

## **RESTRICTIONS**

That Rylan Ranch, Wilson A. Neely, IV, and Jodie Nobles (Ranch N Inc.) ("OWNERS"), are the owners of the following property:

Rylan Ranch, in Lampasas County, Texas, being all of said 161.98 acres of land that is part of the W. Morris Survey, Abstract No. 1002, the H. Buchanan Survey, Abstract No. 964, the H. Buchanan Survey, Abstract No. 854, and the C. McCray Survey, Abstract No. 875, Lampasas County, Texas, as described in a Warranty Deed with Vendor's Lien dated August 7, 2020 and recorded in Vol. 572, Page 184 of the Deed Records of Lampasas County, Texas.

and owners desire to adopt a plan for the development of Subject Property which will be binding upon it, and its successors and assigns in title, to the land sold out of said tracts;

NOW THEREFORE, for and in consideration of the mutual benefits to the owners and future owners of the above described property, herein called "Subject Property," owners do hereby make Subject Property subject to the following restrictive covenants, to wit:

- (A) No part of Subject Property shall be used except for residential purposes, and no commercial enterprise of any kind or character shall be carried on upon any part of said property.
- (B) No lot or tract out of the Subject Property shall be divided into smaller lots or tracts.
- (C) No building shall be erected, altered, placed, or permitted to remain on any tract other than single family residence. For purposes of these restrictions, single family residences shall not include mobile homes and manufactured homes. Detached garages, workshops, and barns may be constructed on the property so long as they are of new construction, kept in good repair, and are not used for residential purposes.
- (D) All single family residences will have a minimum of 1200 square feet of living area with the front and side elevations to be 60% masonry construction.
- (E) No building of any kind shall be located on any tract nearer than 15 feet to any side or back tract line, established easement, or located nearer than 30 feet to any public road. All dwellings placed on Subject Property must be equipped with septic tanks or other sewage system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity. All service or incidental buildings shall be built of new material. Metal prefabricated buildings may be used for this purpose.
- (F) In the event any livestock are kept on Subject Property, not more than one head of livestock per acre shall be kept on any tract, and any tract containing livestock must be fenced; provided

however that no hogs or pigs may be kept on the premises. No poultry shall be kept or raised on Subject Property except for personal use of the owner.

- (G) No wrecked, junked, abandoned, or inoperable vehicles or machinery shall be allowed to be kept on any tract.
- (H) Owners have no obligation to maintain roads lying within recorded easements. All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. The owner of the tract being served by the driveway will install appropriate culverts or drainage pipe under the driveway as required by the Lampasas County Commissioner for the precinct in which the property is located or the Lampasas County Road and Bridge Administrator.
- (I) Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
- (J) The existing creeks or drainage channels traversing along or across the subdivision will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
- (K) Lampasas County will not be responsible for the maintenance and operation of said drainage ways or the control of erosion.
- (L) Lampasas County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- (M) No obnoxious or offensive activities shall be carried on upon any tract, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
- (N) No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept, except in sanitary containers.
- (O) Easements for installation of utilities and drainage facilities are reserved as recorded in county records. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

- (P) No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair, adequately painted, or otherwise finished.
- (Q) No outside toilet or privy shall be erected or maintained in said subdivision. All septic tanks and sanitary plumbing shall conform to the standards set by the State of Texas and Lampasas County.
- (R) No outbuilding, basement, tent, shack, garage, or temporary building of any nature shall be used as a permanent residence.
- (S) If any portion of a residence is destroyed by fire or other casualty, it shall be the duty of owner to either raze the remaining structure, or rebuild, repair, or reconstruct said structure in a manner that will substantially restore it to its previous condition within six (6) months of said fire or casualty.
- (T) There shall be no sale of dirt, rock, or timber from any lot, or the excavation and removal of dirt or rock except for the construction of a stock tank or to clear a construction site.
- (U) At each point of entry from a lot to the service road or street, lot owner shall install a steel or concrete water conduit of suitable size to carry storm water runoff.
- (V) Enforcement shall be by proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
- (W) Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- (X) Lampasas County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and save harmless Lampasas County, from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

DATED this \_\_\_\_ day of September, 2020.

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Wilson A. Neely, IV, individually and as President of  
Ranch N, Inc.

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Jodie Kay Nobles, Individually and as Vice  
President of Ranch N, Inc.

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ on this day personally appeared Wilson Neely, IV, individually and as President of Ranch N. Inc. known to me (or proved to me through his \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ on this day personally appeared Jodie Kay Nobles, individually and as Vice President of Ranch N. Inc. known to me (or proved to me through her \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Notary Public, State of Texas