

STATE OF TEXAS § A. RAY LAMBERTH AND ALLISON LAMBERTH
 §
 COUNTY OF WILSON § TO THE PUBLIC

**PLAT AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE RANCH VIEW ESTATES SUBDIVISION**

This Plat and Declaration of Covenants, Conditions, and Restrictions for The Ranch View Estates Subdivision is made on this date by A. RAY LAMBERTH and ALLISON LAMBERTH, hereinafter referred to as "Developer."

Developer is the owner of that certain 204.12 acres of land out of the John M. Allen Survey, Abstract No. 26 and Francisco Mendiola Survey No. 373, Abstract No. 221, Wilson County, Texas, and being parts or portion of the same land described in conveyance to A. Ray Lamberth, et ux., in deeds of record in Volume 1174, Page 227, and Volume 1174, Page 282, Official Public Records of Wilson County, Texas, and more particularly described by metes and bounds in the survey attached hereto as **Exhibit "A"** and as shown on the Plat thereof attached hereto as **Exhibit "B."** Said Exhibits "A" and "B" are incorporated herein by reference for all purposes. Said 204.12 acres of land is hereinafter referred to as the "Property."

It is now the desire of the Developer to place certain restrictions, easements, covenants, conditions, stipulations, and reservations upon and against the Property and to insure the preservation of the uniform plan of development of the Property, and all portions thereof, for the benefit to both the present and future owner(s) of the Property and the subdivided tracts, parcels, and lots contained in and all portions of the Property.

NOW, THEREFORE, Developer hereby ADOPTS, ESTABLISHES, AND IMPOSES upon the Property, and declares the following reservations, easements, restrictions, covenants, and conditions as applicable thereto, all of which are for the purposes of ENHANCING AND PROTECTING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE PROPERTY AND FOR DEVELOPING COMMON SCHEME OR PLAN OF DEVELOPMENT.

ALL OF THESE RESTRICTIONS SHALL EXPRESSLY RUN WITH THE TITLE TO THE PROPERTY, OR ANY INTEREST THEREIN, OR ANY PART THEREOF, AND SHALL INURE TO THE BENEFIT OF THE DEVELOPER, AND ALL FUTURE OWNER OR OWNERS OF ANY TRACT, PARCEL, LOT, OR PORTION OF THE PROPERTY.

ARTICLE I DEFINITIONS

Section 1.01: "Property" shall refer to RANCH VIEW ESTATES Subdivision as shown by Plat attached hereto as **Exhibit "B,"** subject to the restrictions, easements, covenants, conditions, stipulations, and reservations set forth herein, and any additional land made subject to the terms hereof, pursuant to the provisions herein.

Section 1.02: "Builder" shall mean and refer to a person or entity that purchases one or more Lots and builds speculative or custom homes thereon for third party purchasers.

Section 1.03: "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot in the subdivision.

Section 1.04: "Developer" shall mean A. RAY LAMBERTH and ALLISON LAMBERTH, and their successors or assigns.

Section 1.05: "Lot" shall mean and refer to any subdivided portion of land on the Plat of the subdivision, whether identified as a tract, lot, homesite, or parcel, or otherwise.

Section 1.06: "Owner" shall mean and refer to the record owner (which shall include any purchaser under contract with the Texas Veterans Land Board) whether one or persons or entities, of fee simple title to any Lot which is a part of the subdivision, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who have only an interest in the mineral estate, (ii) Developer (except as otherwise provided herein), and (iii) a Builder.

ARTICLE II RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

Section 2.01: Recorded Subdivision Plat of the Property. The Plat of the Property and these Covenants, Conditions, and Restrictions establish certain reservations, exceptions and dedications applicable to the Property. All such dedications, restrictions and reservations created in these Covenants, Conditions, and Restrictions, as may be amended from time to time, or shown on the Plat, re-plats or amendments of the Plat of the subdivision recorded or hereafter recorded, shall be construed as being included in each contract, deed or conveyance executed or to be executed by or on behalf of Developer or any other party holding any interest by, through or under Developer (whether immediate or remote), conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02: Easements. Developer reserves the non-exclusive right to use the utility easements and rights-of-way shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Wilson County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of water, electric lighting, electric power, telegraph and telephone line or lines, storm surface or underground drainage, cable television, or any other utility the Developer sees fit to install in, across and/or over the Property. All utility easements in the subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Property. Should any utility company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of the respective facilities. Nothing contained herein shall impose any obligation on Developer to construct or maintain any utilities. Neither Developer, nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall

be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the Property covered by said easements.

Section 2.03: Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract for deed or other conveyance shall be subject to these restrictions and any easements affecting same for roadways or drainage, water system, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 2.04 Utility Easements.

(a) Utility Easements have been dedicated in accordance with the Plat.

(b) No building shall be located over, under, upon or across any portion of any Utility Easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any Utility Easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by a Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

(c) In the event that a single Owner shall own two or more adjacent Lots used as a single building site, then the 15' Utility Easement along the interior and common Lot lines shall be considered vacated so long as no utilities have been previously installed therein. However, in the event that one such Lot shall thereafter be conveyed to any third party, the interior Utility Easements along such interior and common Lot line shall again burden both such Lots.

Section 2.05: General Drainage Easements. Developer reserves the right to dedicate such Drainage Easements centered on all natural runoff channels, creeks, or swales in addition to any Drainage Easements specifically shown and dedicated on the Plat. Developer has the right, but not the obligation, to more specifically identify any natural runoff channels, creeks, and swales to the extent that such identification is necessary or convenient for a Lot Owner, Developer, or any governmental authority. Should a Lot Owner request such identification, the Developer, in its sole discretion, employs an engineer or surveyor to assist in the identification process, the Lot Owner shall pay all fees and costs incurred in such identification. The written identification of such natural runoff on channels, creeks, or swales, may be reduced to an instrument recorded in the Real Property Records of Wilson County, Texas, which shall be in addition to and supersede the general plat reference for that Individual Lot. Any drainage pattern or earthen tank embankment established on the Property cannot be altered or blocked in any manner so as to affect the drainage across such Property or to interfere with the natural flow of water though that Lot or other Lots.

**ARTICLE III
USE RESTRICTIONS**

Section 3.01: Single Family Residential Construction.

- (a) **Developer Approval Required.** All plans and specifications for residential dwellings and other structural improvements must be approved in writing by Developer, its successors or assigns, prior to being constructed.
- (b) **One Single Family Residential Dwelling Per Lot.** No building shall be constructed on any Lot other than one single family residential dwelling with a detached or attached garage or carport. As used herein, the term "single family residential dwelling" shall be construed to prohibit mobiles homes, modular homes, or trailers being placed on said Lots, or the use of said Lots for duplex houses, fourplexes, condominiums, or apartment houses. There is a limit of one single-family residential dwelling per Lot.
- (c) **Minimum Square Footage Requirement.** Any single-story residential dwellings must have a total living area of not less than 1,800 square feet, and a two-story residential dwelling must have a total living area of not less than 2,100 square feet, excluding porches, garages and guesthouse, and be constructed with new materials, except that used brick, stone, wooden beams, doors, and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the Subdivision.
- (d) **80% Masonry Requirement.** Each residential dwelling must have at least 80% of its exterior structure made of brick, stone or masonry. Stucco material shall be considered to be masonry, so long as all exterior of the home is made of stucco. Hardy Plank siding shall not be considered masonry. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation; more specifically, no concrete pier, beam or similar structure may be used as a foundation. Dormers on the front of two story structures may be constructed of non-masonry materials.
- (e) **Other Building Standards and Requirements.**
 - 1. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve (12) months from commencement date. During construction of a residence, an Owner must provide a construction dumpster for container storage of trash and building construction debris, and a portable construction toilet for construction workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. The above said period may not be extended without the express written consent of the Developer, its successors or assigns. It is specifically agreed that Lot Owners shall not excavate, remove, or sell the soil, nor cut, sell, or remove timber other than as necessary for the construction of residential and associated improvements upon the property and may be necessary for the reasonable use, upkeep and maintenance of the property.
 - 2. No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage disposal system is installed. Each Lot Owner must contact the appropriate U.S. Post Office for mail service at the time of construction.
 - 3. No residence shall be occupied even on a temporary basis until the exterior thereof is completely finished.

4. All attached garages shall be side entrance only and the garage entry shall not face County Road 305.
 5. The vehicular entrance way and exist, bay entry, or garage door of a carport, garage, shop, outbuilding or similar structure, whether attached or detached, must not be constructed so as to face County Road 305 or constructed such that it is on the same side as the main entry door of any dwelling.
 6. Travel trailers, fifth wheels, tents, shacks, camp sites, or any structure of a temporary nature are not permitted on the Property during construction of a new home.
- (f) **Prohibition of Manufactured and Modular Homes.** The term "dwelling" does not include single-wide, double-wide or multi-section manufactured homes, and said manufactured homes are not permitted within this subdivision. Travel trailers, fifth wheels, tents, shacks, camp sites, and the like are prohibited as a permanent or temporary residence.
- (g) **Garages and Guest Houses.** In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage, or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breeze way). There may be only one garage apartment or one connected guesthouse, but not both.
- (h) **Outbuildings.** In addition to the primary residence, there may be constructed workshops, barns, and outbuildings so long as they are of good construction, kept in good repair, and are not used for temporary or permanent residential purposes. Any outbuildings, barns or similar improvements which exist prior to the execution of these Covenants, Conditions, and Restrictions may continue to remain on the Property. Workshops, barns, and outbuildings (including guest houses or garages or garage apartments) may be constructed after or concurrently with the principal residence dwelling, but all such workshops, barns, and outbuildings must include matching brick, stone or masonry (as applicable) with the dwelling, and cover at least 80% of the exterior walls of such workshops, barns, and outbuildings. Stucco material shall be considered to be masonry, so long as all exterior of the workshop, barn, or outbuilding is made of stucco. Hardy Plank siding shall not be considered masonry. Prefabricated, movable outbuildings and storage sheds not meeting the above criteria are prohibited. Any workshop, barn, and outbuilding must be of a similar design and finish as the main residence structure.

Section 3.02 Lot Line/Setbacks. No building of any kind shall be located on any Lot nearer than 75 feet to the side or rear property line, or nearer than 200 feet from front property line facing any public road. The Developer shall have the right to grant exceptions to the setback lines shown on the plat and upon recording an instrument describing such exception in the real property records of Wilson County, Texas, setting forth the setbacks in such exception shall supersede and replace the setbacks established in the Subdivision Plat. "Rear and side Lot lines", respectively, as used in this section, with respect to any two or more contiguous whole Lots owned by the same Owner and used as a single building site shall mean, respectively, the outermost rear Lot lines and side Lot lines considering said contiguous whole Lots as one Lot. However, in the event that a single Owner shall own two or more adjacent Lots, and shall thereafter convey one to any third party, the interior Lot lines between the Lots then owned by separated owners shall be burdened by the setback lines described herein. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

Section 3.03: Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, except as permitted in section 3.01. However, the Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences, and constructing other improvements within the Subdivision. This sentence shall take precedence over any conflicting provisions of these Subdivision restrictions.

Section 3.04: Fences. All fences must be constructed with new materials and must be made using metal goat-wire (gridwall) panels; no wooden fences are allowed. Fences are allowed from the corner of the front of the house to the rear of the Property, except that lots with a retainage pond may have fencing across the lot so as to fence the retainage pond outside of the house yard fence. Plans for fencing enclosing retainage ponds must be submitted to and approved by the Developer prior to the construction of the fencing. All lots bordering any highway, whether state, national, or farm-to-market highway, are required to be constructed of similar type fencing, to be determined by Developer. All upkeep to fencing facing any highway, whether state, national, or farm-to-market, shall remain the responsibility of each Lot Owner's portion. All fence construction is subject to the Developer's approval.

Section 3.05: Prohibition of Offensive Activities. Except as provided in Section 3.18, operation of a business on a Lot will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become a nuisance to the neighborhood, or cause an increase in insurance premiums to any Lot Owner as a result of the activity's presence.

Section 3.06: Further Subdivision Prohibited. No Lot shall be subdivided without the consent of the Developer, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Developer, its successors or assigns.

Section 3.07: Water Service and Water Wells. Water is supplied to the subdivision through a water service company licensed by the State of Texas. A hook-up fee will be payable by a property owner for the initial hook-up to this system. A permit may be required from the appropriate Groundwater Conservation District for a private water well. Site location for any water well must be such that any required sanitary easement is provided for and contained solely on that Lot. It is the intent hereof to prohibit any water well, which might impair or limit in any way whatsoever the use of any other Lot because of the water well and sanitation requirements related to same.

Section 3.08: Storage, Garbage, Refuse and Prohibited Items. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road. However, any new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which time those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of, or burned within the road rights-of-way. Each Owner or occupant shall keep the portion of the Property owned by it in a clean, kept, neat and sanitary condition. All Owners or occupants of any portion of the Property are required to maintain their portion of the Property, whether vacant or occupied, so that each Owner's tract does not become overrun or overgrown with tall grass, heavy brush, rubbish or trash. No inoperative motor vehicle shall be placed on any Lot except in an enclosed structure which meets the requirements of these restrictions: No motor vehicle or trailer shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects

of any kind on the property. No motor vehicle requiring registration shall be retained on any Lot without a current registration sticker for a period of longer than thirty (30) days. No dump trucks, commercial trucks, any trucks with more than two axles, tractor-trailer trucks (commonly referred to as 18-wheelers) or heavy commercial or construction equipment may be parked on or near any Lot except temporarily as needed for residential construction purposes.

Section 3.09: Unsightly Storage. No unsightly motor vehicles shall be stored or kept on any lot, and no motor vehicle shall be kept on any Lot for the purposes of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents, and such use shall in no way cause a nuisance to the public or other property owners. No outbuilding taller than fourteen (14') feet at the highest point may be constructed to the rear of the main residence

Section 3.10: Parking. The Owner shall provide appropriate space for off-road parking for his vehicles. No Owner nor his/her guests or invitees may park vehicles overnight on the public right of-way. No commercial trucks, vans, eighteen wheelers, trailers, or any vehicle not pertaining to agricultural activity shall be parked or stored on the property at any time, except during construction of a residential dwelling. No commercial driveways or parking for the public is permitted.

Section 3.11: Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. No sanitary sewage disposal system shall be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

Section 3.12: Signs. No signs, advertisements, billboards, placards, signboards, or advertising structure of any kind may be erected or maintained on any Lot except one (1) professionally made sign not more than 18" x 24", advertising an Owner's Lot for sale, rent or during home construction. Developer or an Owner shall have the right to remove any such sign, which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. The Developer shall have the right to erect any size sign for the purpose of identifying and advertising property so long as such sign is maintained in good condition and removed promptly after marketing ends.

Section 3.13: Driveways. No driveway shall be constructed on any Lot until all required permits from the appropriate regulatory agencies have been obtained. All driveways shall be of a hard-surfaced material, finish, and composition for the first thirty-five feet (35') of driveway extending from the main road running in front of the Lots. These may include, but are not necessarily limited to stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick and asphalt. All driveway entrances shall be at least twelve feet (12') in width. An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the Plat.

Section 3.14: Drainage. Subject to the provisions of Section 2.05 above, the provisions of which section shall control in the event of any conflict with the provisions of this section, natural established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb or other such impediment of the free flow of water be installed or altered, without prior written consent of the Developer, its successors, successors or assigns. An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.

Section 3.15: Hunting / Firearms. Discharging of firearms for hunting and/or target practice is allowed in the subdivision, subject to applicable federal, state, and local law.

Section 3.16: Prohibited Use of Lot as Roadway. No Lot or any part of a Lot shall be used as a street, access road, or public thoroughfare without the prior written consent of the Developer, its successors or assigns.

Section 3.17: Animals. Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, the following animals may be raised or kept on the property: household Pets, such as cats, dogs and birds; livestock animals raised for 4H or FFA school supervised programs, as long as used for a school project; one or more horses, provided a stable or other covered structure is constructed suitable for providing shelter for each horse from inclement weather and heat; and hens (but not any roosters). Dogs must be kept in fenced-in area or under leash at all times. No animals may be raised, stored, or otherwise located on any Lot for commercial purposes. Permitted animals must be kept and maintained in a manner such that they do not constitute a nuisance to any adjoining Lot Owner.

Section 3.18 Home Office / Telecommuting. Use of a Lot for Home Office or Telecommuting is permissible when conducted by a person in his residence and shall not be considered a violation of Section 3.01 above. No other business use of a Lot shall be allowed. To be considered as a home office/telecommuting activity, the following applies:

- (a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- (b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees are involved in the business at the residence.
- (c) The activity is incidental and secondary to the use of the property for residential purposes.
- (c) The amount of space used for the activity shall not exceed 20% of the residential living area square footage.
- (d) The activity does not result in an objectionable noise, nor does it increase traffic volume or require additional parking.
- (e) The activity does not include any window or outdoor displays and does not include any retail sales on the property.
- (f) The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries.
- (g) Outdoor staging or storage of any items related to the activity is prohibited.

Section 3.19 Developer's Retention and Use of Lot 14 and Lot 15. Developer intends to retain Lot 14 and 15 for a period of time determined by Developer. Developer may, at such time and to such extent determined by Developer, in Developer's sole and absolute discretion, waive and release Lot 14, Lot 15, or both, or any portion of said Lot 14, Lot 15, or both, from all or part of these Covenants, Conditions, and Restrictions, including, but not limited to, the restriction for residential use, and may engage in such other permitted uses of Lot 14 and Lot 15 as are allowed hereunder, including, but not limited to, such uses contemplated by section 5.02.

**ARTICLE IV
RESERVATION OF OIL, GAS, AND OTHER MINERALS, WATER RIGHTS, AND OTHER
RIGHTS TO THE DEVELOPER**

Section 4.01. All Mineral Rights Reserved by Developer. Notwithstanding the inclusion or exclusion of any express reservation of water rights in any instrument of conveyance from the Developer to any Owner or Builder, the Developer hereby severs from the surface estate of the Property and reserves, for Developer and Developer's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property (hereinafter the "Mineral Estate"). If the Mineral Estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it; provided, however, Developer EXCLUDES from the Mineral Estate the right of ingress and egress to and from the surface of the Property relating to the portion of the Mineral Estate owned by Developer; nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Developer with land other than the Property, or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Section 4.02. Certain Water Rights Reserved by Developer. Notwithstanding the inclusion or exclusion of any express reservation of water rights in any instrument of conveyance from the Developer to any Owner or Builder, the Developer hereby severs from the surface estate of the Property and reserves, for Developer and Developer's heirs, successors, and assigns forever, all water in and under and that may be produced from the Property (hereinafter the "Water Estate"); if the Water Estate is subject to existing production or an existing license, this reservation includes the production, the license, and all benefits from it; provided however:

- (a) Developer EXCLUDES from the Water Estate the right of ingress and egress to and from the surface of the Property relating to the portion of the Water Estate owned by Developer; nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the Water Estate owned by Developer with land other than the Property or the exploration or production of water by means of wells that are drilled on the surface of land other than the Property, but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property; and
- (b) Developer EXCLUDES from the Water Estate the right of any Owner or Builder to drill and/or produce water from one well per Lot which is drilled, completed, or equipped such that the well is incapable of producing more than 25,000 gallons of groundwater per day, and used primarily for domestic use, meaning indoor and outdoor household purposes; provided, however, that all such wells must comply with applicable law.

Section 4.03. Perpetual Right of Enforcement Reserved by Developer. Developer reserves for Developer and Developer's heirs, successors, and assigns forever the right to directly enforce these Covenants, Conditions, and Restrictions to the maximum extent allowed by law, including, but not limited to, filing suit for injunctive relief, damages, civil penalties, pre- and post-judgment interest, and attorney's fees.

ARTICLE V GENERAL PROVISIONS

Section 5.01 Covenants Running with the Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot in the Subdivision shall have the right to either prevent a breach of any such Restriction or covenant, or enforce the performance thereof, by suit in law or equity, by way of injunction or damages, filed in any Court of competent jurisdiction. Nothing herein shall be construed as compelling the Developer to enforce any of these provisions, nor shall the failure of the Developer to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Developer shall have no liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to enforce these restrictions.

Section 5.02 Developer's Authority. The Developer shall have the right to make use of any Lots then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment. Developer reserves the right to construct and develop additional dedicated county roads over and across any Lot owned by the Developer, along with any re-platting as may be required. The Developer expressly retains the right to subdivide any Lot owned by the Developer, and acquire and subdivide adjacent properties and connect the Subdivision road(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development. The Developer reserves the right to assign any and all rights reserved to Developer hereunder at such time and in such manner as determined by Developer, in Developer's sole and absolute discretion. Each Lot owner hereby consents, without protest, to such use of Lots owned by Developer, without protest.

Section 5.03 Partial Invalidity. Invalidity of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others, the conditions so violated or any other conditions. The Developer and its authorized agent(s) or designee(s) may, on any Lot(s) owned by Developer, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III shall not apply thereto.

Section 5.04 Term and Amendments. These Covenants, Conditions, and Restrictions shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from this date, after which time these Covenants, Conditions, and Restrictions shall be automatically extended for successive periods of ten (10) years. Subject to Section 4.02 hereto, these Covenants, Conditions and Restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners; during any succeeding ten (10) year periods, these Covenants, Conditions, and Restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Wilson County, Texas, nor until the required approval of any governmental regulatory body, if any, shall have been obtained. Notwithstanding the foregoing, Developer shall have the right, but not the obligation, to amend, supplement, modify, or revoke this Declaration or any of the provisions hereof, without the necessity of the joinder of any Owner of any Lot or Lots or interest therein, for such purposes and upon such conditions as Developer shall deem appropriate, including correcting any clerical errors, clarifying ambiguity, removing any contradiction in the terms hereof, or otherwise taking such steps as may be necessary or appropriate for the continued upkeep or maintenance of the Property in accordance with the Developer's plan of development for such Property. This authority of the Developer in this Section shall continue for a term of one (1) year after the Developer disposes of its last fee interest in any Lot or portion of the Property and shall then terminate.

Therefore, this Plat and Declaration of Covenants, Conditions, and Restrictions for The Ranch View Estates Subdivision are hereby approved with effective date of September 10, 2020.

Attachments: Exhibit "A" Survey of 204.12 Acres
Exhibit "B" Plat of 204.12 Acres (Ranch View Estates Subdivision)

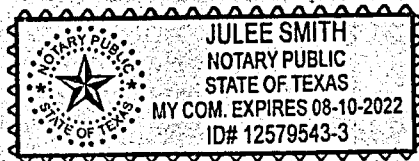
DEVELOPER:


A. RAY LAMBERTH


ALLISON LAMBERTH

STATE OF TEXAS §
COUNTY OF Wilson §

The foregoing instrument was acknowledged before me on December 1, 2020 by
A. RAY LAMBERTH and ALLISON LAMBERTH.




NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

STATE OF TEXAS
COUNTY OF WILSON

FIELD NOTES FOR 204.12 ACRES OF LAND

BEING 204.12 ACRES OF LAND OUT OF THE JOHN M. ALLEN SURVEY, ABSTRACT NO. 26 AND FRANCISCO MENDIOLA SURVEY NO. 373, ABSTRACT NO. 211, WILSON COUNTY, TEXAS AND BEING PARTS OR PORTION OF THE LANDS DESCRIBED IN CONVEYANCES TO A. RAY LAMBERTH, ET UX IN THE DEEDS OF RECORDS IN VOLUME 1174, PAGE 277 AND VOLUME 1174, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF WILSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a corner post on the southwesterly right-of-way of County Road 305 for the easterly corner of the Alonzo Peeler land as described in Volume 1531, Page 88 of the Official Public Records of Wilson County, Texas and the northerly corner of the Lamberth land and of this tract;

THENCE with said right-of-way as follows:

South 30° 08' 43" East, a distance of 2195.30 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 29° 54' 27" East, a distance of 2188.56 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 30° 49' 41" East, a distance of 2177.44 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 30° 27' 14" East, a distance of 645.58 feet to a set ½" rebar with a "Pollok & Sons" cap at the intersection of said County Road 305 right-of-way with the northerly right-of-way of State Highway 97 for the southeasterly corner of the Lamberth land and of this tract;

THENCE South 47° 53' 53" West, with said State Highway 97 right-of-way, a distance of 586.65 feet to a found ½" rebar with a "Pollok & Sons" cap for the southwesterly corner of this tract;

THENCE into and across the Lamberth land with the westerly line of this tract as follows:

North 35° 48' 36" West, a distance of 257.38 feet to a found ½" pin;
South 60° 13' 34" West, a distance of 635.74 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 31° 52' 10" West, a distance of 34.56 feet to a set ½" rebar with a "Pollok & Sons" cap;
North 30° 18' 41" West, a distance of 639.26 feet to a set ½" rebar with a "Pollok & Sons" cap;
North 58° 02' 25" East, a distance of 323.40 feet to a set ½" rebar with a "Pollok & Sons" cap;
North 30° 57' 53" West, a distance of 4257.65 feet to a set ½" rebar with a "Pollok & Sons" cap for an interior corner of this tract;

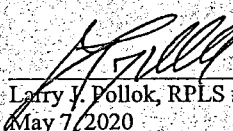
THENCE South 60° 53' 25" West, a distance of 805.95 feet to a set ½" rebar with a "Pollok & Sons" cap of the easterly corner of the Spur Holdings LTD land as described in Volume 1683, Page 304 of the Official Public Records of Wilson County, Texas and a corner of this tract;

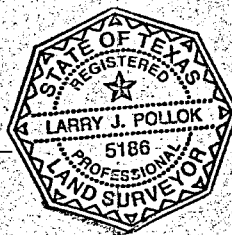
THENCE North 30° 54' 21" West, with the common line of said Spur Holdings, LTD land, a distance of 2152.48 feet to a found ½" pin on the southeasterly line of the aforementioned Peeler land for the northerly corner of said Spur Holdings, LTD land and the westerly corner of the Lamberth land and of this tract;

THENCE North 59° 31' 11" East, with the common line of said Peeler land, a distance of 1819.14 feet to the **POINT OF BEGINNING** and containing 204.12 acres of land.

The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.
Firm No. 10052700

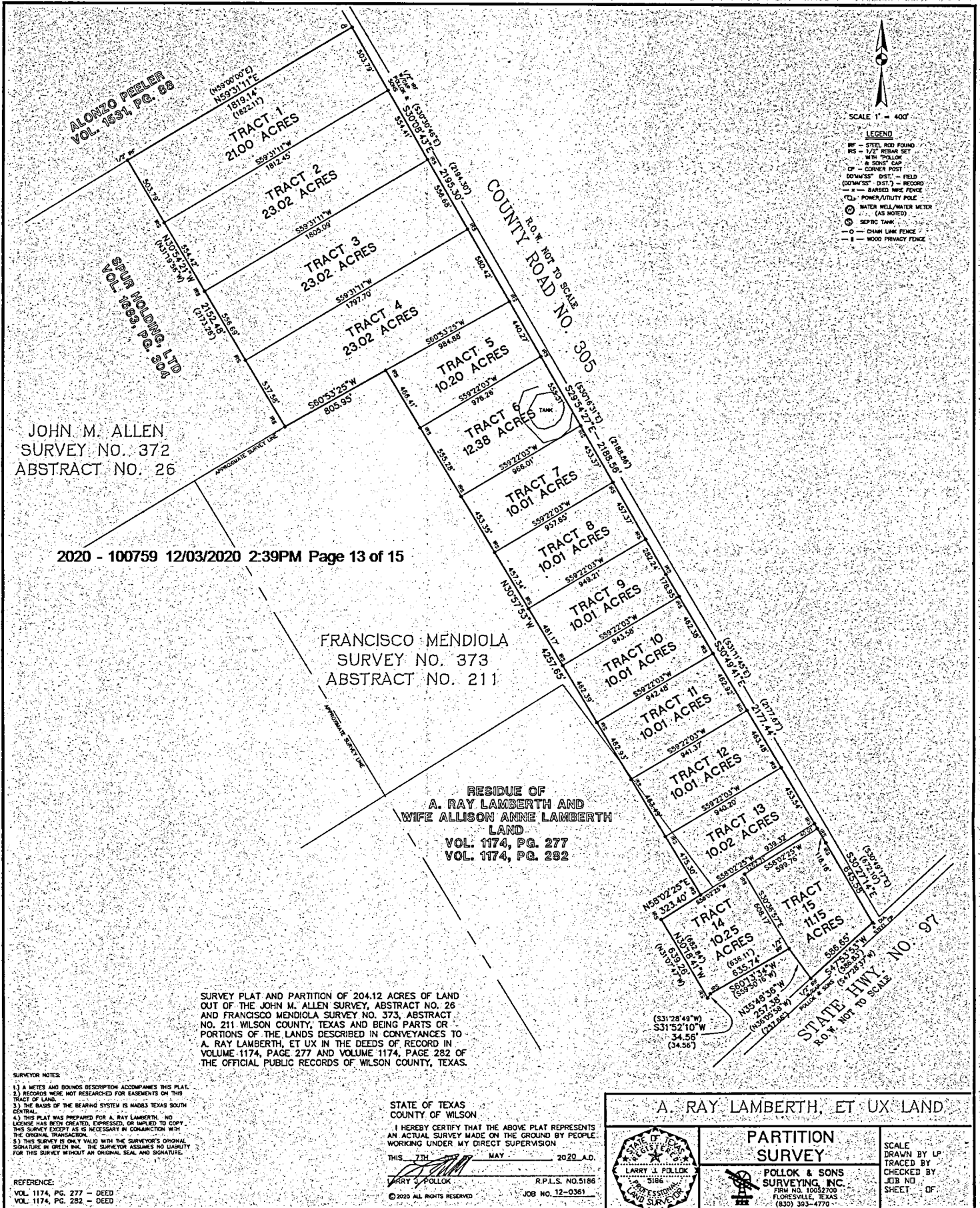

Larry J. Pollok, RPLS #5186
May 7, 2020



Refer. 12-0361

Exhibit "B"

Plat of The Ranch View Estates Subdivision



PREPARED BY:

Bryant Law PC

111 W. Olmos Dr.

San Antonio, TX 78212

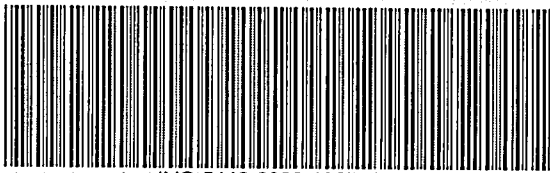
AFTER RECORDING RETURN TO:

A. RAY LAMBERTH

ALLISON LAMBERTH

PO Box 786

Floresville, TX 78114



VG-5442-2020-100759

Wilson County
Eva S. Martinez
Wilson County Clerk

Instrument Number: 100759

Real Property Recordings

Recorded On: December 03, 2020 02:39 PM

Number of Pages: 15

" Examined and Charged as Follows: "

Total Recording: \$78.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

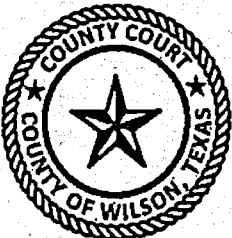
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Recorded Date/Time: December 03, 2020 02:39 PM
User: Krystle H
Station: cclerk05

Record and Return To:

A RAY LAMBERTH

Fd PO BOX 786

FLORESVILLE TX 78114



STATE OF TEXAS

Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

Eva S. Martinez

Eva S. Martinez
Wilson County Clerk
Floresville, TX