

PROTECTIVE RESTRICTIONS

RANCHCREST, PHASE THREE,

A Subdivision of

MCLENNAN COUNTY

THE STATE OF TEXAS

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COUNTY OF MCLENNAN

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KNOW ALL MEN BY THESE PRESENTS:

THAT Ranchcrest Development, Ltd., a Texas Limited Partnership, being the owner of Ranchcrest, Phase Three (3), a Subdivision in McLennan County, Texas, according to the plat recorded in Volume 466, Page 680 of the Official Public Records of McLennan County, Texas, does hereby declare such property to be bound by the hereinafter set out building restrictions, reservations, covenants, and easements, and agree that no lot or lots shall be sold therefrom unless bound by same, and bind all purchasers and subsequent owners of any lot or lots therein to comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of fifteen (15) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect. Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. Land Use: Except as herein noted, no lot shall be used for anything other than single family residential purposes. No business or other nonresidential activity shall be conducted on any lot. No intoxicating beverages of any nature shall be sold on any lot or portion thereof.

2. Signs: No sign of any kind shall be displayed, erected, or maintained on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales, or signs used by Ranchcrest Development, Ltd. in connection with the development of the Ranchcrest subdivision.

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3. Animals: No animals, livestock, or poultry of any kind shall be bred, raised, or kept on any lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Except as hereafter limited, horses may be kept on lots having acreage of 4.0 acres or more provided that they are not kept, bred or maintained for a commercial purpose. Barns must be built no closer than 150 feet to adjoining property lines.

4. Hunting, Fishing and Lake Usage: No hunting shall be permitted within the subdivision. No owner of any lot shall have any right to the use or enjoyment of any lake, pond or other waterway located on or near the subdivision or otherwise owned by Ranchcrest Development, Ltd., unless such lake, pond or waterway is actually located on said owner's lot.

5. Legal Use: No premises or any part thereof shall be used for illegal or immoral purposes.

6. Types of Structures: No structure shall be erected on any lot other than (i) one detached single family dwelling not to exceed two stories in height, (ii) one detached or attached garage, and (iii) outbuildings such as guest quarters, greenhouses and/or barns or the like as are first approved in writing by the Architectural Control Committee. The Architectural Control Committee may prohibit the construction of any garage or outbuilding on any lot until the primary dwelling has been constructed or is under construction.

7. Other Buildings: No house trailer, truck body, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, nor shall any residence of any temporary character be permitted.

8. Impermissible Residences: No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected hereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements; and at completion of construction, the temporary building must be removed immediately. No such temporary building or construction shall be used for a residential purpose during construction. All buildings constructed upon lots shall be completed within a reasonable time.

9. Garages and Guests' Quarters: No garage apartments and detached garages of more than one story shall be permitted within the subdivision. Living quarters on a lot for other than the family occupying the principal residence may be used only for bona fide servants or relatives of the family occupying the principal residence, and such living quarters shall be within or attached to the main residence or may be attached to a detached garage if on the ground level. Any living quarters attached to the main residence shall be attached to the rear of same.

10. On Site Sewage Facilities: Until such time as sewer and sanitary service from the City of Lorena is available at the subdivision, on site sewage facilities shall be

allowed in the subdivision. Any facilities installed on any lot shall be permitted, designed and approved in accordance with the Texas Natural Resource Conservation Commission (T.N.R.C.C.) regulations as administered by the McLennan County Public Health District, and shall be first approved by the Architectural Control Committee.

11. Approval by Architectural Control Committee: No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after the original construction, on any lot until construction plans and specifications and plans showing the location, nature and type of the structure have been submitted to and approved in writing by the Architectural Control Committee as hereinafter constituted. Such approval shall include exterior design, type and quality of materials to be used, colors to be applied to the exterior of the structure, and location with respect to topography and finished grade elevations.

12. Division of Lots: No lot as shown upon the plat shall be further divided or decreased in size unless first approved in writing by the Architectural Control Committee.

13. Old Buildings and Used Material: No structure shall be moved onto any lot and no used lumber shall be used in the construction of a dwelling on any lot.

14. Direction of Dwelling and Setbacks: All improvements shall be constructed on the lot so as to front upon the street which such lot faces and no improvements including any building or part thereof, eaves, cornices, or overhangs shall extend beyond the minimum building set back line at the front of the lot. The Architectural Control Committee shall reserve the right to designate the direction in which improvements on any corner lot shall face, and the decision shall be made bearing in mind the best general appearance of that immediate section. Dwellings on corner lots shall have presentable frontage on all streets that particular lot faces.

15. Motor Vehicles: No automobile, trucks, campers, vans, travel trailers, boat or any recreational or utility-type vehicle shall be permitted to be parked on the street of the subdivision overnight. This shall not prohibit such truck, van, camper, travel trailer, boat or any other recreational or utility-type vehicle from being parked in a closed garage, carport or rear yard area. No automobile or other vehicle, or any van, camper, travel trailer, boat or other recreational or utility-type vehicle shall be stored or parked on any street or lot in the subdivision while it is being repaired or for any other purposes unless the same is parked or stored in a closed garage.

16. Antennae: No television or radio antennae, disc satellites or the like shall be erected or maintained at the front of any dwelling. The size and location of any such antennae, disc satellites or the like on any lot shall be first approved in writing by the Architectural Control Committee. No radio, aerial wires, nor guy wires for antennae shall be maintained on any portion of a lot forward of the front building line of said lot.

17. Front Yards: The area of the lot at the front of a dwelling shall be maintained so as to be an esthetical asset to the dwelling. This area, known as the front yard, extending the full width of the dwelling and between the dwelling and the street, shall not be used for vegetable gardening, nursery, or any other purpose other than as a maintained grass lawn with shrubbery, ornamental trees, and flowers as normally constitute the base planting and landscaping of a dwelling.

18. Maintenance of Lots: No owner of any lot, either vacant or improved, shall be permitted to let such lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of twelve (12) inches in height.

19. Easements: The use of easements as may be shown on the plat is granted to any governing entity and the various utility companies franchised by said municipality for the purposes of drainage; the location of water, electrical and telephone lines and conduits, and the maintenance thereof.

20. Other improvements: No private water wells or water systems shall be permitted, except that a water well is permitted on lots with four (4) acres or more for the purpose of providing water for horses. No swimming pool shall be permitted at the front of any dwelling. No fence or wall shall be constructed exceeding six and one-half (6-1/2) feet in height along any rear lot line or side lot line. All fences shall be behind both the front building setback line and the front of any dwelling. No fence or wall shall be constructed or erected without Architectural Control Committee approval as to its material, appearance and location. No outbuilding shall exceed in height the dwelling to which it is appurtenant. Every outbuilding except a greenhouse, barn or other shed shall correspond in style and architecture to the dwelling to which it is appurtenant, unless otherwise permitted by the Architectural Control Committee.

21. Storage of Materials: No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the pavement or property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets, or easements. All such material, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

22. Mining: No quarrying or mining operations or mineral extractions of any kind shall be permitted upon or in any lot, nor shall any type of wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for drilling shall be erected, maintained or permitted on any lot.

23. Garbage Cans: No garbage cans or refuse containers shall be placed or permitted to remain at the front of a dwelling either within the street or upon the lot except upon those days scheduled for garbage and refuse collection by a municipality or a privately contracted collector. Sub-surface garbage containers shall be permitted if first approved in writing by the Architectural Control Committee.

24. Dumping: No lot 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.

25. Garages and Driveways: Every dwelling shall have either an attached or detached garage or carport and a driveway surfaced with either concrete or brick, and said garage or carport shall not front a street but shall enter from the side or rear side of the house, unless otherwise approved by the Architectural Review Committee. The Architectural Control Committee must approve any other surfacing material. The access road for Lot 32, Block B may be constructed of asphalt paving.

26. Building Setback Lines: No dwelling or outbuilding on a lot shall be closer to the front lot line than twenty-five (25) feet. On interior lots no dwelling or out-building shall be closer than twenty (20) feet to a side lot line. On corner lots no dwelling or outbuilding shall be closer than twenty-five (25) feet to the street forming the side lot line of the lot. No dwelling shall be closer than twenty (20) feet to the rear lot line. However, a fence, wall, hedge or shrubbery may be constructed or planted on or near to any side or rear lot line, provided only that no such fence, wall, hedge or shrubbery more than two (2) feet in height may be constructed or planted on or along a lot line in the area between any street and a point on such lot line twenty-five (25) feet from the curb line of said street without the prior written approval of the Architectural Review Committee. Notwithstanding the foregoing, no fence, wall, hedge or shrubbery that obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended without the written approval of the Architectural Review Committee. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of intersections unless the foliage on such tree within such area shall be kept trimmed to a sufficient height to prevent obstruction of vision of oncoming traffic and meet the sight-line requirements set forth above. The right shall be reserved by the Architectural Control Committee to increase the setback restrictions in case of unusual or irregular shaped lots where same shall seem to be required for the best appearance of the immediate section.

27. Size of Dwellings: The minimum enclosed floor areas, exclusive of garages, porches, and guests quarters, permitted within this subdivision for detached single family dwellings, shall be two thousand (2,000) square feet.

28. Exterior Material: All structures on any lot located within the subdivision must have not less than seventy (70%) percent of the area of their exterior walls covered with brick, masonry (masonry is not to be construed as including unpainted concrete block or common clay tile), Austin stone or similar material, except for where the use of wood or glass will produce an equal or better appearance, which variations shall be at the sole discretion of the Architectural Control Committee. The Architectural Review Committee must approve houses constructed with exterior walls with less than seventy (70%) percent brick, masonry, Austin stone or similar material. All dwellings shall have roofs constructed of tile, metal or materials similar in appearance to wood shingles or a minimum of #240 composition shingle or such other roofing material as first approved by the Architectural Control Committee. Roof colors shall be white or earth tones.

29. Architectural Control Committee: The Architectural Control Committee (sometimes herein called the "Committee") is and shall be Bill Beazley, Billy Davis, Bob Beazley and Walt Keeler. At any time after nineteen (19) lots have residences constructed thereon and are occupied by homeowners, at the request of said homeowners, the Committee will be expanded to include up to three current homeowners. Other than the initial four members of the Committee, all members must be owners of lots within the subdivision. The Committee shall always have at least three (3) members. Decisions of the Committee shall be determined by a majority vote. The Committee and its successors shall continue in force during the effective period of these restrictions. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee or its representative shall have failed to approve or disapprove any design or location within thirty (30) days after plans and specifications have been submitted to it, or in any event, if after submission of said plans and specifications no suit to enjoin the erection of such building or the making of such alterations shall have been commenced prior to completion thereof, such approval shall not be required and these shall be deemed to have been fully complied with. In the event of the death of any member of the Committee, the personal representative of said deceased member shall replace said deceased member on the Committee. In the event of the resignation of any member of the Committee, the remaining members shall be entitled to designate and appoint an individual to replace said resigning member. In the event of the death or resignation of any member of said Committee, the remaining member or members, until a successor is appointed, shall have full authority to take any and all action required or permitted by the Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Committee shall be liable to any lot owner or any other party for any action or failure to act with respect to these restrictions, to include without limitation, the failure to enforce any of these restrictions, it being understood that any lot owner shall have the right and power to enforce any and all of the restrictions and covenants contained herein.

WITNESS ITS HAND this 16th day of June, 1999

Ranchcrest Development, Ltd.

By: Ranchcrest, Inc., General Partner

By: Walter D. Keeler
Walter D. Keeler, President

THE STATE OF TEXAS

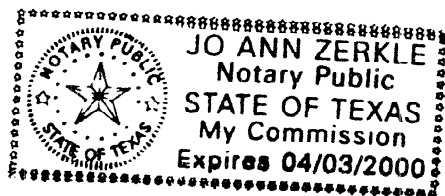
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COUNTY OF MCLENNAN

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This instrument was acknowledged before me on the 16th day of June, 1999,
by Walter D. Keeler, President, of Ranchcrest Development Ltd., a Texas Limited
Partnership, on behalf of said corporation.



Jo Ann Zerkle
Notary Public in and for
The State of Texas