DEED RESTRICTIONS

The following are restrictions to be placed in the deed for the 5.92 acres described in the property description that follows.

- Property: Railyard River Estates, a Subdivision located in Llano County, Texas, out of the Heinrich Strackbein Survey No. 28. Abst. No. 690. Containing 5.92 Acres, Composed of Lots 1-12, Lot A and Lot B being part of that certain tract of land described as 5.92 Acres in a deed to Walden Drilling Incorporated & Robert Wyatt
- I. Subdivision owners must form an HOA to handle any and all expenses related to the subdivision. Including but not limited to: road maintenance, entrance maintenance, landscaping, city, state or county regulations and issues etc.
- II. Subdivision owners must conform and adhere to all rules, permitting, regulations or restrictions set by any local, city, county, state or governing body.
- III. Subdivision owners must conform and adhere to all rules, permitting, regulations or restrictions set by the LCRA watershed ordinance. Impervious cover allocations per lot are 1573 sq ft _____. However, impervious cover credits may be obtained with landscaping, pavers, rain gardens, rain capture etc. Specific credit and allocations remaining must be discussed in permitting process with LCRA.
- IV. Lot A and Lot B do not calculate into and are exempt from any HOA or other expenses.
- V. All property owners within the Railyard River Estates subdivision own an undivided equal interest in Lot A
- VI. VRBO and sometimes referred to as "short term lease agreements" ARE ALLOWED. Renters and or Owners must still conform to deed restrictions as set forth.
- VII. No structure shall be erected, altered or permitted on any tract other than one (1) single-family dwelling, not to exceed two (2) stories in height, and a private garage and necessary outbuildings typical for single family use, well/pump house, guesthouse or caretaker's house.
- VIII. The livable floor area of the principle residence structure, exclusive of open or screened porches, breezeways and garage shall not be less than Nine-Hundred (900) square feet for a one
 - story dwelling and Eleven-Hundred (1,100) square feet for a two (2) story dwelling.
- IX. No building shall be located on any tract within Thirty (30) feet of any street line (front, side or rear) or within ten (10) feet of any interior tract line (side or rear).

a. The setback requirement of the interior tract line does not apply to an owner of contiguous parcels of land. The Thirty (30) feet off any street line and ten (10) feet outermost side property line restriction still apply. Any current or future city regulations can supersede these limitations

- X. These restrictions expressly prohibit the use of mobile homes on any tract at any time. The prohibition against mobile homes applies to structures commonly referred to as mobilehomes or "manufactured homes" or "tiny homes", with or without axles and/or wheels. Travel trailers and motor homes shall not be construed as mobile homes.
- XI. Travel trailers and motorhomes must have been constructed by a manufacturer, and 10 years or newer or classically restored. Travel trailers and motor home are allowed for a "one time" period of up to 6 months while primary residence is under construction.
- XII. The construction of fences on the property are allowed, but may not exceed more than six (6) feet in height and must be approved by the HOA and maintain architectural harmony within the railyard district.
- XIII. Any structure or building started must be completed, insofar as the exterior finish is concerned, within eight (8) months from the date of commencement of construction. Any and all construction must be approved by the HOA and maintain architectural harmony within the railyard district. "Barndos/barndominium" or any HOA interpreted version of "barndos/barndominium" are prohibited.
- XIV. Noisy animals such as dogs, cocks or other poultry, ctc., may not be kept, bred or maintained for commercial purposes, nor shall any animal be maintained which may be a nuisance or annoyance to adjoining land owners. No swine shall be kept on any tract at any time
- XV. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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- XVI. No individual sewage disposal system shall be permitted on any tract unless such system is located, constructed and equipped in accordance with the standards, requirements and approval from the city, county or state health authorities having jurisdiction. All outside toilets, privies or other types of pit toilets are expressly prohibited.
- XVII. No tract shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered sanitary containers.
- XVIII. No commercial construction equipment or motor vehicles or trailers of any type or size which transport chemicals, inflammatory or explosive cargo may be kept on any tract at any time. Equipment necessary during actual construction is excepted.
- XIX. No tract or street shall be used as a place to repair a motor vehicle, and no dismantled or junk vehicles shall be kept or parked on any tract or street at any time, nor shall motor vehicles be parked on any street overnight.
- XX. No drilling operations for oil, gas or other minerals shall be conducted on any tract on which a residential dwelling has been erected.
- XXI. No change in the drainage now existing shall be made without the express written consent of the present owners of the land
- XXII. After the purchase/closing of property/lot(s), Walden Drilling inc. and Robert Wyatt are released from any and all future liability. Should litigation arise for ANY reason, plaintiff will pay all attorney fees of the defendant. Should outcome be in favor of plaintiff, the maximum liability of Walden Drilling inc. and Robert Wyatt would be the original purchase price of said lot(s) for which Walden Drilling inc and Robert Wyatt would regain ownership of property in question. Purchasers are urged to do all due diligence before the closing or purchasing or property/lot(s)
- XXIII. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property out of the property described in Exhibit "A", whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot out of said tract shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of Twenty-Five (25) years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years unless, by a vote of a three-fourths majority of the then owners of the lots out of said tract (each lot having one vote), taken prior to the expiration of saidTwenty-Five

(25) year period and filed of record in said County, it is agreed to amend or release same.

The above is attested to by the legal owners of said property and indicated by the signature shown below:

Walden Drilling Inc., Brian Walden, president

Robert Wyatt, Owner

h day of September, 2022 in the state of TEXAS and Executed this

county of Llano

State of Texas County of Lland

Before me, a notary public on this day personally appeared <u>Walden Drilling Inc, Brian Walden, president and Robert Wyatt</u> known to me to be the person whose name is subscribed to the foregoing document and, being by first duly sworn, declared that the statements therein contained are true and correct

