

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOUNTAIN SHADOWS RANCH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 9 day of November, 2005, by MSR DEVELOPERS, LLC.

WITNESSETH

WHEREAS, Declarant is the owner of certain real property (the "Subdivision") described in Exhibit "A" to this Declaration and is the development known as "MOUNTAIN SHADOWS RANCH" sometimes referred to as "MSR". Declarant desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in said subdivision for the personal and general health, safety, and welfare of residents and for the maintenance of the land and improvements thereon and to this end desires to subject the real property in the subdivision to the covenants, conditions and restrictions, hereinafter set forth, each of which is and are for the benefit of the subdivision and each Owner thereof. Declarant desires to impose these restrictions on the subdivision and yet retain the flexibility to respond to changing or unforeseen circumstances so as to control and maintain the first-class quality and distinction of the subdivision.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the real property described within Exhibit "A", is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions (sometimes collectively referred to herein as "the CC&R's") hereinafter set forth;

ARTICLE I

CONCEPTS AND DEFINITIONS

The following words, when used in this Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

- (a) "Subdivision Administrator," or "SA" shall mean and refer to the entity which will have the power, duty, and responsibility of administering and enforcing the CC&R's and collecting and disbursing the assessments and charges hereinafter prescribed.
- (b) "Subdivision" shall mean and refer to all of the property set forth on Exhibit "A" and made a part hereof for all purposes.
- (c) "Lot" shall mean and refer to any plat or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Subdivision which is

designated as a lot or tract therein and which is or will be improved with a single-family residential dwelling in conformity with any building restrictions applicable thereto.

- (d) "Owner" shall mean and refer to each and every person or business entity who is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and CC&R's; however, the word "Owner" shall not include persons(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security merely for the performance of an obligation unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (e) "Declarant" shall mean and refer to MSR DEVELOPERS, LLC a Texas Limited Liability Corporation, and/or its successors and assigns.
- (f) "Permanent Improvements" shall mean and refer to any portion or parcel of the Subdivision, any and all improvements, structures, and other materials and things (including, but without limitation, trees, berms, shrubs, hedges, and fences) which are located thereon.
- (g) "Living Unit" shall mean and refer to any portion of a building situated on a Lot designed and intended for use and occupancy as a residence by a single family
- (h) "Common Areas" shall refer to Entry Areas, lighting and any other area so designated for the common benefit and enhancement of the subdivision.
- (i) "ACB" shall refer to the Architectural Control Board responsible for reviewing and approving or disapproving plans for development on individual lots.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

The Subdivision shall be constructed and developed for single family housing only.

ARTICLE III

GENERAL RESTRICTIONS

The following restriction shall apply to all lots in the Subdivision:

- (a) All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front as the SA may approve, on either of the two streets or partially on both. (Exception for lots B24 & B25)
- (b) All buildings shall be built in compliance with all building codes and regulations then in effect in subject area and according to the plat of the Subdivision and these CC&R's.
- (c) The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be a minimum of: 2,400 square feet for Lot's; A1-A7, B1-B8, 2500 square feet for lot's; B23-B25, C9-C14 and 2800 square feet for all other lot's.
- (d) All buildings shall be constructed of stone, masonry, brick or of glass block building material of the kind usually used for outside wall construction, or such other materials as may be approved by the SA. All chimneys shall be of stone, masonry or brick.
- (e) The Garage must open to the side of the Lot perpendicular to the front street.
- (f) A minimum roof pitch of 10/12 (10 in. rise per foot of run) is required on the front of all Living Units, and a minimum of 8/12 is required on the back and sides of such Living Units.
- (g) No dwelling, accessory structure or fence shall be erected or maintained on any Lot until the building plans and specifications for same and a plot plan showing the proposed location of same have been approved by the ACB. This section shall be applicable to initial construction and to alterations, changes and additions. Roofs shall be of forty (40) year composition shingles or other approved material.
- (h) Where a wall, fence, planter, hedge, or other screening material is approved by the ACB, the following (as to any permitted wall, fence, planter, hedge, or other screening material) shall apply. No wall, fence, planter, hedge or other screening material in excess of two and one half (2½) feet high shall be erected or maintained nearer to the front lot line than the front building setback line, nor on the corner lots nearer to the side lot line than the building setback line parallel to the side street. No rear or side fence, wall, hedge or other screening material shall be more than seven (7) feet high. Notwithstanding the foregoing, no wall, fence, planter, hedge or other screening material shall be permitted to unduly interfere with the view from any other Lot, as determined by the ACB in its sole discretion. All fences will be erected with galvanized steel posts.

- (i) All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family residence per Lot, which residence may not exceed two (2) stories in height, and minimum two-car private residence. (Exception to this restriction may be granted in building an attached via breezeway, etc., mother-in-law/maid quarters.) If such is granted such building shall be of same material and quality and conformity as main structure.
- (j) Each living unit may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.
- (k) None of the lots may be subdivided into smaller lots.
- (l) The Living Unit and any other building, fence or structure on a lot shall be constructed of new materials. No building may be moved on to a Lot.
- (m) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Exception to this may be made for horses to be kept for personal pleasure or riding only on lots A14-A17 and B10-B14 if prior written consent is received from SA. If such permission is given the animals must be fenced in back part of lot and any exposed shelter must be of the same exterior as residence and roof material must match.
- (n) No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- (o) No sign shall be erected or maintained on any Lot except for a "for sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or his sales Agent.
- (p) No exterior television, radio, or other antenna of any type shall be placed, allowed, or maintained upon any Lot. Satellite television dish antennas are permitted provided the antenna is not visible from the street and is no more than twenty-four inches (24") in diameter.
- (q) No Lot shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks or other such material.

- (r) No dams, ditches or other water diversion alterations may be made without SA approval and Engineering acceptance.
- (s) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon any Lot.
- (t) No boat, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon, and shall be kept in an enclosed garage or within a fenced, walled or enclosed portion of such lot.
- (u) Any shop or storage building which is visible from the street should be of the same exterior and roof materials as the Living Unit.
- (v) All houses and structures permitted shall be completed within nine (9) months from date of commencement of construction and all temporary structures shall be removed unless otherwise extended by the ACB. No structure shall be occupied unless and until a certificate of occupancy is issued by regulatory authorities.
- (w) No vehicles of any size which transport inflammatory or explosive cargo may be kept in the Subdivision at any time.
- (x) Mailboxes shall be constructed of brick or other material and designed to match the Living Unit and must receive the prior approval of the SA and USPO.
- (y) Each Lot on which a residential Living Unit is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water (to preserve and maintain the landscaping in a healthy and attractive condition) to the front and side yard areas situated outside of fences, walls or hedges.
- (z) Each Lot shall be landscaped to include shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining Lots and the neighborhood setting intended for the Subdivision. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is substantially complete. Lot Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. No rock or gravel yards are permitted. A portion of Lot may be kept in a somewhat natural state provided it is well maintained in an attractive condition.

- (aa) Each Lot Owner shall mow and maintain the landscaping and vegetation on the Lot in such a manner as to control weeds, grass and/or other unsightly growth. If after 10 days prior written notice an Owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the SA or assigned contractor shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot Owner a reasonable fee for mowing and cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments, together with such interest thereon and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.
- (bb) All driveways shall be entirely of concrete or other hard surface, (ie. paving stones, blacktop, etc.) such that no vegetation grows therein. Driveway must be completed prior to building being occupied. The first 25" linear feet of driveway from roadway shall be of steel reinforced concrete as well as the last 25" linear feet of driveway prior to garage entry and any parking area.
- (cc) No window or wall type air conditioner or heater shall be permitted to be used, erected, placed or maintained on or in any Living Unit.
- (dd) The drying of clothes in public view is prohibited.
- (ee) On street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by Declarant or the ACB.
- (ff) No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of Declarant or ACB. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, Living Units and streets. This provision shall apply, without limitation, to woodpiles, camping trailers, boats, boat trailers, mobile homes, and unmounted pick-up camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition, or appearance, shall remain on

any Lot in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use, except pursuant to written approval and authorization of the Declarant.

- (gg) All utility meters, air conditioning compressors, etc. shall be visually screened in an attractive manner from street view.
- (hh) Each Lot owner will pay an annual maintenance fee for the beautification and enjoyment of all subdivision residents. This fee is for the maintenance of entryways, landscaping, sprinklers, walls, lighting, signs, insurance and administration.
- (ii) All bodies of water located within this Subdivision are considered private and only those owners whose land contains as easement for such shall have rights to that body of water, however, no motorized craft of any kind shall be used in/on any body of water at any time.
- (jj) Each Lot Owner whose Lot has access to water hereby assumes full responsibility for his children and guests in regard to safety equipment, protection, shielding, fencing, supervision and any other health and safety issues as pertains to a body of water.

ARTICLE IV

ARCHITECTURAL CONTROL BOARD

An Architectural Control Board (ACB) shall be composed of three or more representatives appointed by Declarant. Each member shall be generally familiar with residential and community development matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the Subdivision. The ACB shall function for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development.

In the event of the death or resignation of any member of the ACB, the Declarant shall have full authority to designate and appoint a successor. No members of the ACB shall be liable for claims, causes of action or damages (Except for gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to the Declaration.

No improvement of any kind or nature, including fences, shall be erected, placed or altered on any Lot until all plans and specifications and a plot plan have been submitted to and approved in writing by the ACB, as to:

- (i) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;

- (ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
- (iii) location with respect to topography and finished grade elevation and effect of location and use of neighboring Lots and improvements situated thereon;
- (iv) drainage arrangements; and
- (v) other standards set forth within this Declaration or as may be set forth within bulletins promulgated by the ACB, on matters in which the ACB has been vested with the authority to render a final interpretation and decision.

The ACB is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the ACB, adversely affect the living enjoyment of one or more Lot Owners or the general value of the Subdivision.

Final plans and specifications shall be submitted in duplicate to the ACB for approval or disapproval. The ACB is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the ACB, one complete set of plans and specifications will be retained by the committee and the other complete set of plans will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these CC&R's, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these CC&R's. Any modification or change to the approved set of plans and specifications must again be submitted to the ACB for its inspection and approval. The ACB's approval or disapproval, as required here, shall be in writing. If the ACB fails to approve or disapprove such plans and specifications within fifteen (15) days after the date of their submission, then the approval of such plans by the ACB shall be presumed. Construction of the improvements must commence within six (6) months after approval or presumed approval by the ACB.

The ACB shall have the authority to grant exceptions or deviations from any of the building restrictions set forth herein.

ARTICLE V

SUBDIVISION ADMINISTRATOR

The Subdivision Administrator, Successor and /or Assigns shall have the responsibility of the operational portion of collecting and dispersing of funds for the general benefit of the Lot Owners of Mountain Shadows Ranch through beautification of entryways, lighting, etc.. With the CC&R's in place for the benefit of all Lot Owners, the SA shall have authority to enforce the same. The SA shall also have authority to attach a lien against the property of any member who fails to pay the assessments pursuant to Texas property law. Any such lien shall be inferior to a mortgage lien holder.

ARTICLE VI

GENERAL PROVISIONS

- 6.1 **Duration:** The CC&R's of this Declaration shall run with and bind the land subject to this Declaration for a term of thirty (30) years from the date that this Declaration is recorded, after which time the CC&R's shall be automatically extended for successive periods of ten (10) years unless seventy five (75%) percent of the then current lot owners shall opt for their demise. If more than seventy five (75%) percent of the then current Lot owners opt for the demise of the CC&R's a document must be prepared by a competent Real Estate Attorney for an amendment to the CC&R's to expire effective two (2) years after date of filing with the Taylor County Clerk.
- 6.2 **Amendments:** Notwithstanding anything hereinabove, these restrictions, covenants and conditions may be amended and/or changed in part as follows:
- (a) Declarant, at its sole discretion, may amend or change these covenants and restrictions with the consent of at least fifty-one percent (51%) of the Lot Owners.
 - (b) These CC&R's may be amended or changed upon the express written consent of a least seventy-five (75) percent of the Lot Owners of MSR.
 - (c) Any and all amendments shall be recorded in the office of the County Clerk of Taylor County, Texas.
- 6.3 **Enforcement:** Enforcement of these CC&R's may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them. Whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these CC&R's; but failure to enforce any CC&R herein contained shall in no event be deemed a waiver of the right to do so thereafter. Taylor County, Texas is specifically authorized (but not obligated) to enforce these CC&R's. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.
- 6.4 **Validity:** Violation of or failure to comply with these CC&R's shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on or against any Lot. Invalidation of any one or more of these CC&R's, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these CC&R's conflicts with mandatory provisions or any ordinance or regulation promulgated by the City of Abilene, County of Taylor, or State of Texas then such governmental regulation shall control.

- 6.5 **Headings, Gender, and Number:** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.
- 6.6 **Notices to Lot Owners:** Any notice required to be given to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Owner of record.
- 6.7 **Notices to Mortgagees:** The holder(s) of a mortgage may be furnished with written notification from the SA of any default by the respective mortgagor/Owner in the performance of such mortgagor's/Owner's obligation(s) as established by this Declaration, provided that the SA has been theretofore furnished in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification.
- 6.8 **Successors and Assign of Declarant:** Any reference in the Declaration to Declarant shall include any successors or assigns of any of Declarant's rights and powers hereunder.
- 6.9 **Limitation of Liability:** In the absence of gross negligence or willful misconduct attributable to Declarant or its successors or assigns, neither Declarant nor its successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Declarant, its successors or assigns pursuant to this Declaration.
- 6.10 **Disputes:** Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration shall be determined by the Declarant, whose determination shall be final, binding and conclusive upon all Owners and other interested parties.

EXECUTED this 9 day of November 2005.

MSR Developers, LLC

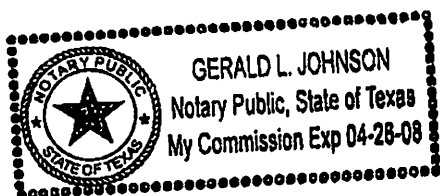
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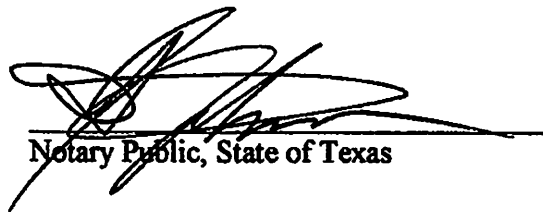
Neldon L. Watson, President

THE STATE OF TEXAS

THE COUNTY OF TAYLOR

This instrument was acknowledged before me on this 9 day of November, 2005, by NELDON L WATSON, President of MSR Developers, LLC., a Texas Limited Liability Corporation, on behalf of said corporation.




Notary Public, State of Texas

PLEASE RETURN TO:

SECURITY TITLE CO.
4400 BUFFALO GAP RD.
SUITE 1100
ABILENE, TEXAS 79606.

LEGAL DESCRIPTION

ALL OF MOUNTAIN SHADOWS RANCH, a Subdivision of 77.62 acres out of Sections 24 and 41, Lunatic Asylum Lands, Taylor County, Texas, as shown in Cabinet 3, Slide 777, Plat Records of Taylor County, Texas.

EXHIBIT "A"

Doc Bk Vol Pg
05022161 OR 3165 99

Filed for Record in:
Taylor County

On: Nov 10, 2005 at 01:46P

As a
Recording Fee

Document Number: 05022161

Amount 60.00

Receipt Number - 147976

By:
Reba Kirkland

STATE OF TEXAS COUNTY OF TAYLOR
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:
Taylor County

Larry G Beville, County Clerk
Taylor County

AMENDMENTS TO:

Dated June 15, 2007

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MOUNTAIN SHADOWS RANCH**

By MSR Developers, LLC

**Filed in Volume 3165, Page 87 of the Official Records of Taylor County,
Texas**

These amendments dated June 15, 2007 pertains to Article III, (c), (f) and (g) of above restrictions.

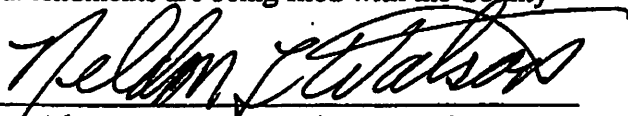
The new Article III, (c) shall read as follows: The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be a minimum of: 2,000 square feet for Lot's A1-A4 and B1-B4; 2,200 square feet for Lot's A5-A7, B5-B8, C9-C14 and B24-B25; 2,400 square feet for Lots B20-B23; 2,600 square feet for Lot's B9-B19, C1-C8 and A8-A9; 2,800 square feet for all other Lot's.

Article III, (f) shall be amended to read: "A minimum roof pitch of 8/12 (8 in. rise per foot of run) is required on all Living Units."

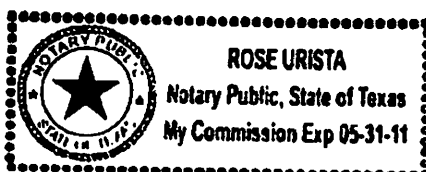
Article III, (g) last sentence shall be amended to read: "Roofs shall be of Thirty (30) year composition shingles or other approved material."

As per GENERAL PROVISIONS, Article VI, 6.2, Amendments (a) and with the consent of at least 51% of the Lot owners, the above amendments are being filed with the County Clerk of Taylor County, Texas.

State of TEXAS
COUNTY OF TAYLOR


NELDON L. WATSON

This instrument was acknowledged before me on
July 12, 2007 by Neldon Watson.




Notary Public - Signature

NELSON L. WATSON
219 Bar B Trail
Abilene, TX 79602

Filed for Record in
County of Taylor

On: Jul 12, 2007 at 06:01

As a
Recording Fee

Document Number 07013053

Amount 16.00

Receipt Number 170574

Invoice

STATE OF TEXAS COUNTY OF TAYLOR

I hereby certify that this instrument
filed on this date and the amount of the fee
and was duly recorded in the public records
of the Official Public Records of
Taylor County

CLERK OF COUNTY CLERK
Taylor County

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07013053 OR 3386 142