

Text of Deed Restrictions – Pedernales Bend Subdivison

RESTRICTIONS

THE STATE OF TEXAS * KNOWN ALL MEN BY THESE PRESENTS * COUNTY OF BLANCO

That I, Michael R. Threadgill, President of Threadgill Land and Development Corporation, being the owner of all that certain land described in Exhibit "A" attached hereto and incorporated herein for all purposes in Blanco County, Texas, of which the herein conveyed tract is a part, do hereby make and impose upon and each all tracts the following limitations and restrictions.

1. Each and all of said tracts shall be used only for the placement or construction of one single family residence thereon, except that two single family residencies may be construction on resubdivided tracts as provided for in section 8 of these restrictions, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such tract shall be permitted unless approved by the hereinafter described Property Owner's Association.
2. No garage, shack, or temporary building shall be constructed on any tract as a living quarters thereon, except that the detached servants quarters or a garage apartment without any floor space limitation may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant as constructed.
3. Each main dwelling unit constructed on a tract must contain at least 800 square feet of area, exclusive of porches, garages, and breezeways. Any modification of this restriction must be approved by the Property Owners Association in writing.
4. No trailer house or mobile home shall be placed or otherwise permitted in this subdivision for use as living quarters; provided that one vacation type mobile home may be parked at or near a dwelling unit provided it is not used as a permanent quarters, and must be removed after sixty (60) days in each year, provided further that double wide MOdular Homes, with composition or wood shingle roofs, exterior siding consisting of other mateiral than aluminum and skirting to be constructed of rock or brick, may be used with the provision that the living area shall conform with the restrictions imposed by paragraph 3 hereof.
5. The exterior of all main dwelling units constructed on tracts, together with the driveways, sidewalks, and other exterior appurtenances thereto must be completed withing one year after the commencement of work thereon after the placing of materials or the placing of mateirals on such property whicever occurs the earliest.
6. Barns and sheds or other buildings, except houses, garages, and well cover shall be at least 200 feet from the property line, unless otherwised approved in writing by the Property Owner's Association.
7. No part or portion of said subdivision shall be used as a junk-yard or as an area for the accumulation of scrap or used materials and no part of said subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in said subdivision, nor shall anything be done in said subdivision that becomes an annoyance or nuisance to the owners of other lots in the subdivision.
8. No re-subdivision of any tract, of 5 acres or larger, into more than two (2) parcels will be permitted without the written approval of the Property Owner's Association. Anyh parcel thus formed is subject to all restrictions and limitations as herein provided, and must be at least 2 acres in size.
9. No firearms using center fire cartridges shall be used for the purpose of hunting or target practice on any of the tracts in this subdivision.
10. On or before January 1, 1985, Michael R. Threadgill, President of Threadgill Land and Development

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Corporation, shall appoint a committee to be known as Property Owner's Association consisting of three property owners to serve for a three year period. After expiration of the three year period the committee shall consist of three property owners elected by a majority of the owners of property in said subdivision and a new election shall be held each three years thereafter. In the event an election is not held at the time specified the then existing committee shall continue to serve until a new committee is duly elected. Any vacancies shall be filled by choice of the remaining committee members. Michael R. Threadgill shall serve in the capacity of the Property Owners' Association until three property owners are appointed, or until January 1, 1986, whichever occurs the earliest. The Property Owners' Association will serve as a restrictions committee to approve building plans and to administer the road maintenance program.

11. No dumping of household trash, or refuse will be permitted.

12. No for sale or rent sign will be displayed to public view on any property except for one professional sign of not more than five square feet.

13. No outside toilets shall be erected, placed or used upon said premises, but a septic system which must comply with the State, County and Community Department of HHealth shall be installed to accomodate sewage.

14. Only domestic animals will be permitted on any tract in this subdivision unless provided by the Property Owner's Association. It being specifically understood that no hogs may be kept on any tract in this subdivision and that keeping of other animals will be terminated should they create a nuisance.

15. Permanent all weather, non-paved roads suitable for driving by Automobiles have been constructed by Threadgill. They will be private non-county maintained roads on a 60' easement. These roads will be maintained by the Property Owners' Association herein provided for. An assessment of \$30.00 per tract per year shall run against each tract for maintenance of such roads and the park areas. Such assessment shall be and is hereby secured by a lien on each tract and shall be payable to the Property Owners' Association on the first day of each year beginning January 1, 1985. Said funds shall be used solely for the maintenance of such roads and park areas. Provided, however, that so long as the legal title to any of said tracts is in the Veterans Land Board of the State of Texas no assessments shall apply to said Veterans Land Board but to the Individual Veteran Purchasers of said tracts and provided further that the lien hereinabove specified shall not be applicable to such tracts. The park area hereinabove referred to is provided for the use and benefit of all the owners of the subdivison. It shall be maintained by the Property Owners' Association.

16. If through error or oversight or mistake an owner of a tract in said subdivision builds, or caused to be built, any structure thereon which does not conform to all of the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar that they apply to any and all other tracts in said subdivision. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners tracts in this subdivision to change, alter, or violate any of these restrictions and limitations herein contained.

16. Each and all of the limitations and restrictions herein contained shall end and shall terminate 20 years from and after this date unless continued for another similar period in the manner hereinafter provided. Within six (6) months before the expiration of said twenty year period, any five (5) owners of one or more tracts in said subdivision may call an election to be held in any building within said subdivision named in said call, at which all owners of one or more tracts in said subdivision shall be entitled to vote, one vote to be allowed by each owner of each tract in said subdivision. The action take by any such group in calling such an election shall be binding on all owners of land in said subdivision where such owners are notified by written notice of certified or registered mail thirty 30 days before the date said election is: Shall the limitations and restrictions herein contained be continued for a further term of twenty years, beginning at the expiration of the twenty year period herein provided. If a majority of the votes cast in said election shall favor the continuance of said limitations and restrictions, the results of said elections shall be set forth in a

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written instrument which shall be signed and acknowledged by one of those who called said elections, and filed for record in the office of the County Clerk, Blanco County, Texas, before the expiration of the present twenty year period, and such limitations and restrictions shall thus be automatically continued in full force and effect for the further period of twenty years. Any three of those who called said election shall conduct such election and shall act as the judges thereof. ^{Pages} Where a tract is community property or a homestead, the vote may be cast by either the husband or wife, but not by both. Where owner by joint tenants, the vote shall be cast by only one of the joint tenants. Where title to any tract or tracts is in one of the joint tenants. Where title to any tract or tracts is in process of adjudication in any court, such court may authorize a representative to cast the ballot for the tract or tracts involved.

18. In the event such election is held and the majority of the votes cast in such election shall be cast against the continuation of the limitations and restrictions, herein contained, then and in such event, all restrictions, limitations, and conditions herein contained shall become null, void, and of no further force and effect from and after the expiration of the original twenty year period herein provided for.

19. At the end of the second twenty year period, if such restrictions and limitations were imposed for the second twenty year period, another election can be held in a similar manner to determine whether or not such restrictions and limitations shall be extended for a third twenty year period, with results to be determined in the same manner as the end of the first twenty year period. Subsequent elections may be held each and every twenty years thereafter as long as the owners of said property in said subdivision desire to continue to impose such limitations and restrictions as are herein contained.

20. The restrictive covenants and use limitations herein provided for on said subdivision are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to property, including the right to acquire title to property by contract or otherwise, in said subdivision whether by descent, devise, purchase, or otherwise, and any person by the acceptance of title to any lot in such subdivision, including any person procuring the right by contract to acquire title to any lot in said subdivision, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations on said subdivision, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on said subdivision by virtue of the filing hereof in the Deed Records of Blanco County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictions and use limitations on such subdivision by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any tract or tracts in said subdivision or otherwise.

21. It is expressly understood that the undersigned, and his heirs, legal representatives or assigns, or any one or more of the owners of properties in said subdivision, shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, their heirs, legal representatives and assigns, or any other person or persons owning property in said subdivision, injured by virtue of any breach of the restrictions and use limitations, herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as the result of any breach, and in connection therewith it is controllingly understood that in the event a breach of these restrictions and use limitations by the owner of any tract or tracts in said subdivision it will be conclusively presumed that the other owners of tracts in said subdivision have been injured thereby. But there shall be no reversion of title from a violation of said restrictions, the violation being compensated by injunction and or damages.

22. Should any breach of the restrictions and use limitations herein provided for on said subdivision be held by a Court of competent jurisdiction to be invalid, void or non-enforceable for any reason, then it is expressly understood that any such adjudication or holding shall in no way affect impair or restrict any of the other restrictive covenants and use limitations herein on said subdivision.

23. All of the restrictions and use limitations herein contained on said subdivision shall extend to, and

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accordingly be binding upon, the heirs, assigns, devisees, contract holders, and owners of every kind, who may acquire any real property interest of any type, nature or kind in said subdivision from the undersigned, his heirs, legal representatives and assigns.

24. In imposing these restrictions and limitations, it is my intention to follow and conform to the general plan or scheme in the Pedernales Bend Subdivison as provided in an instrument recorded in Volume 101, Page 17-26, Deed Records, Blanco County, Texas.

Witness my Hand this 20 day of September, 1984

Michael R. Threadgill
President

River Tracts

Tract No / Acreage

81 / 5.500
82 / 6.00
83 / 5.757
86 / 5.347
87 / 5.572
88 / 5.000
89 / 5.000
90 / 5.000
91 / 5.000

Creek Frontage

Tract No / Acreage

31 / 5.000
32 / 5.000
33 / 5.000
34 / 5.000
35 / 5.000
36 / 5.000
37 / 5.000
38 / 5.000
39 / 6.126
40 / 7.012
41 / 6.506
42 / 5.688
43 / 5.450
44 / 6.000
45 / 5.121
46 / 6.000
47 / 5.800
48 / 5.800
49 / 5.000
50 / 5.000
51 / 6.000
52 / 5.547
53 / 5.500
54 / 5.500
84 / 5.500
55 / 5.000

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58 / 5.000
59 / 6.000
60 / 5.000
61 / 5.905
62 / 6.526
63 / 6.222
64 / 5.000
65 / 5.000
66 / 5.000
67 / 5.000
68 / 5.000
69 / 5.000
70 / 5.000
71 / 5.000
85 / 7.746

Non-Water Frontage Tract No / Acreage

11 / 5.000
12 / 5.000
13 / 5.000
14 / 5.000
15 / 5.000
16 / 5.000
17 / 5.000
18 / 6.000
19 / 5.000
20 / 5.506
21 / 6.149
22 / 6.563
23 / 8.754
24 / 6.099
27 / 5.000
28 / 5.000
29 / 5.000
30 / 5.000
56 / 5.000
57 / 5.000

River Frontage 48.176
Creek Frontage 224.944
Non-Water Frontage 119.071
Total Acres 392.191