

ERIC A. MUSTARD, ET UX, ET AL TO

THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

972445
THAT WHEREAS, ERIC A. MUSTARD and wife, MARY P. MUSTARD, herein called ("Mustard"), is the record owner of all that 114 acres of land, located in Gillespie County, Texas, as described on Exhibit "A", attached hereto and made a part hereof collectively ("Property"); and

WHEREAS, ED D. REYNOLDS, III and wife, RHODA BAYLOR REYNOLDS, herein called ("Reynolds") is the record owner of all that 55 acres of land, located in Gillespie County, Texas, as described on Exhibit "B", attached hereto and made a part hereof collectively ("Property"); and

WHEREAS, CHRISTOPHER ACTON, herein called ("Acton") is the record owner of all that 137.5 acres of land, located in Gillespie County, Texas, as described on Exhibit "C", attached hereto and made a part hereof collectively ("Property"); and

WHEREAS, Mustard, Reynolds and Acton will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the above referred Property

shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any contract or deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

DEFINITIONS

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Tract" shall refer to any portion of the Property, as owned by any Owner.

II.

RESTRICTIONS

1. No mobile home shall be used as a permanent dwelling on any tract of land consisting of less than fifty (50) acres, and may not be located within four hundred feet

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(400') of any perimeter boundary line of the hereinabove referenced three (3) tracts; but a mobile home may be used as temporary residence for a period of not more than three (3) months prior to starting construction of a permanent residence and for not more than eight (8) additional months during construction of the permanent residence, at which time it shall be removed from the premises. To the extent however, that mobile homes may be used as herein provided, in no event shall any owner operate a "trailer park" as that term is traditionally understood.

2. No structure of a temporary character, trailer, camper, tent, shack, garage, or other out building shall be used on any tract, at any time as a residence, either temporarily or permanently, subject to the preceding section.

3. No industrial pursuit or enterprise shall be permitted to be conducted on the tract. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state (other than a cottage industry by an artisan, i.e., artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of:

A. Auto painting and repair; heavy machinery operation or storage; welding or machine shop; concrete products manufacture.

Agricultural use and the processing of agricultural goods into commercial products are declared not to be in industrial pursuit or enterprise.

4. Animals, except swine, may be kept on any tract provided they do not

constitute a commercial livestock feeding operation; that they be confined to the owner's respective tract, at all times, and that they not be offensive to adjacent landowners by either smell, noise, sight or otherwise.

5. No abandoned automobiles, equipment or junk shall be permitted on any tract or upon any road adjoining said premises. After completion of a permanent residence, tract owners may store their personal travel trailer, motor home or other recreational vehicle on the premises, so long as it is not used as a permanent dwelling.

6. No noxious or offensive activity shall be permitted on the subject premises, nor shall anything be done thereon which shall be an annoyance or nuisance to the owners of the land herein described.

III.

GENERAL PROVISIONS

3.01. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions now or hereafter imposed by the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.02. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

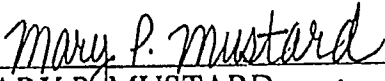
3.03. The covenants, conditions and restrictions of this instrument shall run with and

bind the land and shall inure to the benefit of, and be enforceable by the Owner of any Tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until 2007, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time, by an instrument signed by not less than the Owners of ninety per cent (90%) of the above described 306.5 acres. No amendment shall be effective until duly recorded in the Real Property Records of Gillespie County, Texas, and until the approval of any governmental regulatory body, which may be then required, shall have been obtained.


EXECUTED this 10th day of July, 1997.



ERIC A. MUSTARD




MARY P. MUSTARD



ED D. REYNOLDS, III



RHODA BAYLOR REYNOLDS

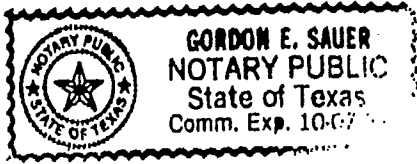


CHRISTOPHER ACTON

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 11th day of July, 1997, by ERIC A. MUSTARD and wife, MARY P. MUSTARD.



[Signature]
Notary Public in and for
the State of Texas

STATE OF TEXAS §

COUNTY OF Ellis §

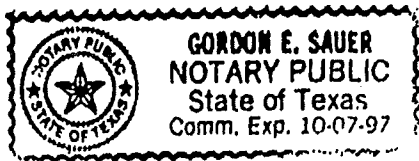
This instrument was acknowledged before me on the 10 day of July, 1997, by ED D. REYNOLDS, III and wife, RHODA BAYLOR REYNOLDS.

[Signature]
Notary Public in and for
the State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 11th day of July, 1997, by CHRISTOPHER ACTON.



[Signature]
Notary Public in and for
the State of Texas

ERIC A. MUSTARD, ET UX, ET AL TO

THE PUBLIC

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS §

COUNTY OF GILLESPIE §

Reference is herein made to that DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS bearing date of July 10, 1997 executed by Eric A. Mustard, Mary P. Mustard, Ed D. Reynolds, III, Rhoda Baylor Reynolds and Christopher Acton, said Declaration recorded in Volume 328, Page 290-301 of the Real Property Records of Gillespie County, Texas, to which documents and its respective record, reference is expressly made.

Whereas, the undersigned have agreed to amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS by adding Section 7. to Article II. (RESTRICTIONS) pertaining to the future subdivision of the respective tracts of land described in the hereinabove referenced Declaration.

NOW, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises herein made, and the mutual benefits to be derived herefrom, and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by all parties hereto, they now agree to add Section 7. to Article II. (RESTRICTIONS) of the above referenced DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS providing for the following:

- "7. No tract of land shall be subdivided in the future to the extent that any tract or remaining parcel, shall contain less than twenty-five (25) acres."

In all other respects, the hereinbefore referenced DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS are hereby ratified and confirmed.

Executed this 19 day of January, 1999.

2000

ERIC A. MUSTARD

MARY P. MUSTARD

Ed D Reynolds

ED D. REYNOLDS, III

Rhoda Baylor Reynolds

RHODA BAYLOR REYNOLDS

CHRISTOPHER ACTON

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of
2000, 1999 by ERIC A. MUSTARD.

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

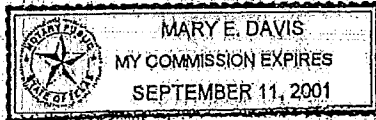
This instrument was acknowledged before me on the _____ day of _____, 1999 by MARY P. MUSTARD.
2000

Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Ellis §

This instrument was acknowledged before me on the 26 day of January, 1999 by ED D. REYNOLDS, III.
2000

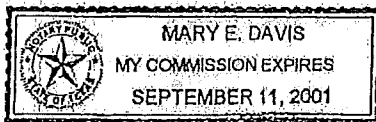


Mary E. Davis
Notary Public in and for
The State of Texas

STATE OF TEXAS §

COUNTY OF Ellis §

This instrument was acknowledged before me on the 26 day of January, 1999 by RHODA BAYLOR REYNOLDS.
2000



Mary E. Davis
Notary Public in and for
The State of Texas