

AND WHEREAS, certain restrictions on the above described property will serve to the best interest to potential purchasers:

NOW THEREFORE, WE, ROARING SPRINGS RANCH hereby impose, make and publish the following limitations and restrictions, which are to apply to and become a part of all contracts of sale, contracts for deed, deeds and other legal instruments whereby title or possession is divested out of the present owner and vested in other persons, person, or legal entities, to all of which I bind myself as fee owner of the above described property. All of the limitations and restrictions contained herein shall extend to and include the heirs, assigns, devisees, lessees and holders of every kind of and under all who may purchase, acquire or possess real property in the SAID ROARING SPRINGS RANCH. There is excepted from these restrictions two tracts of land fronting on State Highway 337 as shown on the plat of ROARING SPRINGS RANCH. The limitations and restrictions are:

1. No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, if desired, shall be erected, placed or permitted on the premises or any part thereof, and such dwelling house permitted on the premises shall be used as a private residence only. Storage barns used in connection with livestock productions and or horse stalls and pens are considered necessary outbuildings and are allowed, but must be insurable.

2. No manufacturing or commercial enterprise or enterprises of any kind for profit except ranching shall be maintained on, in front of, or in connection with SAID ROARING SPRINGS RANCH nor shall such property in any way be used for other than strictly residential or ranching purposes (only one resident per tract), except as herein provided.

3. There will be allowed no encroachment, including fences, mail boxes, etc. upon the easements reserved for roadways as shown by the plat, identifying this property, filed or to be filed for public record in the records of Real County, Texas.

4. Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of underground cables, lines poles, wires, down guys and fixtures for electric lines and or telephone lines, gas lines, water lines and to trim any trees or brush, which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right to ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any owners side and rear property lines in case of fractions acreage tracts.

It is understood and agreed that it shall not be considered a violation of line provisions of this easement if wires or cables carried by such pole lines pass over some portions of said tracts not within the ten (10) foot wide strip as long as such lines do not prevent the construction of buildings on any tracts in this development.

5. No car, bus, tent, garage, barn or other outbuilding located within SAID ROARING SPRINGS RANCH shall be used at any time as a permanent residence.

~~6. The ground floor area of any permitted residence, exclusive of one-story open porches and garages, shall be not less than 600 square feet. All mobile homes must be at least 12' X 40' and must be skirted and permanently tied down.~~

7. No operation of a commercial feed lot for livestock shall be conducted on the herein described property. This does not include domestic or household pets or animals for personal enjoyment or to provide food for personal use of the owner. All animals must be kept on the premises and not allowed to roam outside of their owner's property.

~~8. No noisy or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No motorcycles or other motor-driven vehicular track or course shall be permitted upon any lot or combination of lots.~~

~~9. No lot or tract shall be used to store junk, junk vehicles or as an automobile wrecking yard. No vehicle without current registration or which is not in running condition shall be kept or left on any lot or tract except farm and construction equipment which is not required to be registered. Such farm and construction equipment must be in running condition.~~

10. Each lot owner shall provide for a sanitary sewerage disposal system complying with the requirements of and approved by the Public Health Department for the State of Texas and or the County of Real. No outhouses or privies will be allowed. No septic tank or related drain field shall be built within 150 feet of the river or creek. No waste drainage of any kind into the river or creek bed will be allowed.

11. These restrictions shall be binding upon the parties hereto and all parties claiming by, through or under them and upon all owners of property in SAID ROARING SPRINGS RANCH. Any of the parties hereto or their assigns shall have the right to enforce the observance of such restrictions. In event a tract becomes so unsightly with debris or other offensive items the owner of property adjoining such tract, acting jointly with the developer of the ROARING SPRINGS RANCH, shall have the right to request the offending owner to clean up his property and if he fails to do so within forty-five (45) days from the date of such notification, the parties giving notice shall have the right to clean the premises and charge the owner with the cost thereof. Such expense, if not voluntarily paid by the owner may be added to the balance, if any, owing on the purchase price of his tract or suit may be filed thereon.

12. No hunting will be permitted on the ROARING SPRINGS RANCH.

13. No fishing will be permitted up stream from the west end of the large lake known as "Fishermans Haven".

14. NO FISHING WILL BE PERMITTED WITH TROT LINES, throw-lines or nets. Only hand operated fishing gear may be used for fishing.

15. The "Camp House" located in the Park Area may be reserved for a maximum period of seven (7) days.

16. Each one is responsible for cleaning their own park and/or camping area after using.

17. Park area is for the enjoyment of all land owners and their guests. The owner of each platted tract in ROARING SPRINGS RANCH, shall have one vote in the Roaring Springs Ranch Association to be formed by the land owners. Rules and regulations will be governed by the Roaring Springs Park Association.

18. All guests coming on the property must be in residence on the property and have written permission of the owner in his possession or be accompanied by the owner or a member of the immediate family of the owner.

19A. The owners of each platted tract in ROARING SPRINGS RANCH, may take water from springs, creek, and lakes in the park area for residential purposes. All pipes must be underground and located in easements set out in the restrictions and all construction shall be at land owners expense and property within easements must be returned to normal after such construction by the party construction such water lines and at the expense of the constructing land owner.

19B. 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-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to abolish or amend said covenants in whole or in part.

19. It shall be lawful, not only for the said grantor, his heirs and assigns, but also for the owner or owners of any lot or lots within the SAID ROARING SPRINGS RANCH who have derived or who shall hereafter derive title from or through the grantor to institute and prosecute any proceedings at law or in equity, for damages, specific performance or for injunction, against the person or persons violating or threatening to violate these covenants.

20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

WITNESS MY HAND \_\_\_\_\_ DATE \_\_\_\_\_