

## RESTRICTIONS

1. The property shall be used solely for residential and agricultural purposes and shall be limited to one (1) single-family residences.
2.
  - A. A single-family dwelling house containing no less than 1,800 square feet of combined living area and attached enclosed garage area, exclusive of porches, breezeways, carports, or basements may be erected on the property. Said dwelling shall contain a minimum of 1,400 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled. Detached garages are permitted provided setback requirements are complied with. No dwelling or outbuilding may be constructed within 75 feet of any tract boundary line and not within 150 feet of any easement or roadway.
  - B. Servant's quarters, one guest house, and outbuildings may be constructed on the property after the main dwelling has been built provided it is built the same way the main dwelling is constructed using new materials, has a minimum of 700 square feet of living space.

No short-term rental (rental agreement for less than 60 days) is allowed. This exclusion includes "bed and breakfast, VRBO, Airbnb, or other rental services. This exclusion also includes the use of any tent, yurt, or structures used to accommodate human living.
3. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to utilities including water, electrical and a solid waste disposal system all approved by the governing body controlling wells and solid waste disposal systems. The exterior of any building shall be completed no later than 8 months after laying the foundation of that respective building.
4. A dwelling house shall not be moved onto the property. All dwelling houses serving as a main residence shall be constructed and built onsite. Mobile, modular, premanufactured and/or industrial built homes shall not be used as a dwelling, nor stored on the property. The term dwelling house (for purposes set out in this paragraph) shall include servants' quarters and guest's house.

5. All dwelling houses shall have (1) masonry construction of brick, rock, stone or stucco veneer, or (2) log construction, either of which cover not less than 70% of the exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.
6. After completion of a permanent residence, tract owner may store their personal travel trailers, motor homes, or other recreational vehicles, so long as it is not used as a permanent dwelling and is not stored closer to the entrance boundary line of the residence. During the period of construction of a dwelling house, owners may camp in their recreational vehicles on the property for a period not exceeding 8 months. No overnight camping is allowed at any other time.
7. All boats, boat trailers, stock trailers, or trailers of any kind, and all vehicles having a load capacity of greater than one (1) ton, shall be parked on the property of the tract owner to the rear of the main dwelling, and shall not be parked between the entrance to the main dwelling and the entrance boundary line.
8. Re-subdivision of the property shall not be permitted without written recorded permission of LOGAN KETRON, his heirs, successors, or assigns. Any re-subdivision shall be approved by any governmental regulatory body exercising jurisdiction over subdivisions or re-subdivisions.
9. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on the property.
10. Swine or fowl of any nature shall not be kept on the property. Other livestock and pets shall be permitted provided said livestock are sheltered and kept within the boundaries of the property at all times, and they are not offensive to adjacent landowners by smell, sight, sounds or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals conducted thereon. Animals used for grazing said property which simultaneously raising young (i.e.: cow/calf operation) shall not be considered commercial breeding of animals.
11. Noxious or offensive activity shall not be permitted on the property, nor shall anything be done thereon which shall be an annoyance or nuisance to the subdivision. Owners are to keep their property clean and neat in appearance and free of litter at all

times, including the occasional mowing of grass and weeds. Disposal of any kind that would adversely affect the natural beauty and value of the property shall not be allowed. Garbage or refuse shall not be buried on the property.

12. Owners are required to build and maintain boundary fences along the boundary of the property to allow the owner to have agricultural use tax status. Any perimeter fences erected on any subdivided property shall be of new material and professional in appearance and completed in a good workmanlike manner regarding quality and appearance. All perimeter fences must be maintained sufficiently by the property owner, however a property owner may fence in a house and yard or other area and then may remove a boundary fence that is not a boundary fence that has enclosed the entire 17.97 acres the subject of these restrictions.
13. Hunting of animals and birds shall not be allowed on the property. No discharge of high-powered rifles is allowed on the property.
14. Mineral exploration of any type which will damage the surface shall not be permitted on any tract.
15. No sign of any kind shall be displayed to the public view on the property except one of not more than two square feet to identify the owner only, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All permitted signs shall be professional in appearance.

#### Amendment

The restrictions, protective covenants and conditions shall be binding upon an inure to the benefit of all parties and all persons claiming under the Owner, LOGAN KETRON until December 31, 2054, at which time said restrictions, protective covenants and conditions shall be automatically extended until such time as 65% of the then Owners of the property or tracts shall execute and instrument waiving or amending the restrictions, protective

covenants or conditions, each tract Owner having one vote per each Tract as developed. A Tract Owner shall be the record Owner of legal title as shown by the Real Property Records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract Owners.

Notwithstanding anything to the contrary, LOGAN KETRON, his heirs, successors and assigns shall have the right at any time, at his sole discretion and without any joinder or consent of any other party, to amend this Declaration of the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by LOGAN KETRON, his heirs, successors or assigns, in their sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas.

#### Partial Invalidity and Waiver

If any term or provisions of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this instrument or the application thereof shall not be affected thereby, nor shall any failure of LOGAN KETRON, his heirs, successors or

assigns to seek enforcement of any term or provisions constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

#### Enforcement

LOGAN KETRON, his heirs, successors and assigns and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in this property shall have the right to enforce, by any proceeding at law or in equity, all restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

#### Definitions

“Tract” or “Tracts” shall mean and be defined as a separate parcel which is subdivided out of the property and shall include any improvements from time to time constructed, erected, places, installed or located thereon.

“Owner” or “Owners” shall mean a person or persons, entity or entities, including LOGAN KETRON, his heirs, successors or assigns, holding a fee simple interest in any portion of the property.

“Person” or “Persons” shall mean any individual, individuals, entity or entities having a legal right to hold title to real property.