

9/14/97
SAN MARCOS TITLE CO.
GF # 23536

THE STATE OF TEXAS

COUNTY OF HAYS

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

MICHAELIS RANCH, LTD. of Hays County, Texas, hereinafter called "Owner," the owner of the following described property situated in Hays County, Texas, (the "Property"), to-wit:

292.53 acres, more or less, out of the George Jenkins Survey, Hays County, Texas, described in deed of trust executed by Michaelis Ranch, Ltd., a Texas limited partnership, recorded in Volume 2215, Page 381 of the Official Public Records of Hays County, Texas.

Less and Except that portion of the 292.53 acres consisting of a strip of land fronting on Ranch Road 12 (being the most westerly boundary of the 292.53 acre tract) for a depth of 300 feet.

These Covenants, Conditions and Restrictions shall not apply to that portion of the 292.53 acres consisting of a strip of land fronting on Ranch Road 12 (being the most westerly boundary of the 292.53 acre tract) for a depth of 300 feet (heretofore described under Less and Except).

I.

SCOPE OF RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of subdivided portions of the Property restricted to residential tracts, the following restrictions, conditions, covenants and use limitations are hereby established, adopted and imposed upon the Property, which restrictions, conditions, covenants and use limitations shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Owner, its successors and assigns, and upon all persons acquiring any portion of the Property, whether by purchase, descent, devise, gift or otherwise, and each person, by the covenant to abide by and perform the terms, conditions, restrictions and limitations shall be made a part of each contract and/or deed executed by or on behalf of Owner conveying any portion of the Property. By acceptance thereof, the grantee and all persons claiming under him, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to any portion of the Property to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument.

II.

GENERAL LAND USE

1. No subdivision subdivided into less than 10 acre properties will be allowed.
2. The Property shall be used for residential, agricultural and/or wildlife management purposes. No non-agricultural business shall be operated on the Property, unless that business is operated from within the home, is not conspicuous, does not require signs, does not result in unsightly or excessive storage, and does not require daily outside traffic to and from the Property.
3. No more than one single-family house per 10 acres may be constructed on the Property. Each single-family dwelling may include a garage, playroom, or other such similar out buildings, and consist of all new construction upon the Property. Any building shall be constructed from quality materials and in accordance with all laws and regulations relating thereto. One guest house may be built per 10 acres, and be self-sufficient as a house in that it must provide plumbing facilities adequate for it to be used in and of itself as a residence. The living area of the main residence (exclusive of porches, garage, carport, terraces, driveways and guest house) shall not be less than 1400 square feet. The living area of the guest house (exclusive of porches, garages, terraces and driveways) shall not be less than 700 feet.
4. No building or structure of any nature shall be located closer than 50 feet to any boundary line of the Property.
5. No septic tank or other means of sewage disposal may be installed unless the construction and location complies with all existing state, county or other governmental regulations and is approved by the governmental authorities having jurisdiction with respect thereto.
6. No structure or emplacement of a temporary character, including a *mobile home, modular home, other not-on-site manufactured home or structure, trailer, mobile home, tent or outdoor encampment may be used as a residence or dwelling on the Property. For convenience related to the rural location of the Property, an RV trailer or motor home may be parked and used temporarily on site during the construction phase only of the permanent residence. (*A mobile home is a "mobile home" within the meaning of this restriction even if its wheels shall been removed and the structure set in a permanent foundation of slab and even if connected to water and electrical lines.)
7. The storage of disabled, junked, abandoned or wrecked motor vehicles, boats or other equipment shall not be permitted on the Property unless totally enclosed in a permanent structure.
8. No portion of the Property shall be maintained as a dumping ground for trash, garbage, or

other waste. All containers and other equipment for storage and/or disposal of waste material shall be kept in a sightly manner so as to not constitute an annoyance or nuisance. Compost piles and bins for organic materials used for gardening purposes may be maintained but established no closer than 50 feet from any boundary line of the Property.

9. Horses or other equine grazing freely on the Property will be limited to one animal unit (one adult or one female with nursing young) per 10 acres or part thereof. Any number exceeding this stocking rate must be temporary in nature for free grazing purposes. At no time should bovine, equine, sheep or goats be permitted to "overgraze" the turf of the Property so as to cause the disappearance of the turf and a resulting exposure of the soil.
10. Commercial productions of hogs, poultry, or "exotic" wildlife not native to North America including, but not limited to, deer, antelope, camelid, and fowl is prohibited.
11. Commercial breeding of dogs is prohibited.
12. No bison (buffalo) are permitted on the Property.
13. No peafowl are permitted on the Property.
14. Trapping of wildlife for resale or taxidermy is not permitted.
15. No pet or other animal or fowl may be kept in a way or manner or location that creates a nuisance to other property owners such as annoying noises or flies or odors or unsightly premises. All pets/animals shall be contained within the property boundary either by fence, leash, or other comparable device.
16. No portion of the Property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to neighboring property owners. No vapor lights or any sort of light that causes nighttime sky pollution shall be permitted.
17. Microwave or commercial communications towers are not permitted on the Property. Short-wave radio antennas, satellite TV dishes, and Internet receivers are permitted for personal use by the property owners.
18. Hunting with firearms or the discharge of explosive devices, other than standard fireworks for sale to the public, is prohibited. Short-range pistol target practice is allowable so long as the target site is located in an area near the center of any subdivided portion of the Property, and is conducted for a reasonable period of time during appropriate daylight hours. Prior notice/discussion with neighbors regarding the practice is advisable. The use of firearms is permitted by law in connection with the protection of one's health and safety.
19. Fireworks may not be discharged during dry periods and/or during county ban periods.
20. No mining, drilling or blasting for rock or any surface or subsurface material for commercial

- sale or use is permitted. All rock and other natural materials located on any portion of the Property are reserved for use by the owner of that portion of the Property.
21. No noxious, illegal, or other offensive activity shall be carried on or conducted on any portion of the Property.
 22. Signs marking the entrance/address of any subdivided portion of the Property will be made in a tasteful manner and no larger than necessary for reasonable visibility from the public roadway.
 23. The design and construction of entrances, fences, gates, signs, mailboxes and any structures visible from the public roadway or neighboring properties shall not include colors, language, or symbols considered garish or offensive to the general public.
 24. The owner or owners of any subdivided portion of the Property may install no more than one (1) wind-powered device per ten (10) acres. No wind-powered device may have a total height of more than sixty (60) feet above the terrain of at the base of the device.
 25. The purchaser of any portion of the Property shall be responsible for the proper maintenance and upkeep of such portion of the Property at all times. He shall not permit the accumulation of trash, rubbish, or other unsightly material on said property or the abutting County roadway.

III.

DURATION OF RESTRICTIONS

The restrictions, conditions, use limitations and covenants herein set forth shall continue and be binding upon Owner, its successors and assigns, for a period of Twenty-Five (25) years from the date hereof, unless terminated or amended as herein provided. At the expiration of said term of Twenty-Five (25) years above set out, such restrictions, conditions, use limitations and covenants shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same are nullified or revised as herein provided. After the expiration of Twenty-five (25) years from the date of this instrument, the owners of the land comprising 90% of the area of the original 290-acre Michaelis Ranch may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the office of the County Clerk of Hays County, Texas, or in such office as conveyances of real estate then may be required to be filed, and then and thereafter the restrictions, conditions, use limitations and covenants set forth in this instrument shall be null, void and of no further force and effect, or shall be modified or revised as such recorded instrument may direct.

IV.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Owner, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of any portion of the Property each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such persons shall be liable except with respect to breaches committed during his or their ownership of said property. The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against any portion of the Property, but such liens may be enforced as against any portion of the Property covered thereby, subject, nevertheless, to the terms of this instrument. Owner, or the owners of any portion of the Property, shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any covenant, condition, restriction or limitation contained in this instrument, it shall be lawful for any person owning any portion of the Property to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any term or provision of this instrument, either to prevent or to correct such violation; to recover damages; or to obtain other relief for such violation. All expenses, including reasonable attorneys' fees, shall be recovered from anyone violating these restrictions by the party bringing suit. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

V.

SEVERABILITY

Invalidation of any of the terms, provisions or covenants contained in this instrument by judgment or court order shall not in any way affect any of the other terms, provisions or covenants set forth in this instrument, which shall remain in full force and effect.

VI.

DEDICATION

This instrument of dedication relates to and affects only that portion of the original 292-acre Michaelis Ranch as described above and shall not affect any other property, including but not limited to that portion of the 292.53 acres consisting of a strip of land fronting on Ranch Road 12 (being the most westerly boundary of the 292.53 acre tract) for a depth of 300 feet.

VII.

AMENDMENT OF PRIOR DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This instrument, executed by the owners of the land comprising 90% of the area of the original 290-acre Michaelis Ranch, constitutes an amendment to Declaration of Covenants, Conditions and Restrictions included in deed from Michaelis Ranch, Ltd. to Henry Neal and Terra Neal dated July 31, 2006 and is in accordance with Paragraph 28 of said Declaration of Covenants, Conditions and Restrictions. Said deed dated July 31, 2006 is recorded in Volume _____, Page _____ of the Official Public Records of Hays County, Texas.

EXECUTED this 18th day of August, 2006.

MICHAELIS RANCH, LTD., a Texas limited partnership

By: Sharon Michaelis
SHARON MICHAELIS, General Partner

By: Max G. Michaelis, IV
MAX G. MICHAELIS, IV, General Partner

By: Carl L. Michaelis
CARL L. MICHAELIS, General Partner

THE STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared SHARON MICHAELIS, General Partner on behalf of MICHAELIS RANCH, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity or capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of August, 2006.



Kristel Weaver
Notary Public In And For The State of Texas

THE STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared MAX G. MICHAELIS, IV, General Partner on behalf of MICHAELIS RANCH, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity or capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of August, 2006.



Kristel Weaver
Notary Public In And For The State of Texas

THE STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared CARL L. MICHAELIS, General Partner on behalf of MICHAELIS RANCH, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity or capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of August, 2006.



Kristel Weaver
Notary Public In And For The State of Texas

After Recording Return To:

FIELD NOTES OF A SURVEY OF 292.53 ACRES OF LAND OUT OF THE GEORGE JENKINS SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 293.87 ACRES OF LAND AND CONVEYED TO M. G. MICHAELIS BY WILEY CASPER EVERETT, ET AL, BY DEED DATED AUGUST 31, 1928, AND RECORDED IN VOLUME 96, PAGE 468, HAYS COUNTY DEED RECORDS.

BEGINNING at an angle point in fence line for the most Northerly Northwest corner of the tract herein described, same being the Northwest corner of the George Jenkins Survey and the Northeast corner of the J. S. Thorn Survey, and on the South line of the J. C. Morgan Survey, same being also the Northeast corner of that tract of 365.5 acres of land conveyed to Richard B. Rainey by Myrtle W. Mills by deed dated March 12, 1945, and recorded in Volume 132, Page 157, Hays County Deed Records of which 0.12 acres of the said 365.5 acre tract lies East of Ranch Road #12 right-of-way, same being also on the South line of that tract of 1303.92 acres of land conveyed to Nagel Coat Hanger Company, Inc. by D. C. Hall by deed dated November 13, 1951, and recorded in Volume 151, Page 442, Hays County Deed Records and from which beginning corner a concrete monument on the East right-of-way line of Ranch Road #12 for point of tangency at Engineer's Station # 456+31.6 bears S. $16^{\circ}55'$ W. 85.25 feet;

THENCE, leaving the said J. S. Thorn Survey, and the said Richard B. Rainey 365.5 acre tract, with fence and the South line of the said J. C. Morgan Survey, the North line of the said George Jenkins Survey, and the South line of the said Nagel Coat Hanger Company 1303.92 acre tract, the following courses numbered (1) through (4):

- (1) N. $89^{\circ}07'$ E. 2467.89 feet to angle point found,
- (2) N. $89^{\circ}12'$ E. 1075.15 feet to angle point found,
- (3) N. $89^{\circ}31'$ E. 1369.00 feet to angle point found,
- (4) N. $89^{\circ}35'$ E. 365.61 feet to a corner fence post

for the Northeast corner of the tract herein described, same being the Northeast corner of the said George Jenkins Survey and the Southeast corner of the said J. C. Morgan Survey on the West line of the D. C. Billings Survey, same being also the Southeast corner of the said Nagel Coat Hanger Company 1303.92 acre tract and on the West line of that tract of 196 acres of land conveyed to Bernice B. Farrington by Karl M. Dobie, et ux, by deed dated March 31, 1962, and recorded in Volume 208, Page 485, Hays County Deed Records;

THENCE, leaving the said J. C. Morgan Survey and the said D. C. Billings Survey, with fence and the West line of the said Bernice B. Farrington 196 acre tract, the following courses numbered (5) through (10):

- (5) S. $1^{\circ}58'$ W. 298.87 feet,
- (6) S. $1^{\circ}59'$ W. 1228.49 feet,
- (7) S. $1^{\circ}43'$ W. 675.82 feet,
- (8) S. $1^{\circ}50'$ E. 284.95 feet,
- (9) S. $8^{\circ}59'$ E. 220.23 feet,
- (10) S. $5^{\circ}41'$ E. 472.37 feet to a corner post on the

North line of a County Road for a Southeast corner of the tract herein described, same being the Southwest corner of the said Bernice B. Farrington 196 acre tract;

THENCE, leaving the said Bernice B. Farrington 196 acre tract, with fence and the North line of the said County Road, the following courses numbered (11) through (24):

- (11) S. $31^{\circ}16'$ W. 38.04 feet,
- (12) S. $86^{\circ}48'$ W. 119.66 feet,
- (13) S. $89^{\circ}22'$ W. 363.99 feet,
- (14) N. $86^{\circ}22'$ W. 545.90 feet,
- (15) N. $76^{\circ}53'$ W. 228.00 feet,
- (16) N. $81^{\circ}56'$ W. 195.39 feet,
- (17) S. $81^{\circ}06'$ W. 43.97 feet,
- (18) S. $54^{\circ}42'$ W. 62.75 feet,
- (19) S. $67^{\circ}18'$ W. 101.12 feet,
- (20) S. $73^{\circ}47'$ W. 89.82 feet,
- (21) S. $80^{\circ}44'$ W. 57.08 feet,
- (22) S. $88^{\circ}54'$ W. 599.55 feet,
- (23) S. $89^{\circ}53'$ W. 544.26 feet,
- (24) N. $89^{\circ}52'$ W. 326.79 feet to a point on the East

EXHIBIT "A"
Page 1

right-of-way line of Ranch Road #12 at Engineer's Station # 494+37 for the most Southerly Southwest corner of the tract herein described;

THENCE, leaving the said County Road, with the East right-of-way line of Ranch Road #12, N. 17°09' W. 846.71 feet to a concrete monument at point of curve;

THENCE, with the curving East right-of-way line of Ranch Road #12, an arc distance of 164.96 feet, said curve having a radius of 675.93 feet and a chord which bears N. 10°07' W. 164.55 feet to a concrete monument at point of tangency;

THENCE, continuing with the East right-of-way line of Ranch Road #12, N. 3°08' W. 40.40 feet to a concrete monument at point of curve;

THENCE, with the curving East line of Ranch Road #12, an arc distance of 193.00 feet, said curve having a radius of 756.56 feet and a chord which bears N. 10°27' W. 192.48 feet to a concrete monument at point of tangency;

THENCE, continuing with the East right-of-way line of Ranch Road #12, N. 17°45' W. 93.80 feet to a concrete monument at point of curve;

THENCE, with the curving East right-of-way line of Ranch Road #12, an arc distance of 402.73 feet, said curve having a radius of 612.87 feet and a chord which bears N. 36°36' W. 395.52 feet to concrete monument at point of tangency;

THENCE, continuing with the East line of Ranch Road #12, N. 55°24' W. 118.90 feet to a concrete monument at point of curve;

THENCE, with the curving East right-of-way line of Ranch Road #12, an arc distance of 369.25 feet, said curve having a radius of 1105.72 feet and a chord which bears N. 45°50' W. 367.54 feet to a concrete monument at point of tangency;

THENCE, continuing with the East line of Ranch Road #12, N. 36°16' W. 402.30 feet to a concrete monument at point of curve;

THENCE, with the curving East right-of-way line of Ranch Road #12, an arc distance of 434.31 feet, said curve having a radius of 1472.42 feet and a chord which bears N. 44°43' W. 432.74 feet to a concrete monument at point of tangency;

THENCE, continuing with the East line of Ranch Road #12, N. 53°10' W. 86.70 feet to a concrete monument at point of curve;

THENCE, with the curving East right-of-way line of Ranch Road #12, an arc distance of 430.46 feet, said curve having a radius of 2824.20 feet and a chord which bears N. 48°48' W. 430.05 feet to a concrete monument at point of tangency;

THENCE, continuing with the East right-of-way line of Ranch Road #12, N. 44°26' W. 220.91 feet to a point on the East line of the said J. S. Thorn Survey, same being on the East line of the aforementioned Richard B. Rainey 0.12 acre tract for a Northerly Southwest corner of the tract herein described;

THENCE, leaving Ranch Road #12, with the East line of the said J. S. Thorn Survey and the East line of the said Richard B. Rainey 0.12 acre tract, N. 0°26' E. 105.05 feet to the place of beginning, containing 292.53 acres of land. Surveyed November, 1973.

by James R. Hall
James R. Hall
Reg. Public Surveyor #608
Hays County Surveyor
San Marcos, Texas

Filed for Record in:
Hays County
On: Aug 21, 2006 at 02:49P
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EXHIBIT "A"
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By:
Olga Martinez, Deputy
Lee Carlisle, County Clerk
Hays County