

USE RESTRICTIONS SHALL INCLUDE THE FOLLOWING:

1. No hunting blinds, deer feeders, buildings, houses, mobile homes, manufactured homes, motor homes, houses, or other type of structure, whether temporary or permanent, can be replaced within 200 feet of the edge of any public road; however, Declarant, in its sole discretion, grant a variance to allow permanent homes, with restrictions on the size, plan and buildings materials. Any variance must be in writing, describe the tract and contain the restrictions, and be signed and acknowledged by Declarant, and filed in the Official Public Records of Edwards County, Texas.
2. No commercial business shall be allowed. Commercial business is defined as:
 - a. A business wherein the public is allowed to come to a tract within the subdivision to view or purchase personal property; or,
 - b. A business which manufactures or processes items, which result in excessive or offensive odor, smoke, noise, or traffic to the neighbors and owners in the subdivision; or,
 - c. A business which requires transport or delivery trucks to pick up or deliver items to the property within the subdivision.
3. No commercial hunting is allowed. Commercial hunting exists when a landowner allows one or more persons to hunt game animals or game birds of any kind on any property for a fee or consideration of any kind.
4. Trapping of game animals (including exotic) or game birds is prohibited.
5. Until January 1, 2019, no tract may be divided which will result in a tract being less than 100 acres.
6. No noxious or offensive activity shall be permitted upon any of the acreage which comprises the Subject Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area.
7. None of the acreage which comprises the Subject Property shall be used or maintained as a dumping ground for rubbish, garbage or trash.
8. No junkyards shall be maintained upon any of the acreage which comprises the Subject Property.
9. No swine (pig or hog) farm commercial operation or enterprise shall be maintained upon any of the acreage which comprises the Subject Property.

10. No animal feed lot commercial operation or enterprise shall be maintained upon any of the acreage which comprises the Subject Property.
11. Any prohibition or condition contained in or on the Plat of the Property, or contained herein otherwise.
12. There is situated upon Tract 3 two water wells. The Owner of Tract 3 shall at all times allow the Association and their representatives, employees and contractors, access to the two water wells for the purpose of maintenance, repair and replacement. The two water wells are for the use and benefit of all Owners, acting through the Association which has an unrestricted right to water produced therefrom, including the right to distribute said water by pipeline throughout the Subdivision. Any Owner of Tract 3 takes title subject to these matters which run with the land.
13. In order to preserve the current open-space land valuation for ad valorem tax purposes, each owner of any unfenced tract shall, upon acquisition of the tract, execute a lease agreement with Declarant (or their assigns) which provides for a one year lease of the tract to Declarant (or their assigns) for grazing cattle only with automatic one year extensions at the yearly rental of \$10.00 without right of termination by Lessor unless their tract is separately qualified for open-space land valuation by the Edwards County tax authority.

CREATION OF THE INDIAN CREEK RANCHES SUBDIVISION ROAD AND WATER WELL MAINTENANCE COMMITTEE AND LANDOWNERS ASSOCIATION

**I.
INDIAN CREEK RANCHES SUBDIVISION
ROAD AND WATER WELL MAINTENANCE COMMITTEE:**

There is hereby created and activated the INDIAN CREEK RANCHES SUBDIVISION ROAD AND WATER WELL MAINTENANCE COMMITTEE for the purpose of supervising, controlling, constructing and maintaining the road Easement and maintaining, repairing or replacing the two water wells located on Tract 3 and for the further purpose of performing such other duties and responsibilities as are allocated under any of the other terms, conditions and provisions of this Declaration. The Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of the INDIAN CREEK RANCHES SUBDIVISION, PHASE II, a subdivision in Edwards County, Texas. The initial member of the Committee shall be Declarant's President, William C. Cocks, Sr. Thereafter and upon the sale of all of the acreage which comprises INDIAN CREEK RANCHES SUBDIVISION, PHASE II, the Committee shall be composed of three (3) members who shall be chosen by the Association as hereinafter provided. If any one (1) or more of the Committee fails, refuses or is unable to serve, the remaining members are hereby authorized to appoint a person or persons as replacement members. In the event all of the members of the Committee fail, refuse or are unable to serve, then the Association shall elect a new Committee, each Owner to have one (1) vote in such election for each tract which said Owner owns.