

RESTRICTIVE COVENANTS & CONDITIONS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMPASAS

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Be it known that ROLLING VISTAS, LTD., a Texas limited partnership, for the purpose of instituting restrictive covenants on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "tracts") out of the herein described "subject property," does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. All these restrictive covenants, conditions, and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

The subject property is described as:

Tracts 1 through 21, Lampasas County, Texas, being more fully described in field notes on the Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, attached hereto and made a part hereof for all purposes.

The Restrictive Covenants are as follows:

1. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered a commercial use for the purposes of these restrictions except that no commercial feed lots, commercial bird operations, or similar commercial enterprises shall be allowed. Equestrian operations shall not be considered a commercial operation for the purposes of these restrictive covenants. In any activity the other restrictions must be complied with.
2. Each house shall contain not less than 1000 square feet of heated floor space, exclusive of open porches, breezeways, carports, and garages.
3. Only one house is allowed per 7 acres. In addition, one guest house constructed after the primary residence is finished shall also be allowed on each tract (guest houses shall not be required to meet the minimum square footage required in paragraph two). Houses to be built of materials and by practices considered reasonably standard and acceptable to the area. Houses and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition. Only the house and guest house referenced in this paragraph shall be used as residences.
4. All houses, buildings, garages, barns and other buildings constructed or placed on any part of any tract including hunting stands, hunting blinds and feeders used for hunting, must be set back at least 150 feet from any property line fronting any public road and at least 50 feet from any side or rear property line. No side or rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). For manufactured homes, the setback lines in paragraph 11 shall apply.
5. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the tract, or (2) the commencement of foundation work for the structure, or (3) the commencement of on-site work on the structure itself.
6. No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least 100 feet from any property line joining another tract out of the subject property and at least 150 feet from any property line fronting any public road.
7. No part of any tract shall be used or maintained as a dumping ground for rubbish, debris or junk.
8. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more

vehicles in disrepair placed on any tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.

9. Materials or equipment of any kind stored outside on any tract shall be arranged in an orderly manner on the rear one-half of the tract and no closer than 50 feet from any property line that joins another tract out of the subject property.

10. Camping on any tract is limited to eight weeks per year. Any camping facilities shall be located at least 150 feet from any property line that joins another tract out of the above subject property and at least 150 feet from any property line fronting any public road.

11. No manufactured home (including but not limited to, mobile homes, manufactured homes, and modular homes) shall be allowed to be placed on any tract, except as follows:

a. One complete manufactured home that is at least 20 feet in width on its shortest side may be placed on each tract. Said home shall have a minimum of 1000 square feet of heated floor area. Said manufactured home must be placed at least 250 feet from any property line fronting any public road and at least 50 feet from any side or rear property lines. No side or rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). Said manufactured home must be kept in good condition and no older than 12 years old when placed on the property. Variations from the requirements in this paragraph may be considered based on the style, age and condition of the manufactured home. The term "house" and "houses" as used in these Restrictive Covenants & Conditions shall also apply to mobile homes, manufactured homes, and modular homes, as applicable, except that no Restrictive Covenant shall be construed to allow more than one manufactured home per tract.

b. Any manufactured home placed on any tract must have the trailer tongue/hitch removed and must be under-skirted with standard and customary materials. These items shall be performed within 30 (thirty) days of the date the manufactured home is placed on the property.

c. Any manufactured home shall count towards the house allotment in paragraph 3 herein, except that only one manufactured home is allowed per tract.

12. No activity of any type shall be allowed that would create an unreasonable noise, visual, odor, or safety nuisance to the users of the surrounding subject property. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height.

13. The number and type of animals kept on the property shall be controlled so as not to create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding subject property and so as not to endanger the condition of a substantial portion of the property by overgrazing.

14. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the tract. A maximum of one outside dog per 3 acres shall be allowed to be kept on each tract.

15. Sanitary control easements shall be maintained by each tract owner around any water wells in compliance with TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) Standards. Water wells shall be placed a minimum of 50' from any property line, or in accordance with TCEQ requirements or Lampasas County requirements, whichever is more stringent.

16. No tract will be resubdivided into a tract of less than 10.01 acres without the joinder of a majority of tract owners as provided for herein for altering these Restrictive Covenants (county approval may be required on any resubdivided tracts - check with county for current requirements before resubdividing).

17. Owners should check with Lampasas County and with the TCEQ for any requirements before installing a private sewage system.

18. Extreme caution should be used when discharging any firearm. The person discharging the firearm shall be solely responsible for the safe operation of said firearm.

19. Regarding any entrances to be installed along the Highway 281 right of way:

a) TX DOT approval and permit is required for said entrance.

b) No entrance shall be constructed which shall serve to prohibit an entrance from being constructed on any subject property tract that joins the property which is having an entrance installed.

c) All entrances installed prior to December 31, 2019 shall require the approval of Rolling Vistas, Ltd. or Creekside Rural Investments, Inc.

20. Before performing any construction, excavation, or soil disturbance Buyer should contact (800) DIG-TESS (344-8377).

21. These restrictive covenants are to run with the land until December 31, 2030, and extend automatically for additional periods of five (5) years each unless a majority of tract owners as provided for herein for altering these restrictive covenants, through a duly recorded written instrument or instruments, amend or cancel the same.

Rolling Vistas, Ltd., and Creekside Rural Investments, Inc. hereby retain the right to execute amendments to, including granting variances from, all restrictive covenants and other limitations imposed by this instrument on the subject property, provided it, in the exercise of its reasonable judgement and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the property. Any such variance or amendment must be evidenced in writing and must be signed by Rolling Vistas, Ltd., or Creekside Rural Investments, Inc. If Creekside Rural Investments, Inc. is not in existence, amendments and variances granted by this paragraph may be granted by Jay Dickens or another designee of Creekside Rural Investments, Inc. Any such variance or amendment should not serve to prohibit any legitimate uses that are already in effect when said variance or amendment is made and said legitimate uses shall be grandfathered.

Other tracts or acreage not originally referenced as "subject property" in this instrument may be added to this instrument as "subject property" by the recording of an instrument adding said tracts, said instrument shall be executed by Rolling Vistas, Ltd., or its general partner. Any such tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

The above restrictive covenants constitute covenants running with the land and inure to the benefit of the undersigned and its successors and assigns as well as each and every purchaser of a tract out of the subject property, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these restrictive covenants in equity or in law. If one or more of such restrictive covenants shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

Any one or all of the herein numbered restrictive covenants may be altered, amended or canceled by a vote of at least an eighty percent (80%) majority of the owners of the then existing tracts (as of the date said vote is taken) out of the subject property referenced herein (one vote per tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the Lampasaa County Clerk in order to be of any force and effect.

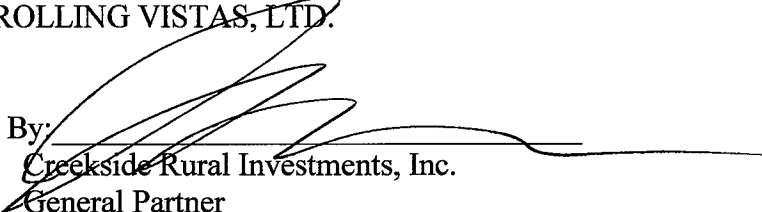
Rolling Vistas, Ltd., its partners, employees and affiliates shall have no liability for the failure or violation of the herein recited Restrictive Covenants.

Failure at any time to enforce these Restrictive Covenants, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter.

A portion of the subject property lies in a flood plain or other low lying areas that are subject to flooding or water saturation and may constitute wetlands areas. Future Grantees of each tract out of the subject property (herein also referred to as "Buyer") should use caution and conservative judgement when installing any improvements in or near the flood plain or low lying areas. Buyer shall be solely responsible for determining any flood plain elevations that are pertinent to Buyer's plans and for deciding at what elevation and location Buyer desires to construct any improvements. This clause shall apply to Buyer and Buyer's successors, heirs and assigns.

Executed this 26th day of April, 2016, to be effective the 26th day of April, 2016.

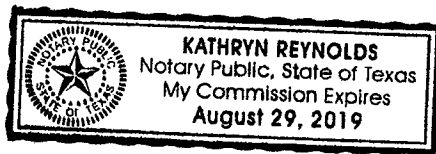
ROLLING VISTAS, LTD.

By: 
Creekside Rural Investments, Inc.
General Partner
By: Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF IRION §

This instrument was acknowledged before me on this the 26th day of April 2016, by Jay Dickens, President of Creekside Rural Investments, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as general partner on behalf of Rolling Vistas, Ltd., a Texas limited partnership.




Notary Public - State of Texas

RETURN TO:
Rolling Vistas
500 Log Cabin Road
Mertzon, Texas 76941