

ARTICLE IV

Covenants and Restrictions

In addition to all other covenants and restrictions provided in or by this Declaration, the Properties shall be, unless otherwise expressly exempt therefrom in this Declaration, subject to the following covenants and restrictions running with the land which shall be binding on all parties having any right, title or interest in the Properties, or any part thereof, their heirs, representatives, successors or assigns, to-wit:

Section 1. No mobile home or house trailer shall be placed or maintained on the Properties following the expiration of twelve (12) months after the date of purchase by Owner of Owner's Tract except that any mobile home or house trailer owned by the contractor may be maintained on any Tract by such contractor only during the period of construction. Ready-built or modular homes or similar prefabricated structures may be placed on or maintained on the Properties for permanent or temporary use only if they meet the approval of the Architectural Control Committee in the manner provided in Section 3 hereinbelow. The foregoing restrictions shall not prevent the use or storage of a trailer-camper, pick-up camper, or other recreational vehicle with interior sleeping accommodations, or tents, on a temporary basis provided, however, the location of any such permissible campers or recreational vehicles, when not in actual use, may be determined by the Architectural Control Committee in the event such Committee should determine that the location of such campers and recreational vehicles for storage purposes is inconsistent with the general requirements set forth in, or to be determined for, Section 3 below. Any dispute or question as to what constitutes a mobile home,

house trailer, ready-built home, modular home, recreational vehicle, tent, or structures similar thereto, shall be resolved conclusively by the determination of such Committee. Nothing herein, however, shall constitute a waiver of the restriction described in Article III, Section 2, above concerning the U. S. Government's flood easement and limitations thereof.

Section 2. All buildings and structures of whatever nature, except for fences, must be set back at least thirty (30) feet from all roads or streets and at least thirty (30) feet from any Tract owned by another Owner provided, however, that an Owner may build or locate a building or structure less than thirty (30) feet from any Tract owned by another Owner if the Owner secures the prior written consent of the Architectural Control Committee.

Section 3. No buildings or improvements, including, but not limited to, residential buildings, garages, carports, barns, sheds, patios, sleeping porches, fences or walls, bar-b-que pits, pump or other storage houses, boating or swimming docks, swimming pools, or other facilities of whatever nature, whether permanent or temporary, shall be constructed or moved on until the construction plans and specifications, including exterior color or material, and a plat showing the location of the proposed structure have been approved by the architectural control committee, as hereinafter designated, as to quality of workmanship and materials, harmony of external design with existing structures on the property and with the natural surroundings, and as to location with respect to the topography, the finish grade of elevation, and the preservation or enhancement of the river banks, channels and natural shade trees.

Section 4. No noxious or offensive activity shall be conducted upon the Properties, nor shall anything be done thereon which may become an annoyance or nuisance to any Owner.

Section 5. All electrical wiring and all plumbing installations in any building or structure shall be installed in a good and workmanlike manner and in compliance with all applicable rules and regulations of the Texas Department of Health or other regulatory authority.

Section 6. All residences shall be connected to either a city sewer system, if available, or a permanent septic tank system for sewage disposal. Each septic tank system shall comply with the minimum standards required or recommended by the State of Texas or Tom Green County, or any regulatory authority of either the state or the county, whichever standards are the more stringent.

Section 7. No abandoned or inoperative motor vehicle or other machinery shall be placed, or permitted to remain, on the Properties. No part of the Properties shall be used or maintained as a dumping or storage ground for junk, rubbish, trash, garbage or other waste material, and no such items or material shall be kept or permitted on the Properties except temporarily in containers adequate for that purpose. All such containers or receptacles shall be placed either indoors or in an area screened by natural vegetation or terrain or artificial structure so that it is not visible from the roads or streets or from the neighboring Tracts. Every Owner shall be responsible for keeping his Tract in a reasonably clean condition.

Section 8. No use shall be made at any time of any boat propelled or driven by a gasoline motor on Dove Creek at or upstream from the first dam located on Dove Creek

upstream from the conservation pool of the Twin Buttes Reservoir. For this purpose, it is expressly agreed and understood that Owner will not use or permit the use of any such boat propelled or driven by a gasoline motor on the waters at and upstream from said dam by means of ingress or egress to or from Owner's Tract to or from such water notwithstanding that such water may by law be a public or navigable stream and therefore available for public use.

Section 9. No Tract shall be subdivided in tracts of less than five (5) acres.

Section 10. No multiple-family dwelling shall be constructed on any Tract. Single-family dwellings only may be constructed on a Tract, but not more than one single-family dwelling may be constructed on a Tract or a subdivided Tract.

Section 11. No quarrying or mining operations of any kind or character shall be conducted on or under any Tract subsequent to the sale of any such Tract from the Developer to a buyer either by Contract for Deed, deed, or otherwise. Likewise, the Owner shall not grant an easement for, nor permit the use of his Tract for, the ingress and egress for any such quarrying or mining whether conducted on or off such Owner's tract and whether with or without a valuable consideration therefor provided, however, that nothing herein shall be construed to refute the oil, gas and other mineral interest and related rights described in Article III, Section 3, above. The Developer, however, may make reasonable use of any Tract prior to sale thereof for purposes of furnishing caliche, rock or similar building material for the construction of roads, docks and other improvements for the general benefit of the Properties.

Section 12. All Tracts must be used only for residential or recreational purposes except as explicitly described in Section 14 below.

Section 13. No Tract shall be used for any kind or character of business or commercial purpose except as explicitly described in Section 14 below.

Section 14. No swine shall be permitted on the Properties. Household pets and domestic animals or livestock may be permitted on the Properties provided, however, that nothing herein shall be construed to permit the business or commercial use thereof other than explicitly stated hereinbelow or to permit an annoyance or nuisance to any Owner. Any and all such pets or domestic animals or livestock must be confined at all times to the Tract of Owner by fence or otherwise. As an exception to Sections 12 and 13 above, however, the following uses of the Properties shall be permitted:

(a) Owner may have and use on the Tract domestic livestock not to exceed the stocking rate of one head of livestock per two and one-half (2 1/2) acres regardless of the size of such livestock. Acreage of less than two and one-half (2 1/2) acres shall not in any event be counted in determining the amount of livestock permitted. Colts, calves, lambs, kids and the young of any other domestic livestock of less than one year of age born and raised on the Tract shall not be included in determining the foregoing limitation. Under no circumstance shall a buffalo, or any animal with buffalo blood, be considered a domestic animal. Any Owner may sell, trade or otherwise dispose of such livestock, whether mature or young, provided that Owner does not regularly engage in the trading of such livestock located on the Tract. As an exception to the foregoing, a stallion shall not be permitted on the Tract.

(b) Owner may conduct on the Tract the planting, growing, cultivating and harvesting of any agricultural crop

grown or produced from the soil, whether on the ground or enclosed, provided, however, that no operational activities in connection therewith shall be conducted during darkness, no aerial application shall be conducted thereon, no retail sales shall be conducted thereon, and no operation shall be conducted thereon under conditions of wind and dryness that would cause dust to be carried to any adjoining Tract.

(c) Owner may conduct on the Tract any work of art, crafts, journalism, or other personal fabrication, design or construction provided that no third-party employees are required on the Tract in connection with such work and no retail sales are conducted on the Tract.

(d) The Association or Developer may make such commercial use of the Common Properties, and the Owners may make such use of the Tracts adjoining the San Angelo to Knickerbocker and the Tankersley to Knickerbocker Highways, as the Architectural Control Committee shall determine from time to time.

Section 15. These covenants and restrictions shall be effective for a term of thirty years from date of recording during which time they may be amended, altered or revised by an instrument signed by Owners of not less than eighty per cent (80%) of the Tracts and duly recorded. Following such thirty year period, all such covenants and restrictions shall be automatically extended for successive periods of ten years unless otherwise amended, altered or revised by an instrument signed by Owners of not less than seventy-five percent (75%) of the Tracts and duly recorded.