

**HEADWATERS RANCH  
RESTRICTIONS AND COVENANTS**

The property in the Headwaters Ranch, as recorded in the plat records of Kerr County, Texas, is subject to the covenants hereby made by the developer, (Seller), to-wit:

1. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him. Purchaser understands that these restrictions and covenants are filed in the Real Property Records of Kerr County, Texas.
2. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. That no structure of any kind (including hunting blinds and/or deer feeders) shall be permitted within 200 feet of any property line. No mobile homes or manufactured homes shall be allowed.
5. That no noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kerr, if applicable, or any other governmental agency having jurisdiction thereof.
6. That not more than one residence shall be permitted on any tract. No communal residences shall be permitted.
7. That no commercial swine operation shall be permitted.
8. That no tract may be subdivided.
9. That any tract fronting on FM 1340 must access the tract from subdivision road constructed by Developer. No driveways to any tracts can be constructed from FM 1340.
10. That no deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the SELLER.

This instrument was acknowledged before me on the 20th day of MARCH, 2008, by Reginald A. Tuck, General Partner of Ranch Enterprises Ltd., a Texas Limited Partnership, d/b/a/ Headwaters Ranch, on behalf of said Limited Partnership.

Reginald A. Tuck  
Reginald A. Tuck  
General Partner of Ranch Enterprises, Ltd.

Paula L. Barcelo  
Paula Barcelo  
Notary Public in and for the State of Texas  
My Commission Expires on \_\_\_\_\_

