

**Key Ranch Estates Subdivision  
Restrictions as Amended February 10, 1981**

1. All lots shall be used exclusively for Residential purposes, except such lots otherwise designated by Developer on the Plat of said Addition of record in the Plat of Records of Henderson County, Texas, and the term Residential shall be construed to exclude business, commercial or professional use.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage, trash, waste, or other refuse, and no noxious or offensive activity shall be carried on upon any residential lot which may become an annoyance or nuisance to the neighborhood.
3. No lot shall be occupied, leased, rented, conveyed, or otherwise alienated, nor shall the title or possession thereof pass to another without the written consent of the Grantor, except that the Grantor shall not withhold such consent if and after a written consent is given to permit such occupation, leasing, renting, conveyance or alienation by a majority of the owners of the fifteen (15) building sites included within these covenants most immediately adjacent to the said premises, and which adjoin or face said premises for a distance of five (5) building sites from the respective side lines of said premises, and also the five (5) building sites which are most immediately adjacent thereto and across any street upon which said premises front; except transfer of title by way of devise or inheritance, in which case the devisee or heir shall take such property subject to the restrictions herein imposed, and except that said property may be mortgaged or subjected to judicial sale, provided, in any such case, that no purchaser of said premises at judicial sale shall have the right to occupy, lease, rent, convey or otherwise alienate said premises without the written consent of the Grantor first had and maintained in the manner above stated.

In the event there is a total of less than fifteen (15) building sites which the consent requirements of this Section, then a sufficient number of the most immediately adjacent building sites included within these covenants and lying to the rear of said premises shall be included to obtain the required fifteen (15) building sites.

3a. It is understood, however, that the rights hereby reserved to the Grantor shall apply with equal force and effect to its successors and assigns; but in the event the ownership and control of the rights hereby reserved, pass from the hands of the Corporation, either by reason of the appointment of a Receiver, assignment for the benefit of creditors, bankruptcy, by sale under legal process of any kind, by the transfer of the ownership of the majority of stock to other than the Corporation's interests, or otherwise, the provision for consents by the Grantor in this Section, provided for, shall be deemed to be sufficiently obtained when obtained only from a majority of the owners of the said adjoining and facing building sites, as specified in Section 3 herein, and thenceforth, the right to enforce any restrictions in this section 3 of the said adjoining and facing building sites.

4. No structure of a temporary character, trailer, bus, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No more than one single family building, not to exceed 2 stories, shall be erected on any residential lot and each such residence shall contain not less than 1,000 square feet of living area or floor space, excluding porches, decks, and attached garage.

5a. House foundations must be concrete pier and beam or concrete slab under the living area or floor space of dwelling. All attached porches, decks, patios, and garages must be underpinned and sided to ground level with the same exterior siding material as used for the exterior siding on the house.

5b. All exterior siding and finish must consist entirely of new building materials, except houses constructed with masonry siding.

6. No livestock or animals shall be kept on the lots except dogs, cats, and other household pets, but they shall not be kept, bred or maintained for any commercial purpose.
7. No outdoor toilet shall be erected or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements substantially equal or exceeding the minimum requirements for such systems as recommended by the State Board of Health.
8. No residence shall be located on any lot nearer than 20 feet to the front line nor nearer than 7 feet to the side or back lot line of any lot, or 25 feet from the 325 foot contour line of the lakefront, and no out-building shall be constructed nearer than 40 feet to the front lot line nor nearer than 7 feet to the side or back lot line.
9. All dwellings must be constructed from the ground up on the home owner's site and any house, home or dwelling constructed elsewhere may not be moved into the Key Ranch Sub-division.

9a. No building shall be erected or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by Key Development and Investment, Inc., or by a representative designated by Key Development and Investments, Inc. In the event that Key Development and Investment, Inc. or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the Covenant will be deemed to have fully complied with. Neither Key Development and Investment, Inc. or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

10. All buildings shall be neat in appearance, wood exteriors shall be stained or painted with two coats of paint and stain and all residences must be completed on the exterior within one hundred and twenty (120) days from the beginning date of construction.
11. Easements for the installation and maintenance of utilities and drainage facilities are reserved across the front five (5) feet and rear six (6) feet for the full width of each lot and for five (5) feet on the sides for the full length of each lot and channel easements are reserved and designated on the recorded plat of this Addition, but no easements are granted across the part of lots adjoining the lakeshore.

12. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum setback line established herein except upon approval by Key Development and Investment, Inc as provided in Section 9.
13. No sign shall be erected, placed, or permitted to remain on any residential lot, except a standard real estate for sale sign not to exceed 10 by 24 inches.
14. All lot owners are required to maintain yards, drainage ditching along, and along alley access ways, and in the event they do not do so, then Key Development and Investment, Inc., its successors or assigns, or duly appointed legal representatives shall give said lot owner thirty (30) days written notice, at said lot owner's last known mailing address, to comply with this restriction, and if said lot owner fails or refuses to comply with the terms of said written demand then Key Development and Investment, Inc., its successors or assigns, or duly appointed legal representative is authorized to have the necessary work done and the cost of such work shall constitute a lawful lien against said lot enforceable in a court of law.
15. All owners of lots with front or rear of lot on the lakeshore are required to keep said shore clean and free of trash, rubbish or other refuse.
16. All purchasers of a lot or lots in the Subdivision must be members of the KEY RANCH PROPERTY OWNERS ASSOCIATION.
17. All lot owners must pay such annual dues as may be assessed against them by KEY RANCH PROPERTY OWNERS ASSOCIATION promptly and when such dues become payable, pursuant to the rules and regulations promulgated by KEY RANCH PROPERTY OWNERS ASSOCIATION and that delinquent dues shall be and constitute a lien against the member's lot or lots.
18. Developer shall have an option to repurchase any lot sold by developer at any time a lot owner shall elect to sell his lot for an amount equal to any bonified offer received by such lot owner. Only in the even that developer shall notify in writing of developer's election not to exercise such option shall any lot owner convey to any person other than the developer.
19. These Covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except they may be changed by Key Development and Investment, Inc., its successors and assigns.
20. Invalidation of any one of these covenants by a judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.
21. There shall be no firing of fire arms except for protective purposes.

***NOTE: This document is a reproduction of legal document number 938, pages 691 through 693, executed the 11<sup>th</sup> day of March in 1981 by John W. Key, for Key Development and Investment, Inc., in the county of Henderson, state of Texas. Copies with signatures are available by contacting the Key Ranch POA at 324 Lazy Cane Ranch Rd, Trinidad, TX 75163.***