

HILL COUNTRY RANCHES

as shown by map or plat of said subdivision duly recorded in the Office of the County Clerk of Hays County, Texas, in Volume 1, Page 147-148 of Map & Plat Records of Hays County, Texas, reference to which is hereby made.

This conveyance is made subject to all restrictions, assessments, restrictive covenants, easements, and reservations of all rights, titles, and interests in and to the surface and subsurface minerals which are of record; and is also subject to the following assessments and reservations in favor of Grantor, its successors and assigns, and to the following covenants, conditions and restrictions adopted for the benefit of all persons who shall own property in HILL COUNTRY RANCHES, the subdivision above described, said covenants, conditions and restrictions to be binding upon and be observed by the Grantees herein, as well as Grantees, heirs, executors, administrators and assigns.

1. All tracts shall be used solely for residential purposes, except tracts designated for business purposes provided, however, no business shall be conducted on any of those tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration; and provided further that the Grantor expressly reserves the right until January 1, 1975, to vary the use of any property notwithstanding the restrictions embodied in this conveyance, should Grantor in its sole judgment deem it in the best interests of the property to grant such variances. The granting of any such variance by the Grantor shall be specifically stated in both the contract of sale and in the Grantor's deed conveying said tract or tracts.

2. Tracts designated as business may be used either for residential or business purposes provided, however, that if used for a business the nature and purpose of the business use shall first be approved in writing by Grantor, its successors, assigns or designees. No tract may be subdivided unless written approval is given by the Grantor, its assignees or designees.

3. No building other than a single family residence containing not less than 900 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential tract and no garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than six (6) months after laying foundations and no structure or house trailers of any kind may be moved on to the property. Servants quarters and guest houses may be constructed to the rear of permanent residence. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.

4. No improvements shall be erected or constructed on any tract nearer than 50 feet to the front property line nor nearer than 5 feet to the side property line, except that in the case of corner tracts, no improvements shall be erected or constructed within 10 feet of side property line adjacent to the streets.

5. No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by the Grantor or by such nominees or nominees as it may designate in writing.

6. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with paragraph 5 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the Grantor and the local Department of Health. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Grantor.

7. An assessment of \$20 annually per tract owner, (which may be paid semi-annually or annually), shall run against each tract in said property for the use and maintenance, and operating costs according to rules and regulations of Grantor. The decision of the Grantor, its nominees or consignees with respect to the use and expenditure of such funds shall be conclusive and the Grantees shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable to the Grantor in San Antonio, Texas, on the 1st day of June of each year commencing June 1, 1972, or to such other persons as Grantor may designate by instrument filed of record in the Office of the County Clerk of Hays County, Texas. In cases where one owner owns more than one (1) tract there will be only one (1) assessment for such owner. Provided, however, that if such an owner should sell one or more of his tracts to a party who theretofore did not own property, then said tract or tracts so transferred shall thereafter be subject to the lien provided herein.

8. No noxious, offensive, unlawful or immoral use shall be made of the premises.

9. No dogs or cats of any kind shall be raised, bred or kept on any tract, dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. All covenants and restrictions shall be binding upon the Grantees or their successors, heirs or assigns. Said covenants and restrictions are for the benefit of the entire property.

11. The Grantor reserves to itself, its successors and assigns an easement or right-of-way over a 5 foot strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereto, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utility as and when any public or private authority or utility company may desire to serve said tract with no obligation to Grantor to supply such services.

12. All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

13. All minerals in, on and under the above described property are excepted from this conveyance and are hereby reserved to Grantor.

14. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as Grantor in its best and sole judgment deems such storage to be in the best interest of the property.

15. These restrictions are to run with the land until June 1, 1995, provided, however, that the record owners of a majority of the tracts shall have the power through a duly recorded written instrument to extend this covenant for extensive ten (10) year periods from and after June 1, 1995.

16. Invalidation of any one of these covenants or restrictions by judgement of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantees and the heirs, successors and assigns of the Grantees forever. The Grantor hereby binds itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises subject to the reservations, easements, restrictions and covenants above referred to, unto the Grantees and unto the heirs, successors, assigns and legal representatives of the Grantees against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, LAKECROFT, INC., has caused this instrument to be signed by its President, attested by its Secretary, and the corporate seal to be hereunto affixed at San Antonio, Texas, this the 18th

day of November, A.D. 19 80.

LAKECROFT, INC.

By Thomas Burwell,
THOMAS BURWELL, President

ATTEST:

Jeanne Atkinson

Secretary

DEEDS
Hays County, Texas

EXHIBIT "A"

CORRECT COPY



LEE CARLISLE, County Clerk
Hays County