

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

FOR

TWIN SISTERS ESTATES, UNIT I & II

STATE OF TEXAS

COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, SUTTON PROPERTIES, INC., a Texas Corporation hereinafter called the "Corporation", is the owner of all that certain real property located in Blanco County, Texas, described as follows:

Lots Six Hundred Fifty (650) thru Seven Hundred Twenty (720) of Unit I, TWIN SISTERS ESTATES SUBDIVISION, Blanco County, Texas, according to the map or plat thereof recorded in Volume 1, Page 75, Plat Records of Blanco County, Texas and Lots Seven Hundred Twenty-One (721) thru Eight Hundred Sixty-Five (865) of Unit II, TWIN SISTERS ESTATES SUBDIVISION, Blanco County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 87, 88 and 89, Plat Records of Blanco County, Texas, to which plat and the record thereof reference is here made for a fuller description of said Subdivision;

AND WHEREAS, the Corporation will convey the above described properties, subject to certain protective covenants, conditions, restrictions, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof:

1. The property herein described shall be used solely for new one family residential purposes. All other tracts shall be used solely for residential purposes, except tracts designated on the subdivision plat for business purposes; provided, however, no business shall be conducted on any of said tracts, which is noxious or harmful by reason of the emission of odor, dust, smoke, gas or fumes, noise or vibration; provided, further, however, that Seller reserves the right until January 1, 1985, to vary the use of any property notwithstanding the restrictions embodied in this contract, should Seller in its sole judgment deem it in the best interests of the property to grant such variances. The granting of any such variances by Seller shall be specifically stated in the deed conveying said tract or tracts. Seller reserves to itself, its successors, and assigns, the right to change the purpose of any unsold tract from residential to any other purpose, however, when a tract has been sold or is committed to a contract of sale and designated for residential purposes then this reservation as to such tract shall cease and the tract shall only be used for residential purposes.

2. No hogs 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 purpose.

3. No noxious, offensive, unlawful or immoral use shall be made of any tract.

4. No improvements shall be erected or constructed on any tract nearer than fifty (50) feet to the front property line nor nearer than thirty (30) feet to the side property line.

5. 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 materials shall be kept in a clean sanitary condition. No junk, wrecking or auto storage yard shall be located on any tract. No advertising or "For Sale" sign shall be erected on any tract without written approval of Seller.

6. No removal of trees nor excavation or removal of any soil, subsurface matter or any other materials other than for landscaping construction of buildings, driveways, etc., will be permitted without the written permission of Seller.

7. Seller reserves to itself, its successors and assigns, an easement or right-of-way over a ten (10) foot strip along the side, front and rear boundary lines of the tract or tracts herein described 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, 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 Seller to supply such services (Should a utility pipeline be installed in the rear property easement as herein reserved, Purchaser agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipeline.)

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

9. In the event of transfer or assignment of this contract, which can be done only with the consent of Seller in writing, the assignee shall succeed to all of the rights and liabilities of the Purchaser. In the event Seller should consent to such an assignment, a transfer fee of \$25.00 will be payable by Purchaser to Seller.

10. No hunting tower or hunting blind may be erected or placed on any tract the height of which exceeds six (6) feet without first getting the written approval of Seller. Buyer grants permission to Seller, or its agents, or employees to come on the tract at any time for the purpose of inspecting the construction of such a blind and Seller is granted the authority to remove such if the tower and/or blind is in violation with this covenant.

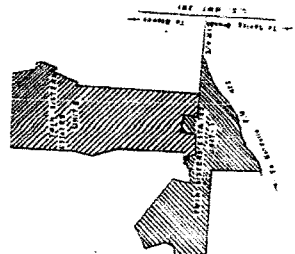
11. The restrictions herein contained shall run with the land until June 1, 2000, provided, however, that the record owners of a majority of the tracts subject to these restrictions shall have the power through a duly recorded written instrument to extend these restrictions for successive ten (10) year periods from and after the aforesaid date.

12. Invalidity 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.

FILED FOR RECORD MAY 15th, 1984 at 8:45 A.M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED MAY 15th, 1984, at 9:38 A.M.

Exhibit "A"

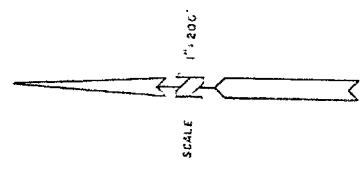
LOCATION MAP
NOT TO SCALE



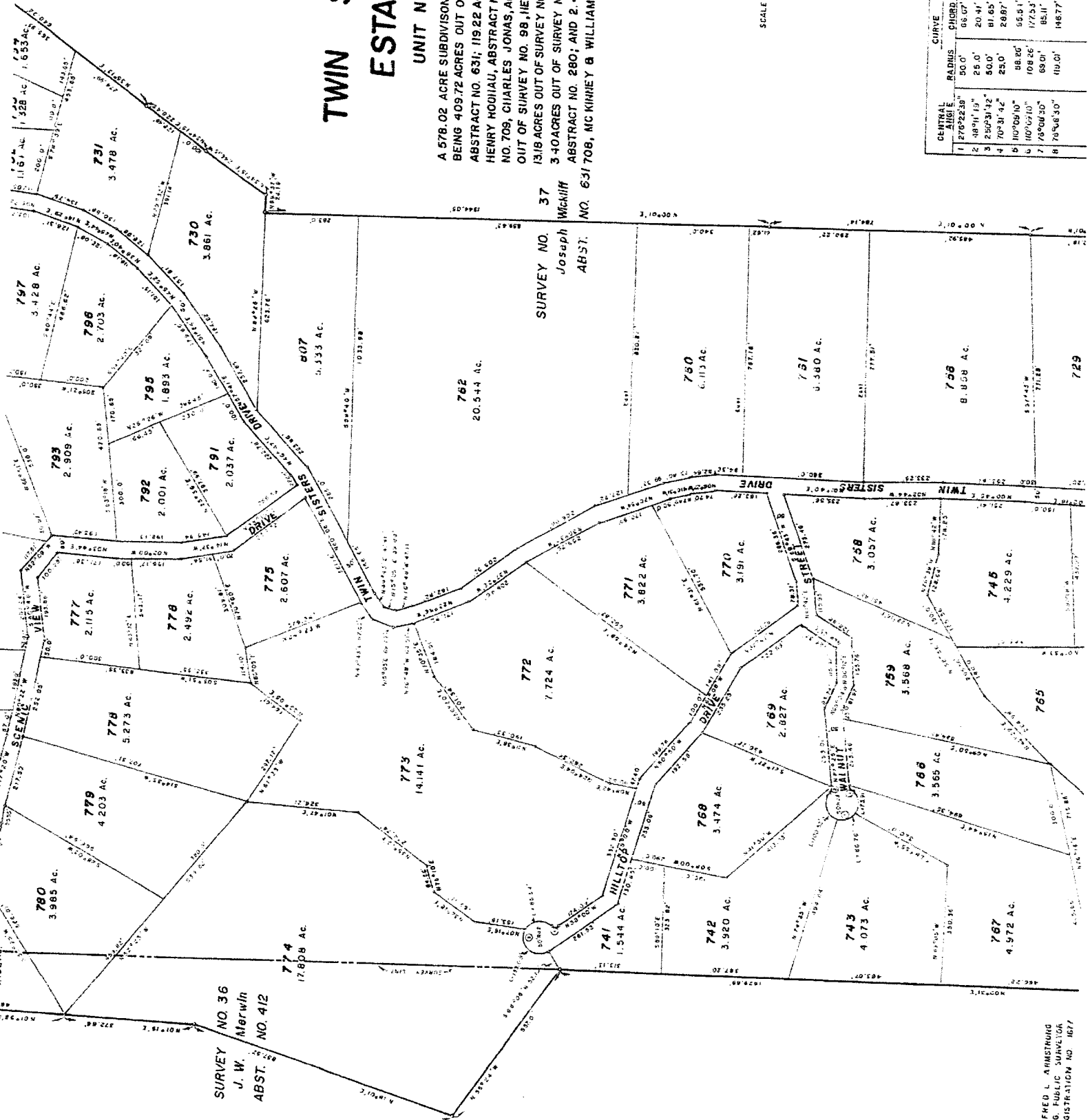
TWIN SISTERS ESTATES

UNIT NO. 2

A 578.02 ACRE SUBDIVISION IN BLANCO COUNTY, TEXAS AND BEING 409.72 ACRES OUT OF SURVEY NO. 37, JOSEPH WICKLIFF ABSTRACT NO. 631; 119.22 ACRES OUT OF SURVEY NO. 51/2 HENRY HOCHAU, ABSTRACT NO. 719; 20.50 ACRES OUT OF SUR. NO. 709, CHARLES JONAS, ABSTRACT NO. 330; 9.55 ACRES OUT OF SURVEY NO. 98, HENRY SCHMIDT, ABSTRACT NO. 972; 13.18 ACRES OUT OF SURVEY NO. 36, J.W. MERWIN, ABSTRACT NO. 412 3-40 ACRES OUT OF SURVEY NO. 28, JAMES HALFPENNY, ABSTRACT NO. 280; AND 2.45 ACRES OUT OF SURVEY NO. NO. 631 708, MC KINNEY & WILLIAMS, ABSTRACT NO. 420.



CENTRAL ANGLE	RADIUS	CHORD	LENGTH	TANGENT
1 276°22'39"	50.0'	66.07'	241.19'	447.2'
2 48°11'19"	25.0'	20.41'	21.03'	11.16'
3 250°31'42"	50.0'	81.65'	218.62'	70.71'
4 70°31'42"	25.0'	28.87'	30.77'	17.66'
5 10°08'10"	88.26'	55.51'	112.01'	83.43'
6 10°08'10"	108.26'	69.01'	177.53'	105.08'
7 78°00'30"	69.01'	85.11'	81.71'	54.05'
8 78°00'30"	110.01'	146.77'	158.16'	93.22'



SURVEY NO. 36
J. W. Merwin
ABST. NO. 412

SURVEY NO. 37
Joseph Wickliff
ABST.