

COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
HICKMAN RANCH, SECTION ONE, TWO AND THREE

STATE OF TEXAS

COUNTY OF VAL VERDE

COUNTY OF EDWARDS

KNOW ALL MEN BY THESE PRESENTS:

The property in the Hickman Ranch, Section One, as recorded in Slide 115A, Side 115B, of the Map Records of Val Verde County, Texas; Section Two as recorded in Volume 2, Page 35A and 35B of the Plat Records of Edwards County, Texas, and in Slide 124B and 125A, of the Map Records of Val Verde County, Texas; and Section Three as recorded in Slide 125B and 126A of the Map Records of Val Verde County, Texas, is subject to the covenants hereby made by the undersigned Developer of the Hickman Ranch, to-wit:

1. That these covenants are to run with the land and shall be binding on any Purchaser (hereinafter "Grantee") of any tract, and all persons claiming under the Grantee.
2. That the above property herein shall not be used for day lease hunting or any manufacturing purposes. There exists a grazing lease on this property. As consideration for the lease, the Lessee has agreed to maintain the agricultural tax exemption for Grantee's land. Grantee has no obligation to continue this lease and may cancel the lease on his property by constructing fencing that meets local standards and is adequate to keep Lessee's livestock off his property and then giving Lessee thirty (30) days advance notice that he wishes not to participate in the lease. If Grantee desires to remove or alter any existing fences on his property Lessee shall be notified in advance in order to maintain control of the livestock.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. That no structure of any kind (including hunting blinds) shall be permitted within 200 feet of any roadway easement or property line.
5. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Val Verde and/or Edwards, if applicable, or any other governmental agency having jurisdiction thereof.
6. Not more that one residence shall be permitted on any tract. No communal residences shall be permitted.
7. That no commercial swine operation shall be permitted.
8. Grantee agrees not to impede the flow of water in existing water lines that cross his property and grants ingress and egress to persons who need to maintain such water lines.
9. That no tract may be subdivided without the express written consent of the Developer. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purposes of a homesite.

10. Grantee hereby authorizes Developer, and Developer's successors and/or assigns, to improve and maintain the roads used for access to the above property and other property in the Hickman Ranch and to charge each property owner a fee of \$1.00 per acre, per year, not to exceed \$300.00 per year. This road maintenance fee shall not apply to those tracts of land fronting exclusively on a state or county maintained road. Such charge shall not be assessed against Developer, Developer's successors and/or assigns. Such charge shall be made by direct billing to the property owner. If Grantee refuses to make said payments, Grantee hereby authorizes Developer, at Developer's option, to deduct such charge from payments made by Grantee on any owner-financed note, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting Developer and Developer's successors and/or assigns such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

11. That at such time as Developer may determine in Developer's sole discretion, the Developer shall have the authority but not the obligation to notify each tract owner of the time, date, and a place of a meeting of all tract owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including Developer, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as non-profit corporation, or otherwise, Developer shall transfer and assign to the association the current balance of the road improvement and maintenance, if any. Thereafter such association shall have the power, authority and obligation to maintain the roadways of the development and collect the road maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

12. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the Developer.

EXECUTED this the 7th day of July, 1997.

DEVELOPER:

Donald W. Muir, Jr., Trustee
DONALD W. MUIR, JR. AS TRUSTEE OF
THE DAVID P. BRADEN, JR. FAMILY
TRUST (CREATED UNDER THE BRADEN
FAMILY TRUST UNDER AGREEMENT
DATED JUNE 24, 1994), D/B/A THE
HICKMAN RANCH