



COUGAR RANCH ESTATES RESTRICTIONS

The State of Texas
Counties of Williamson and Travis

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TXLD, LP, a Kansas Limited Partnership being the owners of 324.86 acres of land, more or less out of the Memucan Hunt Survey, Abstract No. 113, in Williamson County, Texas and out of the Mumucan Hunt Survey, Abstract No. 2740, in Travis County, Texas, being land conveyed to them on October 5, 2005 by Elroy Foust; the Trustee or successor trustee of the Charles E. Foust and Billy J. Foust Living Trust, Grantville Wyatt Moore and Larry Dee Moore and having subdivided the property into lots as herein platted, the plat being file contemporaneously herewith. Said property being described by metes and bounds on the plat of said addition filed for record with the County Clerk of said county on the above date.

WHEREAS, TXLD, L.P. does hereby impress on said land heretofore and referred to as COUGAR RANCH ESTATES certain restrictive and protective covenants to run with the title of each lot and tract of land for a period of twenty (20) years from this date, after which the said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part.

These covenants shall be binding on all persons owning lots or tracts of land, their heirs and assigns or any person connected with or residing in the said COUGAR RANCH ESTATES Addition.

These covenants may be enforced by injunctive action through the Court, or by any other legal remedy, but violation of these covenants shall under no condition be about forfeiture of title to any of the lots or tracts of land in the said COUGAR RANCH ESTATES Addition.

In the event of any of these restriction or covenants herein are held to be void by any judgment or decree or any court or for any reason whatsoever, said holdings or invalidation shall not affect the remaining covenants and restrictions for continuously being in full force and effect.

THEREFORE, for the purpose of protecting neighborhood values and keeping said addition an attractive, pleasant and uniform addition, the following restrictions on the use of the lots and tracts of land are hereby placed as covenants running with the land;

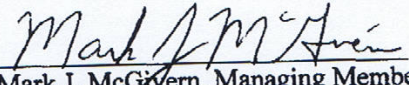
1. All lots in the subdivision known as COUGAR RANCH ESTATES shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one and only one detached single family dwelling unit and

private garage, together with other outbuildings and servant quarters incidental to residential use of such lots. Such outbuildings and servants quarters shall not exceed three (3) buildings on any tract or lot.

2. All lots and tracts shall be used only as residential lots.
3. No trailer, shack, tent or other outbuildings may at any time be used as a residence or commercial structure temporarily or permanently, nor shall any structure of a temporary character be used as a residence or commercial structure. No structure shall be moved onto any lot nor shall any preconstructed or prefabricated building, whether new or old, be placed on any residential lot.
4. The total livable floor area of each residential structure, not including porches, stoops, patios, garages or car ports shall not be less than 2,200 square feet. No dwelling of old construction shall be moved and/or rebuilt upon any tract.
5. All garages, servants' quarters and outbuildings shall be constructed from new materials (rock or old brick excepted), be complimentary to the parcels and the neighborhood and shall not be of a greater height than the main residential dwelling. The exterior walls of the ground floor of all residential dwellings shall not be less than 75% masonry.
6. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. Animals that are allowable solely as pets of residents shall be dogs, cats and other animals, this also including a horse or similar animal; however they shall not be allowed in such numbers or maintained in such a manner that would constitute an annoyance or nuisance to the neighborhood. Swine are specifically excluded as permitted animals.
8. No tract shall be divided into smaller tracts for the purpose of increasing the number of residences which may be constructed thereupon.
9. No signs of any kind shall be displayed to the public view on any residential tract except one professional sign of not more than 2 foot square, one sign of not more than 5 square feet advertising the particular property for sale or signs used by a builder during the construction and sale.
10. No tract must be fenced unless it shall be necessary for the owners thereof to do so to prevent damage to any adjoining tract by animals which may be properly allowed to be kept on said tract.

11. Maintenance and/or repair of private drives shall be the responsibility of those property owners who utilize such drives to access their properties.
12. The owner or occupant of every tract and all construction thereon at any time shall at all times comply with all laws, ordinances and regulations pertaining thereto or governing such use.
13. The undersign reserves unto themselves, their heirs and assigns, forever, the full and unrestrictive right, to be exercised in its sole discretion, of ingress, egress, and regress, for the purpose of laying, constructing and maintain, or causing to be constructed and maintained any and all pipe lines, conduits, poles, wires and any other equipment necessary or expedient to the performance of any public or quasi-public utility service and functions, with right of access thereto at any time for the purpose of further construction, reconstruction, maintenance and repair, in, on, under, along, over, and across a strip ten (10) feet wide along any boundary, or any other minimum width to satisfy requirements of utility company, on each line of each lot in this subdivision. Nothing herein is to be construed as obligating owner to provide, maintain or replace any such utility items.

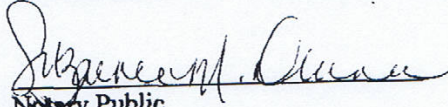
WITNESS OUR SIGNATURES at Shawnee County, Kansas, on this the 11th day of October, 2005.

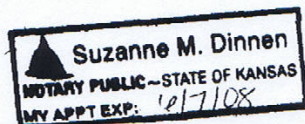

Mark J. McGivern, Managing Member
JFM Properties, LLC the General Partner of
TXLD, L.P.

STATE OF KANSAS)
) SS
COUNTY OF SHAWNEE)

Before me, the undersigned authority, in and for said County and State, on this day personally appeared MARK J. McGIVERN, known to me to the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE, this the 11th day of October, 2005.


Notary Public



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2005081773

Nancy E. Rister

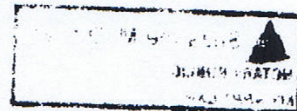
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CARRILLO \$24.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

*Wittenburg Real Estate
506 Skunk Key
Lampasas, TX 76550*





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2005096843

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FIRST AMENDMENT TO COUGAR RANCH ESTATES RESTRICTIONS

The State of Texas
Counties of Williamson and Travis

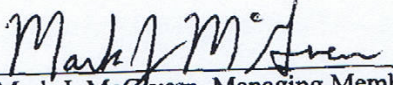
THIS AMENDMENT is to those certain Cougar Ranch Estate Restrictions dated the 11th day of October, 2005 and filed with the County Clerk of Williamson County, Texas on October 13, 2005.

Restriction 8 shall be deleted in its entirety and replaced with the following language.

"Tracts 1, 2, 3, 4, 5, 6, 7, 8, 14, 15 and 16 shall not be divided into smaller tracts for the purpose of increasing the number of residences which may be constructed thereupon. Tracts 9, 10, 11, 12 and 13 may not be divided into smaller tracts for the purpose of increasing the number of residences which may be constructed thereupon for a period of five (5) years following the date said tract is purchased from Owner. After said five (5) year period has passed, Tracts 9, 10, 11, 12 and 13 may be so divided into lots not less than five (5) acres in size."

All other terms and conditions shall remain as drafted.

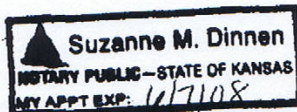
WITNESS OUR SIGNATURES at Shawnee County, Kansas, on this the 29th day of November, 2005.

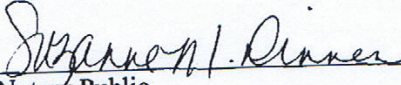

Mark J. McGovern, Managing Member
JFM Properties, LLC the General Partner of
TXLD, LP.

STATE OF KANSAS)
) SS
COUNTY OF SHAWNEE)

Before me, the undersigned authority, in and for said County and State, on this day personally appeared MARK J. McGIVERN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE, this 29th day of November, 2005.




Suzanne M. Dinnen
Notary Public

① N. Henburg Real Estate
506 South Key
Lampasas, TX 76550-3163

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2005096843

Nancy E. Rister

12/06/2005 10:33 AM

MILLER \$16.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

