

**RESTRICTIVE COVENANTS FOR
INDIAN RIDGE AT MESSER RANCH
A SUBDIVISION IN BELTON, BELL COUNTY, TEXAS**

John B. Messer, Sr. and Bill & Ann Messer Family Limited Partnership, being owners of all the tracts in INDIAN RIDGE AT MESSER RANCH, a subdivision of Bell County, Texas, do hereby adopt the following restrictions, protective covenants, and conditions for its mutual benefit and interest of the neighborhood where said properties are located, and do hereby mutually covenant, conclude, and agree as follows:

1. No lot or any part thereof shall be used except for residential purposes, except that Lots 8, 9, and 10 may be used solely for "agricultural use" or "qualified open-space land" as defined in Section 23.51 of the Texas Property Tax Code. If the owner of Lots 8, 9, and 10 elects to use those lots for the aforementioned purpose, any provision of these restrictive covenants that conflicts with that use shall not apply to those lots during the time of that agricultural or open-space land usage.
2. No lot or other lots shall be subdivided into smaller lots or parcels of land for the purpose of building thereon.
3. No building, mailbox or fencing shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.
4. The architectural control committee, sometimes referred to herein as ACC, is composed of John B. Messer, Sr., Ann Messer, and John B. Messer, Jr. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

a. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, or in any event, if no suit to

enjoin the construction has been commenced prior to the completion thereof, the approval will not be required and the related covenants shall be deemed to be fully complied with.

b. The ACC shall exercise its judgment to see that all improvements, fencing, construction, landscaping and alterations on land within INDIAN RIDGE AT MESSER RANCH, conform to and harmonize with the existing and surrounding structures and that trees and environment are protected.

c. In the event the ACC shall refuse to approve any plans and specifications for whatever reason, then the owner requesting approval of such plans and specifications shall have the right to approach each of the other owners to secure written approval of at least 75% of the then current owners, which approval or disapproval shall be final. Neither the Developer/Seller nor the ACC shall have any personal liability for refusing to approve any plans and specifications, and any owner waives his/her right to any cause for action for such refusal of approval of such plans and specifications.

d. The ACC shall maintain written records of all applications submitted and of all actions taken.

e. The ACC shall have the authority to modify or waive the masonry requirements. In addition, when in the opinion of the ACC, a waiver or modification of any other restrictive covenant herein would not impair or detract from the high quality of this subdivision, it may be written instrument in recordable form waive or modify any such restriction.

f. The ACC shall not be liable in damages to any person submitting requests for approval or to any owner within INDIAN RIDGE AT MESSER RANCH, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

5. No trailer house or trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.
6. No residence or dwelling unit shall be erected upon any lot thereof, as permitted herein, which shall contain less than Two Thousand Two Hundred Fifty (2250) square feet, unless an exemption is granted by the ACC. Exterior walls must be at least eighty (80%) percent masonry, masonry veneer, rock or stucco, exclusive of windows and doors. Two story buildings must have a ground floor area of at least Fourteen Hundred (1400) square feet. Separate buildings, including

detached garages, storage buildings and servant or guest houses, must conform to the architectural style of the main dwelling and must have at least Seven Hundred (700) square feet of floor space and a complete bathroom. Prefabricated or metal storage buildings may not be used. Roofing material for all building and dwelling on lots 7-21 shall be non-reflective.

7. Each mailbox shall be enclosed in masonry material identical to the masonry used on the house and must meet any requirements of the United States Postal Service.
8. No existing building, trailer, mobile home, dwelling, tent, shack or other portable building shall be moved onto any lot for use as a dwelling.
9. All restrictive covenants and conditions shall apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.
10. No fence shall be constructed or allowed to remain in front of the minimum building setback line, except that on Lots 8, 9, and 10, fencing approved by the ACC may be placed along the front property line, and all fences behind the minimum setback shall have a maximum height of six (6') feet. All front fences facing a street must be constructed of wood, wrought iron, or masonry material matching the architectural style of the dwelling, except that the style of the fencing along the front and sides of Lots 8, 9, and 10 is subject to the approval of the ACC.
11. No pools or spas shall be erected, constructed or installed on any lot unless approved by the ACC.
12. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
13. No lot, street, or alley of this subdivision shall be used for the parking or storage, temporary or otherwise, of any abandoned or inoperable vehicle, trailer or boat, or any part.
14. No vehicle with tonnage in excess of one ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day, in, on or about the streets of said subdivision or park in, on or about the front or side yards therein. No boat, camper, trailer or any other vehicle shall be parked for storage in the driveway or yard in front of the

respective house. Any storage of such shall be in a garage or other approved facility which, in the opinion of the ACC, will not cause an unsightly condition.

15. No animals, livestock, swine, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other normal household pets, but shall not exceed three, may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Animals which are allowed on the premises by these restrictions shall not be allowed to roam the subdivision unattended, and must be kept in fenced enclosures, cages, or on a leash at all times. Notwithstanding this provision, cattle, horses and/or goats would be allowed on Lots 8, 9, and 10, if done in furtherance of gaining ad valorem tax exemptions as stated in Paragraph 1 above.
16. No lot shall be used or maintained as a dumping ground.
17. All garbage and trash shall be kept in properly covered receptacles and shall be stored in a safe and sanitary manner and kept out of sight except on collection days.
18. All mechanical equipment, including, without limitation, electrical meters, gas meters, and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring lots and streets.
19. The ACC must approve any exterior decorations, including without limitation, sculptures, ornaments, fountains, flags, and similar items.
20. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any lot without the approval of the ACC.
21. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of the lot or dwelling, as determined by the ACC.
22. No open or outdoor privies shall be placed or permitted to be placed in this subdivision.
23. No window air conditioning units may be installed in any dwelling or building unless approved by the ACC.

24. No commercial sign or poster of any kind shall be allowed on any lot of said subdivision except on a sign of not more than three (3) square feet in area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.
25. The construction of any storage or other outbuilding on any lot within this subdivision must first be approved by the ACC.
26. No oil, gas or other mineral operations of any nature shall be permitted in said subdivision including the buildings, well, tanks, excavations or derricks connected therewith.
27. No trees, other than diseased or dead trees or for safety reasons, shall be removed unless approved by the ACC. Any stumps resulting of acts of God must be removed.
28. No fence wall, hedge or shrub planting which obstructs site lines at elevations between two feet (2') and six feet (6') above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lines and a line connecting them at points twenty-five feet (25') from the intersections of the street lines. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.
29. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with all applicable laws, rules, standards and specifications.
30. All dwellings shall be equipped with a septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications.
31. No lot can be used for a street thoroughfare without the written consent of the ACC.
32. No residence shall be erected, other than one detached single family residence not to exceed two stories in height, or a split-level residence and a private garage for not less than two cars. All garages must be rear or side entry. Garages must be constructed in such a manner as to not open toward or face any street, but detached garages may face the street, provided the front of the garage is no closer to the street than the rear baseline of the house. Detached garages may be connected to the house by means of a covered breezeway. However the ACC

reserves the right to allow front entry if, in the sole opinion of the committee, there is architectural compatibility with the house and lot.

33. Driveway and parking pad material shall be of concrete, concrete aggregate, asphalt, or brick materials. All driveway approaches shall be concrete with a minimum width of twelve (12') feet with ten (10') foot radius returns or fifteen (15') feet with five (5') foot radius returns. Reinforced pipe with 6:1 concrete sloped pipe-ends is required for all culverts under driveway approaches.
34. All utilities within each lot shall be installed underground. Utility lines, including, without limitation cable television and gas, may only be installed, repaired or replaced under existing roadways, sidewalks and driveways by a method which will not disturb the paved surface of such roadway, driveway or sidewalk. This restriction is intended to preserve the aesthetic nature of the paved surfaces.
35. The owners or occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner. All owners will be required to paint pruned tree limbs to prevent acquiring tree fungi.
36. The owners or occupants of all lots at all times shall mow and maintain any right of way for streets, utility easements, drainage easements which are adjacent to or cross lots owned or occupied by them.
37. No owners of lots shall block, impound, divert, or contaminate any stream, spring, or watercourse adjacent to or which crosses any lot owned or occupied by them, whether or not said watercourse flows continually or is seasonal.
38. There shall be no hunting or discharge of firearms of any kind allowed in this subdivision.
39. Access to all lots is restricted to use of the streets, avenues, roads, drives, and alleys that are dedicated on the recorded plat of Indian Ridge at Messer Ranch.
40. The undersigned hereby reserve the exclusive right to replat or re-subdivide any or all of said INDIAN RIDGE AT MESSER RANCH without prior approval of owners of property within INDIAN RIDGE AT MESSER RANCH subsequent to the filing of these covenants.
41. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be

automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

42. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any covenant shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.
43. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.
44. Each owner of a lot hereby covenants , and by acceptance of a deed for a lot in this subdivision, whether or not it shall be so expressed in such deed is deemed to covenant and agree to join the INDIAN RIDGE HOMEOWNERS ASSOCIATION (hereinafter "Association") and to pay to the Association representing the owners all assessments duly made by the Association pursuant thereto, and such assessments, together with the legal interest thereon, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each assessment so made, together with legal interest, costs, and reasonable attorney's fees shall be equal to a fraction, the numerator of which shall be one (1) and the denominator which shall be the sum of all the lots in the Association. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust lien or mechanics lien hereafter in good faith placed upon the lots subject to assessments.

a. The Association shall consist of John B. Messer, Sr., Ann Messer, and John B. Messer Jr. A majority of the Association may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. The Association shall have the authority to collect regular annual assessments of \$150.00 per lot to defray expenses attributable to the Association's duties and to improvements to INDIAN RIDGE AT MESSER RANCH, to be levied against the owners of each lot and to disburse the funds for such expenses as the Association in its sole and absolute discretion deems appropriate.

c. The Association shall have the authority to establish and collect special assessments should the foregoing regular assessments be insufficient to pay necessary expenses and to waive the regular annual assessments should the Association determine, in its sole and absolute discretion, that a sufficient amount has been accumulated to pay necessary expenses.

d. The Association shall, upon written request, furnish all lot owners paying the said assessments an annual report on the status of the assessment fund.

e. The Association shall have the authority to file liens against lots because of nonpayment of assessment liens duly levied as set forth herein and to foreclose on those liens.

f. The Association shall receive complaints regarding violations of the covenants herein and to hold hearings to determine whether or not violations have occurred and whether or not to initiate enforcement action.

g. The annual assessment of \$150.00 per lot shall be due on January 15th of each calendar year beginning on January 15, 2006. If the Association elects to increase the annual assessment, waive the annual assessment, or establish a special assessment, the Association shall do so and give not less than thirty (30) days written notice to every owner subject to such assessment sitting forth the amount of the assessment, if any, and the due date thereof.

45. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

All conveyances of lots within INDIAN RIDGE AT MESSER RANCH shall be made reference to the Plat recorded in Cabinet D, Slide 19-D, Plat Records of Bell County, Texas, and all such conveyances shall be subject to the restrictive covenants as set forth in this document.

Dated this _____ day of May, 2005

BILL & ANN MESSER FAMILY LIMITED
PARTNERSHIP, a Texas limited partnership

By:

B & A MESSER, LLC,
a Texas limited liability company

By:

Ann Whitworth Messer
Ann Whitworth Messer,
Secretary and Manager

John B. Messer, Sr.
JOHN B. MESSER, SR.

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 13th day of May, 2005,
by Ann Whitworth Messer, Secretary and Manager of B & A Messer, LLC, general
partner to Bill & Ann Messer Family Limited Partnership, a Texas limited partnership,
on behalf of said partnership.



Staci Sellears
NOTARY PUBLIC, STATE OF TEXAS

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

RESTRICTIVE COVENANTS – INDIAN RIDGE AT MESSER RANCH

This instrument was acknowledged before me on the 13th day of May, 2005, by
John B. Messer, Sr.



Staci Sellears
NOTARY PUBLIC, STATE OF TEXAS

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FILED FOR RECORD

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CNTY CLERK, BELL CNTY TX.
BY DEPUTY