

COVENANTS AND RESTRICTIONS FOR

THE OAKS OF GLEN ROSE

THE STATE OF TEXAS
COUNTY OF SOMERVELL

WHEREAS, the Declarant herein is the Owner and intends to convey property out of the survey and further described at Volume 62, Page 623, Plat Records, Somervell County, Texas, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set out:

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Said restrictions and conditions shall be in addition to any other restrictions and/or conditions already affective against the above-described property.

DEFINITIONS

"Architectural Control Committee" shall refer to the "Developer" of this subdivision until such time as the Developer shall surrender, in writing, his position on the committee.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property Owners Association" shall refer to an association created and comprised of all of the owners who shall own property within the subdivision. Membership in such association shall become automatic by an owner or owners upon the purchase of property in the subdivision by such person or persons.

"Properties" shall mean and refer to that one certain tract of real property herein described.

"Tract or Tracts" as used herein shall mean a tract or tracts as shown on the plat of this subdivision, and shall also refer to any portion of the above-described land which is later subdivided or conveyed by the "Owners" or the "Declarant". Notwithstanding anything contained in these restrictions to the contrary, a Veteran Purchaser shall be entitled to have a minimum of 1.00 acre tract released from the Texas Veterans Land Board for a homesite and same shall not be construed as a violation of the above Restrictive Covenants. Nothing herein shall be construed to affect the duration of these restrictions. Each individual tract shall be individually subject to these restrictions.

1. This property shall be used for residential, recreational, ranching and agricultural purposes only and no part thereof shall be used for business purposes. No purchaser of a tract shall be permitted to lay out a road, easement, or other means of egress or ingress across any tract to provide access to other property.
2. No buildings or improvements shall be constructed or moved on the property until first approved by the Grantor or an Architectural control committee appointed by and serving at the pleasure of Grantor.
3. All residences erected or placed upon a ranch/tract, shall contain at least 1500 square feet, exclusive of open porches, breeze ways, carports and garages. Either frame, brick or stone construction is permitted and all residences shall be placed or built upon a concrete slab or beam foundation. All construction must be completed within one year from the time construction is initiated. No building or structure shall be occupied or used until the exterior thereof is completely finished. There shall be no outside toilet built or used on the premises.
4. Property shall be improved only with custom built homes or their equivalent. All residences must be one hundred feet (100') from the front boundary and no nearer than eight feet (8') from the side boundary or fifteen feet (15') from the rear boundary. No lateral sewer or septic line shall be located within fifty feet (50') of any boundary.
5. No offensive, noxious, profane, or unlawful use shall be made of or on the property.
6. Individual water and sewer systems shall be located and constructed in compliance with state standards.
7. Trash must be kept in sanitary containers. No dumping ground shall be located on any property.
8. No junk or wrecking yard shall be located on the property, or inoperable vehicles or machinery, nor vehicles or machinery on blocks shall be left on any ranch/tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any ranch/tract in an exposed manner or other unsightly items incompatible with residential, farming, or ranching usage. All materials and machinery must be kept in an enclosed workshop, storage building, barn, or garage.
9. No removal of trees and no excavation of any materials, other than for landscaping, construction of buildings, driveways, etc. will be permitted without written consent of Grantor or Architectural control committee.
10. There shall be no operations of any form of gun club, skeet range or rifle association on any ranch/tract, whether such operation be public or private in nature. There shall be no discharge of firearms upon any ranch/tract in a manner which is unsafe, or which in any way constitutes danger to persons, property, or livestock, regardless of where located. Further, no center-fire rifle shall be discharged from on any of the Property or by any road of the subdivision in which the Property is located at any time or in any manner

whatever.

11. No signs shall be erected on the property or roadway without express permission of Grantor or Architectural control committee.
12. No ranch/tract may be subdivided so that any resulting ranch/tract(s) is smaller than five (5) acres, and no more than one (1) residence may be located per five (5) acres without prior approval from Grantor or Architectural control committee.
13. A camper or recreation vehicle may be kept on the property for no longer than 14 consecutive days out of a 30 day period, prior to a permanent dwelling being constructed on the property. Additional time may be granted by the Grantor or architectural control committee if the vehicle is well hidden behind vegetation.
14. All driveways connecting to the roads shall have drainage culverts to prevent the damming or diversion of water flow.
15. Dams may be built on creeks or natural waterways only if (1) written permission is obtained from the owner of land adjacent to such waterways on the opposite side of the waterway, (2) such dam will not be built so as to back water up or inundate the land of another owner, unless a written easement is obtained from such other owner, (3) such dam will not cause the flooding of any roadway.
16. Other than household pets, there shall be no more than one (1) head of livestock per two (2) acres, twelve (12) head of poultry per acre shall be permitted, but must be located to the rear of the residence and at least 200 feet from the front boundary. Only one swine per five (5) acres and must be located and penned no closer than 400 feet from front boundary and 150 feet from the side and rear boundaries. However, nothing in this restriction shall be construed as to prohibit a tract owner from qualifying for a special use exemption from ad valorem taxation. If this restriction should prohibit a tract owner from so qualifying, this restriction may be waived by Grantor to the extent necessary to allow qualification.
17. All buildings of frame construction and all fences, except chain-link, cedar or redwood fences, shall be painted with at least two (2) coats of paint. All fences before construction shall be approved by Grantors or Architectural control committee.
18. The record owner of each ranch/tract, whether or not in possession, and each occupant of the ranch/tract, whether or not a 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 or other non-owner occupant of these Covenants and Restrictions and of the obligation to comply with them. Each Owner waives notice of non-compliance with these Covenants and Restrictions. If any Owner fails to abide by these Covenants and Restrictions, any other Owner or occupant of any ranch/tract 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. Any such Owner or occupant of a ranch/tract who prevails in any such suit shall be entitled to recover, from the Owner or occupant found in breach of these Covenants and Restrictions, all reasonable attorney fees and litigation expenses incurred in connection with the suit. Any failure or delay to enforce any covenant or restriction shall not be deemed a waiver of any prior or subsequent violation of any such covenant or restriction. Violation of any covenant or restriction shall not, however, bring about a forfeiture of title to any such ranch/tract under violation.
19. These Covenants and Restrictions shall be effective for a term of twenty-five (25) years from the date of recording of the same. These Covenants and Restrictions shall continue in effect thereafter for successive ten (10)-year terms unless, after the initial term of twenty-five (25) years, they are abrogated or set aside by a majority in ownership of the ranch/tracts of the subdivision in which the Property is located, with each original ranch/tract shown recorded in Volume 62, Page 623, Plat Records, Somervell County, Texas, being entitled to one vote only, regardless of any tracts created therefrom. These Covenants and Restrictions are public; each Owner recognizes and agrees that violations of the same may result in irreparable damage or injury and therefore these restrictions are expressly subject to enforcement by injunction or other form of equitable relief.
20. 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-five percent (75%) of the tracts, with each original Tract recorded in Volume 62, Page 623 Plat Records, Somervell County, Texas, being treated as a single tract for this purpose regardless of any tracts created therefrom. 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 tract, or with respect to any particular Owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be effected. Declarant reserves the right to amend or to grant waivers or variances of these covenants and restrictions as Declarant may see fit, subject only to the discretion of Declarant.
21. No construction of any type, improvements, or obstructions shall be allowed in any county roadway easement.
22. Invalidation of any one or more provisions of this agreement by judgment or by Court Order shall in no wise effect any of the other covenants or provisions, each and all of which shall remain in force and effect.

EXECUTED this _____ day of September, 1998.


JOE HARTSILL

**COVENANTS AND RESTRICTIONS FOR
THE OAKS OF GLEN ROSE
PHASE TWO**

THE STATE OF TEXAS
COUNTY OF SOMERVELL

WHEREAS, the Declarant herein is the Owner and intends to convey property out of the Isaac Addison Survey, A-2 and further described at Volume 68, Page 789, Plat Records, Somervell County, Texas, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set out:

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Said restrictions and conditions shall be in addition to any other restrictions and/or conditions already affective against the above-described property

DEFINITIONS

"Architectural Control Committee" shall refer to the "Developer" of this subdivision until such time as the Developer shall surrender, in writing, his position on the committee.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property Owners Association" shall refer to an association created and comprised of all of the owners who shall own property within the subdivision. Membership in such association shall become automatic by an owner or owners upon the purchase of property in the subdivision by such person or persons.

"Properties" shall mean and refer to that one certain tract of real property herein described.

"Tract or Tracts" as used herein shall mean a tract or tracts as shown on the plat of this subdivision, and shall also refer to any portion of the above-described land which is later subdivided or conveyed by the "Owners" or the "Declarant". Notwithstanding anything contained in these restrictions to the contrary, a Veteran Purchaser shall be entitled to have a minimum of 1.00 acre tract released from the Texas Veterans Land Board for a homesite and same shall not be construed as a violation of the above Restrictive Covenants. Nothing herein shall be construed to affect the duration of these restrictions. Each individual tract shall be individually subject to these restrictions.

1. This property shall be used for residential, recreational, ranching and agricultural purposes only and no part thereof shall be used for business purposes. No purchaser of a tract shall be permitted to lay out a road, easement, or other means of egress or ingress across any tract to provide access to other property, with the exception of Tract 74. There is reserved a 30 foot easement along the northeasterly boundary of Tract 74 as shown on the above-referenced Plat. Said easement is reserved for the benefit of the Owners of The Oaks of Glen Rose, First Filing and Phase Two, and in order to provide access to County Road 2007, if and only if, access to FM Highway 202 is inaccessible because of high water across roads within the subdivision. This is not a general purpose easement. Declarant intends to place a locked gate across the easement where said easement exits the subdivision at the southeasterly corner of Tract 74. Declarant further intends to furnish keys to the gate to each owner of Tracts within First Filing and Phase Two. Declarant reserves the right to modify this plan if Declarant determines that it is not workable.
2. No buildings or improvements shall be constructed or moved on the property until first approved by the Grantor or an Architectural control committee appointed by and serving at the pleasure of Grantor.
3. All residences erected or placed upon a tract, shall contain at least 1500 square feet, exclusive of open porches, breeze ways, carports and garages. Either frame, brick or stone construction is permitted and all residences shall be placed or built upon a concrete slab or beam foundation. All construction must be completed within one year from the time construction is initiated. No building or structure shall be occupied or used until the exterior thereof is completely finished. There shall be no outside toilet built or used on the premises.
4. Property shall be improved only with custom built homes or their equivalent. All residences must be one hundred feet (100') from the front boundary and no nearer than eight feet (8') from the side boundary or fifteen feet (15') from the rear boundary. No lateral sewer or septic line shall be located within fifty feet (50') of any boundary.
5. No offensive, noxious, profane, or unlawful use shall be made of or on the property.
6. Individual water and sewer systems shall be located and constructed in compliance with state standards.
7. Trash must be kept in sanitary containers. No dumping ground shall be located on any property.
8. No junk or wrecking yard shall be located on the property, or inoperable vehicles or machinery, nor vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming, or ranching usage. All materials and machinery must be kept in an enclosed workshop, storage building, barn, or garage.
9. No removal of trees and no excavation of any materials, other than for landscaping, construction of buildings, driveways, etc. will be permitted without written consent of Grantor or Architectural control committee.
10. There shall be no operations of any form of gun club, skeet range or rifle association on any tract, whether such operation be public or private in nature. There shall be no discharge of firearms upon any tract in a manner which is unsafe, or which in any way constitutes danger to persons, property, or livestock, regardless of where located. Further, no center-fire rifle shall be discharged from on any of the Property or by any road of the subdivision in which the Property is located at any time or in any manner whatever.
11. No signs shall be erected on the property or roadway without express permission of Grantor or Architectural control committee.
12. No tract may be subdivided and no more than one (1) residence may be located per tract without prior approval from Declarant or Architectural control committee.
13. A camper or recreation vehicle may be kept on the property for no longer than 14 consecutive days out of a 30 day period, prior to a permanent dwelling being constructed on the property. Additional time may be granted by the Grantor or architectural control committee if the vehicle is well hidden behind vegetation.
14. All driveways connecting to the roads shall have drainage culverts to prevent the damming or diversion of water flow.
15. Dams may be built on creeks or natural waterways only if (1) written permission is obtained from the owner of land adjacent to such waterways on the opposite side of the waterway, (2) such dam will not be built so as to back water up or inundate the land of another owner, unless a written easement is obtained from such other owner, (3) such dam will not cause the flooding of any roadway.

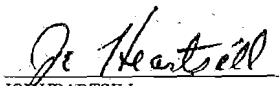
There is currently a lake on Tract 60 of First Filing which backs up into Tracts 59 and 71 of Phase Two. There is reserved an easement across Tracts 59 and 71 for the benefit of the Owner of Tract 60. This easement is to only allow the "backing up" of water from the lake on Tract 60. This easement is not to allow the Owner of Tract 60 to trespass on the shoreline of Tract 59 or 71.

Tracts 54, 55, 56 and 57 share a common lake, as do Tracts 59, 61, 69, 70 and 71. The lot lines of these tracts extend into the center of the lakes. For each of the lakes described above,

Tracts 54, 55, 56 and 57 share a common lake, as do Tracts 59, 61, 69, 70 and 71. The lot lines of these tracts extend into the center of the lakes. For each of the lakes described above, an easement is reserved which will allow the Owner of any tract which shares a lake to move over and across the water of the lake, including such section as may be across others' lot lines, but which will not allow the Owner of one tract to exit onto the shore of another tract. Any fencing by any Owner must stop at the water line and shall not extend into the water. No Owner of any tract described in this paragraph shall alter the current dam which is in existence, nor shall such Owner alter the lake in any manner without the written consent of the Owners of all the tracts which share the lake.

16. Other than household pets, there shall be no more than one (1) head of livestock per two (2) acres, twelve (12) head of poultry per acre shall be permitted, but must be located to the rear of the residence and at least 200 feet from the front boundary. Only one swine per five (5) acres and must be located and penned no closer than 400 feet from front boundary and 150 feet from the side and rear boundaries. However, nothing in this restriction shall be construed as to prohibit a tract owner from qualifying for a special use exemption from ad valorem taxation. If this restriction should prohibit a tract owner from so qualifying, this restriction may be waived by Grantor to the extent necessary to allow qualification.
17. All buildings of frame construction and all fences, except chain-link, cedar or redwood fences, shall be painted with at least two (2) coats of paint. All fences before construction shall be approved by Grantors or Architectural control committee.
18. The record owner of each tract, whether or not in possession, and each occupant of the tract, whether or not a 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 or other non-owner occupant of these Covenants and Restrictions and of the obligation to comply with them. Each Owner waives notice of non-compliance with these Covenants and Restrictions. If any Owner fails to abide by these Covenants and Restrictions, any other Owner or occupant of any tract 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. Any such Owner or occupant of a tract who prevails in any such suit shall be entitled to recover, from the Owner or occupant found in breach of these Covenants and Restrictions, all reasonable attorney fees and litigation expenses incurred in connection with the suit. Any failure or delay to enforce any covenant or restriction shall not be deemed a waiver of any prior or subsequent violation of any such covenant or restriction. Violation of any covenant or restriction shall not, however, bring about a forfeiture of title to any such tract under violation.
19. These Covenants and Restrictions shall be effective for a term of twenty-five (25) years from the date of recording of the same. These Covenants and Restrictions shall continue in effect thereafter for successive ten (10)-year terms unless, after the initial term of twenty-five (25) years, they are abrogated or set aside by a majority in ownership of the tracts of the subdivision in which the Property is located, with each original tract shown recorded in Volume 68, Page 787, Plat Records, Somervell County, Texas, being entitled to one vote only, regardless of any tracts created therefrom. These Covenants and Restrictions are public; each Owner recognizes and agrees that violations of the same may result in irreparable damage or injury and therefore these restrictions are expressly subject to enforcement by injunction or other form of equitable relief.
20. 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-five percent (75%) of the tracts, with each original Tract recorded in Volume 68, Page 787, Plat Records, Somervell County, Texas, being treated as a single tract for this purpose regardless of any tracts created therefrom. 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 tract, or with respect to any particular Owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be effected. Declarant reserves the right to amend or to grant waivers or variances of these covenants and restrictions as Declarant may see fit, subject only to the discretion of Declarant.
21. No construction of any type, improvements, or obstructions shall be allowed in any county roadway easement.
22. The following easements and building set-back lines shall be observed:
 - a. There shall be a 100 foot building set back line along the front lot line, 8 feet along each side lot line, 15 feet along each back lot line, and 25 feet from the center line of each creek, all as shown on the above-referenced Plat. No Owner may erect any permanent structure of any kind over or into the building set-back lines.
 - b. There shall be a utility easement which shall be 8 feet along each side lot line, 15 feet along each back lot line, and 25 feet from the center line of each creek. Additionally, the utility easement shall be 40 feet along the front lot lines and shall grant the same rights and privileges and be subject to the same conditions as those granted at Volume 62, Page 719, Real Records, Somervell County, Texas relating to the First Filing.
23. At such time as seventy-five (75%) percent of the lots in Phase Two are sold, and if a property owner's association is formed, Declarant agrees to transfer all of his rights under these Covenants & Restrictions to such association. The Owners of the tracts in Phase Two may elect to have their own owner's association or may join with the Owners of tracts in First Filing to form a joint association.
24. Invalidity of any one or more provisions of this agreement by judgment or by Court Order shall in no wise effect any of the other covenants or provisions, each and all of which shall remain in force and effect.

EXECUTED this 14th day of June, 1999


JOE HEARTSILL

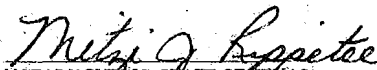
(Acknowledgment)

STATE OF TEXAS
COUNTY OF SOMERVELL

The instrument was acknowledged before me on the 14th day of June, 1999, by JOE HEARTSILL.

AFTER RECORDING RETURN TO:
TIMOTHY L. (TIM) RUDOLPH
PO BOX 1395
GLEN ROSE, TEXAS 76043




NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF
TIMOTHY L. (TIM) RUDOLPH
PO BOX 1395
GLEN ROSE, TEXAS 76043