

RESTRICTIONS AND LIMITATIONS
HILL COUNTRY RANCHES

THE STATE OF TEXAS
COUNTY OF LAMPASAS

KNOW ALL MEN BY THESE PRESENTS

That, Hill Country Ranches, a registered Texas Landowners Association, for the purpose of instituting and carrying out a uniform plan for the development and sale of all of the tracts in Hill Country Ranches, a subdivision it owns in Lampasas County, Texas according to the plat recorded in VOL 4, P57 LAMPASAS COUNTY PLAT RECORDS does hereby adopt and impose on behalf of itself, its legal representatives and assigns, the following recited restrictive covenants and use limitations covering all such tracts. All these restrictive covenants and use limitations shall become a part of all contracts for sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of such property is hereafter conveyed or transferred.

The restrictions are as follows:

1. That no commercial or business use of any such property shall be permitted. No sign shall be placed on any part or portion of such property indicating a commercial use thereof.
2. Each residence building shall contain not less than 800 square feet of floor space, exclusive of open porches, breezeways, carports, and garages. Pre-manufactured homes shall be underpinned and permanently affixed on site having wheels, axles, and tongues removed. Campers may be in place for weekend use but shall not be in place for more than seven days. A modular home may be permitted on any tract of five acres or more.
3. That those tracts containing 10 acres or more may be further subdivided into parcels of not less than five acres each. It is expressly provided that if any tract is conveyed to the Veterans Land Board in accordance with the Texas Veterans Land Program as set out in TEX. RES. CODE ANN. Section 161 and seg., then the restriction against further subdivision contained in this paragraph shall not prohibit the Veterans Land Board from granting to the veteran purchaser or his assigns, title of Sale and Purchase between the Veterans Land Board and such veteran purchaser at such time as title to such tract is no longer claimed or owned by the Veterans Land Board, such tract shall again be subject to the prohibition and restrictions on further subdivision as recited in this paragraph. That those tracts containing 10 acres or more may be further subdivided into parcels of not less than 5 acres, each with one home site per parcel.
4. That all buildings, dwellings, garages, barns and other buildings constructed on any part of the tracts must be set back at least 50 feet from any public or private roadways or boundary line.
5. Livestock is permitted if animals in question are fenced in. Livestock consists of horses, cattle, sheep, and goats. Hogs and poultry are limited to per family usage. Should odor or noise become a nuisance to neighboring landowners, animals must be removed from property. Dogs are to be confined by fence.
6. That no tract or any part of a tract shall be used or maintained as a dumping ground for rubbish, trash, or wastes.

7. That no junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on a tract for more than two weeks shall constitute a junkyard.
8. That no outside toilets shall be permitted. It is the responsibility of the purchaser, not the owner/subdivider hereof, to install any septic tank and soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and subject to the inspection by the Lampasas County Health Department.
9. No noxious or offensive activity shall be carried on or conducted upon any tract, nor shall anything be done on any lot which shall or may be or become any annoyance or nuisance to neighbors. Regarding hunting on landowner's tract or tracts, no more than two hunters on tract with written permission from landowner.
10. In order to provide for the uniform installation and maintenance of any roads, streets and common areas (hereinafter referred to as "common areas") within the subdivision, owner/subdivider (hereinafter referred to as "owner") for the benefit of itself and each successor owner of a tract within the subdivision, hereby binds owner and owner's successors and assigns as follows:

That every owner of a tract within the subdivision shall be a member of the Property Owners Association (hereinafter referred to as the "association") and such membership shall be appurtenant to and may not be separated from ownership of a tract.

All tract owners with the exception of owner shall be entitled to one vote for each tract owner. Owner shall be entitled to exercise two votes for each tract owned by owner. However, after one-half of all the tracts in the subdivision have been sold by the owner, owner shall be entitled to exercise one vote for each tract it still owns.

The Association shall have supervisory authority to provide for the property maintenance, repair and operation of the common areas as may be appropriate to the subdivision. The Association shall not be liable to an owner of any interest in such subdivision for any damage, claim or expense for the manner in which said common areas are operated, maintained, and repaired, or for failure to operate, maintain, or repair such common areas.

In order to provide a fund for the maintenance of common areas there is hereby imposed upon each tract in subdivision an annual maintenance charge. The fee will be \$100.00 per tract. If anyone has more than one residence on a tract, they will pay an additional \$100.00 per residence. Such maintenance charge shall be determined annually by the Association based upon the projected cost of operating, maintaining and repairing such common areas. The Association shall determine the amount to be charged for the maintenance, the intervals for such payments, and the interest for delinquent maintenance charges (this shall not exceed the maximum lawful annual interest rate). The Association may meet from time to time to adjust these charges and interest rates. The maintenance charge hereby imposed shall not apply to owner or to any tract to which owner holds both the record and beneficial title not shall it apply to the Veterans Land Board.

The veteran purchaser shall be liable for the maintenance charge. Neither owner nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

Any person negligently or willfully damaging or destroying all or any portion of the common areas shall be responsible to the Association for damages, and the Association shall use any funds collected by claim, lawsuit or settlement agreement arising out of such damage or destruction to repair such damage or destruction to the extent of such funds.

The Association shall have the full right, power and authority to dedicate and/or convey all of its rights, titles, and interests in and to the common areas or any part thereof and the maintenance fund as well as all of its powers, rights, responsibilities and authority under the terms hereof to a public or quasi-public corporation or entity with the power to tax such as a city of Lampasas County, or a public district having such powers.

The above restrictions constitute covenants running with the land and inure to the benefit of the undersigned and its assigns as well as each and every purchaser of any tract in the subdivision, their heirs and assigns. Any one of said beneficiaries shall have the right to enforce these restrictions in equity or in law. If one or more of such restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

These restrictions shall be effective for a period of twenty-five years from this date. However, after one-half of all the tracts in this subdivision have sold by the owner/subdivider any one or all of such restrictions may be altered, amended or cancelled by a majority of the owners of these tracts; the owners of such tracts shall be entitled to one vote for each tract owned by them; but, for the purpose of altering or amending these restrictions, owner/subdivider shall be deemed the owner of only one tract. Such amendment, alteration, or cancellation of any of the above restrictions must be in writing and must be filed with the Lampasas County Clerk in order to be of any force or effect.

Eugene D. Bills
President

Eugene D. Bills

Dotty McRae
Vice President

Dotty McRae

Linda Carroll
Secretary/Treasurer

Linda Carroll

HILL COUNTRY RANCHES LANDOWNERS ASSOCIATION

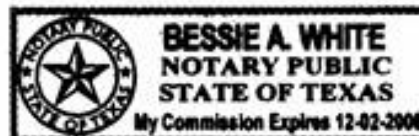
THE STATE OF TEXAS
COUNTY OF LAMPASAS

This instrument was acknowledged before me on the 2 day of December, 2008 by Gene Bills, Dotty McRae, and Linda Carroll, current officers of HILL COUNTRY RANCHES LANDOWNERS ASSOCIATION.

Bessie A. White

Notary Public, State of Texas

My commission expires 12/2/2008



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FILED FOR RECORD

11:00 am

DEC 02 2008

CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS

Atta D. Donnell DEPUTY

Filed 12 02 08 @ 11:00a

Rec: 12 02 08 @ 11:15a M.

CONNIE HARTMANN, COUNTY CLERK

By: Atta D. Donnell Dep.

