

Pelton River Ranch

Restriction, Covenants and Conditions

County Road 104, Llano, Texas Llano County

Pelton River Ranch (herein called the "Property") shall be subject to the following restrictions, covenants and conditions:

1. The land shall not be used as a dumping ground for rubbish, chemicals, or waste material of any kind.
2. No junkyards, wrecking yards, salvage yards, or commercial gun ranges.
3. No unused, inoperable, or abandoned vehicles shall be permitted on the property if not in garage. It can't be left outside even if covered with tarp.
4. No mobile homes, mobile home parks or mobile home sales lots.
5. No swine shall be raised or kept for commercial purposes; however, swine may be raised for personal purposes (i.e., FFA or other vocational or youth agricultural programs, or personal consumption).
6. All improvements including fences, barns, buildings and other structures or additions to said improvements must be of new construction and materials. Any improvement, from the commencement of construction, shall be completed as to its exterior within six months and fully completed within twelve months. A main residence shall be a minimum of 1,600 sq. ft., inclusive of garages and porches, except guest houses which shall be a minimum of 500 sq. ft. including porches. A guest house may be built only after construction has commenced on the main residence.
7. Except for fences, any house, barn, building or other structure shall be at least 100 feet from CR 104 Road and, 50 feet from any other property line or boundary.
8. RV's may be used for occasional temporary housing until the main residence is completed but may not be lived in more than six months at a time. In which case, a septic system or holding tank must be used to contain the waste water. At no time should waste water be dumped onto the ground.
9. Out buildings such as workshops, barns, hobby rooms, etc, need not comply with the manufactured or prefab part of Paragraph 4 and building may commence after the main living quarters construction has commenced.

10. All residences shall contract with a waste disposal service for removal of normally generated household waste. This shall not include attempts to compost for garden or flower bed purposes.

General Provisions

Llano County shall have the right to enforce, by any proceeding at law or in equity, the restrictions, covenants and conditions imposed herein. Failure to enforce any restriction, covenant, or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party releasing any restrictions, covenants or conditions to be bound.

Without regard to whether or not such are recited in the conveyances or referred to in the conveyances, these covenants, conditions and restrictions shall be deemed covenants running with the land and shall be binding upon the grantee, their successors, heirs or assigns, and all persons claiming under them or their successors, heirs, or assigns, unless amended as herein provided and filed of record in the Deed Records of Llano County.

If any provision of these Restrictions, Covenants and Conditions is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severed, and these Restrictions, Covenants and Conditions shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of these Restrictions, Covenants and Conditions, and the remaining provisions of these Restrictions, Covenants and Conditions, shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from these Restrictions, Covenants and Conditions. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically by the owners of the Parent Tract as a part of these Restrictions, Covenants and Conditions, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

The above Restrictions, Covenants and Conditions may be terminated by an instrument signed by fifty-one (51%) percent of the owners of the Property. The above Restrictions, Covenants and Conditions may be amended in writing by fifty-one (51%) percent of the owners