

Restrictions

It is agreed and understood that the following restrictive covenants, easements and conditions shall be impressed and binding upon this tract of land. The Grantee(s) and he assigns and heirs hereby agree to obligate themselves to perform and abide by each and every condition, restrictive covenant and easement as hereinafter stated.

The term "Developer" as used in these restrictions shall mean A. Leon Thompson, Jr., his heirs, executors, assigns and successors. The term "Owner" shall mean and refer to the record owner or any equitable owner, whether one or more persons or entities of any tract or portion of a tract, but excluding those having such interest merely as a security for performance of an obligation.

The Architectural Control Committee is composed of A. Leon Thompson, Jr., A. Leon Thompson, Sr., Charles Finley, or any two of them acting jointly; in the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor their successors, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval of disapproval as required in these covenants may be done by any one of said Committee, and shall be in writing, or endorsed on the plans. In the event the Committee fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall have been deemed to have been fully complied with.

In the event the Architectural Control Committee shall refuse to approve any plans and specifications for whatever reason, then the Owner requesting approval of such plans and specifications shall have the right to approach each of the other owners to secure written approval of at least 75% of the then current owners. The Developer or the Architectural Control Committee shall have no personal liability for refusing to approve to any plans and specifications and any owner waives his/her right to any cause for action for such refusal of approval for such plans and specifications.

1. No mobile homes or pre-built homes will be allowed on any tract within the subdivision. This provision shall not restrict an owner from keeping a recreational vehicle or travel trailer on his/her land, providing same is in no way used as a residence within the subdivision.

2. All residences shall be new, substantially and safely constructed

of at least 75% masonry and maintained in good repair. A residence of less than 75% masonry brick construction may be approved by the Architectural Control Committee.

3. Residences must contain a minimum of 1400 square feet of living space exclusive of porches, garages or carports. A residence of less than 1400 square feet must be approved by the Architectural Control Committee. Once construction is commenced on a residence, the same shall be fully completed within 120 days from commencement of construction. (120 day dry-in. 180 days for completion.)

4. The premises shall be used exclusively for residential purposes and no services or merchandise will be offered for sale thereon.

5. Residences and buildings other than barns within the subdivision shall be constructed no nearer than 50' to the property line along the road fronting the tract, and no nearer than 25' to any side of rear property line. Any barns shall be constructed no nearer than 200' to the road and no nearer than 50' to side or rear property lines.

6. Developer reserves a ten foot (10') side easement along property lines of every tract for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary, together with the right to install, operate and maintain gas lines, water lines and appurtenances, sewer lines, culverts, and drainage ditches, reserving rights of ingress and egress to such areas for any such purposes mentioned above. Developer also reserves the right to cause or permit drainage of surface waters over and/or through said tracts. The owners shall have no cause of action against Developer whether at law or in equity by reason of any damage caused said tracts or improvements thereon by water draining or by installing, operating, or maintaining above mentioned installations.

7. No animal or fowl shall be kept or maintained on said acreage, except domestic pets and one horse or cow per acre. No noxious or offensive activity shall be carried on on said acreage, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. All sanitary arrangements must comply with all state and local health laws and regulations and septic tanks must be installed in accordance with McLennan County, Texas, Health Department Standards.

9. No automobiles, trucks or buses or other vehicles which are not registered or not in good running order will be allowed on any tract. No unsightly, unsanitary or junky-looking structure or condition of any nature

will be permitted on any tract, and Developer shall have the right to decide whether any structure or condition is unsightly or junky-looking.

10. No tracts can ever be re-subdivided into any tracts of less than two (2.0) acres in size.

11. The Developer or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereinafter imposed by the provisions of the above referenced declarations of covenants, conditions and restrictions as recorded in the Deed Records of McLennan County, Texas. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision and all other provisions shall remain in full force and effect. The covenants, conditions and restrictions of the above referenced Declaration of Covenants, Conditions and Restrictions hereinafter referred to as "Declaration" shall run with and bind the land and shall insure Declaration and their respective legal representatives, heirs, successors and assigns and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date that the Declarations is recorded, after which time, said Covenants, Conditions and Restrictions shall automatically be extended for successive periods of ten (10) years. The Covenants, Conditions and Restrictions of said Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 75% of the tract Owners; during any successive ten (10) year period, the Covenants, Conditions and Restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75% of the tract Owners.

12. Should it become necessary for the Developer or an Owner to retain the services of an attorney for the specific enforcement of the restrictions contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.

13. Purchaser understands and agrees that upon the execution of this Contract and Agreement, Purchaser will become a member of the Mackey Ranch Homeowners Association, Inc. (hereinafter referred to as "Association"), and shall become subject to all the rules, regulations and bylaws of the Association including, but not limited to, the payment of dues as set from time to time by the Board of Directors of the Association. The liability for such dues may not be avoided by waiver of the use of enjoyment of any of the property, services or facilities provided by the Association. Dues not

paid when due shall bear interest from the due date at such lawful rate of interest as may be set by the Board of Directors until paid. All payments on account shall be first applied to interest and then to the dues payment due. The Association shall have a lien upon the herein described property to secure the person obligation of the Purchaser for any unpaid dues and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such dues or enforcement of such lien. All liens for dues assessed by the Association shall be prior to other liens except that such lien for said dues shall be subordinate, second and inferior to: (1) all liens for taxes or special assessments levied by the City, County and State governments or any political subdivision or special district thereof, and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date such dues become delinquent. Liens for dues maybe foreclosed (i) by suit brought in the name of the Association in a like manner as a foreclosure of a mortgage on real property without prejudice and subject to the aforesaid prior liens as in the case of a vendor's lien, or (ii) as is provided for foreclosure of a contractual deed of trust lien on real property under Article 3810 VATS, and in this regard, Purchaser hereby appoints and designates any Trustee appointed by the Association to so act on behalf of the Association and acknowledges and authorizes that such Trustee shall be vested with all the powers afforded Trustees pursuant to Article 3810 VATS, and agrees that to the extent necessary this agreement shall constitute a contractual deed of trust lien on the herein described property to secure the timely payment of all dues and other obligations set forth herein. This agreement shall survive the closing and the deed conveying the above described property shall be made subject to the same.