

**BIG SKY RANCH SUBDIVISION
RESTRICTIONS AND COVENANTS**

WHEREAS, K Bar Ranch, LTD., hereinafter called Developer, has established the Subdivision in Kerr County, Texas known as Big Sky Ranch Subdivision and has dedicated to such Subdivision all the lots, tracts and tracts of land shown on that certain map or plat filed for in Volume 7, Page 281 & 282 of the Map and Plat Records of Kerr County, Texas on the 4th day of January, 2005 to which reference is here made for all purposes and

WHEREAS, Developer has established the Subdivision by carrying out a general uniform plan of development and improvement for the Big Sky Ranch Subdivision to insure and maintain its suitability for private and residential purposes, to protect and benefit each and every purchaser, owner or grantee of herein and enhance the value of the land located in said subdivision.

NOW, THEREFORE, this Subdivision is subject to the covenants, restrictions, and conditions, to wit:

1. Covenants Running With the Land. These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by decent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of any Tract or tract of land or entering into a contract for the purchase of the same shall thereby agree and covenant to abide by, and fully perform all the foregoing restrictions, covenants, and conditions. These covenants shall be binding for a period of thirty (30) years from the date they are filed for recorded in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term by successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) percent of the Tracts as shown by the Deed Records of Kerr County, Texas, may amend or change the said covenants in the whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and recording of the same in the office of the County Clerk of Kerr County, Texas. A copy of any change or amendment to these Restrictions or Covenants and Conditions shall all be forwarded by prepaid mail to all owners by the Developer. Failure to furnish said copy shall not affect the validity of such amendment.

2. Definitions. The following words shall have the following meanings in construing the restrictions, covenants, and conditions:

2.1 Big Sky Ranch Subdivision - shall mean and refer to that subdivision of Kerr County, Texas, recorded in the Deed Records of Kerr County, Texas, and designated according to the original plat.

2.2 Purchaser- shall mean and refer to the person or persons, entity or entities, who have entered into a contract for purchase of a tract of land with the Developer as the original party as a successor or assign; or who owns of record fee simple title to a tract.

2.3 Residence - shall mean and refer to a permanent structure erected on a tract for the use of a single family dwelling.

2.4 Architectural Control Committee- shall mean and refer to the Big Sky Ranch Architectural Control Committee composed of K Bar Ranch, LLC., their successor, heirs, executors, assigns, or designees in writing, who shall review plans for construction prior to construction or erection of any building, residential or out-building and shall determine such specifications and plans are not in violation of any of these restrictions, covenants, or conditions.

2.5 Tract - shall mean and refer to the lot, acreage of land conveyed or contracted for by the purchaser, his executor, beneficiaries or assigns.

3. Non-Commercial Use of Tracts. None of said Tracts, or improvements erected thereon, shall be used for any purpose other than a private family residence with usual and customary accessory buildings, such as, but not limited to garages, guest cottages, and servant's quarters. No Tract, or improvement thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser from rendering professional services of a purely personal nature so long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.

4. Architectural Control. There is hereby established a Architectural Control Committee which shall determine if the plans and specifications for any structure on any Tract meet the requirements of these restrictions and determine if the appearance, design, and quality of the workmanship and materials are in harmony with the purposed scheme or plan of development of the Subdivision and the Architectural Control Committee. Plans and specifications shall, at a minimum, describe the building to be placed or constructed as well as the materials to be used on the exteriors. No construction may begin until a plat plan, plans and specifications have been approved by the Committee. If approval is granted construction shall be completed within one year of commencement of construction. The Committee shall be comprised of the developers of Big Sky Ranch or their designees.

5. Construction of Buildings and Other Structures. All building and structures on each Tract shall be architecturally acceptable by the Architectural Control Committee. No unpainted metal or fiberglass structure shall be placed on any said Tracts for use as an accessory building.

No tent or substandard structure of any character may be placed, constructed or maintained by any said Tracts, nor shall ever any structure of temporary character be used as a residence thereon. Storage of travel trailers is permitted provided it is not in a condition or location to adversely affect the value of the adjoining property.

6. Size and Type of Building. Not more than one single family residence shall be placed or constructed on any tract of the land herein contracted or conveyed, and no single family residences shall be constructed thereon which contains less than 1,400 square feet of living area. An Owner may also construct one or more guest homes and other related improvements on a Tract, so long as such improvements on a Tract, so long as such improvements are for the personal use of the Owner and guests or invitees of the Owner. Minimum depth of the building setback lines from the roads fronting the tracts in Big Sky Ranch shall not be less than two hundred (200) feet and not less than one hundred (100) feet from side tract lines and not less than one hundred (100) feet from the back lines, except for Tract 12 which will have setbacks of half of the above distances.

7. Rules and Regulations. The Architectural Control Committee may approve any variance from any provision or term herein upon written application for same. The decision of the Architectural Control Committee shall be absolutely binding upon all owners and the applicant for a variance.

8. Fencing. All perimeter fences erected on any Tract shall be constructed from new, horse friendly material and shall be completed and maintained in a good workmanlike manner, regarding quality and appearance.

9. Animals and Hunting. No feedlots shall be allowed and specifically no swine or poultry shall be permitted unless it is in connection with a school project, Future Farmers of America or 4-H Club project. Household pets should be maintained in a sanitary and quiet manner. Dogs must be contained within the owner's property. Livestock may be kept and maintained on said land with the total not to exceed 6 head of livestock for horses, cattle, sheep, or goats per tract. Hunting with high powered rifles is prohibited on properties of less than 30 contiguous acres. No hunting blinds or feeders within 100 feet of any property line.

10. Sanitation and Sewerage. No outside toilets will be permitted and no installations of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches, or water bodies. No septic tank or sewage disposal may be installed without prior approval of the proper governmental authorities All State, County, and municipal (if any) health and sanitation statutes, rules, ordinance, and regulation must be complied with at all times.

11. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed or allowed to remain upon any Tract, vacant or otherwise. No building material of any kind or character shall be placed upon the property until the owner is ready to commence construction, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any tract. The Architectural Control Committee shall determine noxiousness or undesirability and decision shall be conclusive on all parties.

12. Signs. No sign or advertising device may be displayed on any Tract except in the event of sales. There may be one for sale sign of no more than five (5) square feet. K Bar Ranch, LLC., the Developer, is allowed larger signage.

13. Subdividing. No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without the consent of the Developer in writing.

14. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Architectural Control Committee to seek enforcement of any term or provision constitute a waiver of any rights to do so in the future or the validity or enforceability of such term or provision.

15. Enforcement. The Developer and every other person, firm, or corporation hereinafter having any right, title, or interest in any Tract or tract of land in this subdivision shall have the right to prevent the violation of any said restriction by injunction or other lawful procedure and to recover any damages resulting from such a violation. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

16. Interpretation. The right is expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in paragraph 15 above.

17. Abatement and Removal Violation. Violation of any restriction or condition or breach of any covenant herein contained gives the Architectural Control Committee or its agents, in addition to other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, and removal

18. Road, Gate and Entrance Maintenance. Purchaser hereby authorizes Architectural Control Committee, Developer and/or Assigns to improve and maintain the entrance, gate and roads used for access to the above referenced property and other property in Big Sky Ranch Subdivision. Purchaser agrees to pay \$200.00 per year per tract purchased to a Road and Maintenance Fund. Such charge shall not be assessed against Developer or Developer's Assigns. Such charge shall be made by direct billing to the property owner. If Purchaser refuses to make said payments, Purchaser hereby authorizes Developer, at Developer's option, to deduct such charge from payments made by Purchaser, and any such charge so deducted shall not be credited to the payment on the balance due on said purchase price, principle or interest. It is understood and agreed that this road and entrance maintenance charge (if not paid within 60 days of the billing date) shall become a lien against the tract being conveyed, permitting Developer and/or Assigns such rights to enforce said lien as may set forth in Sec. 51.002 of

the Texas Property Code, as amended time to time. The Architectural Control Committee, Developer and/or Assigns have authority but not an obligation to collect and maintain the road and entrance maintenance fund.

Perpetual easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. These easements are for all tracts in this development for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any tree which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress from said premises to employees of the utilities owning said lines. Said easements are to also extend along any owners side and rear property lines with fractional tracts.

It is understood and agreed that it shall not be considered a violation of the provisions of this easement if the wires or cables carried by such poles passes lines over some portion of said tracts not within the 15 foot wide strip as long as such lines do not prevent construction or building on any tracts in this development.

The above restriction, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative by said Architectural Control Committee or any person who may purchase or own any tract or tract of land situated in Big Sky Ranch.

No deviation of any kind shall be permitted from these restrictions and protective covenants unless the Architectural Control Committee grants permission in writing.

Witnessed my hand this the 25th day of January, 2006.

Michael A. Krause

Segue Group, L.L.C. by
Michael A. Krause, Member

STATE OF TEXAS *

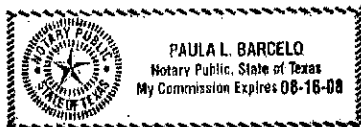
COUNTY OF KERR *

FILED FOR RECORD
at 3:10 o'clock P.M.

JAN 31 2006

JANNETT PIEPER
Clerk County Court Kerr County, Texas
Janett Pieper Deputy

This instrument was acknowledged before me this 25th day of January, 2006 by, MICHAEL A. KRAUSE.



Paula L. Barcelo
Notary Public, State of Texas
My commission expires: 8/16/08
Paula L. Barcelo
Notary's Printed Name

Filed by + Return To:
JEANA KRAUSE
998 SIDNEY BAKERS.
KERRVILLE, TX 78028

Provisions herein which relate to the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on this date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

FEB 01 2006



Janett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

BIG SKY RANCH Restrictions

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