

© "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Tract situated upon the Properties but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(d) "Committee" shall have reference to The Architectural Control Committee as provided in Article V.

ARTICLE 11
Property Subject to this
Declaration and Additions There to

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Tom Green County, Texas, and is more particularly described as follows:

All of Oak Mountain Estates, Section One a subdivision to Tom Green County, Texas, according to the Map or Plat thereof filed for record in Cabinet E. No. 163 in the Office of the County Clerk of Tom Green County, Texas, and

All of Oak Mountain Estates, Section Two a subdivision to Tom Green County, Texas, according to the Map or Plat thereof filed for record in Cabinet E. No 164 in the Office of the County Clerk of Tom Green County, Texas.

ARTICLE 111
Limitations to Title

All Properties shall be subject to the following limitations, exceptions and conditions, or pertinent part thereof;

Section 1. Title is subject to all easements, rights-of-ways restrictions and covenants of record in Tom Green County, Texas, prior to the recording hereof or apparent from an examination of the land, and the Map or Plat for Oak Mountain Estates, Section One and Oak Mountain Estates, Section Two in the Office of the County Clerk of Tom Green County, Texas.

Section 2 Title is subject to all outstanding oil, gas and other minerals, after the Tracts are conveyed to the Owners, and any leasehold estates heretofore granted or which may hereafter be granted in connection therewith, including the right of ingress and egress and the reasonable use of the surface for exploring, developing and producing any and all such oil, gas and other minerals. Developer hereby waives in favor of Owner, an hereby grants to Owner, all of Developer's right, title and interest in and to all surface damages resulting therefrom which may occur on or to Owner's Tract, if any.

ARTICLE IV
Covenants and Restrictions

In addition to all other Covenants and Restrictions provided in or by this Declaration, the Properties shall be, subject to the following Covenants and Restrictions running with the land

which shall be binding on all parties having any right, title, or interest in the Properties, or any part thereof, their heirs, representatives, successors or assigns, to wit:

Section 1. No residence on any tract shall contain less than 1500 square feet of living area, excluding garages, carports, covered patios, and attached storage areas. All construction will be concluded within 270 days of starting date. All residences must be total electric and may not use propane, butane, or other liquefied petroleum gas for heating and/or indoor cooking. Any deviation must be approved in writing and signed by the Architectural Control Committee.

Section 2. All garages and carports may be detached and must be of same architecture and finish as the residence. No garage entrance or carports can be visible from the road of access to the Tract. Any parking structures must have prior written approval of the Architectural Control Committee.

Section 3. No more than One (1) residence per Tract and no Tract will be subdivided. There shall be no multiple family dwellings constructed on a Tract.

Section 4. All roofs will be of the following: 250 lbs or greater laminated composition roofing shingles, standing seam metal or hidden fastener metal roofs, clay, or slate tilt. Wood roofs are acceptable if approved by the Architectural Control Committee.

Section 5. Any landscape design and improvement, including removal of any oak tree must be reviewed and approved by Architectural Control Committee.

Section 6. All exterior paint, brick or other material and roof colors must be identified in plans submitted to and approved in writing by the Architectural Control Committee.

Section 7. All Tracts must have a minimum of 24 transverse feet of concrete or asphalt paving material in driveways providing access to that Tract.

Section 8. No trailer housed, double wide, travel trailers, mobile homer, modular homes or other manufactured homes can be moved onto a Tract. No trailer-camper, pickup camper or other recreational vehicle with interior sleeping accommodations or tents, shall be placed or maintained in use permanently or temporarily on the Tracts on or off the streets except that any such trailer-camper, pickup camper or other recreational, vehicle, or tents, may be stored on any Owner's Tract, but not on the streets, provided, however, that the storage thereof as to the location and concealment shall be subject to the directions and control of the Architectural Control Committee as any time such Committee should determine that the location of any such camper, vehicle or tent for storage purposes is inconsistent with the general requirements set forth in, or to be determined for Section Fourteen (14) below, and further except that tents may be used on a temporary and recreational basis by children only. Any dispute or question as to what constitutes a mobile home, house trailer, ready-built home, modular home, recreational vehicle, tent or structures similar thereto, and the appropriate or inappropriate use thereof, shall be resolved conclusively by the determination of such Committee, during periods of construction, a building contractor may maintain a travel trailer or recreational vehicle on a Tract, not to exceed two hundred seventy (270) days.

Section 9. All Tracts must be well maintained at all times including dwellings, outbuildings and fences.

Section 10. There shall not be located on any Tract any radio or other towers which are over 40 feet above ground level.

Section 11. All water wells which are drilled or reworked on any Tract shall be drilled or reworked under applicable state or local regulations.

Section 12. All outbuildings must be of new materials that are of low maintenance. Brick, painted concrete block or pre-engineered metal buildings are preferred. All outbuildings must have exterior finished within 45 days of start. All outbuildings must be approved in writing by the Architectural Control Committee before construction may begin.

Section 13. All buildings and structures of whatever nature, except for fences, must be set back at least fifty (50) feet from all roads or streets and at least twelve (12) feet from any Tract owned by another Owner, provided, however that an Owner may build or locate a building or structure less than twelve (12) feet from any Tract owned by another Owner if the Owner secures the prior written consent of the Architectural Control Committee and the adjoining Owner.

Section 14. No structures, buildings or improvements, including, but not limited to residential buildings, garages, carports, barns, sheds, patios, porches, sleeping porches, awnings, fences or walls, barbecue pits, pump or other storage houses, swimming pools, towers, or other facilities of whatever nature, whether permanent or temporary, shall be constructed or moved on until the construction plans and specifications, including roof color and exterior color or material and a plat showing the location of the proposed structure and plan elevations have been approved in writing by the Architectural Control Committee, as to quality of workmanship and materials harmony of external design with existing structures on the property and with the natural surroundings, and as to location with respect to the topography, the finish grade of elevation, and the preservation or enhancement of the development as a whole.

Section 15. No noxious or offensive activity shall be conducted upon the Properties, nor shall anything be done thereon which may become an annoyance or nuisance to any Owner.

Section 16. All electrical wiring and plumbing installations in any building or structure shall be installed in a good and workmanlike manner and in compliance with all applicable rules and regulations of the Texas Department of Health or other regulatory authority.

Section 17. All residence shall be connected to a permanent septic tank system for sewage disposal. Each septic tank system shall comply with the minimum standards required or recommended by the State of Texas or Tom Green County, or any regulatory authority of either the state of the county, whichever standards are more stringent.

Section 18. All automobiles, tractors, trucks or other vehicles on a Tract must be currently inspected and in operable condition unless they are stored in a fully enclosed garage or barn. No commercial vehicles may be stored on a Tract at any time. No abandoned or inoperative motor vehicle or other machinery shall be placed, or permitted to remain on the Properties. No part of the Properties shall be used or maintained as a dumping or storage found for junk, rubbish, trash, garbage or other waste material, and no such items or material shall be kept or permitted on the Properties except temporarily in containers adequate for the purpose. All such containers or receptacles shall be placed either indoors or in an area screened by natural vegetation or terrain or

artificial structure so that it is not visible from the roads or streets or from the neighboring Tracts. Every Owner shall be responsible for keeping his Tract in a reasonably clean condition. All burning of rubbish or trash shall be done in compliance with all Federal, State and County Laws and shall be in containers covered with a wire mesh or screen.

Section 19. No quarrying or mining operations of any kind or character shall be conducted on or under any Tract, subsequent to the sale of any Tract from the Developer to a Buyer either by Contract for Deed, deed or otherwise. Likewise, the Owner shall not grant an easement for, nor permit the use of his Tract for, the ingress or egress for any such quarrying or mining whether therefor provided, however, that nothing herein shall be constructed to refute the oil, gas and other mineral interest and related rights described in Article 111. Section 2. Above.

Section 20. All Tract must be used only for residential, ranch, recreational, or limited agricultural purposes except as explicitly described in Section 22 below.

Section 21. No Tract shall be used for any kind or character of business or commercial purpose, except as explicitly described in Section 22 below.

Section 22. No swine or poultry shall be permitted on the Properties. Household pets and domestic animals or livestock may be permitted on the Properties, provided, however, that nothing herein shall be constructed to permit the business or commercial use thereof other than explicitly stated hereinbelow or to permit an annoyance or nuisance to any Owner. Any and all such pets or domestic animals or livestock must be confined at all times to the Tract of Owner by fence or otherwise. As an exception to Section 20 and 21 above, however, the following uses of the Properties shall be permitted.

(a) Any Owner may have, and use on a Tract domestic livestock not to exceed the stocking rate of one animal unit which is hereby defined as follow: 1 head of cattle or five sheep or five goats or two horses or two llamas per Tract regardless of the size of such livestock. Colts, calves, lambs, kids and the young of any other domestic livestock of less than one year of age born and raised on the Tract shall not be included in determining the foregoing limitation. Under no circumstance shall a buffalo, or any animal with buffalo blood be considered a domestic animal. Any Owner may see, trade or otherwise dispose of such livestock, whether mature or young, provided that Owner does not regularly engage in the trading of such livestock located on a Tract. As an exception to the foregoing, a stallion shall not be permitted on any Tract.

(b) No dairies, dog kennels, or other type of breeding kennels, shall be permitted on the Properties. Show animals that are stalled and fed are not considered grazing animals, and may be permitted in excess of the aforesaid stocking rate up to two per Tract as long as the area is well maintained in a clean and proper manner, and the Architectural Control Committee receives no complaints, all animal solid waste and discharge is removed at least once a month.

(c) Any Owner may conduct on a Tract the planting, growing, cultivating and harvesting of any agricultural crop grown or produced from the soil whether on the ground or enclosed, provided, that no operational activities in connection therewith shall be conducted during darkness, no aerial application shall be conducted thereon, no retail sales shall be conducted thereon, and no operation shall be conducted thereon under conditions of wind and dryness that would cause dust to be carried to any adjoining Tract.

(d) Any Owner may conduct on a tract any work of art, crafts, journalism, or other personal fabrication, design or construction provided that no third-party employees are required on a Tract in connection with such work and no retail sales are conducted on a Tract. The manufacture fabrication and storage of such items shall be within the confines of an enclosed building

Section 23. An approved perimeter fence would be 4" net wire (10-47-6-12 ½) with 2 strands of slick wire on top, and would be held up by 6' steel post on 20 foot centers and every 5th post would be of treated wood, or 2" steel pipe 2 wire or wooden stays would be placed between each post, all of new material. Corner posts would be 4" pipe H brace cemented into place. Wood and pipe or rod fences may be used. All fences must be approved by the Architectural Control Committee.

Section 24. No firearm shall be discharged upon any Tract or within the subdivision or any road, at any time or for any manner whatsoever.

Section 25. These Covenants and Restrictions shall be effective for a term of thirty years from date of recording during which time they may be amended altered or revised by an instrument signed by Owners of not less than eighty percent (80%) of the Tracts, and duly recorded. Following such thirty year period, all such Covenants and Restrictions shall be automatically extended for successive periods of ten years unless otherwise amended, altered or revised by an instrument signed by Owners of not less than eighty percent (80%) of the Tracts, and duly recorded.

ARTICLE V. Architectural Control Committee

There shall be maintained an Architectural Control Committee, hereinafter referred to as the Committee, which shall be governed by the following rules and regulations.

Section 1. Committee Members The Committee shall consist of five members. Each member shall serve for life unless he resigns or is removed as hereinafter provided. The initial members of the Committee shall be Scott Allison, Michael Biggerstaff and Daniel R Ferguson. At the death, resignation or removal of any member, the Developer, by majority vote or if the Developer is not still in existence, then a majority of the Owners of the Tracts shall select his successor. The designation of new members shall be in writing and shall be duly recorded in the Deed Records of Tom Green County, Texas.

Section 2. Committeeman Any member may resign by filing with the Committee a ten day written notice thereof. Any member may be removed for good cause by the Developer. If a member delivers to the Committee a written request for a hearing within ten days after receiving written notice of his removal, he shall be given a hearing before the Committee to reconsider whether good cause exists. If the Committee finds that good cause does not exist, then the member shall be reinstated.

Section 3. Failure to Act In the event the Committee fails to perform its responsibilities as generally provided herein then the Developer may replace some or all of the members of the Committee with new members selected by the Developer who shall likewise serve for life subject to

the rules and procedures herein stated. The designation of such new members shall be in writing, duly recorded, and same shall be conclusive as to the membership of the Committee.

Section 4. Responsibilities It shall be the responsibility of the Committee to preserve the value of the Properties and to encourage its prudent and proper development. It shall review the construction plans and specifications and proposed location of improvements as required in Article IV, Section 15 above and shall make prompt rulings thereon. All rulings or recommendations shall be in writing with a copy to be delivered to the Owner or its agent and a copy to be retained for the permanent records of the Architectural Control Committee.

Section 5. Timeless In the event the Committee should fail to issue its written ruling in response to the Owner's request therefor within thirty (30) days from receipt of such request properly supported with adequate plans and specifications and location data, then it shall be presumed that the Architectural Control Committee has approved such request.

Section 6. Failure of Owner to Submit Request In the event an Owner fails to submit a request properly accompanied with construction plans and specifications and location data but proceeds with the construction thereof, or in the event an Owner proceeds with construction following the disapproval of the Committee or proceeds with construction that is inconsistent with the plans and specifications or locations that have been approved by the committee, the Committee shall have the right at its election to secure injunctive relief against such construction including judicial relief requiring the removal of such construction by bringing suit thereon prior to the expiration of sixty days following completion of the construction thereof.

Section 7. Policies and Guidelines The Committee shall by a majority vote, determine such policies and guidelines as it shall deem to be feasible in assisting Owners in planning the construction of their improvements. Nothing herein, however, shall be construed as an estoppel of the Committee in adopting new policies and guidelines when prior rulings or policies and guidelines have in the opinion of the Committee proven to be detrimental to the purposes and responsibilities of the Committee.

Section 8. Delegation The Committee may, at its discretion and from time to time, delegate its duties of review and approval and rulings thereon to one or more of its members. Any rulings by either the Committee or any delegate thereof shall be final and conclusive unless, upon receipt of written request for review from the Owner within ten days from a ruling rendered only by any delegate, the Committee should determine to grant a review of the ruling. If such request is granted, the Committee shall set a time and place for a full Committee review, the decision of which by a majority of its members shall then be final.

Section 9. Fees and Compensation Members of the Committee shall serve without remuneration for their personal services except that they shall be reimbursed for all reasonable expenses, including automobile mileage, incurred by them in the performance of their duties and further except that the committee shall remunerate any delegate for his reviewing and issuing a ruling on the plans and specifications and locations data including an inspection of the site of the proposed improvement. The Committee may, at its discretion, charge an Owner a fee not to exceed \$20.00 for each separate item to be constructed to defray its expenses. Any additional financial needs of the Committee shall be funded by the Developer upon the presentation of requests by the Committee and approval thereof by the Developer.

Section 10. Enforcement It shall be the primary responsibility, but not the duty of the Committee to enforce strict compliance by Owners with the Covenants and Restrictions provided in Article IV above. As an exception to the funding provision of Section 9 above the Developer shall fund all reasonable and necessary legal expense of the Architectural Control Committee in pursuing such enforcement. Said Covenants and Restrictions may be enforced by proceedings at law or in equity, including injunctive relief to prevent construction to remove improvements or otherwise to compel compliance or by any other legal remedy. Owner waives notice of noncompliance. If however, the Committee should notify Owner in writing of non-compliance of any Covenants and Restrictions and Owner fails to cure same within ten days from delivery thereof the Committee, or it's agent shall be authorized to enter upon Owner's Tract to correct such non-compliance at the expense and cost of Owner which shall become due and payable on demand shall bear interest at the rate of ten percent (10%) per annum and become a lien against the Tract. Failure of the Committee to enforce any covenant or restriction shall not be deemed a waiver of any prior or subsequent violation of any such covenant or restriction. Violation of any covenant or restriction shall not, however, bring about a forfeiture of title any such Tract under violation Enforcement of the strict compliance with the Covenants and Restrictions may also be pursued by the developer at the cost and expense of the Developer or by any Owner also at the cost and expense of the Owner. If judicial relief is requested and obtained in a court of proper jurisdiction, the losing party shall pay the winning party reasonable attorney fees and costs of court.

ARTICLE VI Annual Charge

For the purpose of providing funds for the maintenance of roads and common elements each Tract Shall be subject to an annual charge, (hereinafter referred to as the "Annual Charge") as follows:

Section 1. The Annual Charge shall be \$50.00 commencing on January 1, 2000, and shall be paid to Developer. In any year after 2000, the Developer may increase the amount of the Annual Charge, but the Annual Charge shall in no even be greater than \$200.00 per year.

Section 2. The Annual Charge shall be billed each year on the first day of December and unless the Owner of any Tract shall pay the Annual Charge by the twentieth day of December of each year, the same shall be deemed delinquent and shall bear interest at the maximum legal annual rate until paid.

Section 3. The Annual Charge hereby imposed shall be and remain a charge against and continued lien against any Tract, and shall run with and burden such land. Provided, however, the lien of any mortgage mechanics lien, contract deed of trust or vendor's lien imposed as a bon fide security for purchase money construction loan or improvement loan on the Tract in question shall be considered a prior and superior lien on the Tract and shall not be invalidated by the foreclosure of the lien imposed by the Annual Charge.

Section 4. If the Owner of any Tract shall fail to pay the Annual Charge when due the developer shall have the right to enforce the lien which is hereby imposed under the law of the State of Texas.

Section 5. Such funds received by Developer shall be used by it for the payment of any expense in maintaining the roads and common elements contained in the Plat.

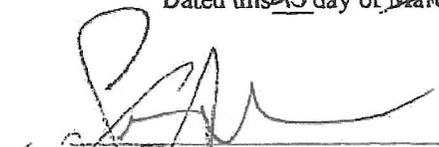
Section 6. The Developer shall have the right, but shall not be required to establish a Homeowners Association at any time in the future for either Section One or Section Two or both. If a Homeowners' Association is established all Owners of a Tract shall be required to join and become members and become bound by its rules and regulations. If a Homeowners' Association is established, its rules and regulations shall supersede and take the place of this Article of the Covenants and Restrictions, provided however, that in no event shall the Annual Charge for belonging to said Homeowner's Association be in excess of those charges previously listed in this Article unless approved by the Owners of 80% of the Tracts. The Homeowner's Association. If formed, shall be entitled to receive any Annual Charge herein specified and shall be solely responsible for, among other things, the maintenance of all common areas and common elements including roads.

ARTICLE VII
General Provisions

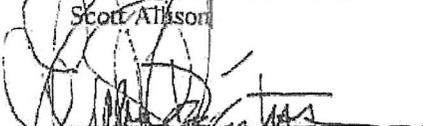
Section 1. Notices. All Notices required herein shall be deemed effective if delivered personal or if sent by United State mail with adequate postage paid addressed to the Sendee at his last known address.

Section 2. Severability. Invalidation of any one of the provisions, covenants, restrictions or conditions of this Declaration by judgment of a court of competent jurisdiction shall in no way affect any other provision, covenant, restriction or condition which shall remain in full force and effect.

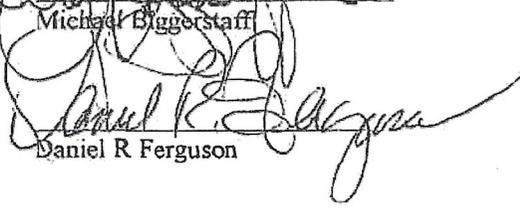
Dated this 25 day of ^{May}~~March~~ 2006



Scott Allison



Michael Biggerstaff



Daniel R Ferguson

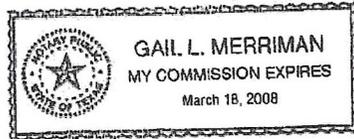
(Acknowledgment)

The State of Texas §
 §
County of Tom Green §

Before me, the undersigned authority, on this day personally appeared SCOTT ALLISON, MICHAEL BIGGERSTAFF and DANIEL R FERGUSON known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and Considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25 DAY OF ^{May}~~MARCH~~,
2006

Gail L. Merriman



CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Elizabeth McGill

Elizabeth McGill, County Clerk

Tom Green County TEXAS

May 26, 2006 09:53:37 AM

FEE: \$52.00

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