

SILMAN SPRINGS PROPERTY OWNER'S ASSOCIATION

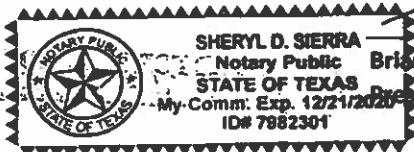
(Governing on behalf of the Silman Springs, Loma Alta, &
Turkey Draw subdivisions of Black Waterhole Ranch)

The property in the Black Waterhole Ranch, as recorded in the plat records of Edwards County in the Silman Springs, Loma Alta, and Turkey Draw subdivisions/pastures, is subject to the covenants hereby made by SSPOA II (hereinafter referred to as the POA), to wit:

- 1) That these covenants are to run with the land and shall be binding on the Owner of any tract located therein and all persons claiming under him. Owner understands that these restrictions and covenants are filed in the Real Property Records in Edwards County, Texas.
- 2) That the tracts contained within these subdivisions shall not be used for day lease hunting, the operation of a hunting club, or other such commercial hunting operation or any manufacturing purpose."
- 3) Prohibition of Use of Tract as a Dumping Ground
 - a) No Tract shall be used as a depository for abandoned or junked motor vehicles. No junk of any kind or character or dilapidated structure or building of any kind or character, shall be kept on any Tract.
 - b) Garbage and trash or other refuse accumulated in these Subdivisions shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of these Subdivisions is or may be created. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 4) Placement of Structures on a Tract
 - a) No hunting blinds, feeders, or hog traps shall be located on any tract nearer than 200' to a roadway easement (as measured from the center of the road) or property line.
 - b) Structures such as cabins, travel trailers, mobile homes, porches, pump/well houses, barns, garages, shipping containers, or any other structure commonly associated with residential dwelling shall be permitted to be located within 200' of a roadway easement (or property line where located adjacent to the roadway easement).
 - i) A written waiver must be obtained from the affected owner of an adjacent property in the event that the said structures are intended to be located closer than 200' to a shared property line.
- 5) That the property may not be subdivided unless otherwise permitted in these restrictions and approved by the Board of Directors. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a homesite.
 - a) This restriction shall not be construed to prevent the sale of individually deeded tracts as recorded in the Real Property records of Edwards County, Texas.
- 6) That no commercial swine operation shall be permitted.
- 7) Owner agrees not to impede the flow of water in existing water lines that cross his property and grants ingress and egress to persons who need to maintain such water lines.
- 8) Purchaser hereby authorizes Seller and/or Assigns to improve and maintain the roads used for access to the above property and other property in the Black Waterhole Ranch and to charge each property owner a fee of \$2.00 per acre per year, not to exceed \$300.00 per year. Such charge shall not be assessed against Seller and/or Assigns. Such charge shall be made by direct billing to the property owner. If Purchaser refuses to make said payments, Purchaser hereby authorizes Seller, at Seller's option, to deduct such charge from payments made by Purchaser, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within sixty 60 days of the billing date) shall become a lien against the tract being conveyed, permitting Seller and/or Assigns such rights to enforce said liens as mane set forth in Sec 51.002 of the Texas Property Code, as amended time to time. In no event shall any of these items be construed to assess the TVLB or the State of Texas, nor shall any lien attach to their interest. The assessments shall be the obligation of the contract purchaser, his successors and assigns.

- 9) No activity whether for profit or not, shall be conducted on any Tract which is not related to single family residential, hunting, wildlife or habitat management purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present; (b) it is the type of action that usually happens in a home, or on a property intended for hunting; (c) no additional traffic that would not be there normally is created; (d) the entity or activity maintains an office or place of business elsewhere. This restriction is waived in regard to (a) the customary sales activities required to sell Tracts in these Subdivisions (b) Conducting of meetings pertaining to the maintenance of the Association. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.
- 10) No signs, advertisement, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee except those advertising an Owner's Tract for sale or identifying the Tract Owner's name or names. Any officer of the Association, or any member of the Architectural Control Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any Tract in violation of these restrictions, and in doing so, shall not be liable, and hereby expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal .
- 11) Walls and fences, if any, must be approved prior to construction by the Board of Directors or a committee of its designation where located adjacent to a roadway easement. Such walls or fences shall not be located closer than 30' from the center of a roadway easement and structural supports must be located within the confines of the wall or fence. Walls or fences may be placed on property lines that do not abut a roadway easement without any approval requirement. The rear fence of any Tract forming the perimeter of these Subdivisions must remain in place, and in good repair at all times.
- 12) No Tract enjoined to a grazing lease transacted by the Association on behalf of all Members shall be used to keep livestock of any kind. Dogs, cats, or other common household pets may be kept on a Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area. Dogs will not be permitted to run loose in the Subdivisions and must be vaccinated for rabies according to State Law once a year.
- 13) Natural established drainage patterns of roadway ditches will not be impaired by any persons. Drainage culvert installation is subject to the inspection and approval of the Road Repair Committee and County requirements.
- 14) No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the POA or its Board of Directors
 - a) In the event of the failure of an Owner to comply with the above requirements after thirty (30) days written notice thereof, the Association or the designated agents may , without liability to the Owner, Contractor, or any occupants of the Tract in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Tract cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration. Payment for the charges for such remedial action shall be the responsibility of the owner of the Tract payable on the first day of the next calendar month.

Given under my hand and seal of office this 10 day of November, 2020
month



Brian Freeman

Brian Freeman
President, SSPOA II

Sheryl D. Sierra

Notary Public, State of Texas

My Commission Expires 12/21/2020
Sheryl D. Sierra

Notary's Printed Name