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THE STATE OF TEXAS
COUNTY OF GILLESPIE

LONGHORN RANCH SUBDIVISION
RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, Ranch Enterprises, Ltd. (hereinafter called Developer), has established the Subdivision in Gillespie County, Texas known as Longhorn Ranch Subdivision (hereinafter "Subdivision"), and has dedicated to such Subdivision all the lots and tracts shown on that certain plat filed for in Volume 4, Page 57 of the Map and Plat Records of Gillespie County, Texas on the 6th day of September, 2007 to which reference is here made for all purposes, except Tract 28 (Twenty-Eight) which is hereby excluded; and,

WHEREAS, Developer has established the Subdivision by carrying out a general uniform plan of development and improvement for the Longhorn Ranch Subdivision to insure and maintain its suitability for private and residential purposes, to protect and benefit each and every purchaser, owner or grantee of herein and enhance the value of the land located in said Subdivision.

NOW, THEREFORE, this Subdivision is subject to the covenants, restrictions, and conditions, to wit:

1. Covenants Running With the Land. These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring property in said Subdivision whether by decent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of any tract or parcel of land or entering into a contract for the purchase of the same shall thereby agree and covenant to abide by, and fully perform all the foregoing restrictions, covenants, and conditions. These covenants shall be binding for a period of twenty (20) years from the date they are filed for recording in the Official Public Records of Gillespie County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term for 3 (three) successive periods of ten (10) years each. The record owners of legal title of eighty (80%) percent of the Tracts as shown by the Official Public Records of Gillespie County, Texas, may amend or change the said covenants in the whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and recording of the same in the office of the County Clerk of Gillespie County, Texas. A copy of any change or amendment to these Restrictions or Covenants and Conditions shall all be forwarded by prepaid mail to all owners by the Developer or the land owners initiating the change. Failure to furnish and copy shall not affect the validity of such amendment.

2. Definitions. The following words shall have the following meanings in construing the restrictions, covenants, and conditions:

2.1 Longhorn Ranch Subdivision - shall mean and refer to that subdivision of Gillespie County, Texas, recorded in Official Public Records of Gillespie County, Texas, and designated according to the original plat, excluding Tract 28.

2.2 Purchaser - shall mean and refer to the person or persons, entity or entities who have entered into a contract for purchase of a tract of land with the Developer as the original party, or a person or entity who owns record title to a tract.

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2.3 Residence - shall mean and refer to a permanent structure or mobile home erected on a tract for the use of a single family dwelling.

2.4 Building Board - shall mean and refer to the Longhorn Ranch Building Board composed of three (3) members appointed by Ranch Enterprises, Ltd. during the first five (5) years, who shall review plans for construction prior to construction of any building, residential or out-building and shall determine whether or not such specifications and plans are not in violation of any of these restrictions, covenants, or conditions.

2.5 Tract - shall mean and refer to the lot, acreage of land conveyed or contracted for by the purchaser, purchaser's executor, beneficiaries or assigns, excluding Tract 28 of Longhorn Ranch which does not apply to these Restrictions.

3. Non Commercial Use of Tracts. None of said Tracts, or improvements erected thereon, shall be used for any purpose other than a private family residence with usual and customary accessory buildings, such as, but not limited to garages, guest cottages, and servant's quarters. No Tract, or improvement thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser from rendering professional services of purely personal nature so long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.

4. Architectural Control. There is hereby established a Building Board which shall determine if the plans and specifications for any structure on any Tract meet the requirements of these restrictions and determine if the appearance, design, and quality of the workmanship and materials are in harmony with the purposed scheme or plan of development of the Subdivision. Plans and specifications shall, as a *minimum*, describe the building to be placed or constructed as well as the materials to be used on the exteriors. The initial Building Board shall consist of Michael Krause, Jeana Krause and David Lehmann. The Building Board will consist of three (3) members, who each serve a five (5) year term, thereafter the Board members will be elected by majority vote of the Owners.

5. Cattle Guard at Entrance. Longhorn Ranch subdivision is a community with an existing livestock exemption and loose livestock necessitating a cattle guard at the main entrance.

6. Construction of Buildings and Other Structures and Underground Storage. All building and structures on each Tract shall be architecturally acceptable by the Building Board. No unpainted metal or fiberglass structure shall be placed on any said Tracts for use as an accessory building. No tower of any kind, including without limitation, radio, microwave, cellular telephone and television towers, shall be erected, maintained or permitted on any portion of the Property. No underground storage tanks for the storage of gasoline, diesel fuel, oil or any other petroleum product or any other hazardous substance, shall be permitted upon any portion of the Property.

7. Substandard Structures, Travel Trailers and Other Vehicles. No tent or substandard structure of any character may be placed, constructed or maintained on any said Tracts, nor shall a travel trailer or any structure of temporary character be used as a residence thereon unless it is during the construction of the residence and the Building Board or Developer has consented to it in writing. Storage of a travel trailer is permitted provided the travel trailer is not in a condition or location to adversely affect the value of the adjoining property. Vehicles and boats which are not in running order shall not be kept on the Property unless such vehicle is in a closed garage. All other vehicles shall be parked in a neat and orderly fashion. Any delivery truck, or truck other than a pick-up truck, shall be parked behind the residence so as to minimize their appearance from the front of the road.

8. Size and Type of Building. Not more than one single family residence shall be placed or constructed on any Tract herein contracted or conveyed, and no single family residences shall be constructed thereon which contains less than one thousand four hundred (1,400) square feet of living area. An Owner may also construct one or more guest homes and other related improvements on a Tract, as long as such improvements are for the personal use of the Owner and temporary guests or invitees of the Owner. Newer Manufactured Dwelling Houses (or houses which are not more than five years old) of not less that one thousand four hundred (1,400) square feet of air conditioned and heated space are permitted. These houses must have their tongues and axles removed, and be permanently attached to permanent foundations. A Manufactured Dwelling House must be skirted with a 100% masonry skirting (excluding Hardiplank and other like type concrete board and plank products). Houses in this category must also have a front porch that has been approved by the Building Board. Single wide homes are specifically excluded. Any manufactured home moved onto the property must be set-up and finished in compliance with these Restrictions within ninety (90) days of delivery. The exterior of all buildings must be completed within one year of arrival of building materials and commencement of structure.

9. Setback Lines. Minimum depth of the building setback lines from the roads fronting the Tracts in Longhorn Ranch shall not be less than one hundred (100) feet, and not less than fifty (50) feet from side tract lines, and not less than fifty (50) feet from the back lines. There can be no variations from this paragraph unless said Longhorn Ranch Building Board, prior to any such construction, grants permission in writing.

10. Easements. Perpetual easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. These easements are for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any tree which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress for the employees of the utilities owning said lines. Said easements are to also extend along any owner's side and rear property lines. It is understood and agreed that it shall not be considered a violation of the easement if the wires or cables carried by such poles passes lines over some portion of said Tracts not within the 15 foot wide strip as long as such lines do not prevent the construction of building on said Tract.

11. Animals and Hunting. No feedlots shall be allowed; and specifically, no swine shall be permitted unless it is in connection with a school project, Future Farmers of America or 4-H Club project. Household pets should be maintained in a sanitary and quiet manner. Dogs must be contained within the owner's property. Horses, cattle, sheep and goats may be kept and maintained on the Tract, but the number of animals is limited to one (1) animal for each two (2) acres of land within the Tract. A variance may be requested for increased numbers of livestock. The variance must be in writing and submitted to the Building Board. The variance may be granted by the Building Board after review and acceptance of a property plan indicating how additional animals would enhance the property and neighboring properties. Hunting with centerfired rifles and/or high powered rifles is prohibited on properties of less than twenty (20) contiguous acres owned by a single owner. No hunting blinds or feeders are allowed within 100 feet of any property line.

12. Sanitation and Sewage. No outside toilets will be permitted. No installations of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches, or water bodies. No septic tank or sewage disposal may be installed without prior approval of the proper governmental authorities. All State, County, and public health and sanitation statutes, rules, ordinance, and regulation must be complied with at all times.

13. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed or allowed to remain upon any Tract, vacant or otherwise. No building material of any kind or character shall be placed upon the property until the owner is ready to commence improvement, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. The Building Board shall determine noxiousness or undesirability and decision shall be conclusive on all parties.

14. Signs. No sign or advertising device may be displayed on any Tract, except in the event of sales. There may be only one (1) for sale sign of no more than five (5) square feet. The Developer is allowed larger signage.

15. Subdividing. No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without the consent of the Developer in writing.

16. Property Owners Association. At such time as the Developer may determine at the Developer's sole discretion, Developer shall have the authority to notify each tract owner of the time, date and location of a meeting of all property owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the tract owners in attendance at such meetings, or by written proxy, shall be sufficient to transact business at such meeting. Each tract owner, including Developer, attending or represented by written proxy at such meetings, shall have one vote for each tract owned by such owner on all business to come before the meeting. Thereafter such Association shall have the power, authority and obligation to maintain and administer the obligations of these restrictive covenants and the fiscal and administrative responsibility to maintain the community entrance.

17. No Deviation Allowed. No deviation of any kind shall be permitted from these restrictions and protective covenants unless the Building Board or the Developer grants permission in writing.

18. Existing Structures and Buildings. In the event that buildings and other structures ("Existing Structures") are situated on the Property as of the date of restrictions and such Existing Structures are not in compliance with these restrictive covenants and conditions, then such Existing Structures are "grandfathered" and a variance is hereby granted to the extent of such noncompliance of the Existing Structures as of the date of these restrictions; provided that this variance applies only to the Existing Structures and if any such Existing Structure is destroyed, raised or removed from the Property, then and in such event, the variance herein granted shall terminate.

19. Grazing Lease. There exists a grazing lease on the Subdivision. Livestock may be present on any portion of the Subdivision. Existing sources of water may be used for said livestock. Future property owners have no obligation to continue this lease and may cancel the lease on their Tract by constructing a fence that meets local standards and is adequate to keep Lessee's livestock off their property. Future property owners shall give Lessee

thirty (30) days advance notice that they wish to not participate in the lease. If Future property owners desire to remove or alter any existing fences on their Tract, then the Lessee shall be notified in advance in order to maintain control of the livestock.

20. Separability of all Terms and Provisions. If any term or provision of these restrictions is held invalid, then the remaining terms shall continue to be valid and enforceable. Any failure of the Building Board to seek enforcement of any term of the restrictions shall not constitute a waiver of any rights to do so in the future.

21. Enforcement. The Developer, Building Board and every owner of a Tract in this subdivision shall have the right to prevent the violation of any restriction by injunction or other lawful procedure and to recover any damages resulting from such a violation. Damages for the purpose of this paragraph shall include court cost and necessary attorney fees.

22. Interpretation. The right is expressly reserved to the Developer, its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions.

23. Abatement and Removal Violation. Violation of any restriction or condition or breech of any covenant herein contained gives the Building Board, or its agents, in addition to other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, and removal. Any costs or expense incurred in the process of abatement and removal of said violation will be the responsibility of the property owner.

Witness my hand this the 11th of October, 2007.

RANCH ENTERPRISES, LTD., A TEXAS LIMITED PARTNERSHIP,
ACTING BY ITS GENERAL PARTNER,
SOUTHERN LAND DEVELOPMENT, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY

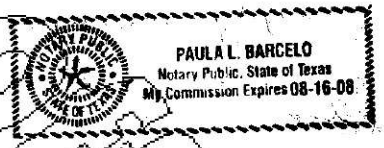
BY: _____
DAVID LEHMANN, PRESIDENT AND MEMBER OF SOUTHERN LAND DEVELOPMENT, L.L.C.

STATE OF TEXAS *
*
COUNTY OF KERR *

This instrument was acknowledged before me on the 11th day of October, 2007, by DAVID LEHMANN, President and Member of SOUTHERN LAND DEVELOPMENT, L.L.C., a Texas

Exhibit "B" Document

Limited Liability Company, as the General Partner of RANCH ENTERPRISES, LTD., a Texas Limited Partnership,, on behalf of said Limited Liability Company and Partnership.



Paula L. Barcelo
Notary Public, State of Texas
My Commission Expires: 8/16/08
Paula L. Barcelo
Notary's Typed/Printed Name

AFTER RECORDING RETURN TO:

Ranch Enterprises, Ltd.
P. O. Box 291589
Kerrville, Texas 78029

PREPARED IN THE LAW OFFICE OF:

Robert J. Parmley
222 Sidney Baker South, Suite 615
Kerrville, Texas 78028

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

October 11, 2007 11:17:18 AM

FEE: $35.00 20075737

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Official Document