

ARTICLE 2

Use Restrictions

Residential Use

2.01. All Tracts shall be used for residential purposes only. Raising of livestock shall be permitted but subject to the terms of paragraph 2.12 below.

Requirement of Minimum Floor Plan Size

2.02. The ground floor area of the main structure of any residence, exclusive of open porches and garages, may be not less than 1,400 square feet in the case of a one story structure and not less than 1000 square feet in the case of a one and one-half or two story structure & height restriction of 30 vertical feet for any structure and/or residence.

Setbacks

2.03. No building shall be located on any Tract within 100 feet of any adjoining Tract or the <Public Road>.

Resubdivision or Consolidation

2.04. No Tract shall be resubdivided.

Noxious or Offensive Activities Prohibited

2.05. No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to neighboring Tract owners.

Prohibited Residential Uses

2.06. No structure not approved for residential use by the Declarant or Declarant's designee, including but not limited to trailers, mobile homes, motor homes, off-site manufactured homes, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Tract at any time as a residence, either temporarily or permanently. Portable storage buildings shall be allowed but only if placed out of sight from the <Public Road> and adjoining tracts.

Signs

2.07. No signs of any type shall be allowed on any Tract except one sign of not more than five square feet advertising the property for sale or rent.

Oil Development and Mining Prohibited

2.08. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Tract. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Tract.

Rubbish, Trash, Garbage and Inoperable Equipment

2.09. No Tract shall be used or maintained as a dumping or storage ground for rubbish, trash, or

inoperable equipment, appliances or vehicles. All garbage and other waste shall be kept in sanitary containers.

Sewage Disposal

2.10. No individual sewage disposal system shall be permitted on any Tract unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the County of Burnet. Approval of the system as installed shall be obtained from that authority.

Water Supply

2.11. No individual water supply system shall be permitted on any Tract unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the State of Texas. Approval of the system as installed shall be obtained from that authority, if required. All water wells must be located at least 100 feet from adjoining property lines.

Animals

2.12. No feed lots for hogs or livestock or poultry of any kind shall be maintained or kept on any Tract. Dogs, cats, or other household pets are allowed, provided they are not kept, bred, or maintained for any commercial purpose or in such a manner as would create a nuisance to adjoining property owners.

Permitted livestock and minimum acreage allocation are as follows:

Cattle	No more than	1	per	5	acres
Horses, Mules & Donkeys	No more than	1	per	5	acres
Goats & Sheep	No more than	1	per	3	acres
Exotics	No more than	1	per	5	acres

The natural offspring of an animal unit shall not be counted as an animal unit until the offspring is more than one year in age.

Poles, Masts, and Antennas

2.13. No poles, masts or antennas more than 30 feet in height shall be installed on any Tract.
Hunting and Discharge of Firearms

2.14. Hunting and discharge of firearms is permitted provided due care is exercised to insure that bullets or projectiles do not travel to adjoining tracts. Deer hunting is allowed provided that the deer population, as determined by the Texas Parks and Wildlife Department does not fall below a one deer per 15 acre population for the total subdivided property. If the deer population falls to fewer than one deer per 15 acres then hunting shall cease until the population has recovered to the ratio of more than one deer per 15 acre population.

2.15 No Gun or shooting range is permitted.

ARTICLE 3

Enforcement

3.01. Declarant, their successors and assigns, or any owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant or by any owner to enforce any covenant or restriction so imposed will in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 4

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.

ARTICLE 5

Amendments

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than 100% of Tract owners. The resubdivision rule (paragraph 2.04) may not be amended for 30 years.

ARTICLE 6

Subordination

No breach of any of the conditions contained in this declaration or reentry by reason of such breach will defeat or render invalid the lien of any deed of trust made in good faith and for value as to the Subdivision or any Tract in it; provided, however, that such conditions will be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

ARTICLE 7

Duration

The covenants and restrictions of this declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the Declarant, their successors and assigns, or any owner of any Tract for a period of 30 years from the date of this declaration, and thereafter will continue automatically in effect for additional periods of 10 years, unless otherwise agreed to in writing by the then owners of 100% of the Subdivision Tracts.

ARTICLE 8

Variances

Declarant may issue variances to the covenants and restrictions so long as Declarant is an owner of any part of the <Remaining Property>. Variations granted shall not have a material adverse affect on other Tract owners.