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RESTRICTIONS, ASSESSMENTS, AND EASEMENTS OF CIELO SPRINGS, SECTION 3 STALLION ESTATES, INC., A Texas Corporation TO THE PUBLIC

Filed this 22 day of July 20 03
9:16 A.M

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Karen Newman Deputy

State of Texas)
) Know all men by these presents:
County of Blanco)

Whereas, Stallion Estates, Inc., A Texas Corporation owner of Cielo Springs, filed as record Restrictive Covenants for Cielo Springs Section 3 in Vol. 1 Page 312 of the Official Public Records of Blanco County, Texas; and

Now therefore, the Restrictive Covenants for Cielo Springs Section 3 shall hereafter read as follows:

1. The property herein described shall be used solely for new single-family residential purposes, and only one single-family residence may be constructed on each lot. No tract in the subdivision may be further subdivided, provided however, that when the developer is the owner thereof, Developer may further subdivid any tract so long as developer subdivides in accordance with county and/or city subdivision regulations.

2. No building, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been submitted in writing and have been approved in writing by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Said ACC shall have 30 days to respond in writing to all submissions requiring approval. Under ordinary topographical circumstances the minimum setback lines for each tract will be as follows: Fifty feet (50') front setback, Twenty-five feet (25') side setbacks from tract lines or side streets, and fifty feet (50') back setback. And deviation from this must first be approved in writing by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of LEE R. ROPER, RONALD G. NEWMAN, JR., and CLINTON D. MCKINNEY. After the developer no longer owns a majority of the lots in the subdivision, the owners of a majority of the lots (with one vote per tract) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Blanco County. A majority of the committee may designate a member to act in its behalf. In the event of death or resignation of any member, the remaining member shall have full authority to designate a successor or any two (2) of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee.

3. No building, single family residential or improvement on any tract in the property shall exceed thirty-five feet (35') in height (as measured from the ground at the lowest portion of the foundation visible above the ground.) The primary residential building of any single story residence shall contain not less than one thousand eight hundred (1800) square feet of living area, and the primary residential building of any two-story residence shall contain not less than two thousand two hundred (2200) square feet of living area exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously with or subsequent to erection of a residence but in no case shall more than one structure be permitted. All buildings must be completed not more than fourteen (14) months after laying foundation and no house trailers or mobile homes of any kind may be moved onto the property. Any servants' quarters structure or guest houses will not exceed the main dwelling in height or number of stories and may be detached from the main residence but will not have a floor area greater than fifty percent (50%) of the floor area of the main residence. All

buildings must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view.

4. The outer walls of all single residences in subdivision section 3 shall be at least (60%) by area composed of rock, brick, stucco on tile, or stucco over wood framing.

5. No material of any kind shall be placed or stored on any tract except for construction materials after construction of a permanent building has begun. The Architectural Control Committee may notify the record owner of the tract by certified U.S. mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing out of such notice, the Architectural Control Committee may remove said material from the property, dispose of such material, and charge the record owner of the tract with removal and disposition costs, and the Architectural Control Committee shall have liability to said owner of the tract by virtue of the exercise of such right to removal.

6. No lot shall be used for any business and no professional or commercial use shall be made of any of side lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by the way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist, or geophysicists, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repair man or building contractor's business. Provided, however, developer shall have the right to maintain an office in a model home on any lot in the subdivision. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood even though such activity be in the nature of a hobby and not carried on for profit.

7. No mobile homes, house trailers, modular homes or modular houses, or other manufactured structures of any kind shall be placed on any tract at any time. No tent, garage, barn or other out building erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that camping trailers, motor homes and recreational vehicles with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building on the property.

8. No outside toilet shall be installed or maintained on the tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings and driveways, will be permitted without the written permission of the Architectural Control Committee.

9. No noxious, offensive, unlawful or immoral use shall be made of the tract.

10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except one horse per acre, or except for those approved by the Architectural Control Committee. The Architectural Control Committee hereby approves in advance a maximum of two dogs and two cats per lot. All other animals and pets must be approved in writing in advance by the Architectural Control Committee. The Architectural Control Committee reserves the right to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days notice from the Architectural Control Committee. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All pets (other than leashed dogs) and animals must be confined to the lot at all times. The Architectural Control Committee specifically reserves the right to determine whether a particular animal

or bird shall be considered a household pet, for purposes of this restriction, and reserves absolutely the right to deny approval for any pet.

11. The tract shall not be used or maintained as a dumping ground for rubbish and not rash other than brush cleared from the tract shall be burned on any tract. Trash, garbage or other waste shall be kept in sanitary containers. No junk, wrecking or auto storage yards shall be located on the tract, and no heavy equipment, dump truck, material (except material to be used in construction of the residence on the lot or tract) or non-operating automobiles shall be stored on (or parked in the roadway in front of) the tract.

12. No sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than five (5) square feet, advertising the property for sale or rent, may be erected on any lot improved with a single-family residence.

13. All lots are subject to easement and restrictions now of record and are subject to any applicable rules and regulations of Blanco County.

14. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the deed records of Blanco County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of Ten years each. The record owner of legal title of fifty-one (51%) of the lots as shown by the Deed Records of Blanco County, Texas, may amend or change said covenants in 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 the recording of same in the office of the County Clerk of Blanco County, Texas.

15. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any court shall in no way affect any of the other provisions, which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.

16. If the parties hereto of any of them or their heirs or assigns shall violate any other covenants herein, it shall be lawful for any other person or persons owning any real estates restricted in the same way, to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to enjoin him or them from doing so or to recover damages, plus court costs and attorneys fees, or other dues for such violations.

17. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot and tract owners therein.

18. A violation of the restrictive covenants of CIELO SPRINGS, section 3 as determined by the majority of the members of the CIELO SPRINGS ARCHITECTURAL CONTROL COMMITTEE shall constitute a default of any deed of Trust securing a note given to developer in part payment of a lot in the subdivision, unless said violation is corrected within 30 days of Grantor's receipt of written notice of the violation. In the event of such default, beneficiary shall be entitled to exercise all remedies provided in the Deed of Trust, including Acceleration of the note secured and foreclosure.

19. Maintenance dues (initially $200.00 per year) shall be due and payable to the Cielo Springs Maintenance Corporation (a non-profit corporation to be established by the Developer) on or before December 31st of each year for that year's assessment beginning with the year 2003. Beginning year 2004 the amount

of said dues shall be determined by the Cielo Springs Maintenance Corporation at said annual meeting with one vote for each lot owner. Said corporation is incorporated for the express purpose of representing the interest of all owners in the Cielo Springs Subdivision including all units located in Blanco County, Texas and the Dues herein provided for shall be used to maintain the private roads and gated entrance of the Cielo Springs Subdivision. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from date due at the rate of eighteen percent (18%) per annum, and the corporation may bring an action at law against the owner personally obligated to pay or foreclose the lien against the tract and interest. Costs and reasonable attorney's fees for any action shall be added to the amount of such assessment.

20. All roads in the subdivision will be built and constructed in accordance with appropriate county plans and specifications and will continue to be maintained by the developer until such time as said roads are approved by the county and all bonds or sureties have been released, at that time and only in such event, said roads will be dedicated and maintained by Cielo Springs Maintenance Corporation thereafter.

21. In addition to the covenants, restrictions, and reservations stated above, each tract shall be subject to a water assessment of $1,500.00 for the purpose of installing a water system to bring water to the tract. Said water assessment shall be due and payable to STALLION ESTATES, INC., a Texas Corporation, or its assigns, on or before six (6) months after the tract is conveyed by STALLION ESTATES, INC., A Texas Corporation.

IN TESTIMONY WHEREOF, STALLION ESTATES, INC., A Texas Corporation, by and through its President Lee R. Roper, as owner of (51%) or more of the lots in Unit 3 of Cielo Springs located in Blanco County, Texas, has executed this instrument on this the 7th day of July, 2003

By: Lee R Roper
Lee R. Roper, President
Stallion Estates, Inc.

STATE OF TEXAS
COUNTY OF BLANCO

This instrument was acknowledged before me on the 7th day of July, 2003. By Lee R. Roper, President of Stallion Estates, Inc., A Texas Corporation, on behalf of said corporation.

MARY HAYNES
MY COMMISSION EXPIRES
August 1, 2004

Mary Haynes
Notary Public, State of Texas

Any provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JUL 29 2003

Karen Neuman
COUNTY CLERK
BLANCO COUNTY, TEXAS

RINCO OF TEXAS INC.
P.O. BOX 2202
CANYON LAKE, TX 78133-0009