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THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

THAT THE JACKSON COMPANY of Hays County, Texas, being the owner of 267.839 acres, conveyed to it by deed in Volume 248, page 881 and volume 408, page 601 of the Deed Records of Hays County, being out of the Wm. York #141 and the H. Benson Survey #137 in Hays County, Texas according to the Map or Plat thereof of record in 3 at 218-220 of the Hays County Plat Records, said subdivision consisting of Lots Nos. SIX-HUNDRED-FIFTY-ONE (651) thru SEVEN-HUNDRED-EIGHTY-FIVE (785), 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, motor home, 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 the 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. Until property is properly fenced no livestock shall be permitted and then no more than on (1) per lot or one (1) per two and one-half (2½) acres of land, and only on lots listed here: seven-hundred-eleven (711) thru seven-hundred-eighteen (718). 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. Livestock consists of horses.
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 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 651 thru 694, 698, thru 703, and 729 thru 785. Sixteen-hundred (1600) square feet homes may be constructed on lots 704, 706, thru 718, and

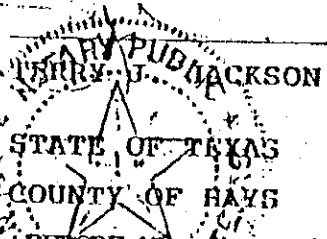
- 12. No more than one residence shall be erected per lot.
- 13. All fences shall be erected of wood, rock, chain link or decorative iron. All fences from front of house to street, or side of house to street, or corner lot shall be no more than forty-eight inches (48") tall. Wire fencing to rear of house for horse usage only on lots 711 thru 718.
- 14. No mobile home, motor home or trailer to be used as a construction office during building of home.
- 15. No part of any said property shall ever be used for business or commercial purposes, except on lots 695, 705, 719, 720, and 728. No signs will be displayed (other than Real Estate signs) on any lot.
- 16. 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. 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.
- 17. All plans and specifications to be approved by THE JACKSON COMPANY.
- 18. 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.
- 19. No lot shall be used for a private or public drive or road leading to any tract of land other than the lots in SUNSET CANYON IV.
- 20. 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 unless 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.
- 21. 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.
- 22. 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.
- 23. No discharge of firearms except in self-defense.

WITNESS our hand this 23 day of January 1985 A.D.

Larry O. Jackson
LARRY O. JACKSON

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

Jerry D. Jackson
JERRY D. JACKSON



BEFORE ME, the undersigned authority, on this day personally appeared LARRY O. JACKSON, TERRY J. JACKSON and JERRY D. JACKSON, a partnership, known to me to be the partners whose names are subscribed to the forgoing instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

Hilda Garcia
HILDA GARCIA
NOTARY PUBLIC FOR Hays
COUNTY, TEXAS
COMM. EXP. MAY 24 1987

Hilda Garcia
Notary Public in and for HAYS
COUNTY, TEXAS

(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 _____ day of _____, 1989.

Jerry Jackson The Jackson Co. Lots 705-728

Joseph M. Watson Lots 668 & 667

Sherrin Watson Lots 668 & 667

Robert A. Chaffa Lots 740 & 741

Tracie Chaffa Lots 740 & 741

Polten Corp. SA
By: [Signature] Reg. Pres

SEE EXHIBIT "A"

