

THE STATE OF TEXAS)
COUNTY OF BELL)

KNOW ALL MEN BY THESE PRESENTS

That CEDAR VALLEY RANCH JOINT VENTURE, of Bell County, Texas, being the owner of all acreage located in that certain ranch known as Cedar Valley, a part of Bell County, Texas, according to the map or plat of record in _____ of Bell County Texas, desire to impress all of said acreage with the following restrictions and covenants which shall be run with the land:

1. All of said ranch shall be used for residential purposed, as well as production of food and fiber. Signs used for commercial purposes will not be allowed.

2. No improvements or buildings shall be erected, placed, or permitted to remain on any portion of said tract nearer than twenty (20) feet to any side property line or rear property line nor closer than fifty (50) feet to the front property line.

3. Each residence building shall contain not less than 1200 square feet of floor space, exclusive of open porches, breezeways, carports, and garages. No mobile homes will be allowed on said tract. A Modular home may be permitted to be placed on any tract. These modular homes shall be underpinned and have permanent foundations and shall contain not less than 1200 square feet of floor space. In addition a room or garage must be attached and the home must have masonry at least 25% of the height of the wall all the way around the home. There must be porches at both front and back.

4. No garage, barn or outbuildings may be used at any time for a dwelling place, temporarily or permanently, or shall any trailer, shack, tent, or any other residence of temporary character be moved onto or permitted to remain on said tract.

5. No outdoor toilet or privy shall be erected or permitted to remain on said tract except temporarily during construction, and such temporary facility must comply with county regulations. All plumbing shall be connected to sanitary sewer, or septic tank, and shall comply with the minimum standards and requirements of the County of Bell and the State of Texas.

6. Domestic animals will be permitted. No swine of any kind will be permitted.

7. There shall be no noxious, offensive, unlawful, or immoral use of said premises, nor shall any use of said tract be made which constitutes a nuisance to the neighborhood.

8. No inoperative motor vehicles, or bodies or chassis of motor vehicles without motors, shall be stored or permitted to remain on any portion of said tract, and no used lumber shall be stored or permitted to remain thereon.

9. All of these restrictions and covenants shall be binding on Purchaser, his successors and assigns, until December 1, 2007, on which date they may be amended if approved by 90% of the landowners of Cedar Valley Ranch or they will be extended as is until amended by 90% of the landowners of Cedar Valley Ranch.

10. Invalidity of any one or more of these covenants and restrictions by judgement of court having jurisdiction shall in no wise affect the validity of any other covenants and restrictions which shall remain in force and effect.

11. Seller, their heirs and assigns, shall have the full right to prosecute any violation of these restrictions and covenants at law or at equity against Purchaser, their heirs, assigns and successors, and this right to prosecute any violation or attempted violations of these restrictions, covenants, or conditions shall extend to any owner of property in Cedar Valley Ranch.

12. For purposes of obtaining long term financing for home construction , 5 acres may be released upon satisfactory payment to principal as determined by Seller.

13. Should Purchasers of land from Cedar Valley Ranch decide to subdivide their property for resale they must work with the Bell County officials and their regulations.