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WEST OAK ESTATES RESTRICTIONS

That KIDCO ENTERPRISES, a Texas General Partnership composed of DAVID A. LEHMANN, LINDA L. LEHMANN, MARIBESS LEHMANN MILLER, GUSSIE EUJEANA LEHMANN KRAUSE, and GUS REAGAN LEHMANN, being the sole owners and developers of WEST OAK ESTATES, in Gillespie County, Texas, (hereinafter "Grantors") do hereby restrict WEST OAK ESTATES, as hereinafter set forth, which restrictions shall be binding upon the Grantee of the lots in said subdivision, and his or their heirs, assigns, successors and administrators, to-wit:

1. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in this development, it is agreed to change said covenants in whole or in part.

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

3. Construction of Buildings and Other Structures. All buildings and structures on each Tract shall be architecturally acceptable by the Grantors or their assigns. No unpainted metal or fiberglass structures of any character may be placed, constructed or maintained on any of said Tracts. The exterior of houses built in WEST OAK ESTATES shall be 60% masonry. Any house built shall have an attached or semi-attached garage or carport. No mobile homes will be allowed. Variances in the above restrictions may be allowed by written permission of Grantors only.

4. Setback Lines. The minimum depth of building setback lines from the property line fronting the road(s) in WEST OAK ESTATES shall be not less than fifteen (15) feet, and not less than six (6) feet from side tract lines. Any construction of roads, driveways, or culverts within the main road easement shall be to Gillespie County specifications. There can be no variations unless permission is granted in writing by the Grantors or their assigns.

5. Animals and Hunting. No animals except household pets shall be allowed and specifically no swine shall be permitted. All dogs must be kept confined by leash or within a fenced-in enclosure at all times. NO HUNTING OF ANY NATURE WILL BE ALLOWED.

6. Sanitation and Sewerage. No outside toilets will be permitted and no installations of any kind for 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. All State, Gillespie County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times. No private water wells shall be allowed.

7. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped, disposed of, or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, 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. Absolutely no unused, abandoned, or wrecked vehicles will be allowed on any lot in WEST OAK

ESTATES.

8. Signs. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet. This does not apply to the initial sale of the tracts by the Grantors or their assigns.

9. Subdividing. No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without consent of the Grantors in writing. In addition, no roadway or water line easement may be provided across or through any tract in WEST OAK ESTATES without written permission of Grantors.

10. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof, shall be held invalid, all other terms and provisions of this instrument, or the application thereof, shall not be affected thereby, nor shall any failure of the Grantors to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

11. Enforcement. The Grantors and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

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12. Interpretation. The right is exclusively and expressly reserved to the Grantors and their successors and assigns, to interpret any and all conditions, limitations, and restrictions contained in these restrictions, but such right shall be without prejudice to the rights of enforcement prescribed in paragraph 11 above.

13. Abatement and Removal of Violation. Violation of any restriction or condition, or breach of any covenant herein contained, shall give the Grantors or their agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Grantee or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any trees which at the time may interfere or threaten to interfere with the maintenance of such lines, with the right to ingress and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any owner's side and rear property lines in case of fractional tracts.

It is understood and agreed that it shall not be considered a violation of the provisions of this easement, if wires or cables carried by such pole lines pass over some portion of said tracts not within the ten (10) foot wide strip, as long as such lines do not prevent the construction of buildings on any tracts in this development.

The above restrictions, covenants and conditions shall be enforceable by injunction or any other remedy provided by law, all of which remedies are to be cumulative by said developer or any person who may purchase or own any tract or parcel of land situated in WEST OAK ESTATES.

The water system in WEST OAK ESTATES is owned and operated by West Oak Heights Water Company, Box 216, Harper, Texas 78631.