

RESTRICTIONS

THE STATE OF TEXAS ↓
COUNTY OF CORYELL ↓

KNOW ALL MEN BY THESE PRESENTS:

* 4550

That PLUM CREEK RANCH JOINT VENTURE, hereinafter referred to as Owner, is the owner of the following property:

PLUM CREEK RANCH, a subdivision in Coryell County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 12, of the Coryell County Deed Records;

and such Owner desires to adopt a plan for the development of subject property which will be binding upon it, and its successors and assigns in title to the land in said subdivision;

NOW, THEREFORE, for and in consideration of the mutual benefits to the Owner and future Owners of the above described property, hereinafter referred to as "Property" or "Tract", Owner does hereby make Property subject to the following Restrictive Covenants, hereinafter referred to as "Restrictions", to-wit:

(A) No part of Property shall be used except for residential purposes, and no commercial enterprise of any kind or character shall be carried on upon any part of said Property.

(B) No building shall be erected, altered, placed or permitted to remain on any Tract other than two single family residences. For purposes of these Restrictions, single family residences shall also include mobile homes and manufactured homes. Detached garages, workshops, and barns may be constructed on said Property so long as they are of new construction, kept in good repair and not used for residential purposes. All mobile or manufactured homes must contain 720 square feet of living area, be manufactured within 5 years of the date they are placed on said Property, be completely underpinned with rock or new material in a neat, good and workmanlike manner and have attached patio or porch cover of no less than 360 square feet, to be installed within 30 days from the date the home is placed on said Property. All other dwellings must have at least 720 square feet in living area. Any other home to be moved onto said Property will be at the sole discretion and with written approval of the Owner.

(C) No building of any kind shall be located on any Tract nearer than 25 feet to any side or back boundary line, established easement or located nearer than 100 feet to any public road; provided, however, as to any Tract, Owner may waive or alter any such set-back line if, in the exercise of Owner's sole discretion, such waiver or alteration is necessary to permit effective utilization of any Tract. Any such waiver or alteration must be in writing and recorded in the Deed Records of Coryell County, Texas. All dwellings placed on Property must be equipped with septic tanks or other sewage systems meeting all applicable laws, rules, regulations, standards and specifications, and all such dwellings must be served with water and electricity prior to being occupied.

(D) In the event any livestock is kept on Property, not more than one head of livestock per acre shall be kept on any Tract, provided however, that no hogs or pigs may be kept on any part of said Property and any Tract containing livestock must be fenced. No poultry shall be kept or raised on Property except for personal use of the owner.

(E) The term "Tract" as used herein shall mean a tract as shown on the recorded plat; any such tract may be resubdivided into two or more smaller tracts after September 1, 1988, with payment in full of any deferred purchase price to PLUM CREEK RANCH JOINT VENTURE, or its assigns, provided however, that for the purpose of financing the construction of a home, a purchase contract holder may obtain a deed to a portion of the land upon payment of such sum on the principal of the account as may be required, and for those purchasers transactions handled on the basis of a note and deed of trust, such purchaser may obtain a partial release of the deed of trust. From and after such date, the term "Tract" shall mean any tracts resulting from any such resubdivision. Nothing herein shall be construed to affect the duration of these restrictions. Plum Creek RANCH JOINT VENTURE reserves the right to resubdivide, redesignate or combine any tracts at any time.

(F) No inoperable vehicles or machinery, or vehicles or machinery on blocks, shall be left on any Tract for more than ten (10) consecutive days.

(G) Owner has no obligation to maintain roads shown on the plat of said subdivision. All driveways off public roads to a Tract shall be constructed and installed so as not to obstruct drainage or flow of water. The owner of the Tract being served by the driveway will install appropriate culverts or drainage pipes under the driveway as required by the Coryell County Commissioner for the precinct in which the Property is located.

(H) Dams may be built on creeks or natural waterways only if:

- (1) Written permission is obtained from owners of land adjacent to such waterways on both sides;
- (2) Such dam will not be built so as to back water up on or inundate the land of another owner, unless a written easement is obtained from such other owner;
- (3) Such dam will not cause the flooding of any roadway; and
- (4) Any and all necessary governmental permits are obtained.

(I) No noxious or offensive activities shall be carried on upon any Tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(J) No Tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste and same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be located to the back of all Tracts and shall be kept in a clean and sanitary condition at all times.

(K) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Tract and all improvements in it shall be maintained continuously by the owner of the Tract, except for those improvements for which a public authority or utility company is responsible.

(L) No building or structure upon any Tract shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and adequately painted or otherwise finished.

(M) These Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years. After such time said Restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of said Tracts has been recorded, changing said Restrictions in whole or part.

(N) Enforcement shall be by proceeding in law or in equity, against any person or person violating or attempting to violate any Restrictions, either to restrain violation or to recover damages.

(O) Invalidation of any one of these Restrictions by judgement or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

(P) These Restrictions may be amended by written amendment executed by the owners of at least .6667% of the owners of Tracts in the subdivision.

DATED this the 19th day of September 1985,

PLUM CREEK RANCH JOINT VENTURE

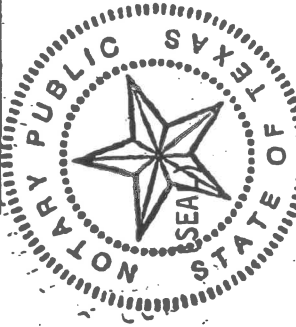
BY: Bill Gray
GO Development, Inc. Managing Venturer
Bill Gray, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS |
THE COUNTY OF TRAVIS |

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Bill Gray, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 19th day of September, 1985



Wm. D. Haffelder
Notary Public in and for the State of Texas

My Commission Expires:
COMMISSION
EXPIRES 08-17-88

Wm. D. Haffelder
(Printed Name of Notary)

FILED
AT 2:20 O'CLOCK P. M.
SEP 20 1985

L. D. Shepherd
COUNTY CLERK, CORYELL COUNTY, TEXAS

Filed for Record September 20, 1985 at 2:20 o'clock P M
Recorded September 23, 1985 at 11:03 o'clock A M.
Tribble Shepherd
County Clerk, Coryell County, Texas By L. D. Shepherd Deputy
Ella Hollingworth