

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS ("Declaration") is made and executed by JABAT INVESTMENTS, LTD. ("the "Developer"), with reference to the following facts:

W I T N E S S E T H :

WHEREAS, the Developer is the owner of a certain 1,902.84 acre tract of real property located in Burnet County and more particularly described on EXHIBIT "A" attached hereto ("Property") and

WHEREAS, the Developer desires and intends to sell off parcels out of the Property for ranching and/or residential purposes; and

WHEREAS, the Developer desires and intends to impose upon the Property a general plan of mutually-beneficial restrictions for the benefit of the present and future owners of the Property and parts thereof;

NOW, THEREFORE, the Developer does upon the recording of this Declaration of Protective Covenants and its Exhibits declare that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the limitations, covenants and restrictions contained herein, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property. All of the limitations, covenants, conditions and restrictions shall constitute covenants which shall run with the land and shall be perpetually binding upon the Developer, his successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the property.

ARTICLE I

DEFINITIONS

The following words or phrases, when used in this Declaration, unless the context shall otherwise clearly indicate or prohibit, shall have the following meanings:

(1) "Declaration" shall mean this Declaration as amended from time to time.

(2) "Owner" shall mean and refer to each and every person or

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entity who is record owner of a fee simple interest, or leasehold interest in excess of forty (40) years in any Parcel Site or subdivided portion thereof, except, however, that the term "Owner" shall not include a mineral lessee or holder of a mineral interest or any person or entity who holds only a lien or security interest in any such Parcel Site, or subdivided part thereof, as security for the performance of any obligation specifically including, but not limited to, any mortgagee or trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary shall have acquired record legal title through foreclosure or any proceeding in lieu thereof.

(3) "Manufactured Home" shall mean and refer to a mobile home or other structure transportable in one or more sections and which is designed to be used as a dwelling with or without a permanent foundation when connected to utilities.

(4) "Parcel Site" shall mean and refer to any land located within the Property.

(5) "Property" shall mean and refer to the real property described in EXHIBIT "A".

ARTICLE II

USE OF PROPERTY

1. Any dwelling constructed on a tract shall be at least standard frame construction.

2. No structure of a temporary character, trailer, manufactured home, basement, tent, shack, garage, or other outbuilding shall be used on any tract at any time, either temporarily or permanently.

3. No structure shall be located within two hundred feet (200') of any road easement or within fifty feet (50') of any other perimeter property line.

4. No hunting blinds shall be located within one hundred feet (100') of any perimeter property line.

5. Any fence erected on a perimeter property line must comply with the following specifications:

- a. All steel construction with acidized and painted pipes, all American material.
- b. Two and seven-eighths inch (2-7/8") corner posts.
- c. Two and three-eighths inch (2-3/8") line post at a maximum distance of every one-hundred fifty feet (150').
- d. Single strand barbed wire on bottom of fence.
- e. 1047/12 - 12-1\2 net wire middle.
- f. One strand slick wire on top of fence.

f. One strand slick wire on top of fence  
Fencing along the road easement shall be set back thirty feet (30') from the center of the road.

6. No tract may be re-subdivided without the consent of the Developer which consent may be granted or withheld at the sole discretion of the Developer. After Developer has sold the entire 1,902.84 acres, consent required hereunder shall be obtained from Owners having ownership of at least sixty-six and two-thirds percent (66 2/3%) of the acreage comprising the Property.

7. No abandoned automobile, truck, or vehicle of any type shall be permitted to remain on any tract or in front of any tract.

8. No commercial signs of any character shall be allowed on any tract except one sign of not more than sixteen square feet advertising the property for sale or rent; provided, however, that any person or entity authorized to engage in the construction and sale of a residence within the 1,902.84 acres shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including but not limited to, signs, offices, storage areas, and other such requirements.

9. No quarrying or mining operations for commercial purposes shall be permitted on a tract, nor shall tunnels, mineral excavations, or shafts be permitted on any tract. However, notwithstanding the above, an owner may remove material from any tract owned by it for the purpose of road construction on any owned tract.

10. No tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept, except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary conditions.

11. Animals, livestock, or poultry may be kept, bred and maintained on any tract under the following conditions:

- a. No animals of any type shall be allowed to run loose on any property other than owners.
- b. All horses, cattle or other livestock shall be kept enclosed by a suitable fencing of the tract.
- c. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tract.
- d. However, Declarant reserves the right to lease the tracts owned by him, for agricultural purposes, including the raising of livestock and crops until such time as the entire 1,902.84 acres is owned by other than Declarant, and during such time Declarant shall not be required to fence the remainder of the tract owned by him.

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**ARTICLE III**

**GENERAL PROVISIONS**

**SECTION 1. BINDING EFFECT AND DURATION.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners and their respective legal representatives, successors and assigns, for the term of forty (40) years from the date that this Declaration is recorded in the Official Public Records of Burnet County, Texas, after which time said Protective Covenants shall automatically be extended for successive periods of ten (10) years unless an instrument abolishing said Protective Covenants has been signed by all of the Owners and has been recorded in the Official Public Records of Burnet County, Texas, (or such other place as may be required by law at the time of such recording.)

**SECTION 2. AMENDMENTS.** This Declaration may be amended in whole or in part by written agreement of Owners having ownership of at least sixty-six and two-thirds percent (66 2/3%) of the acreage comprising the Property, such agreement to bear the signatures of said Owners and to be effective when recorded in the Office of the County Clerk of Burnet County, Texas, or other place as may be required by law at the time such document is recorded. Any amendment changing or restricting the permitted use of a Parcel Site, or subdivided portion thereof, shall also require the written consent of the Owner of such Parcel Site, or portion thereof, which consent must be recorded with the amendment.

**SECTION 3. ENFORCEMENT.** The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Developer and other Owners. Thus, the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party receives a judgement in its favor, then in addition to the remedies specified above, the cost of collection, court costs and reasonable attorney fees shall be assessed against the violator. All charges assessed against an Owner pursuant to this Section 3, together with all interest thereon and cost of collection, shall constitute a continuing lien upon the Parcel Site of such Owner and shall be the personal obligation of the person who was the Owner of such Parcel Site at the time the obligation accrued, such personal obligation shall not pass to the Owner's successor in title unless expressly assumed by such successors.

**SECTION 4. VALIDITY AND SEVERABILITY.** Violation of or failure to comply with any covenant, condition or restriction contained in this Declaration shall not affect the validity of any

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mortgage, deed of trust or other similar security instrument on any Parcel Site. Invalidation of any one or more of such covenants, conditions and restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect. In the event any provision of this Declaration requires an act that would violate any law, ordinance or regulation promulgated by any governmental body having jurisdiction, then the action so required hereunder shall be excused and such law, ordinance or regulation shall control.

**SECTION 5. COUNTERPARTS.** This Declaration and any amendments thereto may be executed in multiple counterparts, each of which may bear the signatures of one or more of the parties, all of which, when taken together, shall constitute the binding agreement of the parties.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the date set forth below.

DEVELOPER:

JABAT INVESTMENTS, LTD.,  
a Texas Limited Partnership

BY: Beaumont J B & T, Inc. a  
Texas Corporation, its  
General Partner

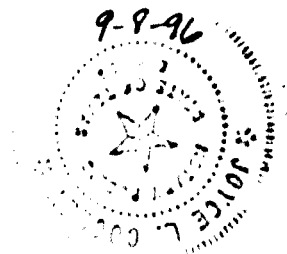
BY: Todd Olen Brock  
TODD OLEN BROCK,  
its President

Date: 1-11-96

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Jefferson



This instrument was acknowledged before me on this the 11<sup>th</sup> day of January, 1996 by TODD OLEN BROCK, President of Beaumont J B & T, Inc., a Texas corporation, General Partner of JABAT INVESTMENTS, LTD, a Texas Limited Partnership, on behalf of said limited partnership.

Joyce L. Cosley  
NOTARY PUBLIC STATE OF TEXAS

NOT PAGE 1 OF 3

After Recording, Return To:

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**FRED L. THOMPSON & ASSOCIATES, P. C.**

P. O. BOX 74 LLANO, TEXAS 78643-0074

Registered Professional Land Surveyor No 1739

Licensed State Land Surveyor

915.247.4918 (0) 915.247.1643 (0)

REVISED FIELD NOTES OF 1902 84 ACRES OF LAND IN BURNET COUNTY, TEXAS

- Being 1902 84 acres in Burnet County, Texas, comprised of
- (1) 640 acres, all of the E. Schnell Survey No. 98, Abst. 1799;
  - (2) 445.96 acres out of the F. C. Ry. Co. Survey No. 109, Abst. 1401;
  - (3) 160 acres out of the H. W. Heine Survey No. 532, Abst. 428;
  - (4) 27.30 acres out of the Hugh Brown and A. C. Hillman Survey No. 10, Abst. 1876;
  - (5) 160 acres, all of the G. W. Harris Survey No. 826, Abst. 421;
  - (6) 157.50 acres out of the B. O. Stavely Sr. Survey No. 559, Abst. 853;
  - (7) 6.05 acres out of the W. D. Watkins Survey, Abst. 1804;
  - (8) 158.18 acres out of the Joseph Kealy Survey No. 561, Abst. 513;
  - (9) 17.55 acres out of the John Swartz Survey, Abst. 816, and
  - (10) 130.20 acres out of the E. H. Caldwell Survey No. 3, Abst. 200

Said 1902 84 acres of land is that same tract of land described in a Deed to Sun NLF Partners Limited recorded in Volume 672, Page 595, Burnet County Deed Records, and is described by metes and bounds as follows:

Beginning at a steel stake and fence corner in the west right of way line of Texas State R. M. Highway No. 1174 at the intersection of same with the fenced occupational north line of the Joseph Kealy Survey No. 561 for the extreme east corner of this tract, whence the east corner of Survey No. 561 bears S 64° 46' E 47.42 feet, this being the extreme south corner of a tract of land called 147.59 acres in a Deed to Thomas H. Hoyer recorded in Volume 535, Page 435, Burnet County Official Records.

THENCE S 31° 46' 00" W 2453.80 feet with said right of way line to a concrete monument at the beginning of a curve to the left;

THENCE with the arc of said curve having a radius of 1959.86 feet through a central angle of 15° 03' 19" a distance of 514.98 feet, the chord bearing S 24° 13' 18" W 513.5 feet to a concrete monument;

THENCE S 16° 45' 38" W 1068.50 feet with said right of way line to a concrete monument.

THENCE with the arc of a curve to the right crossing Cow Creek having a radius of 1095.92 feet through a central angle of 21° 34' 57" a distance of 412.82 feet, the chord bearing S 27° 33' 36" W 410.38 feet to a concrete monument;

THENCE with said right of way line:

S 57° 29' 09" W 216.24 feet to a concrete monument;

S 62° 39' 05" W 392.37 feet to a concrete monument;

S 53° 06' 54" W 194.25 feet to a concrete monument; and

S 71° 39' 02" W 162.77 feet to a fence corner and steel stake in the occupational southwest line of the E. H. Caldwell Survey No. 3 for the most southerly corner of this tract, being in the northeast line of a tract of land called 3244.857 acres in a Deed to Jackson C. Mouton and wife recorded in Volume 177, Page 683, Burnet County Deed Records;

THENCE with the fence on said southwest line:

N 57° 15' 04" W 884.05 feet to a steel stake found;

N 56° 52' 29" W 417.56 feet to a three-way fence corner; and

N 57° 17' 23" W 366.63 feet to a forked cedar;

THENCE with the fence N 28° 20' 38" W 96.20 feet to a forked cedar and N 00° 50' 21" W 252.26 feet to a fence corner in the occupational northwest line of Survey No. 3;

THENCE with the fence on said line N 32° 07' 21" E 943.28 feet and N 32° 21' 56" E 720.46 feet to a fence corner;

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**THENCE** with the fence N 54° 09' 00" W 362.63 feet to a fence corner and steel stake found and N 76° 22' 20" W 94.65 feet to a 16 inch cedar;

**THENCE** with the fence along the south high bank of Cow Creek  
N 64° 40' 53" W 173.13 feet to a 14 inch cedar;  
N 82° 55' 02" W 150.45 feet to a 14 inch cedar;  
S 83° 59' 25" W 253.54 feet to a 12 inch cedar; and  
S 89° 42' 48" W 28.0 feet to a fence corner;

**THENCE** with the fence N 76° 06' 15" W 262.78 feet to a fence corner and steel stake found and N 62° 24' 47" W 302.16 feet to a fence corner and steel stake set at the occupational southeast corner of the T. C. Ry. Co. Survey No. 109;

**THENCE** with the fence on the occupational south line of same  
S 78° 48' 52" W 889.62 feet;  
S 79° 03' 47" W 393.41 feet;  
S 78° 08' 34" W 603.31 feet;  
S 78° 38' 25" W 432.48 feet;  
S 77° 44' 01" W 300.65 feet to the top of a ledge;  
S 76° 52' 29" W 48.98 feet to a 16 inch cedar;  
S 78° 51' 49" W 729.03 feet;  
S 78° 35' 22" W 1670.97 feet to a forked cedar and steel stake set; and  
S 66° 35' 46" W 32.19 feet to a fence corner and steel stake set in the occupational northeast line of the Brown and Hillman Survey No. 10, this being the most westerly corner of a tract of land called 239.48 acres in a Partition Agreement recorded in Volume 555, Page 764, Burnet County Official Records;

**THENCE** with the fence along a northeast line of that certain tract described in a Deed of Trust from Robert R. Blake, et al to Robert Mueller, Trustee recorded in Vol. 83, P. 17, Deed of Trust Records of said county:

N 54° 05' 36" W 848.99 feet;  
N 54° 17' 02" W 1163.76 feet;  
N 54° 10' 49" W 1437.95 feet;  
N 54° 33' 19" W 1361.64 feet; and  
N 44° 39' 03" W 10.27 feet to a fence corner and steel stake found at the occupational southeast corner of the E. Schnell Survey No. 82 and most westerly corner of Survey No. 109, this being a southerly corner of a 2094 acre tract described in a Deed to Albert Keyser recorded in Volume 99, Page 19, Burnet County Deed Records;

**THENCE** with the fence on the occupational southeast line of Survey No. 82:  
N 28° 14' 51" E 654.83 feet crossing a ravine and passing the southwest corner of Survey No. 98;

N 29° 47' 31" E 59.61 feet;  
N 30° 41' 59" E 122.61 feet to a three-way fence corner;  
N 29° 36' 06" E 509.77 feet;  
N 27° 18' 41" E 201.03 feet;  
N 28° 50' 10" E 934.85 feet crossing a ravine;  
N 28° 18' 11" E 666.80 feet;  
N 28° 08' 33" E 282.50 feet;  
N 27° 35' 41" E 124.72 feet; N 29° 08' 56" E 936.83 feet; and  
N 29° 12' 21" E 772.88 feet crossing a ravine to a 3 inch pipe post in concrete for an inside corner of Survey No. 98;

**THENCE** with the occupational north line of Survey No. 82 as fenced:  
N 61° 01' 18" W 867.09 feet;  
N 60° 57' 22" W 1035.52 feet; and  
N 60° 59' 00" W 745.70 feet to a fence corner and a concrete monument found for a northwest corner of Survey No. 98 and an inside eil corner of said 2094 acre tract;

**THENCE** with the fence on the more northerly occupational northwest line of Survey No. 98:  
N 28° 42' 30" E 689.72 feet;  
N 29° 06' 24" E 477.16 feet;



N 29° 38' 45" E 1175.28 feet;  
N 28° 08' 19" E 718.26 feet;  
S 27° 06' 12" E 1178.50 feet;  
N 29° 04' 11" E 837.38 feet to a three-way fence corner on the south side of a creek at the most easterly corner of said 2094 acre tract in the south line of a tract of land called 236.01 acres in a Deed to Larry E. Phillips and wife recorded in Volume 461, Page 838, Burnet County Deed Record, and  
N 23° 12' 48" E 133.44 feet crossing said creek to a fence corner.

THENCE with the fence on the south line of said 236.01 acre tract of land  
N 86° 33' 51" E 370.72 feet;  
N 84° 39' 21" E 134.97 feet recrossing said creek to an 8 inch cedar, and  
N 87° 27' 58" E 136.79 feet to a 14 inch cedar in the southwest line of a tract of land called 196.91 acres in a Deed to Harry J. Watson recorded in Volume 490, Page 97, Burnet County Deed Records, whence a stone mound found for the northeast corner of Survey No. 98 bears N 62° W 13 feet;

THENCE S 34° 45' 15" E 584.37 feet crossing a ravine, not with the fence, to a re-entrant point in the fence.

THENCE continuing with the fence and the occupational northeast line of Survey No. 98

S 35° 30' 39" E 435.73 feet;  
S 35° 19' 16" E 271.35 feet;  
S 35° 31' 31" E 383.16 feet;  
S 35° 04' 50" E 280.74 feet, passing the southwest corner of said 196.91 acre tract and the northwest corner of a tract of land called 201.59 acres in a Deed to Joyce Watson Edwards recorded in Volume 460, Page 193, Burnet County Deed Records;  
S 34° 56' 59" E 456.63 feet to an 8 inch cedar; and  
S 34° 13' 03" E 391.44 feet to a fence corner;

THENCE S 78° 00' 50" W 264.56 feet with the fence to a fence corner and steel stake found at the northwest corner of the John Swartz Survey;

THENCE with the fence on the occupational west line of same,  
S 11° 23' 59" E 757.65 feet and  
S 11° 17' 58" E 1580.93 feet to a fence corner;

THENCE with the fence along the north side of a branch (Deed in Vol. 460, Page 193, Burnet County Deed Records calls for south side of branch):

S 69° 19' 22" E 111.00 feet;  
S 82° 43' 00" E 124.77 feet;  
S 74° 43' 09" E 95.45 feet, and  
S 60° 41' 51" E 363.88 feet.

THENCE S 22° 10' 03" E 64.93 feet crossing said branch to a 12 inch cedar;

THENCE with the fence:  
S 70° 57' 14" E 265.74 feet to an 18 inch cedar,  
N 64° 46' 32" E 191.83 feet to a 14 inch cedar;  
N 80° 46' 56" E 201.76 feet;  
S 73° 48' 12" E 560.38 feet; and  
S 29° 44' 11" E 121.93 feet to a 12 inch dead cedar;

THENCE N 65° 39' 08" E 124.86 feet crossing Cow Creek to a 12 inch elm;

THENCE with the fence: N 68° 03' 24" E 414.89 feet;  
S 87° 22' 02" E 88.68 feet to a 12 inch live oak and steel stake found;  
S 34° 59' 59" E 62.27 feet to a gatepost on the west side of a gate; and  
N 78° 59' 34" E 183.29 feet to a steel stake and rock mound found at a fence corner for the northeast corner of the H.W. Heine Survey No. 532, this being the southeast corner of said 201.59 acre tract and in a southwest line of a tract of land called 1020 acres in a Deed to Leon Blagg recorded in Volume 162, Page 519, Burnet County Deed Records;

THENCE with the fence on the occupational east line of Survey No. 532:  
S 11° 05' 28" E 673.60 feet;  
S 11° 02' 27" E 358.33 feet;

S 11° 11' 27" E 340.59 feet;  
 S 11° 04' 48" E 525.70 feet, and  
 S 11° 45' 00" E 1043.32 feet to a fence corner and steel stake set to intersect the  
 northwest line of G. W. Harris Survey No. 826;  
THENCE N 30° 57' 15" E 1562.17 feet with the fence to the occupational north  
 corner of Survey No. 826;  
THENCE S 58° 24' 24" E 1741.75 feet with the fence to the occupational east  
 corner of same;  
THENCE S 30° 54' 32" W 1450.76 feet with the fence to a fence corner;  
THENCE with the fence:  
 S 62° 27' 51" E 884.20 feet to a large oak;  
 S 57° 34' 03" E 740.62 feet to a fence corner; and  
 N 49° 54' 00" E 1009.35 feet to a fence corner at the occupational north corner of the  
 Joseph Kealy Survey No. 561;  
THENCE with the fence on the occupational northeast line of same,  
 S 58° 50' 28" E 789.98 feet, at 97.32 feet passed a fence corner at a southeast corner, the  
 sixth corner of said 1020 acre tract and the southwest corner of said 147.59 acre tract and  
 S 58° 12' 42" E 1711.75 feet to the place of beginning.

I, F. L. Thompson, a Registered Professional Land Surveyor, do hereby certify  
 that the field notes hereon with accompanying plat are a true and correct representation  
 and delineation of a survey made on the ground under my direction and supervision in  
 June, 1986, and that said survey was field checked on the 9th day of December, 1995 and  
 no changes were apparent. Witness my hand and seal December 11, 1995. (NOTE: Field  
 Notes revised as of this date to reference current deed and adjoinder tracts only.)



*F. L. Thompson*  
 F. L. Thompson, Reg. Prof. Land Surv. No. 1739  
 P. O. Box 74 Llano, TX 78643

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STATE OF TEXAS  
COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in Volume 181 Page 1A-1A of the Public Utility RECORDS of Burnet County, Texas.



*Janet Parker*  
JANET PARKER, COUNTY CLERK  
BURNET COUNTY, TEXAS  
BY: *James R. ...* Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF BURNET

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Public Utility Records Burnet County, Texas

on 2/9/96



*Janet Parker*  
COUNTY CLERK  
BURNET COUNTY, TEXAS

1120

FEB 10 1996

FEB -8 AM 10:25

CLERK OF COUNTY CLERK  
BURNET COUNTY TEXAS

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*CTLT*