

RESTRICTIVE COVENANTS

RECITAL

The Board of Directors of Buckeye Knoll, Inc., agree to the following limitations and restrictions which shall run with all land contained as Exhibit "A" in the Buckeye Knoll, Inc. Subdivision ("Subdivision"). The lands in the Buckeye Knoll Subdivision are more particularly described on the maps of the Subdivision which are attached hereto and incorporated herein as Exhibit "A" and are filed for record in the Map Records in the office of the County Clerk of Live Oak County, Texas, in Volume 2 at page 34. The lands in the Buckeye Knoll Subdivision which are subject to these restrictive covenants are hereinafter referred to as the "Property" and/or "premises."

CONDITIONS, RESTRICTIONS AND COVENANTS

Property owner expressly accepts this contract subject to and agrees to abide by the following limitations and restrictions.

1. The premises shall be used for single family, private residence and adjoined appurtenances only, and for no other purpose. No business or commercial enterprise shall ever be conducted on Property. Property owner may not rent or lease property.
2. No signs, billboards or advertising devices or any kind shall be placed on the premises.
3. No dwelling shall be erected or placed on any lot having a width of less than seventy (70.0) feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having any area of less than ten thousand (10,000) square feet. Each residence shall contain a minimum of 1,200 square feet. No structure shall exceed two stories in height. Any residence or improvements to be erected must be approved by the Board of Directors of Buckeye Knoll, Inc. The Board of Directors shall be elected by the property owners at the annual meeting and shall consist of 5 persons over 21 years of age, who shall serve for two years each. Each board member named herein shall serve until his/her successor is elected in said manner. However, in the event there should be no Board of Directors in existence, or the Board of Directors fail within two weeks to approve such design or location, then such approval shall not be required, provided, however, that such improvements shall conform in harmony with existing structures in said Subdivision.
4. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood, and no part of said premises shall be used for the commercial treatment of any contagious or infectious disease. No livestock, such as cattle, hogs, poultry, horses, goats, sheep, lambs, or other animals may be kept on any part of the Subdivision, except that this paragraph shall not preclude the keeping, as pets, of dogs and cats, such as are ordinarily kept as pets in residential subdivisions, provided that they are not kept or bred for any commercial purpose. These pets shall be confined to property owner's premises.

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5. No travel trailer or recreational vehicle on the premises shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Property owners may park modern, well-kept and currently-licensed recreational vehicles (travel trailer and motor homes) in the driveways of their residential properties only, and not in the yard or on a vacant lot. Visitors with a recreational vehicle may park on the homeowner's property for a period not to exceed three weeks. Visitors shall not discharge gray or black water waste.
6. No structure, including but not limited to any trailer, storage facility, basement, tent, shack, garage, barn, outbuilding, mobile home and/or manufactured home shall be moved onto the premises unless it meets with the approval of the elected Board of Directors hereinabove referred to, or if there is no elected Board of Directors, it shall conform to and be in harmony with existing structures in the Subdivision. No house or mobile home shall be moved in on any lot. Building a new home or remodeling an old home exterior shall be completed within one year.
7. Property owner shall, at his own cost and expense, keep the building which may be situated on said premises and all appurtenances thereunto belonging, in a good, safe and sanitary condition, and property owner shall conform to all ordinances or laws affecting said premises. Property owner shall keep and save Buckeye Knoll, Inc. harmless from any penalty, damages or charges imposed or incurred for any violation of said ordinances or laws, whether occasioned by the neglect of property owner or any agent, tenant or contractor then upon or using said premises. Property owner shall also save Buckeye Knoll, Inc. harmless and free from any loss, cost, damage or expense arising out of any accident or other occurrence causing injury to any person or property, and due directly or indirectly to the use or occupancy of said premises by property owner or other person holding under him. Property owner, or other person holding under him, shall save Buckeye Knoll, Inc. free from any loss, damage or expenses arising out of failure of property owner or other person holding under him to comply with the requirements and provision of this contract/agreement.
8. No outside toilet shall be permitted on the premises, it being agreed that all toilet facilities shall be built exclusively within the confines of a dwelling, garage, servant's quarters or other building used properly for some purpose other than a toilet. Property owner agrees that each toilet shall be connected with a septic tank, which septic tank shall be constructed and maintained by property owner, in accordance with standards and regulations approved by the Live Oak County Health Unit, and which are or may be required by the State of Texas, the County of Live Oak, the Live Oak County Health Unit or any water district or other governmental agency.
9. Property owner shall keep weeds on the premises cut and shall not permit the accumulation of trash, rubbish, or other unsightly articles on the premises, and the Board of Directors shall have the privilege at any time or times, as they see fit, of having the premises cleaned to comply with this restriction, and the property owner agrees that any reasonable expense incurred in doing the same shall be paid by him, his heirs or assigns.

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10. No hunting shall be permitted on the premises.
11. Buckeye Knoll, Inc. has drilled a water well and intends to furnish water to property owner, in the Subdivision and charge a rate ("water rent") sufficient to pay the cost of any and all labor and materials required to operate and maintain said water well, including a reserve for depreciation, which cost shall be borne equally among the property owners in the Subdivision, payable to Buckeye Knoll, Inc. Buckeye Knoll, Inc., shall not be required to furnish water to property owners, their heirs or assigns and reserves the right to physically disconnect water service, if water rent is not paid in full. Reconnection to the water system of Buckeye Knoll, Inc., in addition to any applicable disconnection fees, will be the sole responsibility of the property owner.
12. Property owners are required to pay an association fee deemed appropriate by the voting property owners. The association fee will cover the expenses of taxes on the common park property, pool and park maintenance, and street lights. No property owner shall have the right to the use of such common facilities, except upon payment of the association fee.
13. Recreational vehicles, including but not limited to motorcycles, go-carts, four-wheelers, golf carts and ATV's (all terrain vehicles) must have mufflers and must not cross private property.
14. Speed limits are posted for safety and convenience of all.
15. Buckeye Knoll, Inc. shall be under no obligation to make expenditures in excess of the money collected, and it shall not be liable to property owner, his heirs or assigns, or invitees, resulting directly or indirectly from the use of such facilities, and each person so using the same shall do so at his or her own risk. Buckeye Knoll, Inc. further agrees that this provision shall be contained in all deeds to lots in this Subdivision.
16. In the event Buckeye Knoll, Inc. shall without fault on their part be made a party to any litigation concerning this contract, brought by or against said property owner or other person holding under him, then the latter shall pay all costs and attorney's fees incurred by Buckeye Knoll, Inc. on account of such litigation. In the event of default by property owner of any of his obligations hereunder and the collection or enforcement by Buckeye Knoll, Inc. is placed in the hands of an attorney, then the property owner agrees to pay all reasonable cost and expense incurred by Buckeye Knoll, Inc. in the enforcement thereof, including attorney's fees.
17. These restrictions shall be binding on property owner and all parties claiming by, through or under him, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions. In addition to the elected Board of Directors, each property owner in the Subdivision shall have the right to enforce observance and performance of these restrictions, covenants and conditions, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right to injunction and to any and all other remedies at law or in equity to which may be entitled. The remedy of injunction shall be

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cumulative to all other remedies; provided, further, however, that it shall not be mandatory or required of Buckeye Knoll, Inc. that it enforce such restrictions, either against property owner herein or against other property owners in the Subdivision, whether called upon to do so or not.

18. The right is reserved by the above-mentioned Board of Directors to revise these restrictions when such change is required, for the advantage and best appearance of the Subdivision.
19. No waiver by Buckeye Knoll, Inc. of any breach of any of the said restrictions or covenants herein contained to be performed by property owner, or other person holding under him, shall be construed to be a waiver of any succeeding breach of the same covenants or agreement, nor shall the waiver by other property owners in the Subdivision of a breach of property owner herein of these restrictions constitute or be construed as a waiver of any succeeding breach of the same restrictions.
20. Invalidation of any one of the restrictions or covenants by judgment or court order or otherwise shall not affect any of the other provisions, which shall remain in full force and effect.
21. If through any error or oversight, mistake, or for any other reason, property owners of other lots in this Subdivision violate any of the restrictions contained in this or their contract/document or fail to conform to all of the limitations contained in his or their contract/document, such conformity shall in no way affect or impair the limitations and restrictions contained in this contract/document. Buckeye Knoll, Inc. shall in no way be liable to property owner herein, his heirs or assigns, for damages, if any, which may or might be suffered by property owner herein.
22. Property owner shall promptly execute and fulfill all ordinances and regulations of the state, county and other governmental agencies applicable to said premises and all laws and ordinances imposed by any board of health, sanitary and/or police departments for the correction, prevention and abatement of nuisances in or upon or connected with said premises at property owner's sole expense and cost.
23. It is further covenanted and agreed that whether herein so expressed or not, all the exceptions, terms, conditions, provisions and agreements herein shall extend to and be binding upon, or inure to the benefit of, as the case may be, each and every one of the heirs, executors, administrators and assigns of property owner, as in each and every case expressed, and whether or not the instrument under which such person holds refers and calls attention to this instrument or not, and all the conditions, covenants and limitations of this agreement shall be and are covenants running with the land.

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These restrictions are approved by the Board of Directors of Buckeye Knoll, Inc. of record on this date.

Executed the 8th day of May, 2000.

BUCKEYE KNOLL, INC.

BY: Fran Barry
FRAN BARRY, DIRECTOR

BY: Deanna Myers
DEANNA MYERS, DIRECTOR

BY: Donna VanWay
DONNA VAN WAY, DIRECTOR

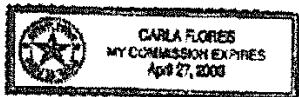
BY: Mike Kocian
MIKE KOCIAN, DIRECTOR

BY: Jo Dennis
JO DENNIS, DIRECTOR

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THE STATE OF TEXAS §
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COUNTY OF Parker §

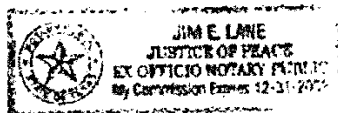
BEFORE ME, the undersigned authority, on this day personally appeared FRAN BARRY, as Director of BUCKEYE KNOLL, INC. on the 8th day of May, 2000, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was executed for the purposes and consideration therein expressed.



Carla Flores
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF Live Oak §

BEFORE ME, the undersigned authority, on this day personally appeared DONNA VAN WAY, as Director of BUCKEYE KNOLL, INC. on the 16th day of MAY, 2000, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was executed for the purposes and consideration therein expressed.



Jim E. Lane
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF Parker §

BEFORE ME, the undersigned authority, on this day personally appeared DEANNA MYERS, as Director of BUCKEYE KNOLL, INC. on the 8th day of May, 2000, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was executed for the purposes and consideration therein expressed.



Carla Flores
NOTARY PUBLIC, STATE OF TEXAS

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THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared JO DENNIS, as Director of BUCKEYE KNOLL, INC. on the 8th day of May, 2000, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was executed for the purposes and consideration therein expressed.



Carla Flores
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
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COUNTY OF Dallas §

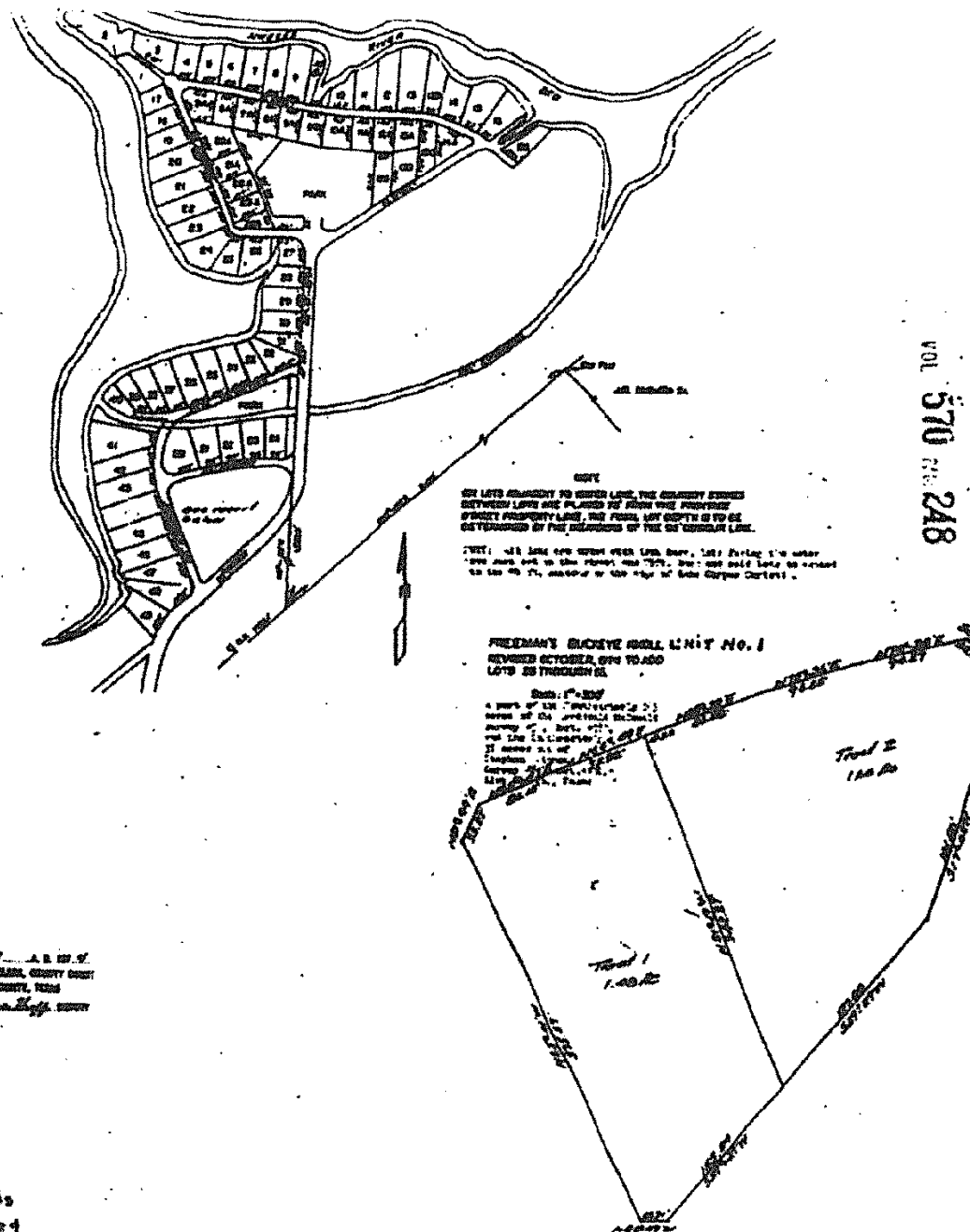
BEFORE ME, the undersigned authority, on this day personally appeared MIKE KOCIAN, as Director of BUCKEYE KNOLL, INC. on the 8th day of May, 2000, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was executed for the purposes and consideration therein expressed.



Carla Flores
NOTARY PUBLIC, STATE OF TEXAS

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EXHIBIT "A"

00147437

Restrictive Covenants

Buckeye Knoll, Inc

to

The Public

FILED FOR RECORD 22nd
DAY OF May A.D. 2000
AT 4:37 O'CLOCK P.M.

MILDRED JAMES

CLERK COUNTY COURT LIVE OAK COUNTY, TEXAS

BY Karen Irving DEPUTY
5-8-2000

STATE OF TEXAS COUNTY OF LIVE OAK
I hereby certify that this instrument was filed on the date
and at the time stamped hereon by me, and was duly
RECORDED in Volume 570 Page 249 of the Need
County of Live Oak County, Texas on May 22, 2000



MILDRED JAMES
CLERK COUNTY COURT
LIVE OAK COUNTY, TEXAS,
BY Karen Irving DEPUTY

KAREN IRVING

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23 pd
14 c/c for 1

Ret: Buckeye Knoll, Inc.
P.O. Box 41
Deniro, TX 78350