

Thence with the centerline of said road and road easement the following five (5) calls:

North 33 degrees 24' 45" East, 80.04 feet to a point;

North 08 degrees 04' 15" West, 110.86 feet to a point;

North 41 degrees 10' 05' West, 251.34 feet to a point;

North 21 degrees 22' 45" West, 144.10 feet to a point; and

North 08 degrees 12' 45" West, 359.49 feet to a point;

Thence North 74 degrees 25' 35" East, at 30.25 feet an iron pin on the northeast line of said road and road easement, a total distance of 897.49 feet to an iron pin;

Thence with fence, South 00 degrees 19' feet, 1622 feet to an iron pin.

Thence North 61 degrees 17' West, 302.5 feet to an iron pin;

Thence North 53 degrees 27' West, 212.5 feet to an iron pin;

Thence North 37 degrees 54' 30" West, at 288.22 feet to an iron pin on the northeast of previously mentioned road and road easement, a total distance of 319.89 feet to the place of BEGINNING.

3) Field notes for a survey of 5.407 acres of land, more or less, out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 167, Abstract No. 629, in Kendall County, Texas, said 5.407 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin located approximately South 53 degrees 01' 45" East, 13,479 feet from the southeast corner of the Mary Cowan Survey' No. 156, Abstract No. 638;

Thence South 37 degrees 54' 30" East, 41.1 feet to an iron pin;

Thence South 53 degrees 27' East, 85.7 feet to an iron pin;

Thence South 32 degrees 50' West, at 605.82 feet an iron pin on the north line of a 60 foot wide road easement, crossing said easement, at 669.08 feet an iron pin on the south line of said easement, a total distance of 1125.67 feet to an iron pin;

Thence North 41 degrees 02' East, at 582.33 feet to an iron pin on the west line of the previously mentioned road easement, crossing said road easement, at 667.95 feet to an iron pin on the east line of said easement, a total distance of 1157.01 feet to the place of BEGINNING.

4) Field notes for a survey of 20 acres of land, more or less, out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 167, Abstract No. 629, in Kendall County, Texas, said 20 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at the center point of a cul-de-sac at the end of a 60-foot wide strip of land from road easement, said point being located South 45 degrees 58' 20" East, 14,583 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence North 01 degrees 09' West, at 50 feet an iron pin on the easement line around the cul-de-sac, a total distance of 863.3 feet to an iron pin;

Thence the following five calls:

South 60 degrees 47' East, 45 feet to an iron pin;

South 70 degrees 40' East, 121.7 feet to an iron pin;

North 80 degrees 13' East, 138.2 feet to an iron pin;

South 80 degrees 25' East, 236.7 feet to an iron pin; and

South 75 degrees 13' East, 252.9 feet to an iron pin in fence;

Thence, with fence, South 00 degrees 11' West, 1107.8 feet and

South 00 degrees 01' West, 332.2 feet to an iron pin;

Thence North 46 degrees West, at 988 feet an iron pin on easement line around cul-de-sac, a total distance of 1038 feet to the place of BEGINNING.

5) Field notes for a survey of a twenty-foot wide strip of land for road easement, same being out of and part of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 167, Abstract No. 629, in Kendall County, Texas, said strip of land lying ten feet either side of a line described as follows:

BEGINNING at a point on the west line of a twenty-acre tract of land out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 167, which was surveyed on this same day, said point being located South 01 degrees 09' East, 99.25 feet from the northwest corner of said twenty acre tract of land;

Thence the following 6 calls:

North 53 degrees 13' West, 51.44 feet,

North 81 degrees 45' West, 91.98 feet,
North 47 degrees 52' West, 188.74 feet,
North 59 degrees 50' West, 107.43 feet,
South 85 degrees 01' West, 278.72 feet, and
North 84 degrees 44' West, 82.40 feet to a point on the centerline
of a 60-foot wide strip of land for road easementing;

And an undivided interest in and to all of the oil, gas and other minerals owned by S. O. A. W. ENTERPRISES, INC., in and under and that may be produced from the land acquired by S. O. A. W. ENTERPRISES, INC. By Deed from KENDALL COUNTY LTD., dated June 6, 1977, recorded in Volume 126, Page 261, of the Deed Records of Kendall County, Texas, such undivided interest being as more particularly described and limited as set forth in Exhibit B which is attached hereto and incorporated herein for all purposes.

WHEREAS, the Declarant will convey the above-described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above-described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

DEFINITIONS

Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any tract or portion of a tract on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Tract shall mean and refer to that portion of the hereinbefore-described land, which is or will be conveyed from Declarant by metes and bounds, description to various parties. The term tract shall not include any

Common Area or other reserves designated by Declarant.

Declarant: shall mean and refer to Grandview Acres, Inc., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped tract from Declarant for the purpose of development.

GALA shall mean and refer to Grandview Acres Landowners Association its successors and assigns.

Grandview Acres
Landowners Association
Covenants and Restrictions

The following covenants and restrictions are intended to attach to, benefit, be appurtenant to and run with all the land owned by members of the Grandview Acres Landowners Association.

These covenants and restrictions are intended to be joint and several and if any one or more are determined unenforceable, the remaining covenants and restrictions shall remain in full force and effect. Any failure to enforce any of the covenants and restrictions shall not be construed as a waiver of such violation and shall not operate as laches to further enforcement. These covenants and restrictions shall be enforceable against any subsequent purchaser, devisee, or assignee.

1. USE None of the tracts or improvements thereon shall be used for anything other than single-family, private residential and/or recreational purposes.
2. TRACT AREA No tract shall be resubdivided into Less than FIVE (5) acres in size.
3. ANIMALS Livestock and/or poultry will not be allowed for commercial purposes. Swine are prohibited for any reason. Any landowner maintaining animals shall provide necessary fencing to contain the animals.

4. ARCHITECTURAL CONTROL COMMITTEE. This committee shall consist of three Landowners. If this committee is unavailable then the Board of Directors shall act as the ARCHITECTURAL CONTROL COMMITTEE.

5. STRUCTURES

A. No dwelling (including pre-manufactured homes and mobile homes, which shall be skirted) shall be erected or permitted to remain on any tract having a floor space area less than 1 000 square feet, when measured to exterior walls, exclusive of attached garages or other similar appendages. Such homes must have a set back distance from the road easement and all property lines of FIFTY FEET (50') and shall be maintained in good repair and appearance.

B. No motor home, trailer or tent shall be used as a residence, nor shall any structure of temporary character be used as a residence, except during construction of permanent structures or during a vacation or camp out period not to exceed THIRTY (30) days at any one time.

C. With reasonable diligence, and in all events within ONE (1) YEAR from the commencement of construction, any dwelling commenced shall be completed as to its exterior.

D. No dwelling or manufactured home shall be constructed or placed upon property, without a septic system and water well in place, prior to

occupancy. Septic system and water well must conform to the requirements of the Health Department of the County, the State of Texas and of the Texas Water Quality Board. No outdoor toilet or privy shall be erected or maintained in Grandview Acres. Kendall County Health Board prohibits cesspools.

6. CREEKS Dams built on the creeks to create small pools cannot exceed TWO (2) FEET in height above the normal water level and shall not impede the flow of water downstream, i.e., as much water must flow beyond the dam as enters the pool. A fault at above normal water level can cause loss of water that would adversely affect landowners downstream. Any project of this nature must, of course, be coordinated with the landowner across the creek, since all tract boundaries, with creek frontage, are at the center of the creeks. In addition substantial amounts of water shall not be taken from the creeks for irrigation purposes or any other use (Except in an emergency).

7. NUISANCES No noxious or offensive activity shall be carried on or maintained on any tract in Grandview Acres, nor shall anything be done or permitted to be done thereon that may or become a nuisance in the subdivision.

8. VEHICLES No tract shall be used to store, warehouse or otherwise abandon any car, truck, bus, van or other motor vehicle nor any part or portion thereof, regardless of condition. A car, truck, bus or other motor vehicle will be in violation of this restriction when not in good working order or not repaired within a reasonable time but, in any event, within THREE (3) working days or when not in use as a motor vehicle for Five (5) or more consecutive days.

9. FIREARMS The use of, or discharge of firearms is prohibited within the subdivision with the exception of larger tracts that have been so designated by Grandview Acres.

10. GARBAGE and TRASH DISPOSAL No tract shall be used as a dumping ground. Rubbish, trash, garbage and other waste shall be kept in sanitary containers. The burning of brush, trash or garbage is expressly prohibited except in a safe incinerator.

11. LANDOWNERS ASSOCIATION All landowners shall belong to the Grandview Acres Landowners Association (GALA). Cost is \$12.00 per year, payable on January 1st.

12. ELECTRIC PROJECT OBLIGATION Anyone not fulfilling the Electric Project Obligation, will be subject to a lien being placed on their property. Landowners will be responsible for all legal fees associated with the collection of this debt.

General Provisions

GALA, or any other owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, GALA, or the owner of any tract subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, shall be effective, until amended, by the Board of Directors of GALA. The covenants, conditions, and restrictions of this Declaration may be amended by a majority vote of landowners.

Executed by GALA, on this _____ day of _____, 2002.

Grandview Acres Landowners Association

By: _____
Benny Crawford
Secretary/Treasurer GALA

Acknowledgment

This instrument was acknowledged before me on the _____ day of _____, 2002, by Benny Crawford, duly authorized officer of Grandview Acres Landowners Association, on behalf of said association.

Notary Public, State of Texas
Commission Expires _____