

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

THAT 4-J LAND COMPANY, INC., a Texas Corporation, being the owner of all the lots in SUNSET CANYON, a subdivision of portions of the H. BENSON SURVEY #137, JAMES BRACKEN SURVEY #134, WILLIAM WALKER SURVEY #130 and the I.B. & N.R.R.CO. SURVEY in HAYS COUNTY, TEXAS, according to the Map or Plat thereof of record in Volume 2 at Pgs. 285-290 of the Hays County Plat Records, said subdivision consisting of Lots Nos. TWO-HUNDRED-THIRTY-FOUR (234) thru FOUR-HUNDRED-THIRTY-NINE (439), 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 five (5) 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, mobil home, basement, tents, shack, 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 of 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. Until property is properly fenced no livestock shall be permitted and then no more than one (1) per lot or one (1) per two and one-half (2½) acres of land, and only on lots listed here: (Lot nos. 242-274, 276-295, 433-439). All livestock must be kept in a fenced area located at the back of the home, exception being where home owner owns the adjacent lot, and then only the back one-half (½) of the adjacent lot may be used for livestock. Under no circumstances shall livestock be kept at the front of the property, except on Lot #283 grazing may be permitted on entire lot. Livestock consists of horses, cows, sheep or goats.

DEEDS  
Hays County, Texas

10. 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.
11. No residence shall be erected having less than sixteen hundred (1600) 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.
12. All fences from front of house to street or side of house to street if on a corner lot shall be erected of wood, rock or chain link. Except Lot #283 where decorative fence is required and only fifty (50) feet from street on south property line and two hundred (200) feet from street on north property line.
13. No more than one residence shall be erected per lot.
14. No part of any said property shall ever be used for business or commercial purposes. No signs will be displayed (other than Real Estate signs) on any lot, Except Lots # 296-299.
15. No buildings shall be located on any lot or tract less than fifty (50) feet from front property line, not less than ten (10) feet from side property line. No structure shall be located nearer than fifty (50) feet to any side street. Barns and out buildings must be built to the rear of the main house. Roof and siding on all out buildings must coincide with materials used on exterior of house.
16. All plans and specifications to be approved by 4-J LAND COMPANY, INC.
17. Lot must 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 twelve (12) months to complete.
18. 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 ten (10) years unless an instrument signed by seventy-five per cent (75%) of the then owners of said land has been recorded; agreeing to change said covenants in whole or part.
19. 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.
20. Invalidation of any one of these covenants by judgement 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  
1982 A.D.

21<sup>st</sup> day of October

ATTEST:

4-J LAND COMPANY, INC.

Larry O. Jackson  
LARRY O. JACKSON, VICE-PRESIDENT

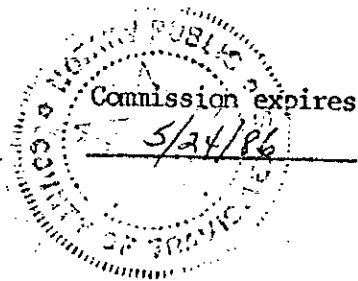
L. O. Jackson  
L. O. JACKSON, PRESIDENT

THE STATE OF TEXAS    |  
COUNTY OF TRAVIS     |

384    3

BEFORE ME, the undersigned authority on this day personally appeared L. O. JACKSON, President of 4-J LAND COMPANY, INC., a Texas Corporation, of Austin, Travis County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of 4-J LAND COMPANY, INC., a Texas Corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 21 day of October, 1982 A.D.

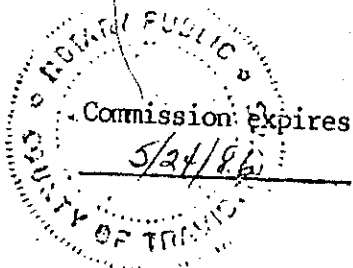


Hilda Garcia  
Notary Public in and for Travis County,  
TEXAS  
(Hilda Garcia)

THE STATE OF TEXAS    |  
COUNTY OF TRAVIS     |

BEFORE ME, the undersigned authority on this day personally appeared LARRY O. JACKSON, Vice-President of 4-J LAND COMPANY, INC., a Texas Corporation, of Austin, Travis County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of 4-J LAND COMPANY, INC., a Texas Corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 21 day of October, 1982 A.D.



Hilda Garcia  
Notary Public in and for Travis County,  
TEXAS  
(Hilda Garcia)

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 RECORDS of Hays County, Texas, as stamped hereon by me



November 5, 1982  
Lyell B. Clayton  
COUNTY CLERK  
HAYS COUNTY, TEXAS

COUNTY CLERK

FILED  
HAYS COUNTY, TEXAS  
NOV 22 1982  
4 PM 3 54

329875

HAYS COUNTY, TEXAS  
NOV 2 AM 10

AMENDMENT TO RESTRICTIVE COVENANTS OF SUNSET CANYON

WHEREAS, Paragraph 18 of the Restrictive Covenants of SUNSET CANYON, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Pages 285-290, Plat Records of Hays County, Texas; recorded in Volume 384, Page 37, Deed Records of Hays County, Texas, allows for the amendment in whole or in part,

AND WHEREAS, seventy-five percent (75%) or more of the landowners in SUNSET CANYON, as represented by the attachments hereto, incorporated herein, desire to amend said restrictions in part.

THEREFORE, Paragraph 18 of the Restrictive Covenants recorded in Volume 384, Page 37, Deed Records of Hays County, Texas, is hereby deleted and replaced with the following:

"18. 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 original recorded date. These covenants shall be automatically extended for successive periods of ten (10) years. At any time these covenants may be changed in whole or part by the recording of an instrument signed by seventy-five percent (75%) of the then owners of said land."

EXECUTED this 2 day of Nov. 1992

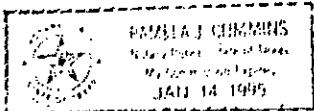
*Peggy Tee*  
PEGGY TEE

(Acknowledgment)

THE STATE OF TEXAS )  
THE COUNTY OF HAYS )

This instrument was acknowledged before me this 2nd day of November, 1992, by PEGGY TEE.

*Samuel J. Corman*  
NOTARY PUBLIC, STATE OF TEXAS



OFFICIAL PUBLIC RECORDS  
Hays County, Texas