

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HORNE-ESCUE J.V. LANIER RANCH

THE STATE OF TEXAS >
> KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HAYS >

THAT, WHEREAS, HORNE-ESCUE J.V., a Texas partnership, (the "Declarant"), is the owner of certain real property located in Hays County, Texas and recorded in Vol. 5, Page 270 in the plat records of Hays County, Texas (the "Property"), as defined in Article I below, which Declarant proposes to develop and subdivide for residential purposes; and

WHEREAS, Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens and charges set forth below; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future Owners of the Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

that it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof; and that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have meanings hereinafter specified:

1.01 Architectural Committee. "Architectural Committee" will mean the committee created pursuant to this Declaration to review and approve plans for construction of Improvements upon the Property.

1.02 Declarant. "Declarant" shall mean Horne-Escue J.V., a Texas partnership, its duly authorized representatives or their respective successors or assigns.

1.02 Improvement. "Improvement" shall mean every structure and all appurtenances thereof every type and kind, including but not limited to, buildings, storage sheds/buildings, garages, well buildings, fences, retaining walls, signs, tanks, etc.

1.03 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all the Improvements located thereon.

1.04 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property.

1.05 Property. "Property" shall mean the real property which is subject to the terms of this Declaration.

ARTICLE II
GENERAL RESTRICTIONS

All of the real property which is subject to the terms of these restrictive covenants described as Tract 2B of the replat of Tract 2, Lanier Ranch Addition, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

- 2.01 Antennae. No satellite dish receiver larger than 18 inches shall be erected or maintained for any purpose without the prior written approval of the Architectural Committee.
- 2.02 Subdividing. No Lot shall be further divided or subdivided nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof.
- 2.03 Signs. No signs of any character shall be allowed on any Lot except one conservative address sign for the customary lot identification purpose. The Declarant and any other person or entity engaged in the construction and/or sale of a residence within the subdivision shall have the right, during the period of development, construction, and sale of houses in the subdivision, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, sales offices, storage areas, and model units. Each Lot may have one "for sale" sign of less than (4) four square feet in size.
- 2.04 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise therefrom so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.
- 2.05 Noise. No exterior speakers, horns, whistles, bells, or other sound devises (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property.
- 2.06 Construction Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.
- 2.07 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.
- 2.08 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

2.09 Hazardous Activities. Hazardous conduct on the Property is prohibited. No firearms or fireworks shall be discharged upon the Property.

2.10 Temporary Structures. No tent, shack or other temporary building, Improvement or structure shall be placed upon the Property, without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for temporary housing, storage of tools and equipment, and for office space for builders or job foremen during actual construction.

2.11 Fences. No fence, of any sort, shall be constructed on any lot without the prior written approval of the Architectural Committee. In order to obtain such approval, complete plans and specifications for any proposed fence must be submitted to and approved in writing by the Architectural Committee. Said Architectural Committee, in its discretion, may prohibit construction of any fence, or specify the materials of which any fence must be constructed.

2.12 Animals. No animals, including pigs, poultry, fowl, wild animals, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, with the exception of a maximum of (2) two horses may be kept. All animals shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed areas shall be constructed in accordance with plans approved by the Architectural Committee. In no event shall Pit bulls or other vicious or dangerous animals be allowed within the subdivision.

2.13 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any lot so as to be visible from adjoining Property or public or private thoroughfares.

2.14 Mobile Homes, Travel Trailers, Utility Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time. No travel trailers, utility trailers or recreational vehicles shall be parked on any Lot for more than seventy-two (72) hours per month. Any permanent placement of said vehicles must be in Architectural Committee approved auto barns constructed for housing said vehicles.

2.15 Maintenance of Lawns, Plantings and Improvements. In the event the Owner of any Lot shall fail to maintain such Lot and the Improvements situated thereon in a neat and orderly manner, the Architectural Committee, its agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other Improvements erected thereon, all at the expense of the Owner.

2.16 Dwelling Sites. Each single family dwelling shall contain a minimum of 1400 square feet of living space exclusive of open and closed porches, terraces, patios, balconies, driveways, and garages. In addition, each Lot must contain one auto barn and one well house according to plans and specifications set forth by the Architectural Committee.

2.17 Fuel Tanks. No butane or fuel tank (other than small tanks used for outdoor cooking) or other structure or facility for the storage of combustive fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Architectural Committee, in which case shall be shielded from the view of any adjoining homesite or roadway.

2.18 Garages and Driveways. All garages shall be suitable for not less than two (2) vehicles.

2.19 Setback Requirements. No building shall be located on any Lot nearer than (30) thirty feet from the front property line, (15) fifteen feet from the back property line, or (10) ten feet from the side property lines, or otherwise designated by the Architectural Committee.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this ____ day of _____, 1999.

DECLARANT

HORNE-ESCUE J.V. , a Texas partnership

Janis Horne, partner

John C. Escue, partner

STATE OF TEXAS >

COUNTY OF HAYS >

This instrument was acknowledge before me on this ____ day of _____, 1999 by Janis Horne and John C. Escue, partners, Horne-Escue J.V., a Texas partnership.

Notary Public, State of Texas

Attention Cedar Pass Residents

Please be advised that our architectural committee has standardized the fencing restrictions. The corral-type fencing used at 1142 Cedar Pass and 1361 Cedar Pass is the approved standard. Said fencing is required to be painted white, stained, or painted the same light color as the corresponding ranch house and barns. No other type of fencing will be permitted without written approval of the architectural committee (see attached restrictive covenants).

Also, it is recommended that all driveways are to be sealed with crushed granite or asphalt to eliminate dust problems. We will be sealing the driveway at 1293 Cedar Pass soon.

If any residents need assistance or bids on fencing or driveways, please contact John Escue at 293-5643.

Thank you for continuing to maintain our unique and ever improving neighborhood. We intend to remain diligent in our efforts to enhance the ambiance of Cedar Pass and constantly improve property values for our homeowners.

Sincerely,

John Escue
Janis Horne

Pipe and wire fence

S01°16'12"W

317.97'

15' Building Line per Vol. 892, Pg. 700

10' Public Utility and Drainage Easement per plat and per Vol. 892, Pg. 700

30' Building Line per plat

15' Building Line per plat

10' Public Utility and Drainage Easement per plat and per Vol. 892, Pg. 700

50' Building Line per Vol. 892, Pg. 700

50' Building Line per Vol. 892, Pg. 700

10' Public Utility and Drainage Easement per plat and per Vol. 892, Pg. 700

15' Building Line per plat

15' Building Line per plat

15' Building Line per plat

356.86'

S89°58'54"E

Lot 2B-17
Replat into Lots 2B-1 thru 2B-18
of Tract 2B of the Replat of Tract 2
Lanier Ranch Addition
Vol. 9 Pg. 163

338.48'

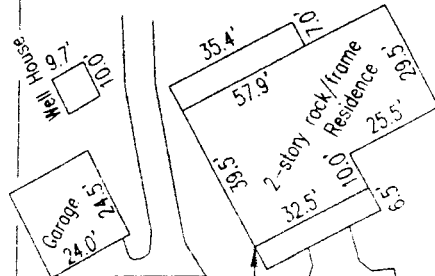
N88°06'24"W

Lot 2B-18

Net wire and plank fence

50' Building Line per plat and per Vol. 892, Pg. 700

10' Public Utility and Drainage Easement per plat and per Vol. 892, Pg. 700



N00°05'24"W

210.05'

(Bearing Basis)

CEDAR PASS ROAD

EOP

- Δ = 13°00'31"
- R = 430.00'
- L = 97.63'
- C = 97.42'
- CB = N06°35'40"W