

Restrictions

Property shall be used and occupied by the Owner of the Tract for single-family purposes only, and Tract shall not be used for any professional, business or commercial activity (including the sale of water) for which the general public is invited to the Tract.

1. A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and /or State of Texas Health Department and/or other governing body regulating wells and septic systems.

2. Buses, mobile homes, modular homes and/or manufactured homes shall not be used as a dwelling (permanent or temporary) on any Tract. Recreational vehicles or travel trailers may be used temporarily provided they are not visible from the Easement Road. All boats, tractors, golf carts and ATV's, motorcycles, and other similar types of vehicles may be stored on a Tract provided they are not visible to the public view.

3.. All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance. No chain link fence shall be permitted.

Setback Lines

1. Except for entrance and other gates, fences, roadways, wells, well houses, septic systems and buried or overhead electric, telephone and other buried or overhead utility lines or fiber optic cable, no improvement shall be stored, placed or erected nearer than a 100 feet from any boundary of Tract.

Until such time as Owner completes the construction of a perimeter fence designed to restrain livestock, Owner agrees that Declarant, Declarant's agents, lessees, or assigns, may graze livestock upon the Tract of Owner without compensation or lease payment to Owner. Each Owner and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agree to indemnify and hold harmless Declarant (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to, any injuries to any persons or any damages to any properties that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection with, the exercise by Declarant (or their tenants or assignees) of the right to graze livestock on an Owner's Tract, and/or the presence of livestock on an Owner's Tract. Upon completion of the construction of the required fence, all privileges to continue the grazing of livestock by Declarant, Declarant's agents, lessees, or assigns, shall terminate and immediately cease.

Declarant's right to graze livestock upon a tract, is subordinate to the rights of a

lienholder under a purchase money, mechanic's or home equity lien or any other security interest in a Tract.

4. The owner of a tract which has a boundary on the perimeter of the Subdivision (a boundary which abuts property other than a Subdivision Tract boundary) shall maintain the fence on the Tract's perimeter boundary in a manner which will restrain livestock.

5. There shall be no commercial feedlot operation or commercial breeding of animals or fowl on any Tract. Animals used for grazing a tract while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

6. Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on any Tract. Owners are to keep each Tract clean and neat in appearance and free of litter at all times.

7. Hunting blinds/stands/game feeders shall not be placed within 100 feet of the boundary.

8. No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to other Owners within the Property.

9. Oil/gas drilling, development or refining and mineral quarrying or mining operations of any kind are prohibited.