

FLYING S RANCH, AREA I, RESTRICTIONS

THE STATE OF TEXAS, |

COUNTY OF BURNET: |

3065

WHEREAS, FLYING S RANCH IS THE OWNER OF THAT CERTAIN TRACT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN THE FIELD NOTES HERETO ATTACHED, HEREINAFTER AT TIMES REFERRED TO AS "AREA I" AND DESIRES THAT THE DEVELOPMENT OF THE LAND THEREIN SERVE THE MAXIMUM BENEFIT AND PLEASURE OF THE VARIOUS OWNERS OF THE TRACTS TO BE CONVEYED OUT OF SAID AREA I,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Flying S Ranch, a limited partnership, acting herein by and through the undersigned General Partner, hereunto duly authorized, does hereby make and impose the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use of the tracts to be sold out of said lands in said Area I, the structures to be placed thereon and the development of the area in its entirety, which are expressly made covenants running with the land as follows, to-wit:

1. Residential Use: All tracts shall be used for or in conjunction with residential purposes only and no part of any tract shall ever be used for a business or commercial purpose or for carrying on a trade or profession.
2. Re-subdividing: No tract shall ever be divided or sub-divided into more than two lots or tracts and any tract resulting therefrom shall contain not less than one-half acre and shall front on a street or highway.
3. Single Family Dwellings Only: Only one single family dwelling shall be erected or placed on any one tract except, of course, the same person owning two adjacent tracts may combine them for building purposes.
4. Mobile Homes: No mobile homes will be permitted on any tract.
5. Permanent Homes: Except as provided immediately hereinbelow, all homes must be of new construction and containing a minimum of 1200 square feet of living area, exclusive of garage, carports and porches. A minimum of 75 % of the outside construction shall be of brick, stone or masonry.

If any owner desires to move a home onto said property, approval must first be obtained from Flying S Ranch in writing and any home moved in must comply with the same standards as to size and type of construction as provided in the first paragraph of this Paragraph 5. Notwithstanding any of the other terms and conditions hereof, any home moved upon the premises must be fully and finally completed within six months from the time it is first set on the tract in question.

6. Separate Structures: Any detached building, garage, carport, shed, barn or structure or addition to the residence must be of all new material and be of equal construction and architectural design as the residence. Any variation from this restriction must have written approval of Flying S Ranch.

7. Setback Requirements: Except for fences, no building or structures of any nature shall be located on any tract closer than 75' feet to any tract property line which abuts a street, it being understood that the boundary of such tract runs to the center line of said street which means that no such buildings or structures shall be located closer than 50' feet to the applicable right of way line of such street and same shall not be located closer than twenty feet to any side or back property line.

Variations from these requirements may be granted in individual cases where tract size or topography make these requirements impractical but any such variation must have the prior written approval of the Flying S Ranch.

8. Time for Completion: Any dwelling commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.

9. Driveways: All houses shall be constructed with a driveway of at least ten feet in width running from the street to the main dwelling, such driveway shall be constructed with at least as good materials and shall be maintained in at least as good a condition as the street adjacent to such tract, it being understood, of course, that such driveway may be constructed with concrete or asphaltic materials.

10. Temporary Structures: No trailer, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently.

11. Sewage: No residence shall be permitted in the area unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Burnet County Health Department. At such time, if ever, public sewage is available in the area and located on or adjacent to the property in question, it is understood that connection shall be made to such public sewage within 12 months after it becomes available.

12. Repair and Upkeep: All residences, barns, sheds, and other buildings and all fences must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

13. Drainage Structures: Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Such structures, where needed, are to be installed at the expense of the Buyer. Natural drainage shall not be disturbed without prior written approval of Flying S Ranch.

14. Storage of Trash and Weeds: No tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from the tract. Each tract shall be kept free and clean of weeds and tall grass such as will be in keeping with the other property and development at a particular time.

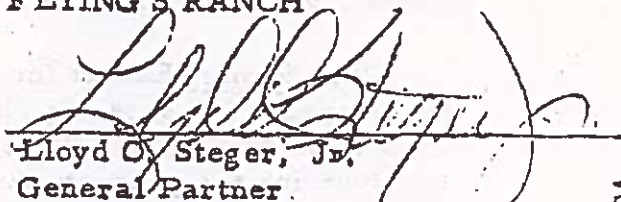
15. Parking: No parking of automobiles or any other type of vehicles shall be permitted within the right of way of any street or road at any time and all parking shall be "off street" parking.

27. Enforcement of Conditions and Restrictions: If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them, it shall be lawful for Flying S Ranch, or any person owning any interest in any of the tracts in said area, including a mortgage interest, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent or to correct such violation, and to recover damages or other relief for such violation. In addition, if a tract is not maintained in an orderly and clean condition, or is otherwise maintained in violation of these restrictions, Flying S Ranch reserves the right to enter upon and clean the tract or otherwise correct the violation of conditions if Buyer fails to do so within 10 days of written notice thereof, the cost to be paid in full by the tract owner. All expenses incurred by Seller for correcting property restriction violations shall be paid in full by Buyer or his assigns before a deed is delivered, or, at election of Flying S Ranch may be recovered in the proper court at law if such expense is not paid in full within 10 days of written demand, plus a reasonable attorney's fee where filing of suit is necessary.

28. Invalidation: If any of the foregoing covenants, conditions and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be effected thereby and they shall remain in full force and effect.

WITNESS ITS HAND this the 5th day of July, A. D. 1974.

FLYING S RANCH

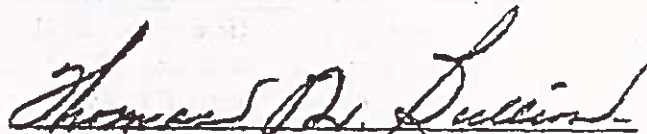

Lloyd O. Steger, Jr.
General Partner

THE STATE OF TEXAS,
COUNTY OF Williamson.

BEFORE ME, the undersigned authority, on this day personally appeared Lloyd O. Steger, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same as the act and deed of Flying S Ranch, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of August, A. D. 1974.




Notary Public in and for
Williamson County, Texas.

VOL 213 PAGE 835

16. Trucks and Construction Equipment: No tractor trailer type trucks or dump trucks or other similar large commercial type trucks or construction machinery or equipment or vehicles shall be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements on premises within the area.

17. Unused Cars: Cars or other vehicles may not be stored on any tract in the area nor shall any car or vehicle that is not in running condition and regularly used be allowed on any tract for more than one week. No repairing of motor vehicles shall be permitted on any tract.

18. Livestock and Pets: Livestock with the exception of hogs and specifically including, but not limited to, horses and cattle, and also poultry, may be raised, bred or kept on any tract. Dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. An FFA or club calf or similar project (other than pigs or hogs) may be kept on the premises so long as same is not offensive to neighbors and is kept in a pen consistent with other improvements on the property as specified herein.

19. Fences: All fences must be of new construction. While it is the desire that all fences running from the front of the dwelling be of wood or chain link construction, it is recognized that with respect to some of the larger tracts it would impose an economic burden and with approval of Flying S Ranch, a barbed wire fence may be permitted.

20. Signs: Except for one sign of not more than two square feet advertising the property for sale, no signs of any kind shall be displayed to the public view from any tract. However, signs used by a contractor or other builder to advertise the property during the course of construction and for a reasonable sales period thereafter, may be displayed on said tract.

21. Utility Easement: A utilities easement for public or private utility purposes including, but not limited to, water, gas, electricity and telephone be, and the same is hereby, reserved, imposed and granted over the front ten feet of each tract in the area.

22. Noxious Activity: No noxious or offensive activity shall be carried on or maintained on any tract in said area, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.

23. Firearms: Although the use of firearms in the area is not prohibited as such, no firearm shall be fired or discharged in such a manner so that the projectile from which shall leave the tract or premises of the owner on whose land such firearm is discharged.

24. Mail Boxes: All mail boxes shall be of a type and design and placed in a location approved by Flying S Ranch.

25. Amendments: At any time the owners of the legal title to 51% of the land area in such Area I as shown by the records of Burnet County, Texas, may amend these restrictions and the matters set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Burnet County, Texas.

26. Future Purchasers: Without regard to whether or not such are recited in conveyances or referred to in conveyances, these covenants, conditions and restrictions shall be deemed covenants running with the land and shall be binding upon Flying S Ranch, its successors or assigns, and all persons claiming under it or its successors or assigns, unless amended as herein provided for and filed of record in the Deed Records of Burnet County, Texas.