any owner who purchases two or more contiguous tracts shall have the right to abandon the interior lot line easement or easements without the consent or approval of the Architectural Control Committee or the Association provided that the utility companies do not foresee a need for the easement. Also, there will be an equestrian/walkway easement within the sixty (60') foot road easement.

Horses will not be allowed to roam the easement unaccompanied or to be tied up in the easement without the consent of the adjacent land owner for a period exceeding eight (8) hours.

C. LANDOWNERS' AGREEMENT

At such time that one hundred (100%) percent of the lots have been sold and conveyed by Declarant or when it is deemed reasonable and proper by Declarant, a Property Owners Association shall be created to be made up of the Owners of the property within RIVER MOUNTAIN RANCH, SECTION 2, (the subdivision). A governing board of at least three (3) officers shall be elected by owners within the subdivision. Election of officers shall be made annually. Amendment of the by-laws shall require a three-fourths (3/4) vote of the property owners.

Declarant shall have authority to serve as the Architectural Control Committee, until such time as all of the property within the subdivision has been sold by Declarant or at such time that Declarant appoints at least, three (3) owners to serve as the Architectural Control Committee who shall serve for a period of one (1) year, and thereafter, members of the Committee shall be appointed by the Board of Directors of the Property Owners Association.

In order to provide for the installation, operation, repair, and maintenance of any roads, streets and any common area within the subdivision (hereinafter referred to as "common areas"), Declarant, for the benefit of itself and each successor owner of a tract within the subdivision, hereby binds Declarant and Declarant's successors and assigns, as follows:

Declarant establishes an area to be designated "Park" on the plat of River Mountain Ranch, Section 2, which shall comprise approximately 3.091 acres and shall be for the use of all owners within River Mountain Ranch, Section 1 and Section 2, as a park area. Upon the formation of a Property Owners Association, Declarant shall deed the area designated "Park" to the Property Owners Association. The park area and all roadways shall be referred to as the "common areas".

At any time and from time to time as any of the common areas in the subdivision are not being maintained by Hays County, a city, or other type of taxing authority within which the subdivision is located, Declarant may convey such common areas to a nonprofit corporation, or other organization, formed by Declarant for the purpose of owning, maintaining, operating and repairing the common areas (the "Association") which shall have such supervisory authority to provide for the proper maintenance, repairs and operation of the common areas as may be appropriate to the subdivision. The Association shall not be liable to any owner of any interest in such subdivision for any damage, claim or expense, for the manner in which said common areas are operated, maintained and repaired, or for failure to operate maintain or repair such common areas.

Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separate from ownership of a tract. Each tract owner shall have one vote per tract. ONLY the Declarant, at its sole judgment, shall change, add to, make amendments, or give variances to the restrictive covenants until all lots are sold. Thereafter, such changes, additions, or amendments shall require the consent of two-thirds (2/3rds) of the property owners, provided however, the Architectural Control Committee shall have the authority to grant variances when deemed appropriate by the Committee to maintain the integrity of the property, enhance the property, save trees, or utilize a better building site.

Subject to the approval of the Declarant, additional property and common areas may be annexed to the subdivision or made a part of the Property Owners Association. At such

time that Declarant has sold all lots within the subdivision such annexation shall require a majority vote of the owners of lots within the subdivision.

In order to provide a fund for the proper maintenance of such common areas (hereinafter called "Maintenance Fund") including, but not limited to payment of taxes and maintenance of roadways, there is hereby imposed upon each tract in the subdivision an annual maintenance charge which initially shall not exceed one hundred (\$100) dollars per tract, provided, however, such maximum charge shall be adjusted on an annual basis commencing with calendar year 1995 for changes in the Consumer Price Index (all Urban Consumers National Index) as follows: For calendar year 1996 and each subsequent calendar year the maximum charge shall be adjusted in January by multiplying such initial maximum charge of one hundred (\$100) dollars by the ratio of the Consumer Price Index for the immediate preceding December divided by the Consumer Price Index for December, 1994 (base 1967-100.0). The Consumer Price Index currently is published by the United State Department of Labor, Bureau of Labor Statistics. If such index ceases to be published, it shall be replaced by a substantially equivalent index selected by the Declarant or the Association. Once assessed such maintenance charge shall be payable at such intervals as selected from time to time by the Declarant or the Association by each owner of a tract in the subdivision. Any delinquent maintenance charge shall accrue interest at any annual rate determined from time to time by the Declarant or the Association (which shall not exceed the maximum lawful annual interest rate) from the date of delinquency until paid. The maintenance charge hereby imposed shall not apply to Declarant, or to any tract to which Declarant owns both the record and beneficial title.

Neither Declarant nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

The Declarant, until such time as it deems necessary, may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the common areas which the owners and/or occupants of tracts may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location. It is agreed and understood that the judgment of the Declarant, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Declarant (and Association, when formed), as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each tract in the subdivision subject to such charge. There is hereby granted unto the Declarant (and Association, when formed) an express lien against each tract of the subdivision to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code 51.002) or a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. The payment of the maintenance charge shall be prorated and paid at closing and continue thereafter every January 1st of the following years. Said lien and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purposes of making repairs or constructing dwellings or any other improvements whatsoever on any portion of any tract or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or

deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Declarant (and Association, when formed), with respect thereto. The Declarant (and Association, when formed) may release or subordinate said lien and any other provision of this agreement, in whole or in part, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract or tracts within the subdivision.

Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by the Veteran's Land Board of the State of Texas (the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or encumbered with a lien to secure payment of the maintenance charge; however, payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

Any person negligently or willfully damaging or destroying all or any portion of the common areas shall be responsible to the Declarant or Association for damages, and the Declarant or Association shall use any funds collected by claim, lawsuit, or settlement agreement arising out of such damage or destruction, to repair such damage or destructions, to the extent of such funds.

The Declarant or Association shall have, and it is hereby granted, the full right, power and authority to dedicate and/or convey all of its rights, titles and interests in and to the common areas or any part thereof and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms hereof to a public or quasi-public corporation or entity with the power to tax such as a city, Hays County or a public district having such powers. All references to Declarant or Association shall apply with equal force and effect to any successor in interest to Association.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Architectural Control: No structure, building, fence or driveway shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structures has been approved by the Architectural Control Committee to quality of workmanship and as to location with respect to topography and finish grade elevation. The Committee as required for these covenants, shall indicate approval or lack of it in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty (30) days plans and specifications that have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The duties of this office shall be turned over to the Property Owner's Association at such time as all the property within the subdivision has been sold by Declarant or when Declarant deems necessary. Two sets of plans must be submitted in order that one can be kept on file for any future references.

2. All fences on boundary lines fronting any subdivision roads shall be approved by Architectural Control Committee, the specifications of which shall be detailed by the Architectural Control Committee.

3. All dwellings, exclusive of open porches, garages, carports and patios, shall be of at least sixteen hundred fifty (1650') square feet.

E. BUILDING SET BACK LINES

1. Building set back lines shall be a guide to locating the house and varies as to location. This line is not meant to encourage all houses to be aligned but to retain the estate concept and place houses away from the roadway. It is encouraged for building sites to be a minimum of one hundred (100') feet from the front property line which adjoins any roadway.

2. No building shall be located on any lot or tract less than fifty (50') feet from front property line, no less than twenty-five (25') feet from side property line. No structure shall be located nearer than fifty (50') feet to any side street. Barns and out buildings must be built to the rear of the main house or within one hundred (100') feet of back property line.

3. No campers, buses, boats or recreational vehicles of any type shall be permitted on front one-half (1/2) of the lot or be visible from the roadway. No structure other than fencing shall be permitted closer than twenty-five (25') feet from any side property line.

F. MISCELLANEOUS

1. If, through error or oversight or mistake, any owner of a parcel or 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 herein 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 of said land to change, alter or violate any of the restrictions and limitations herein contained.

2. Declarant hereby retains 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 imposed by this instrument, provided Declarant, in the exercise of its best judgment and discretion, is of the opinion that any such amendment or variances would enhance the plan for the development of such property, save trees or utilize a better building site.

3. 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 procuring the right by contract to acquire title to any parcel of such land, shall thereby agree to the 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 the title to, or the right to acquire title to, any parcel of land.

4. The restrictive covenants and use limitations herein published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land for a period of twenty (20) years unless by a vote of the owners of two-thirds (2/3rd) of the property herein described, taken prior to the expiration of said twenty (20) 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. The same percentage

shall be required to amend these restrictions, with the exception that Declarant reserves the right to amend this instrument and grant variances as set out in Paragraph No. F2 above.

5. 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 the 13th day of December, 1995.

Mayo-Kirby Springs, Inc., a Texas Corporation,

By: Robert W. Mayo
Robert W. Mayo, President

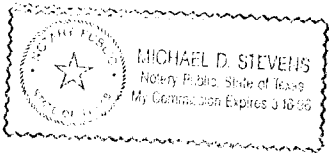
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 13th day of December, 1995, by ROBERT W. MAYO, President of Mayo-Kirby Springs, Inc., a Texas Corporation, on behalf of said corporation.

Michael D. Stevens
NOTARY PUBLIC, State of Texas



Michael D. Stevens
(print or stamp name of Notary)
My commission expires 12/31/96

Special 11.00

AMENDMENT OF RESTRICTIVE COVENANTS
FOR
RIVER MOUNTAIN RANCH
SECTION 2 1213 199

STATE OF TEXAS

DOC# 396355

COUNTY OF HAYS

That Mayo-Kirby Springs, Inc., a Texas Corporation, and Mayo-Halbert, Ltd., a Texas Limited Partnership, acting herein by and through its General Partner, Mayo-Kirby Springs, Inc., a Texas Corporation, as Declarant and as the owner of the land and premises hereinafter described, being all of the lots located in River Mountain Ranch, a subdivision located in Hays County, Texas, according to the plat thereof recorded in Volume 7, Page 53-55, Hays County Plat Records, does hereby amend the Restrictions of River Mountain Ranch recorded in Volume 1194, Page 797, as follows:

Paragraph 3 under Article D. CONSTRUCTION AND ARCHITECTURAL CONTROL on page 6 of said Restrictions shall be amended to henceforth read as follows:

"3. All dwellings, exclusive of open porches, garages, carports and patios, shall be of at least eighteen hundred (1,800) square feet.

Executed this 11/11 day of ^{March}February, 1996.

Mayo-Halbert, Ltd., a Texas Limited Partnership
By: Mayo-Kirby Springs, Inc., a Texas Corporation, General Partner

By: Robert W. Mayo
Robert W. Mayo, President

Mayo-Kirby Springs, Inc.

By: Robert W. Mayo
Robert W. Mayo, President

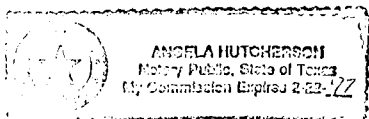
Doc# 396355
Pages: 2
Date: 03-14-1996
Time: 02:43:37 P.M.
Filed & Recorded in
Official Records
of Hays County, TX.
MARSHIE T VILLALBA
COUNTY CLERK
Rec. \$ 11.00

OFFICIAL PUBLIC RECORDS
Hays County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS

This instrument was acknowledged before me on February ^{March} 11, 1996, by Mayo-Kirby Springs, Inc., a Texas Corporation, General Partner for Mayo-Halbert, Ltd., a Texas Limited Partnership, on behalf of said limited partnership.

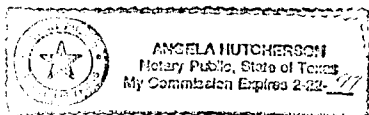


Angela Hutcherson
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

This instrument was acknowledged before me on ^{March} February 11, 1996, by Mayo-Kirby Springs, Inc., a Texas Corporation, General Partner for Mayo-Halbert, Ltd., a Texas Limited Partnership, on behalf of said limited partnership.



Angela Hutcherson
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HAYS
This instrument was FILED on
this 14th day of March 1996 by me and was duly
RECORDED in the Vol. 111 of the named RECORDS
of Hays County, Texas, on March 14, 1996.

MAR 14 1996



Robert Villalaz
COUNTY CLERK
HAYS COUNTY, TEXAS