

HILL COUNTRY RANCHES DEED RESTRICTIONS

These deed restrictions ARE CURRENTLY IN FORCE in the Hill Country Ranches community! The restrictions shown here were voted on by residents and then filed for Blanco and Hays Counties in May of 2005. They are currently valid. Please consult your attorney as to how they may apply to you and if you are in violation.



01) All tracts shall be used solely for residential purposes, except tracts designated for business purposes provided, however, no business shall be conducted on any of these tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration; and provided further that the Grantor expressly reserves the right until January 1, 1975, to vary the use of any property notwithstanding the restrictions embodied in this conveyance, should Grantor in its sole judgment deem it in the best interests of the property to grant such variances. The granting of any such variance by the Grantor shall be specifically stated in both the contract of sale and Grantor's deed conveying said tract or tracts.

02) Tracts designated as business may be used either for residential or business purposes provided, however, that if used for a business the nature and purpose of the business use shall first be approved in writing by Grantor, its successors, assigns or designees. No tract may be subdivided unless written approval is given by the Grantor, its assignees or designees.

03) No building other than a single family residence containing not less than 900 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential tract and no garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved on to the property. Servants quarters and guest houses may be constructed to the rear of permanent residence. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.

04) No improvements shall be erected or constructed on any tract nearer than 50 feet to the front property line nor nearer than 5 feet to the side property line, except that in the case of corner tracts, no improvements shall be erected or constructed within 10 feet of side property line adjacent to the streets.

05) No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by the Grantor, or such nominee or nominees as it may designate in writing.

06) No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with paragraph 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the Grantor and the local Department of Health. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Grantor.

07) An assessment of \$20 annually per tract owner, (which may be paid semiannually or annually), shall run against each tract in said property for the use and maintenance and operating costs according to rules and regulations of Grantor. The decision of the Grantor, its nominee or consignee with respect to the use and expenditure of such funds shall be conclusive and the Grantees shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable to the Grantor in San Antonio, Texas, on the 1st day of June of each year, commencing June 1, 1972, or to such other persons as Grantor may designate by instrument filed of record in the Office of the County Clerk of Blanco Hays County, Texas. In cases where one owner owns more than one (1) tract there will be only one (1) assessment for such owner. Provided, however, that if such an owner should sell one or more of his tracts to a party who theretofore did not own property, then said tract or tracts so transferred shall thereafter be subject to the lien provided herein.

08) No noxious, offensive, unlawful or immoral use shall be made of the premises.

09) No hogs or goats of any kind shall be raised, bred or kept on any tract, dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

10) All covenants and restrictions shall be binding upon the Grantees or their successors, heirs or assigns. Said covenants and restrictions are for the benefit of the entire property.

11) The Grantor reserves to itself, its successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Grantor to supply such services.

12) All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

13) All mineral in, on and under the above described property are excepted from this conveyance and are hereby reserved to Grantor.

14) No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as Grantor in its best and sole judgment deems such storage to be in the best interest of the property.

15) These restrictions are to run with the land until June 1, 1995, provided, however that the record owners of a majority of the tracts shall have the power through a duly recorded written instrument to extend this covenant for extensive ten (10) year periods from and after June 1, 1995.

16) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.