

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

SUNSET CANYON SECTION V

THAT THE JACKSON CO., a Texas Company of Hays County, Texas, being the owner of 499.8735 acres, conveyed to it by deed in Volume 472, Page 324-330 of the Deed Records of Hays County, Texas, and 4.2505 acres being a thirty (30) foot strip of land shown as a road easement on the recorded plat of Sunset Canyon Sec. 1 as recorded in Plat Book 2 pages 285-290 of the Plat records of Hays County, Texas, BEING 169.046 ACRES OUT OF THE H. BRASHE SURVEY, 94.49 ACRES OUT OF THE JOHN PITTS SURVEY NO. 48, 79.04 ACRES OUT OF THE F.A. JOLLY SURVEY NO. 137, AND 13.36 ACRES OUT OF THE WILLIAM WALKER SURVEY NO. 130, IN HAYS COUNTY, TEXAS according to the Map or Plat thereof of record in Vol. 3 at Pg. 284-289 of the Hays County Plat Records, said subdivision consisting of Lots Nos. SEVEN HUNDRED EIGHTY-SIX (786) thru ONE THOUSAND SEVENTY-FIVE (1075), in consideration of the enhancement in value of the said property by reason of the premises, does hereby impress the subdivision and each lot therein with the following restrictions, which restrictions are hereby declared to be a part of a general and comprehensive plan for the development of the subdivision:

1. No swine shall ever be permitted on the said premises.
2. No tract will be resubdivided in less than 2½ acre tracts.
3. No part of said property shall be used or maintained as a dumping ground for sanitary containers: all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
4. No trailer, motor home, mobil home, basement, tents, shacks, garage, barn or other out buildings erected on said property shall at any time be used as a residence temporarily or permanently: nor shall any structure of a temporary character be used as a residence.
5. No noxious or offensive activity shall be conducted upon any part of this property, nor shall any activity, trade or undertaking be done thereon which may constitute a nuisance.
6. All sanitary regulations and requirements set forth by the public health authorities of the County of Hays, State of Texas, shall be strictly complied with. No outside toilets shall be erected, placed or used upon the premises, but a septic tank and sufficient field line of approved character shall be installed to accomodate the sewerage.
7. Purchaser in the subdivision shall be responsible for all installation of septic tank systems and/or water well which they may desire or governmental authorities may require.
8. No part of this property shall be used for the sale, display or storage of junk, used automobiles, or any activity that shall constitute a public nuisance, and no building used for residence may be constructed of tin, iron or metal. Tin or metal roofs used for home construction must be painted a color other than silver.
9. All buildings erected on the premises shall be of new construction and materials. No building or portion of building of old material may be moved into said subdivision.
10. No residence shall be erected having less than eighteen hundred (1800) square feet of floor space of living area in the main building, excluding garage and storage rooms. All Main buildings shall have at least one-half (½) thereof of masonry construction. No cinderblock, earth shelter, underground, or dome houses shall be constructed on lots SEVEN HUNDRED EIGHTY-SIX (786) thru ONE THOUSAND THIRTY-ONE and lots ONE THOUSAND THIRTY-SIX (1036) thru ONE THOUSAND SEVENTY-FIVE (1075).
11. No more than one residence shall be erected per lot.

Real Property Records
Hays County Texas

- 12. All fences shall be erected of wood, rock, chain link or decorative iron. All fence from front of house to street, or side of house to street, or corner lot shall be no more than forty-eight inches (48") tall.
- 13. No mobile home, motor home or trailer to be used as a construction office during building of home.
- 14. No part of any said property shall ever be used for business or commercial purposes, except on lots 1032 thru 1035. No signs will be displayed (other than Real Estate signs) on any lot.
- 15. No buildings shall be located on any lot or tract less than fifty (50) feet from front property line. No structure shall be located nearer than fifty (50) feet to any side street, and not less than 10 feet from side property line.
- 16. All plans and specifications to be approved by THE JACKSON COMPANY.
- 17. Lot must be free and clear of all liens before Seller will issue a Warranty Deed. No actual home construction can begin until then and can not take more than (12) months to complete.
- 18. No lot shall be used for a private or public drive or road lead- to any tract of land other than the lots in SUNSET CANYON V.
- 19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from recorded date. These covenants shall be automatically extended for successive periods of (10) years un- less an instrument signed by seventy-five (75%) of the owners of said land has been recorded agreeing to change said covenants in whole or part.
- 20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 21. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any of the other provisions all which shall remain in full force and effect.
- 22. No discharge of firearms except in self-defense.

WITNESS our hand this 10th day of April 1985 A.D.

Larry O. Jackson
LARRY O. JACKSON

Terry J. Jackson
TERRY J. JACKSON

THE JACKSON COMPANY
L.O. Jackson
L.O. JACKSON

Jerry D. Jackson
JERRY D. JACKSON

undersigned authority, on this day personally appeared LARRY O. JACKSON, TERRY J. JACKSON and JERRY D. JACKSON, a partnership, the persons whose names are subscribed to the forgoing in- acknowledged that they executed the same for the purposes and herein expressed, in the capacity therein stated and as the act- ed partnership.

STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORD of Hays County, Texas, as stamped herein by me.

APR. 23 1985

Hilda Garcia
Notary Public in and for Hays County, Texas

Clayton
COUNTY CLERK

HILDA GARCIA
NOTARY PUBLIC FOR HAYS
COM. EXP. MAY 24 1987

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37.00

231099

STATE OF TEXAS () SUPPLEMENTAL RESTRICTIONS FOR
()
()
COUNTY OF HAYS () SUNSET CANYON SECTION 5

607 685

KNOW ALL MEN BY THESE PRESENTS:

The undersigned parties, comprising more than seventy-five percent (75%) of the lot owners of all lots contained within SUNSET CANYON, SECTION 5, a subdivision in Hays County, Texas, do hereby supplement the restrictive covenants filed in Volume 523, Page 771-772, of the Deed Records of Hays County, Texas.

RECITALS

(1) The restrictions contain herein are intended to supplement those restrictions previously filed in Volume 523, Page 771, Deed Records of Hays County, Texas.

(2) The undersigned own not less than seventy-five percent (75%) of all of the lots in Sunset Canyon, Section 5, a subdivision in Hays County, Texas, consisting of lot numbers seven hundred eighty-six through one thousand seventy-five according to the map or plat of such subdivision of record in Volume 3, Pages 284-289, Plat Records of Hays County, Texas.

Now, therefor, in consideration of the enhancement in value of the lots contained within Sunset Canyon, Section 5, by reason of the premises, each of the undersigned does hereby impress the subdivision and each lot therein with the following restrictive covenants, which covenants are hereby declared to be a part of a general and comprehensive plan for the development of the subdivision:

(1) No livestock, including but not limited to, cattle, hogs, horses, goats, sheep, poultry or other wild or domestic animals other than dogs and cats, shall be permitted on any lot.

(2) These restrictive covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date of recording. These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy-five percent (75%) of the owners of the lots contained within Sunset Canyon, Section 5, has been recorded agreeing to change or modify these covenants in whole or in part.

(3) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or to recover damages.

(4) Invalidation of any of these covenants by judgment or other court order shall in no wise affect any of the other provisions all of which shall remain in full force and effect.

WITNESS our hand this 8th day of August, 1985.

Brian D. Caswell
BRIAN D. CASWELL
(Lot 962)

Maria A. Caswell
MARIA A. CASWELL
(Lot 962)

Terry J. Jackson
TERRY J. JACKSON
(Lot 856)

Gary Colvin
GARY COLVIN d/b/a
GARY COLVIN CUSTOM HOMES
(Lot 814)

DSTC #900 #3020

310165

883 · 434

AMENDMENT TO RESTRICTIVE COVENANTS OF SUNSET CANYON SECTION FIVE

THE STATE OF TEXAS)

THE COUNTY OF HAYS)

WE, the undersigned, being the owners of at least seventy-five percent (75%) of the lots in SUNSET CANYON SECTION FIVE, a subdivision as recorded in Volume 3, Pages 284-289, Plat Records of Hays County, Texas, do hereby amend Paragraph 15 of the restrictions recorded in Volume 513, Page 771, Real Property Records of Hays County, Texas, to read as follows:

15. No building shall be located on any lot or tract less than fifty feet (50') from the front property line; No structure shall be located nearer than fifty foot (50') to any side street, and not less than ten (10') feet from side property lines. This provision, as it relates to side property lines, shall not apply to an individual who owns two or more adjoining lots, and shall not prohibit the construction of a single family residence along the common lot line of two lots when owned by a common owner.

This amendment is made without affecting the validity of any other restrictive covenants upon the subject property.

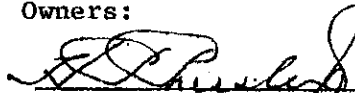
EXECUTED as of the date of our acknowledgments.

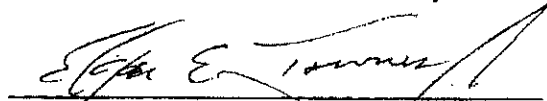
Lots Owned:

Lots 786, 787, 789-792, 794, 795, 797-800, 802-807, 819, 821, 825, 828-831, 833-851, 855, 856, 860-878, 880-886, 888, 890, 891, 893-896, 899-904, 906, 907, 912-917, 919, 920, 922-927, 929, 930, 935, 936, 938, 940-954, 956, 957, 959-961, 968-970, 975-981, 988-990, 996-1020, 1022-1035, 1037-1042, 1045-1056, 1058-1075

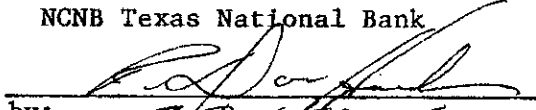
Lots 801, 809-811, 820, 823, 824, 852, 854, 887, 905, 931, 934 967, 972, 973, 982, 984, 986, 987

Owners:


H. P. PRESLAR, JR. AS TRUSTEE
E. E. TOWNES TRUSTS NOS. 2, 3 & 4


EDGAR E. TOWNES, JR. AS TRUSTEE
E. E. TOWNES TRUSTS NOS. 2, 3 & 4

NCNB Texas National Bank


by: R. D. H. H. H. H. H.
Vice President

FILED
HAYS COUNTY, TEXAS
'91 JUL 26 PM 1 18
County Clerk

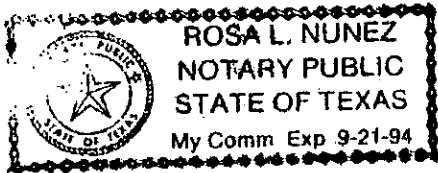
OFFICIAL PUBLIC RECORDS
Hays County, Texas

(corporate acknowledgment)

THE STATE OF TEXAS)

THE COUNTY OF Harris)

This instrument was acknowledged before me this 19 day of July, 1991 by _____ as _____ of NCNB Texas National Bank, a National Association, on behalf of said Association.



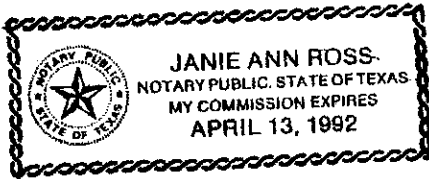
Rosa L. Nunez
Notary Public, State of Texas

(acknowledgment)

THE STATE OF TEXAS)

THE COUNTY OF Harris)

This instrument was acknowledged before me this 28th day of June, 1991 by EDGAR E. TOWNES, JR., as Trustee of the E. E. TOWNES TRUSTS NOS. 2, 3 & 4.



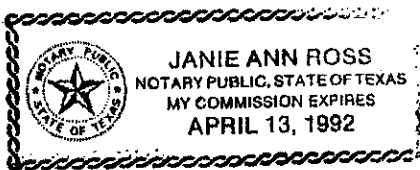
Janie Ann Ross
Notary Public, State of Texas

(acknowledgment)

THE STATE OF TEXAS)

THE COUNTY OF Harris)

This instrument was acknowledged before me this 28th day of June, 1991 by H. P. PRESLAR, JR., as Trustee of the E. E. TOWNES TRUSTS NOS. 2, 3 and 4.



Janie Ann Ross
Notary Public, State of Texas

(acknowledgment)

THE STATE OF TEXAS)

THE COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 1991 by _____.

Notary Public, State of Texas

Lot # 932

Owners:

Linda C. Brown

Lot # 933

Owners:

Linda C. Brown

Lot # _____

Owners:

Lot # _____

Owners:

Lot # _____

Owners:

Lot # _____

Owners:

Lot # _____

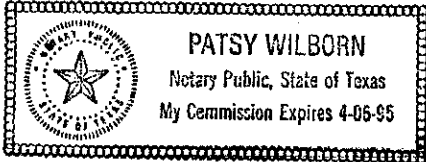
Owners:

(acknowledgment)

THE STATE OF TEXAS)

THE COUNTY OF Hays)

This instrument was acknowledged before me this 9 day of July, 1991
by Linda C. Brown



Patsy Wilborn
Notary Public, State of Texas

(acknowledgment)

THE STATE OF TEXAS)

THE COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 1991
by _____

Notary Public, State of Texas

(acknowledgment)

THE STATE OF TEXAS)

THE COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 1991
by _____

Notary Public, State of Texas

(acknowledgment)

THE STATE OF TEXAS)

THE COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 1991
by _____

Notary Public, State of Texas

