

100



PEDERNALES RANCH ESTATES PHASE IV

STATE OF TEXAS Y
COUNTY OF BLANCO Y

KNOW ALL MEN BY THESE PRESENTS Y

THAT I, WILLIAM C. MEIER, OWNER OF 510.08 ACRES OUT OF THE WILLIAM RINGO SURVEY NO. 30 AND THE WILLIAM JOHNSON SURVEY NO. 165 IN BLANCO COUNTY, TEXAS, SAID 510.08 ACRES CONSISTING OF 308.304 ACRES OUT OF PEDERNALES RANCH ESTATES, A SUBDIVISION IN BLANCO COUNTY, TEXAS, AS RECORDED IN PLAT BOOK 1, PAGES 51-56 OF THE PLAT RECORDS OF BLANCO COUNTY, TEXAS, AND 301.776 ACRES BEING ALL OF PEDERNALES RANCH ESTATES PHASE III, A SUBDIVISION IN BLANCO COUNTY, TEXAS, AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PLAT RECORDS OF BLANCO COUNTY, TEXAS, DO HEREBY RESUBDIVIDE 148.269 ACRES OUT OF THE SAID 308.304 ACRE TRACT AND ALL OF THE 301.776 ACRE TRACT IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS PEDERNALES RANCH ESTATES PHASE IV.

WITNESS MY HAND THIS THE 5 DAY OF November, ~~1986~~ ¹⁹⁸², A.D.

William C. Meier
WILLIAM C. MEIER

STATE OF TEXAS Y
COUNTY OF TARRANT Y

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM C. MEIER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th DAY OF November, ~~1986~~ ¹⁹⁸², A.D.

Clara Jean Hurrell
NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS
State of Texas

STATE OF TEXAS Y
COUNTY OF BLANCO Y

I, Jeffy B. Furber COUNTY CLERK FOR BLANCO COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 8th DAY OF November, ~~1986~~ ¹⁹⁸², A.D., THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK _____ AT PAGE _____.

WITNESS MY HAND AND SEAL OF THE COURT OF THE SAID COUNTY THE DATE LAST WRITTEN ABOVE.

Jeffy B. Furber By Dorothy Flecken
CLERK, COUNTY COURT, BLANCO COUNTY, TEXAS

STATE OF TEXAS Y
COUNTY OF BLANCO Y

I, Jeffy B. Furber COUNTY CLERK FOR BLANCO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE AT 10:50 O'CLOCK A.M. ON THIS THE 8th DAY OF November, ~~1986~~ ¹⁹⁸², A.D. IN THE PLAT RECORDS OF SAID COUNTY IN BOOK 1, PAGE 109-101.

WITNESS MY HAND AND SEAL OF THE COURT OF THE SAID COUNTY THE DATE LAST WRITTEN ABOVE.

Jeffy B. Furber By Dorothy Flecken
CLERK, COUNTY COURT, BLANCO COUNTY, TEXAS

I, H. HARVEY SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT OF PEDERNALES RANCH ESTATES PHASE IV, BLANCO COUNTY, TEXAS, WAS PREPARED BY ME FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION AND DELINEATION OF SAME AS LOCATED ON THE GROUND.

H. Harvey Smith
H. HARVEY SMITH
REGISTERED PUBLIC SURVEYOR NO. 1220
1214 West 5th Street - Austin, Texas 78703
MARCH 31, 1980



IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, ANY BRIDGES OR CULVERTS NECESSARY TO BE PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT, OF BLANCO COUNTY, TEXAS, ASSUMES NO OBLIGATION TO CONSTRUCT ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THE STATE OF TEXAS

COUNTY OF BLANCO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

First Service Corporation, hereinafter called Declarant is the owner in fee simple of certain real property located in Blanco County, Texas, and known by official plat designation as Pedernales Ranch Estates, a subdivision pursuant to a plat recorded in the Plat Records of Blanco County, Texas, in Book 1, pages 61 through 66.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to the Pedernales Ranch Estates Property Owners Association, its successors and assigns.

Section 2. "Declarant" shall mean First Service Corporation and its successors and assigns provided such an assign acquires more than one undeveloped lot from Declarant for the purpose of development and resale.

Section 3. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above. No lot may be divided, resubdivided, partitioned or otherwise altered in size, unless such resubdivided unit shall be at least ten (10) acres in area. However, Declarant may divide, resubdivide, partition or otherwise alter in size the two tracts described in attached Exhibit "A" in any manner it chooses.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 5. "Member" shall mean every person or entity who holds membership in the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8. "Owner" shall mean the record owner, including Declarant, whether one or more persons or entities, of fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 9. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. EASEMENTS AND PRIVATE ROADS.

Section 1. Private roads and easements for installation and maintenance of utilities and drainage are shown on the recorded subdivision map and the Public Utility Dedication filed of record in Vol. _____, Page _____ of the Blanco County, Texas, Deed Records. Within such easements and private roads, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such private road. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

Section 2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasipublic utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any

reasonable time on any day to perform such maintenance as may be authorized herein.

Section 4. The private roadways designated on the plat of the subdivision are for the private use and benefit of the owners of the lots within the subdivision as well as the owners of two adjoining tracts of land more particularly described in attached Exhibit "A";

Declarant hereby dedicates such roadways to the use of such owners of lots within the subdivision and of the above described adjoining tracts for the purposes of ingress and egress within the subdivision.

ARTICLE III. USE RESTRICTIONS.

Section 1. Only one dwelling may be constructed upon a lot or resubdivided unit, which dwelling shall be designed for occupancy by no more than four families.

Section 2. Any dwelling constructed on said Lots must have a floor area of not less than 800 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, and shall be constructed of at least standard frame construction.

Section 3. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except as specifically provided herein. Outbuildings shall be permitted in the subdivision if constructed of material comparable to the dwelling residence located on the property. Prior to the erection of a permanent residence on the Lot, the owner of such Lot may use such Lot for vacation or recreational

purposes, and in connection with such vacation or recreational use, the owner may temporarily place a mobile home, trailer, camper or other recreational vehicle on such Lot for a period of time not to exceed a total of one year, unless the Association shall authorize an additional period of time; provided, however, that such owner shall remove such mobile home, trailer, camper or other recreational vehicle if the Association shall notify the owner in writing that such use interferes with the rights of other owners. In no event may such mobile home, trailer, camper or other recreational vehicle be used as a permanent residence.

Section 4. No commercial signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity authorized by it to engage in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Section 5. No quarrying or mining operations for commercial purposes shall be permitted on a lot, nor shall tunnels, mineral excavations, or shafts be permitted on any lot. However, notwithstanding the above, the Declarant may remove material from any lot owned by it for the purpose of road construction and the Association may remove material from the Community Park or may buy such material from any lot owner for the purpose of maintaining the private roadways

or erecting or maintaining improvements upon the Community Park.

Section 6. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. Animals, livestock, or poultry may be kept, bred, and maintained on any lot under the following conditions:

- A. No animals of any type shall be allowed to run loose.
- B. All horses, cattle or other livestock shall be kept enclosed by a suitable fencing of the lot.
- C. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring lots.
- D. However, Declarant reserves the right to lease the lots owned by it for agricultural purposes, including the raising of livestock and crops until such time as 15 lots are owned by other than Declarant, and during such time Declarant shall not be required to fence the remainder of the subdivision owned by it.

Section 8. No abandoned automobile shall be permitted to remain on any lot or in front of any lot.

Section 9. No commercial activity shall be conducted on any lot, except for the construction and maintenance of any model homes or sales offices in connection with the initial construction and sale of houses in the subdivision, unless approved by the Association.

Section 10. All lots shall provide for the disposal of waste materials through a septic tank system or other waste disposal system approved by the appropriate governmental authority, or in the failure of such authority to act, by the Association. An owner shall submit a plan with regard to such septic tank to such appropriate governmental authority

or to the Association as the case might be, prior to the commencement of the construction of any permanent improvements.

ARTICLE IV. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair and maintain his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE V. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by such members. In the case of resubdivision of any original lot, other than of the tracts described in Exhibit A attached hereto, such vote shall be apportioned among the various owners of such subdivided lots in proportion to the acreage in their respective tract.

Declarant, initially, shall appoint a three (3) member board of directors for the Association who shall serve until July 15, 1978. On July 15 of each following year the members of the Association shall meet for the purpose of electing a board of directors for that year as set forth herein. Such board of Directors shall have the powers and

duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein.

ARTICLE VI. ASSESSMENTS

Section 1. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association one (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the subdivision, and for the improvement and maintenance of the community park and private roadways within the subdivision.

Section 3. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a

capital improvement to the community park or any designated private roadway. Any such assessment must be approved by a majority of the members.

Section 4. The Association's Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the County Clerk of Blanco County, a list of delinquent assessments as of this date.

Section 5. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association, acting through its board of directors, may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 6. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof,

shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than 75% of the members on the basis of one vote per lot owned.

Section 4. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. The covenants and restrictions of this declaration shall run with and bind the land, and shall

inure to the benefit of and be enforceable by the Association or any member thereof for a period of ten (10) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least seventy-five per cent (75%) of the subdivision lots based upon one vote for each lot owned.

Section 6. Declarant shall have the right during the term of the continuation of this agreement to add to the real property within the subdivision to all or any part or parts of the two tracts described in Exhibit A and the owner of the subdivided lots within such added portion shall become members of the Association on the same terms and conditions and subject to the same restrictions as apply to owners of lots within the original subdivision.

EXECUTED at Austin, Travis Co., Tex. on the date first above given.

FIRST SERVICE CORPORATION

By: John T. Mahone
President

ATTEST:

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared John T. Mahone known to me to be the person whose name is signed to the foregoing Declaration and, duly sworn by me, states under oath that he has read the said Declaration and that all the facts therein set forth are true and correct.

Sworn to before me this 24th day of August.

Cordell Hamilton
NOTARY PUBLIC in and for
Travis County, T e x a s

THE STATE OF TEXAS

COUNTY OF BLANCO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

First Service Corporation, hereinafter called Declarant is the owner in fee simple of certain real property located in Blanco County, Texas, and known by official plat designation as Pedernales Ranch Estates, a subdivision pursuant to a plat recorded in the Plat Records of Blanco County, Texas, in Book 1, pages 61 through 66. On August 25, 1976, a Declaration of Covenants, Conditions and Restrictions with reference to this Pedernales Ranch Estates, was filed for record in Volume 91, Pages 904 et seq., of the Records of Blanco County, Texas. Through error or mistake, said Declaration omitted several items intended to be included therein, and this Declaration is executed by Declarant for the purpose of correcting such omissions and filed for record in substitution for such earlier Declaration.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1. "Association" shall mean and refer to the Pedernales Ranch Estates Property Owners Association, its successors and assigns.

Section 2. "Declarant" shall mean First Service Corporation and its successors and assigns provided such an assign acquires more than one undeveloped lot from Declarant for the purpose of development and resale.

Section 3. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above. No lot may be divided, resubdivided, partitioned or otherwise altered in size, unless such resubdivided unit shall be at least ten (10) acres in area. However, Declarant may divide, resubdivide, partition or otherwise alter in size the two tracts described in attached Exhibit "A" in any manner it chooses.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 5. "Member" shall mean every person or entity who holds membership in the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8. "Owner" shall mean the record owner, including Declarant, whether one or more persons or entities, of fee simple title to any lot which is a part of the pro-

perty, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 9. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. EASEMENTS AND PRIVATE ROADS

Section 1. Private roads and easements for installation and maintenance of utilities and drainage are shown on the recorded subdivision map and the Public Utility Dedication filed of record in Vol. 91, Page 899 of the Blanco County, Texas, Deed Records. Within such easements and private roads, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such private road. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

Section 2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasipublic utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of

doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable time on any day to perform such maintenance as may be authorized herein.

Section 4. The private roadways designated on the plat of the subdivision are for the private use and benefit of the owners of the lots within the subdivision as well as the owners of two adjoining tracts of land more particularly described in attached Exhibit "A";

Declarant hereby dedicates such roadways to the use of such owners of lots within the subdivision and of the above described adjoining tracts for the purposes of ingress and egress within the subdivision.

ARTICLE III. USE RESTRICTIONS

Section 1. Only one dwelling may be constructed upon a lot or resubdivided unit, which dwelling shall be designed for occupancy by no more than four families.

Section 2. Any dwelling constructed on said Lots must have a floor area of not less than 800 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, and shall be constructed of at least standard frame construction.

Section 3. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a

residence, either temporarily or permanently, except as specifically provided herein. Outbuildings shall be permitted in the subdivision if constructed of material comparable to the dwelling residence located on the property. Prior to the erection of a permanent residence on the Lot, the owner of such Lot may use such Lot for vacation or recreational purposes, and in connection with such vacation or recreational use, the owner may temporarily place a mobile home, trailer, camper or other recreational vehicle on such Lot for a period of time not to exceed a total of one year, unless the Association shall authorize an additional period of time; provided, however, that such owner shall remove such mobile home, trailer, camper or other recreational vehicle if the Association shall notify the owner in writing that such use interferes with the rights of other owners. In no event may such mobile home, trailer, camper or other recreational vehicle be used as a permanent residence.

Section 4. No commercial signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity authorized by it to engage in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Section 5. No quarrying or mining operations for commercial purposes shall be permitted on a lot, nor shall

tunnels, mineral excavations, or shafts be permitted on any lot. However, notwithstanding the above, the Declarant may remove material from any lot owned by it for the purpose of road construction and the Association may remove material from the Community Park or may buy such material from any lot owner for the purpose of maintaining the private roadways or erecting or maintaining improvements upon the Community Park.

Section 6. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. Animals, livestock, or poultry may be kept, bred, and maintained on any lot under the following conditions:

- A. No animals of any type shall be allowed to run loose.
- B. All horses, cattle or other livestock shall be kept enclosed by a suitable fencing of the lot.
- C. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring lots.
- D. However, Declarant reserves the right to lease the lots owned by it for agricultural purposes, including the raising of livestock and crops until such time as 15 lots are owned by other than Declarant, and during such time Declarant shall not be required to fence the remainder of the subdivision owned by it.

Section 8. No abandoned automobile shall be permitted to remain on any lot or in front of any lot.

Section 9. No commercial activity shall be conducted on any lot, except for the construction and maintenance of any model homes or sales offices in connection with the initial construction and sale of houses in the subdivision, unless approved by the Association.

Section 10. All lots shall provide for the disposal of waste materials through a septic tank system or other waste disposal system approved by the appropriate governmental authority, or in the failure of such authority to act, by the Association. An owner shall submit a plan with regard to such septic tank to such appropriate governmental authority or to the Association as the case might be, prior to the commencement of the construction of any permanent improvements.

ARTICLE IV. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair and maintain his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE V. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by such members. In the case of resubdivision of any original lot, other than of the tracts described in Exhibit A attached hereto, such vote shall be apportioned among the various owners of such

subdivided lots in proportion to the acreage in their respective tract.

Declarant, initially, shall appoint a three (3) member board of directors for the Association who shall serve until July 15, 1978. On July 15 of each following year the members of the Association shall meet for the purpose of electing a board of directors for that year as set forth herein. Such board of Directors shall have the powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein.

ARTICLE VI. ASSESSMENTS

Section 1. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association one (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. The annual assessments levied by the Association shall be used exclusively to promote the health,

safety, welfare and recreation of the residents of the subdivision, and for the improvement and maintenance of the community park and private roadways within the subdivision.

Section 3. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the community park or any designated private roadway. Any such assessment must be approved by a majority of the members.

Section 4. The Association's Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the County Clerk of Blanco County, a list of delinquent assessments as of this date.

Section 5. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association, acting through its board of directors, may bring an action at law against the owner personally obligated to pay the same, or may foreclose the

lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 6. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than 75% of the members on the basis of one vote per lot owned.

Section 4. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of ten (10) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least seventy-five per cent (75%) of the subdivision lots based upon one vote for each lot owned.

Section 6. Declarant shall have the right during the term of the continuation of this agreement to add to the real property within the subdivision to all or any part or parts of the two tracts described in Exhibit A and the owner of the subdivided lots within such added portion shall become members of the Association on the same terms and conditions and subject to the same restrictions as apply to owners of lots within the original subdivision.

EXECUTED at Austin, Travis County, Texas on August 24, 1976.

This correction document, though signed this 30th day of September, 1976, shall be effective as of and retroactive to August 24, 1976.

FIRST SERVICE CORPORATION

ATTEST:

By:

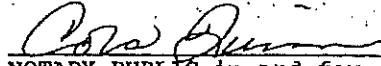
John J. Mahone

Charles J. Shurber

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared JOHN T. MAHONE known to me to be the person whose name is signed to the foregoing Declaration and, duly sworn by me, states under oath that he has read the said Declaration and that all the facts therein set forth are true and correct.

Sworn to before me this 30th day of September, 1976.


NOTARY PUBLIC in and for
Travis County, T e x a s




THE STATE OF TEXAS)

COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN T. MAHONE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of FIRST SERVICE CORPORATION, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of September, 1976.


Notary Public, Travis County, Texas



ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE WILLIAM RINGO SURVEY NO. 30, THE EL PASO IRRIGATION COMPANY SURVEY NO. 11 AND THE L. A. MADDOX SURVEY NO. 12 IN BLANCO COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1417.086 ACRE TRACT OF LAND AS CONVEYED TO FIRST SERVICE CORPORATION BY DEED RECORDED IN VOLUME 89, PAGE 542 OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the said 1417.086 acre First Service Corporation tract for the Northeast corner hereof;

THENCE along the East line of the said First Service Corporation tract, S 09° 33' 16" E for a distance of 475.59 feet and S 01° 03' 51" E for a distance of 4852.90 feet to a point in the East r.o.w. line of F. M. Road No. 1323 for the most Southerly corner hereof;

THENCE along the East r.o.w. line of the said F. M. Road No. 1323, N 34° 44' 47" W for a distance of 2489.77 feet to a point of curve;

THENCE along a curve to the right whose radius is 2824.83 feet and whose chord bears N 27° 18' 31" W for a distance of 730.10 feet to a point of tangency;

THENCE continuing the East r.o.w. line of the said F. M. Road No. 1323, N 19° 52' 19" W for a distance of 2749.88 feet to a point in the North line of the said First Service Corporation tract for the Northwest corner hereof;

THENCE along the North line of the said First Service Corporation tract, N 89° 05' 06" E for a distance of 2520.11 feet to the PLACE OF BEGINNING and containing 184.011 acres of land, more or less.

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE WILLIAM RINGO SURVEY NO. 30 IN BLANCO COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1,417.086 ACRE TRACT OF LAND AS CONVEYED TO FIRST SERVICE CORPORATION BY DEED RECORDED IN VOLUME 89, PAGE 542 OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southwest corner of the said 1417.086 acre First Service Corporation tract for the Southwest corner and PLACE OF BEGINNING hereof;

THENCE along the West line of the said First Service Corporation tract, N 00° 35' 45" W for a distance of 349.86 feet to a point in the approximate center line of Pedernales River for the Northwest corner hereof;

THENCE along the approximate center line of the said Pedernales River, for the following courses:

S 87° 52' E for a distance of 1019.41 feet

S 73° 20' E for a distance of 885.0 feet

S 67° 16' E for a distance of 1400.0 feet

S 61° 14' E for a distance of 1510.00 feet to a point for the Northeast corner hereof;

THENCE along the Southeasterly line of the said First Service Corporation tract, S 00° 58' E for a distance of 1390.02 feet to a point at a Southerly corner of the said First Service Corporation tract for the Southeast corner hereof;

THENCE along the South line of the said First Service Corporation tract, S 88° 44' 06" W for a distance of 4474.99 feet to the PLACE OF BEGINNING and containing 251.21 acres of land, more or less.

FILED FOR RECORD OCTOBER 7th, 1976 at 3:55 P. M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED OCTOBER 7th, 1976 at 4:45 P. M.

THE STATE OF TEXAS

COUNTY OF BLANCO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

First Service Corporation, hereinafter called Declarant, is the owner in fee simple of certain real property located in Blanco County, Texas, and described as 184.011 acres, out of the William Ringo Survey No. 30, The El Paso Irrigation Survey No. 11, and the L.A. Maddox Survey No. 12, more particularly described by metes and bounds in the attached Exhibit "A", which is made a part hereof for all pertinent purposes.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the tract hereinabove described, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Declarant" shall mean First Service Corporation and its successors and assigns.

Section 2. "Tract" shall mean any plot of land sold out of the 184.011 acres described herein. No tract may be divided, resubdivided, partitioned or otherwise altered in size, unless such resubdivided unit shall be at least ten (10) acres in area.

Section 3. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 4. "Mortgage" shall mean a conventional mortgage or a deed of trust.

93
P251
Section 5. "Mortgagee" shall mean a holder of a conventional

mortgage or a beneficiary under or holder of a deed of trust.

Section 6. "Owner" shall mean the record owner, including Declarant, whether one or more persons or entities, of fee simple title to any tract which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

ARTICLE II. USE RESTRICTIONS

Section 1. Only one dwelling may be constructed upon a tract or resubdivided unit, which dwelling shall be designed for occupancy by no more than four families.

Section 2. Any dwelling constructed on a tract must have a floor area of not less than 800 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, and shall be constructed of at least standard frame construction.

Section 3. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently, except as specifically provided herein. Outbuildings shall be permitted in the subdivision if constructed of material comparable to the dwelling residence located on the property. Prior to the erection of a permanent residence on the tract, the owner of such tract may use such tract for vacation or recreational purposes, and in connection with such vacation or recreational use, the owner may temporarily place a mobile home, trailer, camper or other recreational vehicle on such tract for a period of time not to exceed a total of one year; provided, however, that such owner shall remove such mobile home, trailer, camper or other recreational vehicle if the other tract owners shall notify the owner in writing that such use interferes with the rights of other owners. In no event may such mobile home, trailer, camper or other recreational vehicle be used as a permanent residence.

Section 4. No commercial signs of any character shall be allowed on any tract except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity authorized by it to engage in the construction and sale of residences within the 184.011 acres shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Section 5. No quarrying or mining operations for commercial purposes shall be permitted on a tract, nor shall tunnels, mineral excavations, or shafts be permitted on any tract. However, notwithstanding the above, the Declarant may remove material from any tract owned by it for the purpose of road construction on adjoining property it may own.

Section 6. No tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. Animals, livestock, or poultry may be kept, bred, and maintained on any tract under the following conditions:

- A. No animals of any type shall be allowed to run loose.
- B. All horses, cattle or other livestock shall be kept enclosed by a suitable fencing of the tract.
- C. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.
- D. However, Declarant reserves the right to lease the tracts owned by it for agricultural purposes, including the raising of livestock and crops until such time as the entire 184.011 acres is owned by other than Declarant, and during such time Declarant shall not be required to fence the remainder of the tract owned by it.

Section 8. No abandoned automobile shall be permitted to remain on any tract or in front of any tract.

Section 9. No commercial activity shall be conducted on any tract except for the construction and maintenance of any model

homes or sales offices in connection with the initial construction and sale of houses in the tract, unless approved by all property owners in the 184.011 acres.

Section 10. All tracts shall provide for the disposal of waste materials through a septic tank system or other waste disposal system approved by the appropriate governmental authority. An owner shall submit a plan with regard to such septic tank to such appropriate governmental authority, prior to the commencement of the construction of any permanent improvements.

ARTICLE III. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair and maintain his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IV. GENERAL PROVISIONS

Section 1. Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants, now or hereafter imposed by the provisions of this declaration. Failure by Declarant, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than 75% of the owners on the basis of one vote per tract owned.

Section 4. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to any tract; provided, however, that such conditions shall be binding on

any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by owners of the property thereof for a period of ten (10) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least seventy-five per cent (75%) of the tracts based upon one vote for each tract owned.

EXECUTED at Austin, Travis County, Texas on March 11th, 1977.

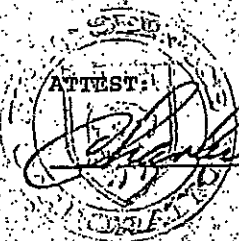
This correction document, though signed this 11th day of March, 1977, shall be effective as of and retroactive to March 8, 1977.

FIRST SERVICE CORPORATION

By

Joe E. Sulgorn

Treasurer



Richard C. Shivers
Secretary


THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority on this day personally appeared Joe E. Simpson, known to me to be the person whose name is signed to the foregoing Declaration and, duly sworn by me, states under oath that he has read the said Declaration and that all the facts therein set forth are true and correct.

Sworn to before me this 11th day of March, 1977.

A. J. Simpson-Baldwin
NOTARY PUBLIC in and for
Travis County, T e x a s



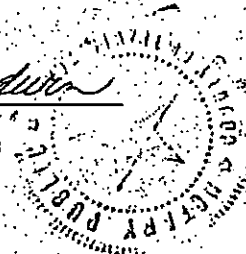
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Joe E. Simpson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of FIRST SERVICE CORPORATION, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, 1977.

A. J. Simpson-Baldwin
NOTARY PUBLIC in and for
Travis County, T e x a s



ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE WILLIAM RINGO SURVEY NO. 30, THE EL PASO IRRIGATION COMPANY SURVEY NO. 11 AND THE L. A. MADDOX SURVEY NO. 12 IN BLANCO COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1417.086 ACRE TRACT OF LAND AS CONVEYED TO FIRST SERVICE CORPORATION BY DEED RECORDED IN VOLUME 89, PAGE 542 OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the said 1417.086 acre First Service Corporation tract for the Northeast corner hereof;

THENCE along the East line of the said First Service Corporation tract, S 09° 33' 16" E for a distance of 475.59 feet and S 01° 03' 51" E for a distance of 4852.90 feet to a point in the East r.o.w. line of F. M. Road No. 1323 for the most Southerly corner hereof;

THENCE along the East r.o.w. line of the said F. M. Road No. 1323, N 34° 44' 47" W for a distance of 2489.77 feet to a point of curve;

THENCE along a curve to the right whose radius is 2824.83 feet and whose chord bears N 27° 18' 31" W for a distance of 730.10 feet to a point of tangency;

THENCE continuing the East r.o.w. line of the said F. M. Road No. 1323, N 19° 52' 19" W for a distance of 2749.88 feet to a point in the North line of the said First Service Corporation tract for the Northwest corner hereof;

THENCE along the North line of the said First Service Corporation tract, N 89° 05' 06" E for a distance of 2520.11 feet to the PLACE OF BEGINNING and containing 184.011 acres of land, more or less.

FILED FOR RECORD MARCH 18th, 1977 at 8:06 A.M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED MARCH 18th, 1977 at 8:45 A.M.

RATIFICATION OF PLAT

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

WHEREAS, a plat was approved, platting a tract of land out of the WILLIAM RINGO SURVEY NO. 30, Blanco County, Texas into tracts as shown in Plat Book 1, pages 61-66, Plat Records of Blanco County, Texas;

WHEREAS, FIRST SERVICE CORPORATION, as owner and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AUSTIN, as lienholder did not dedicate the private road as shown on said Plat for ingress and egress of said property owners;

NOW, THEREFORE, FIRST SERVICE CORPORATION and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AUSTIN, acting herein by and through its duly authorized officers, do hereby ratify, confirm and grant a perpetual, non-exclusive roadway easement for ingress and egress on, over and across those roads and easements shown on Plat recorded in Volume 1, pages 61-66 of the Plat Records of Blanco County, Texas.

IN WITNESS WHEREOF, this instrument is executed this the 3rd day of November, 1982.

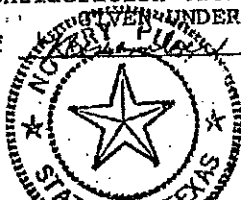
ATTEST:

FIRST SERVICE CORPORATION

BY: [Signature]
VICE PresidentFIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF AUSTINBY: [Signature]President
ALFRED STAHELY, SR., VICE-PRESIDENTTHE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Ruben L. Meeks Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST SERVICE CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of November, 1982.



My Commission Expires:

12-29-84

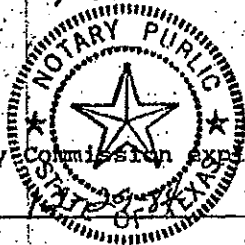
[Signature]
Notary Public in and for the
State of Texas

MARY FRANCES MYERS

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared ALFRED STACHLY, JR. VICE PRESIDENT, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AUSTIN, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of November, 1982.



Mary Frances Myers
Notary Public in and for the
State of Texas

MARY FRANCES MYERS

FILED FOR RECORD NOVEMBER 12th, 1982 at 12:20 P. M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED NOVEMBER 12th, 1982 at 1:45 P. M.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF BLANCO §

WHEREAS, on August 24, 1976 First Service Corporation, as Declarant executed that Certificate Declaration of Covenants, Conditions and Restrictions covering that certain property designated Pedernales Ranch Estates a subdivision in Blanco County, Texas as said subdivision is shown on the plat recorded in the Plat Records of Blanco County, Texas in Book 1, Page 61-66 (hereinafter sometimes referred to as subdivision). Said Declaration of Covenants, Conditions and Restrictions is recorded in Volume 91, Page 904 et seq of the Real Property Records of Blanco County, Texas, and said Declaration of Covenants, Conditions and Restrictions was corrected by instrument dated September 30, 1976, recorded in Volume 92, Page 272 et seq of the Real Property Records of Blanco County, Texas.

WHEREAS, the said First Service Corporation no longer owns property in the referenced said and the current owners thereof are desirous of making certain amendments to said Declaration of Covenants, Conditions and Restrictions (hereinafter referred to collectively as Declaration); and

WHEREAS, said Declaration provides that to amend such Declaration, the agreement in writing by the owners of at least seventy-five percent (75%) of the subdivision lots based upon one vote for each tract owned is required; and

WHEREAS, the undersigned are owners of at least seventy-five percent (75%) of such lots, and each of the undersigned as evidenced by our signatures on our ballot pages attached hereto hereby declares that the referenced Declaration of Covenants, Conditions and Restrictions be and are hereby amended and restated to read as follows:

ARTICLE I. PURPOSES OF RESTRICTIONS, APPLICABILITY,
COVENANTS RUNNING WITH THE LAND

Section 1. The purpose of these covenants, conditions and restrictions is: to enhance and protect the value, attractiveness and desirability of the tracts within the subdivision, and to maintain a rural low-density residential character within the subdivision.

Section 2. The undersigned hereby declare that all of the real property within the subdivision, or which is subject to the terms hereof, and each and every part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall apply to the use occupancy and conveyance of all of such property and shall be binding on all parties having any right title or inheritance in and to such property or any part thereof, their heirs, successors and assigns, and which easements, covenants, conditions and restrictions shall inure to the benefit of each Owner thereof, and each Contract or Deed which may be executed with regard to any of such property shall be conclusively held to have been executed, delivered and accepted subject to the following:

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to the Pedernales Ranch Estates Property Owners Association, its agents, contractors, successors and assigns.

Section 2. "Common Area" shall mean the Tract 23 of the subdivision (called Community Park on the subdivision plat) and any and all other real property (including improvements thereto) leased, owned or maintained by the Association for the common use and enjoyment of the owners. The right to use and enjoy the common area shall not be separated from ownership of tracts within the subdivision (except as hereinafter set out for non payment of assessment or infraction of rules) but shall be automatically transferred with such tracts. Contract Sellers may delegate his/her or their right of use and enjoyment to the common area to his/her or their contract Buyer(s).

Section 3. "Executive Committee" shall mean the President, Vice-President, Secretary/Treasurer of the Pedernales Ranch Estates Property Owners Association.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 5. "Member" shall mean every person or entity who holds membership in the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or a Deed of Trust.

Section 7. "Mortgagee" shall mean a holder of a mortgage or a beneficiary under or holder of a Deed of Trust.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any tract which is a part of the property, but shall not include those holding title merely as security for performance of an obligation. Sellers under contracts for deed shall be considered to be the Owner for all purposes of these

restrictions. Such Sellers may permit their purchases to exercise voting rights by written notification to the association.

Section 9. "Subdivision" shall mean all property within Pedernales Ranch Estates as shown on the plat recorded in Book 1, Pages 61-66 of the Plat Records of Blanco County, Texas such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 10. "Tract" shall mean any separate plot of land shown on the recorded subdivision map referred to above as a tract and any re-subdivided tract. No tract may be divided, re-subdivided, partitioned or otherwise altered in size, unless such re-subdivided unit shall be at least ten (10) acres in area.

ARTICLE III. EASEMENTS AND PRIVATE ROADS

Section 1. Private roads and easements for installation and maintenance of utilities and drainage are shown on the recorded subdivision map and the Public Utility Dedication filed of record in Volume 91, Page 899 of the Blanco County, Texas, Deed Records. Within such easements and private roads, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such private road. The easement area of each tract and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible. Following the effective date of this amended Declaration, all improvements, structures and plantings to

be placed in such easement areas must receive prior approval of the Executive Committee in the same manner provided for new construction below. Small plantings such as flowers, grass, easily removable shrubs and the like do not require Executive Committee approval.

Section 2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible for use by all owners, their guests, agents, invitees and others authorized by them and for use by all police, fire protection ambulances and other emergency vehicles and to garbage and trash collection vehicles, utility company vehicles and other service vehicles in the performance of their duties. There shall be no gates placed within any easement area except as may be placed at the entrance(s) to the subdivision or at the entrance to the common area by the Association.

Section 3. The Association shall have the right to regulate and establish reasonable rules and regulations for the use of the roads within the subdivision to ensure safety and uniformity and prevent violations of this Declaration.

Section 4. The private roadways designated on the plat of the subdivision are for the private use and benefit of the owners of the tracts within the subdivision.

Such roadways have been dedicated to the use of such owners of tracts within the subdivision for the purposes of ingress and egress within the subdivision and the same is hereby ratified and confirmed by the undersigned.

ARTICLE IV. USE RESTRICTIONS

Section 1. All tracts within the subdivision (excluding Common Area) shall be used

primarily for single-family residential purposes only. Except as hereinafter provided, no Owner shall occupy or use any tract for any primary purpose other than as a private residence for the Owner (or contract Buyer), his family, guests and tenants.

Section 2. Any non-residential use, home offices or home businesses whether for profit or not shall be permitted only on the following conditions:

1. That such use is not the primary use of the tract; the primary use must be residential;
2. That any structure utilized for such business shall not appear non-residential in design and shall not be larger in size than 3/4 of the primary residence located on the tract;
3. That the activities or business conducted shall not be such as to generate traffic by customers, attendees, vendors, or the like through the subdivision or to any tract;
4. Without limitation of the foregoing, non-single family residential structures and uses specifically prohibited are multi-family structures for rentals, structures to accommodate group or camp activity or the accommodation of groups. It is understood that this restriction does not prohibit any Owner from hosting an occasional meeting or party, or leasing his entire property on a long-term or occasionally on a short-term basis for residential purposes.

Section 3. Any dwelling constructed on said tracts must have a floor area of not less than 800 square feet, exclusive of open or screened porches, terraces, basements, patios, driveways, carports and garages, and shall be constructed of at least standard frame construction. The primary residence shall be the first structure built on any tract except as provided in Section 5 below.

Section 4. No structure shall be built, erected, located or placed in the property without prior written authorization of the association's Executive Committee, which shall have right and authority (as outlined below) to control the architectural design, color and

placement of any structure within a tract.

Section 5. No structure of a temporary character, trailer, mobile home, manufactured home, basement, tent, shack, garage, or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently, except as specifically provided herein. Outbuildings shall be permitted in the subdivision if constructed of material comparable to the primary dwelling residence located on the property. Prior to the erection of a permanent residence on the tract, the Owner of such tract may use such tract for vacation or recreational purposes, and in connection with such vacation or recreational use, the Owner may temporarily place a trailer, camper or other recreational vehicle on such tract for a period of time not to exceed a total of one year, unless the Association shall authorize an additional definite period of time. Any such authorization shall not constitute a waiver of this provision, regardless of how often granted. In no event may any mobile home or manufactured home be placed upon any tract nor may any trailer, camper or other recreational vehicle be used as a permanent residence.

Section 6. No signs of any character shall be allowed on any tract except: (a) one sign of not more than ten square feet advertising the property for sale or rent, (b) temporary signs directing owners' guests placed only on the day of an event permitted by these restrictive covenants, (c) signs identifying properties placed at the entrance to each tract identified provided that the same shall not exceed a total of ten (10) square feet or be placed higher than ten (10) feet, (d) temporary signs of not more than 10 square feet identifying contractors placed on while performing work on the property upon which the

sign is placed. The Association shall have the right to remove any sign not complying with the provision of this section, and in so doing shall not be liable for any tort arising from such removal. Any owner desiring to place a sign varying from the above provisions may apply to the Executive Committee which shall review such request within 30 days of submittal and shall either grant or deny the placement of the requested sign. A grant may be based on conditions including time limits. The Executive Committee's decision is final. Failure to grant a requested sign placement shall be deemed to be a denial.

Section 7. No quarrying or mining operations for commercial purposes shall be permitted on a lot, nor shall tunnels, mineral excavations, or shafts be permitted on any lot.

However, notwithstanding the above, the Association may remove material from any area owned or controlled by it for the purpose of road construction and may remove material from the common areas or may buy such material from any tract Owner for the purpose of maintaining the private roadways or erecting or maintaining improvements upon or within the common area.

Section 8. No tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Burning of household trash shall be permitted only if done in compliance with statutes, rules, regulations of the State of Texas. Burning of trash shall be carefully controlled so as not to create a hazard or nuisance to other tracts.

Section 9. Animals, livestock, or poultry may be kept, bred, and maintained on any tract under the following conditions:

No animals of any type shall be allowed to run loose.

- A. All horses, cattle or other livestock shall be kept enclosed by a suitable fencing of the tract.
- B. The premises shall be maintained in a clean, sanitary manner and in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

Section 10. No vehicle, equipment, trailer, tent, boat or the like shall be parked, stored or permitted to remain on any tract except if placed within an enclosed structure or screened area which prevents the view thereof from adjacent tracts or street. No stripped down, wrecked or junked trailers, boats, recreational vehicles or other motor vehicles or machinery or equipment shall be maintained on any tract. No dismantling or assembling of any vehicle, equipment, trailer or recreational vehicle shall be permitted in any area visible from the street or adjacent tracts, or on any common area or easement (road) area except on an emergency basis for no longer than 72 hours.

Section 11. No commercial broadcast tower shall be erected, installed or maintained within the subdivision. No antenna shall be erected which exceeds 75' in height. Antenna, ground satellite dishes, other electronic equipment, solar equipment, generators and the like shall be placed on a tract so as to be as unobtrusive as possible from the standpoint of visibility from a road or adjacent tract and interference with reception within the subdivision.

Section 12. All owners shall provide for the disposal of waste materials through a septic tank system or other waste disposal approved by the appropriate governmental authority, or in the failure of such authority to act, by the Association through its Executive

Committee. An Owner shall submit a plan with regard to such septic tank to such appropriate governmental authority or to the Association as the case might be, prior to the commencement of the construction of any permanent improvements. All systems shall comply with Blanco County and/or State of Texas laws and regulations in effect at the time of construction.

ARTICLE V. OWNERS' OBLIGATIONS

Section 1. Each Owner shall, at his sole cost and expense, repair and maintain his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 2. Grass, weeds and vegetation shall not be allowed to create an unsightly appearance or hazard to any tract. In keeping with the rural residential character of the neighborhood, native and rural grasses and vegetation shall be permitted; it is the intent of this section to prevent unsightly hazardous growth but not require constant maintenance of the same. Fences must be maintained, and no objectionable or unsightly usage of lots, for example, storage of junk or building materials, shall be permitted which is visible from adjoining tracts or public view.

Section 3. No Owner may perform or cause to be performed any act which would alter or change the course of natural drainage within the subdivision in any manner which would divert, increase, accelerate or impede the natural flow of water, nor shall any Owner place, store or permit to accumulate trash, garbage, leaves, limbs, or other debris within or upon any creeks, river or drainage way within the subdivision.

ARTICLE VI. PEDERNALES RANCH ESTATES
PROPERTY OWNERS ASSOCIATION

Section 1. Every Owner of a tract shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a tract.

Section 2. With regard to all matters for which Association membership votes are required, owners shall be entitled to one vote for each acre owned within the subdivision (acreage shall be as set out in the subdivision plat and rounded to the nearest whole acre).

The votes for any one tract shall be cast as a whole (no splitting of votes). When more than one person or entity holds an interest, all of such persons or entities shall be members of the association, and jointly and severally liable for adherence to these restrictive covenants, and the vote belonging to their respective tract shall be exercised as they may determine among themselves. All properly re-subdivided tracts shall be treated as though it were an original tract shown on the subdivision plat for all purposes of these Declarations. Unless otherwise provided herein, all Association (membership) votes shall require majority approval, regardless of the number of members which may attend any meeting of the association.

Section 3. The Board of Directors of the Association shall consist of a three (3) member Board of Directors for the members who shall serve until December 31st of each calendar year, on a staggered basis set by the association's Board of Directors at least 30 days prior to December 31 of each year, the members of the Association shall meet for the purpose of electing a Board of Directors for the upcoming year. Election shall be by the highest number of votes cast on an non-cumulative basis with all owners having a separate

vote for the number vacancies then existing. Such board of Directors shall have the powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein. Board of Director votes shall be by majority rule and shall be subject to such other rules and by-laws adopted by the Owners.

Section 4. The Board of Directors of the Association shall run the day-to-day business of the association, shall set reasonable rules and regulations for use of common areas, shall enforce this Declaration and shall maintain common area. The Board shall not have the right to alter anything in this Declaration, but may exercise its discretion where permitted.

ARTICLE VII. ASSESSMENTS

Section 1. Each Owner of a tract is hereby deemed to agree by acceptance of his deed for such tract, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments, special assessments for capital improvements and all other fees and charges of any kind. Such assessments will be established and collected as hereinafter provided. No assessments shall be made against common area. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each tract against which such an assessment is made. The assessment year shall run from January 1 to December 31 of each calendar year. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the tract at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by

them. Any fees, fines and charges not constituting annual or special assessments and costs and fee related thereto shall not constitute a loan or charge upon the land, but failure to pay the same may result in loss of use of common area as determined by the Board of Directors of the association.

Section 2. The annual assessments levied by the Association shall be used to enforce the provisions of this Declaration, promote the health, safety, welfare and recreation of the residents of the subdivision, and for the improvement and maintenance of the common area and the private roadways within the subdivision designated by the Association, and may include payment of taxes, insurance, clean up costs, outside professional help and other expenditures determined by the Board of Directors of the Association. The roads which shall be maintained by the Association currently are:

Trails End, Hilltop, Cactus, Weddle and Lonesome.

Section 3. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the common area or any designated private roadway. Any such assessment must be approved by a majority of the Association.

Section 4. The Association's Board of Directors shall fix the amount of the annual assessment against each tract at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments and its due date shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association,

setting forth whether the assessment against a specific tract has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the County Clerk of Blanco County, Texas, a list of delinquent assessments as of this date.

Section 5. The annual assessment may be increased by the Board of Directors by not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote (65%) of the owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking action under this section or Section 3 above shall be sent to all owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting called to discuss such subject. At the first such meeting called the presence of members or proxies entitled to cast sixty percent (60%) all of the votes of the owners shall constitute a quorum. If the required quorum is not present, another meeting may be called with the same notice requirement within sixty (60) days of the first meeting, and the required quorum at the subsequent meeting shall be $\frac{1}{2}$ of the sixty percent (60%). No second subsequent meeting shall be called and the proposed assessment shall fail for that entire calendar year.

Section 6. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest legal rate of interest permitted by law to be charged to the non paying owner, or if there is no highest legal rate, then at ten percent (10%) per annum. The Association, acting through its board of directors, may bring an action at law against the Owner personally obligated to pay the same, and/or may foreclose the lien against the property. No Owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his tract. No owner, his family guests, tenants and the like shall utilize the amenities of the common area (except roads) during any such time as his assessments are in default.

Section 7. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any tract shall not affect the assessment lien.

However, the sale or transfer of any tract pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8.

- A. To secure the payment of maintenance annual and special assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a lot governed by this Declaration conveys the lot to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments or reimbursements when due, or if an Owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those and be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate permitted by law for the Owner, or if there is no highest legal rate, then at ten percent (10%) per annum. The sum to be reimbursed shall be secured by this Special Deed of Trust.
- B. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the Owner notice of the failure by law or by written agreement, then the association, as the Beneficiary of this Special Deed of Trust, may:
 1. Request the Trustee appointed herein, or his successor, to foreclose

the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; and

2. Purchase the lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the association.

C. If requested by the Association to foreclose this lien, the Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto;
2. Sell and convey the lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
3. From the proceeds of the sale, pay, in this order:
 - A. Expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;
 - B. To the association, the full amount advanced, attorney's fees, and other charges due and unpaid;
 - C. Any amounts required by law to be paid before payment to the Owner; and
 - D. To the Owner, any remaining balance.

D. Pat McGowan, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, by filing an appropriate designation of substitute trustee among the Real Property Records of Blanco County, Texas.

E. From and after any such foreclosure, the occupants of such lot shall be required to pay a reasonable rent for the use of such lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be

entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such lot by forcible detainer without further notice.

- F. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002 as may be amended hereafter, and, which amendment(s) is (are) applicable hereto. The President of the association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Blanco County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.00 or any statute amending or replacing it.
- G. Any liens created by this Declaration shall be superior to all other liens and charges against any lot covered hereby except only for tax liens and all sums secured by a mortgage or deed of trust lien of record, securing in either instance only sums borrowed for the purchase or improvement of the lot in question.

ARTICLE VIII. RE-SUBDIVISION AND ARCHITECTURAL CONTROL

Section 1. Following the effective date of this Declaration, all tract re-subdivisions shall be registered with the association, and the Association shall establish a separate tract in its records with regard to such re-subdivided tract. The re-subdividing Owner shall submit a legal description of the re-subdivided portion, and the name and address of all owners thereof.

Section 2. No tract may be divided, re-subdivided, partitioned or otherwise altered in size unless such re-subdivided portion shall be at least ten (10) acres in area.

Section 3. The Association shall prepare a voting map of the subdivision, which shall not be required to be to scale or officially surveyed reflecting all re-subdivisions existing as of effective date of this amended Declaration, which shall constitute the official map for voting purposes. Owners are responsible for providing sufficient information to the Association to enable it to keep the official map up to date. No re-subdivisions occurring

within sixty (60) days prior to any then relevant action of the Association shall be recognized by the Association as to that particular action.

Section 4. The Pedernales Ranch Estate Property Owners Association is dedicated to maintaining the rural residential nature and to protecting the value of property of the subdivision, by assuring that all structures erected are appropriate to the area and do not violate the use provisions of this Declaration. It is not the intent hereof to closely regulate matters of taste, internal design, selection of materials or construction technique. To this end the association, through its Executive Committee, is given authority as an Architectural Control Committee to review the following:

- A. Compliance with all provisions of this Declaration;
- B. Compliance with any applicable governmental rules or regulations;
- C. Placement upon a tract so as to observe a reasonable setback from roadways and adjoining tracts, taking into consideration the shape and terrain of the land, which setbacks may be different for each Tract;
- D. Scale, height and bulk of proposed structures as will be consistent with rural residential setting;
- E. Compatibility of exterior design to preserve the serenity and natural beauty of the subdivision.

Section 5. No structure shall be erected, constructed, placed, altered either by addition or deletion, maintained or permitted to remain in any portion of a tract until plans and specifications, in such form and detail as the Executive Committee may deem necessary shall have been submitted to and approved in writing by such committee. The decision of the Committee is conclusive and binding upon the applicant. The Committee may disapprove the proposed structure of in its sole judgement, such disapproval is

required to protect the values within the subdivision and promote the goals expressed in this Declaration, or protect adjoining tracts from a reasonable interference. Prior judgements regarding any particular submission shall not find future decisions if the Committee determines that repetition of such matters is not in the best interest of the subdivision.

Section 6. The Owner must submit a design plan which will adequately reflect to the Committee the proposed structure in the opinion of the committee, and shall include a to-scale placement of the proposed structure in a plat plan of the tract.

Section 7. Upon submission which shall not be considered to be complete until an adequate description and depiction of the project is submitted. The Committee shall notify an owner within 7 days following submission if the submittal is inadequate for action. The Committee shall approve or disapprove the project within a time limit established by the Board of Directors of the Association, and if not acted upon within such time shall be deemed to be approved. The Committee may approve or disapprove in whole or in part, conditionally or unconditionally, and reject the balance.

Section 8. No member of the associations Committee or the Committee as a whole shall be liable in damages or otherwise to anyone submitting plans for approval or to any Owner of land affected thereby or by this Declaration by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve or disapprove any such plans.

ARTICLE IV. GENERAL PROVISIONS

Section 1. The Association, or any Owner shall have the right to enforce, by any

proceeding at law or in equity, all restrictions, conditions, covenants, easements reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. Additionally, it is specifically agreed that any variances from the terms hereof, granted by the Association or any structure which is in existence prior to the effective date of this Declaration which does not conform to the provisions hereof, shall not set precedence for future actions but shall be limited to each case. No owner may use the existence of the same to require the waiver or to defeat or weaken any provision of this Declaration.

Section 2. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. The obligation to abide by the provisions contained in this Declaration shall be deemed to be continuing and continual. Each and every day an Owner allows a condition to continue or exist on his lot which is not in compliance with the requirements hereof shall constitute a separate and individual violation and shall give rise to a new cause of action for such or each. Every Owner, hereby waives the affirmative defense of the statute of limitations, waiver and latches with respect to violations of this Declaration.

Non- compliant conditions shall be allowed to exist on an tract only upon the Owner obtaining a written variance from the other Owners in the same manner as is required for amendment of this Declaration. Failure of the Association or of any Owner to enforce the

terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. In the event arbitration, mediation or litigation is necessary to enforce any provisions hereof, any and all awards granted by the arbitrator, or damages, penalties, fees, costs and/or any other charges including attorney's fees awarded shall also constitute an assessment which shall likewise run with the land, and have the same priority as an annual assessment lien and shall be enforceable by non-judicial foreclosure or otherwise.

Section 5. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any tract therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 6. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Owner and all parties and persons claiming through and under them until January 1, 2025, and thereafter shall be automatically extended for additional periods of ten (10) years each, unless and until an instrument executed by the then owners of at least sixty-five per cent (65%) of the land within the subdivision based upon the voting method described in Article VI above, has been recorded in the Deed Records of Blanco County, Texas agreeing to change and/or terminate this Declaration in whole or in part, which change, amendment or termination may occur at any time, even within the initial period hereof.

Section 7. Whenever written notice to an Owner or Owners is permitted or required hereunder, the same shall be given by mailing it to the Owner at the address of such Owner appearing on the records of the Association unless such Owner has given written notice to the Association of a different address, in which event such new address shall be used if received by the Association prior to the mailing of any such notice. Notice shall conclusively be deemed to have been given by the Association by placing same in the United States mails, properly addressed, postage prepaid, whether received by the addressee or not.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is agreed to and adopted by the undersigned, and the same is evidenced by separate ballot and signature pages which are attached to this one instrument for convenience and recording.

This Declaration shall be effective on the 30th day of September, 1999.

(Signatures of Owners on following ballot pages)

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of Tract No. 88 acres, PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10-12-99
Date Signed

Victor A. Rech
Signature

VICTOR A. RECH
Print Name

10-12-99
Date Signed

Frances M. Rech
Signature

Frances M. Rech
Print Name

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 12.89 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

23 Oct 99
Date Signed

Millard L. Moore
Signature

Millard Moore

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 10.00 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10/23/99
Date Signed

Alan Pratt
Signature
Alan Pratt

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 19.99 20 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10/23/99
Date Signed

Don Weddle
Signature

DonWeddle

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 14.00 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

22 OCT 99
Date Signed

Howard Lawson
Signature

Howard Lawson

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

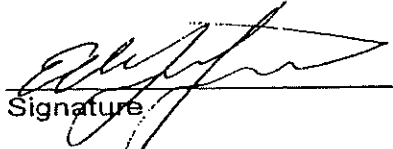
The undersigned, being the Owner(s) of 11.00 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10/23/99
Date Signed


Signature

~~Peter Schme~~

EUGENE A. YENTZEN

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

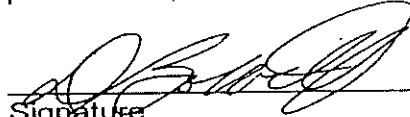
The undersigned, being the Owner(s) of 30.16 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10-16-99
Date Signed


Signature

Dave Bobbitt

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 11.00 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

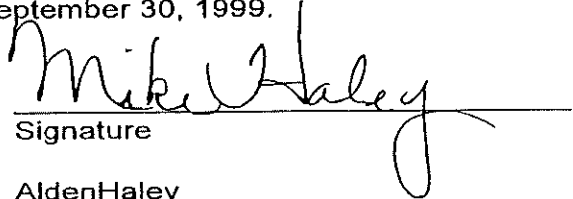
(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10/23/99

Date Signed



Signature

Alden Haley



Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 11.00 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10-23-99
Date Signed

Warren Davis
Signature

WarrenDavis

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 29.42 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby:

(Check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10/24/99
Date Signed

David E. Galt
Signature

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

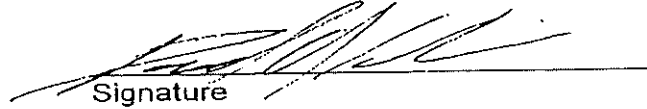
The undersigned, being the Owner(s) of 41.93 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10/22/99
Date Signed


Signature

David A. Collins

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 21.52 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

9-29-99

Date Signed

Camille Sanders
Signature

Camille Sanders

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 32.81 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

Oct. 11, 1999
Date Signed

Jeffery W. Jones
Signature
Jeffery Jones

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 10.00 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

October 14, 1999
Date Signed

James Ross Leonard.
Signature

James Ross Leonard

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 18.02 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

11-14-99
Date Signed

Betty L. Ussery
Signature
Betty Phillips Ussery

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 12.54 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

11-14-99

Date Signed

Joi E. Franz
Signature:
JoiFranz

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 14.58 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

11/11/99
Date Signed

David D. Palmer
Signature

David Palmer

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 35.79 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

11-13-99
Date Signed


Signature

Carlos Moseley

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 10.00 10.00 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

☒ Approve and adopt

☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

11-9-99
Date Signed

Jerry Chance
Signature

JerryChance

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 10.00 11 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

Date Signed

11/8/99

Signature

Richard Pratt
Richard Pratt

~~Rita Harmon~~

Cheryl Pratt
Cheryl Pratt

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 15.00 900 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

11/02/99
Date Signed

Jack W. Brummett Jr.
Signature

Jack Brummett, Jr.

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 19.19 ✓ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

Nov. 3, 1999
Date Signed

Carolyn Dean
Signature

CarolynDean

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 26.23 ^{→ correct} acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby : JN

(check one)



Approve and adopt



Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10-24-99
Date Signed

John Nowell
Signature

John Nowell

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 21.52 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

October 22, 1999
Date Signed

R F DuBois Jr
Signature

R. F. DuBois Jr.

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 20 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby:

(Check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10/23/99
Date Signed

K. E. Kipatrit
Signature

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of Tract No. 10 acres, PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

4-12-2000
Date Signed

Thomas Hill
Signature

THOMAS HILL
Print Name

4-12-2000
Date Signed

Monika Hill
Signature

MONIKA HILL
Print Name

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 12.89 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby:

(Check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

4/11/00
Date Signed

Gloria Martinez
Signature

Fax: 830-868-7967

Date: 04/12/2000 Time: 9:14:04 AM

Page: 25 of 25

VOL 0222 PAGE 902

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 2.72 acres in PEDERNALES
RANCH ESTATES SUBDIVISION do hereby:

(Check one)

- ☒ Approve, and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS dated September 30, 1999.

Date Signed

April 15th 2000

Signature

Homer Yates

ILLEGIBLE COPY

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 22.89 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby:

(Check one)

- ☐ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

April 1-2000
 Date Signed

Henry Yates
 Signature

To vote, I would like a copy of what
 I would be voting for or against.

Fax me a copy @ 9663-822 3107,
 I will read it & then fax to you my vote

Thanks
Henry Yates
4-1-00

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 10 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby:

(Check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

4-2-00
Date Signed

John W. Slawinski
Signature

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 24.17 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10.23.99
Date Signed

Frederick Snyder
Signature
Frederick Snyder

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of Tract No. 4, PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10-23-99
Date Signed

Kendell Holcomb
Signature

KENDELL HOLCOMB
Print Name

10-23-99
Date Signed

Charlotte Holcomb
Signature

CHARLOTTE HOLCOMB
Print Name

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.


The undersigned, being the Owner(s) of 10.00 10 acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10/23/99
Date Signed


Signature

Terrance (Trey)Walker

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of 11.27 _____ acres in PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)



Approve and adopt



Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10 - 23 - 99
Date Signed

Paul Pederson
Signature

Paul Pederson

Ballot and signature page attached to AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

The undersigned, being the Owner(s) of Tract No. 08, PEDERNALES RANCH ESTATES SUBDIVISION do hereby :

(check one)

- ☒ Approve and adopt
☐ Reject

the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated September 30, 1999.

10.23.99
Date Signed

Charley Swift
Signature

Charley Swift
Print Name

10.23.99
Date Signed

Sally Mayer Swift
Signature

Sally Mayer Swift
Print Name

AFFIDVAIT

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Blanco

BEFORE ME, the undersigned authority, on this day personally appeared Linda K. Vincent, Affiant, known to me to be the person who subscribed his/her name below, who, after having first been duly sworn by me, on oath swears that the following statements are true:

The (s)he is the ^{du}President, ^{du}Vice President, Secretary/Treasurer of the PEDERNALES RANCH ESTATES PROPERTY OWNERS ASSOCIATION;

That the foregoing signatures represent the written approval of at least seventy-five percent (75%) of the owners of property within PEDERNALES RANCH ESTATES, as required to amend the Restrictive Covenants as set out in the instrument dated September 30, 1976 and recorded in Volume 92, Pages 272, et seq., Deed Records of Blanco County, Texas.

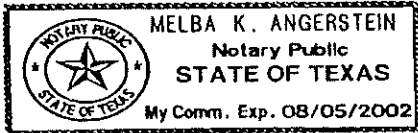
That following September 30, 1999 the Amended and Restated Declaration of Covenants, Conditions and Restrictions to which this Affidavit is attached shall govern and apply to the Association, all owners and transfers of property within the said PEDERNALES RANCH ESTATES.

EXECUTED this 8th of May, ²⁰⁰⁰1999.

Linda K. Vincent

Linda K. Vincent
Print Name

SUBSCRIBED AND SWORN TO before me by the said Linda K. Vincent, this 8th of May, 2000, 1999, to certify which witness my hand and seal of office.

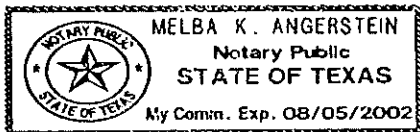


Melba K. Angerstein
Notary Public in and for
the State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 8th day of May, 2000, 1999, by Linda K. Vincent.



Melba K. Angerstein
Notary Public in and for the State of Texas

Stamped or printed name of notary

FILED this 12 day of May, 2000
11:50 A.M.

DOROTHY UECKER
COUNTY CLERK, BLANCO COUNTY, TEXAS
By Dorothy Uecker

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the
date and the time stamped herein by me and was duly RECORDED in Official
Public Records of Real Property of Blanco County, Texas on

MAY 16 2000



Dorothy Uecker

THE STATE OF TEXAS
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned FIRST SERVICE CORPORATION, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to place, construct, operate, repair, maintain, rebuild, and replace thereon an electric distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operation of such distribution lines, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; on and over the following described land:

A tract of land located approximately 3-3/4 miles Northwest from the town of Johnson City and recorded in Volume 1, Pages 61-66 of the Blanco County Plat Records and to be known as the Pedernales Ranch Estates Subdivision; such distribution line to follow the route depicted on Exhibit A which is attached hereto and made a part hereof for all purposes.

Together with the right of ingress and egress over the portion of the land described above adjacent to the route depicted in Exhibit A to or from said right-of-way for the purpose of constructing, repairing, maintaining, rebuilding, replacing and removing said lines and appurtenances.

In the event any of the separate tracts within the above described subdivided area are in the process of being sold or have been sold prior to the granting of this easement, the Grantor does hereby agree to and will assume any and all liability and will protect Pedernales Electric Cooperative, Inc., from any damage claims resulting from the location of electric facilities installed by Pedernales Electric Cooperative, Inc., including the removal of plants and trees during the construction of electric facilities.

The undersigned covenants that he is authorized to execute this easement for the Pedernales Ranch Estates subdivision.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has this day set its hand and seal this 21st day of August, 1976.

FIRST SERVICE CORPORATION

By John T. Mahone
President

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared John T. Mahone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST SERVICE CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of August, 1976.



Carole Hamilton
Notary Public in and for
TRAVIS County, Texas

UJ2
91
P901

GRANTOR FIRST SERVICE CORPORATION

EXISTING PEC LINE
50' PRIVATE ROAD

TRACT 9
52.283 ACRES

TRACT 8
51.933 ACRES

TRACT 10
54.173 ACRES

PEDERNALES RANCH ESTATES

TRACT 11
29.933 ACRES

TRACT 7
49.154 ACRES

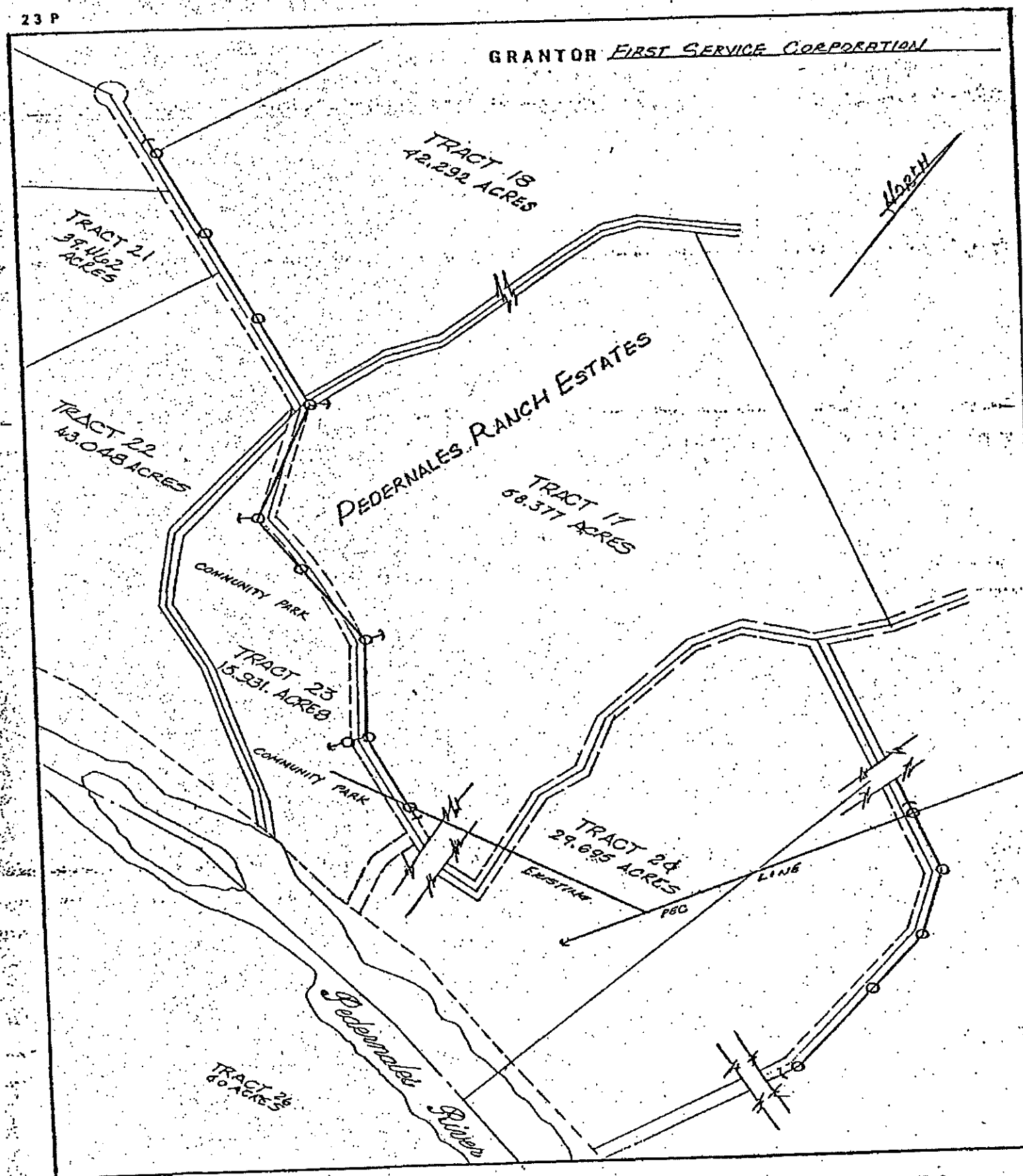
CENTERLINE 50' PRIVATE ROAD

PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 400'DATE 8-17-76GRANTOR FIRST SERVICE CORPORATION

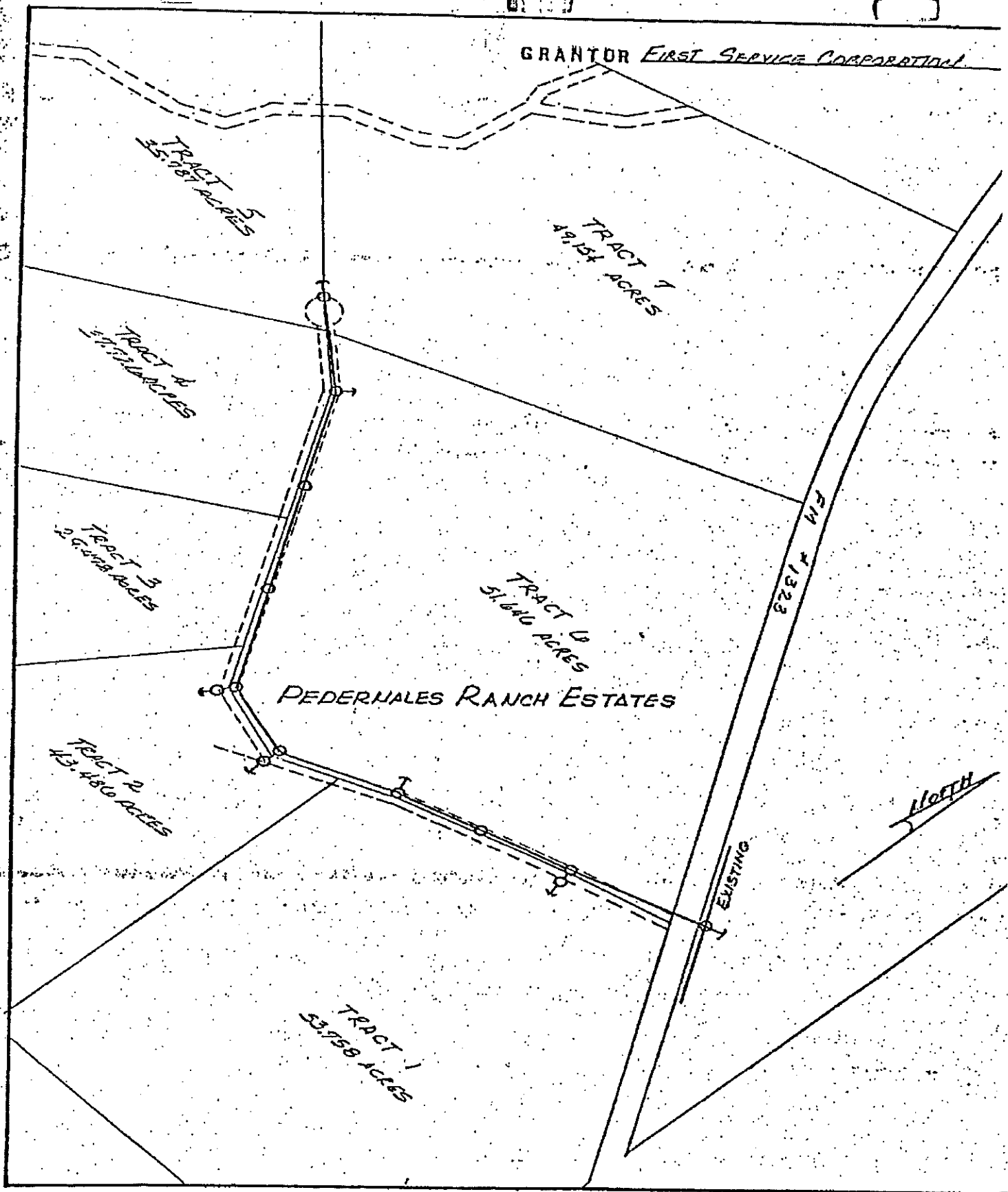
23 P

GRANTOR FIRST SERVICE CORPORATION

PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

1" = 100' DATE 8-17-70 GRANTOR FIRST SERVICE CORPORATION



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1"=400' DATE 8-17-76 GRANTOR FIRST SERVICE CORPORATION
 FILED FOR RECORD AUGUST 25, 1976 at 10:50 A. M.
 JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
 RECORDED AUGUST 25, 1976 at 11:00 A. M.

THE STATE OF TEXAS
COUNTY OF BLANCO

1
1
1
KNOW ALL MEN BY THESE PRESENTS:

10/28

That the undersigned FIRST SERVICE CORPORATION, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to place, construct, operate, repair, maintain, rebuild, and replace thereon an electric distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operation of such distribution lines, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; on and over the following described land:

A tract of land located approximately 3-3/4 miles Northwest from the town of Johnson City and recorded in Volume 1, Pages 61-66 of the Blanco County Plat Records and to be known as the Pedernales Ranch Estates Subdivision; such distribution line to follow the route depicted on Exhibit A which is attached hereto and made a part hereof for all purposes.

Together with the right of ingress and egress over the portion of the land described above adjacent to the route depicted in Exhibit A to or from said right-of-way for the purpose of constructing, repairing, maintaining, rebuilding, replacing and removing said lines and appurtenances.

In the event any of the separate tracts within the above described subdivided area are in the process of being sold or have been sold prior to the granting of this easement, the Grantor does hereby agree to and will assume any and all liability and will protect Pedernales Electric Cooperative, Inc., from any damage claims resulting from the location of electric facilities installed by Pedernales Electric Cooperative, Inc., including the removal of plants and trees during the construction of electric facilities.

The undersigned covenants that he is authorized to execute this easement for the Pedernales Ranch Estates subdivision.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has this day set
its hand and seal this 24th day of August, 1976.

FIRST SERVICE CORPORATION

By John T. Mahone

THE STATE OF TEXAS

1

COUNTY OF TRAVIS

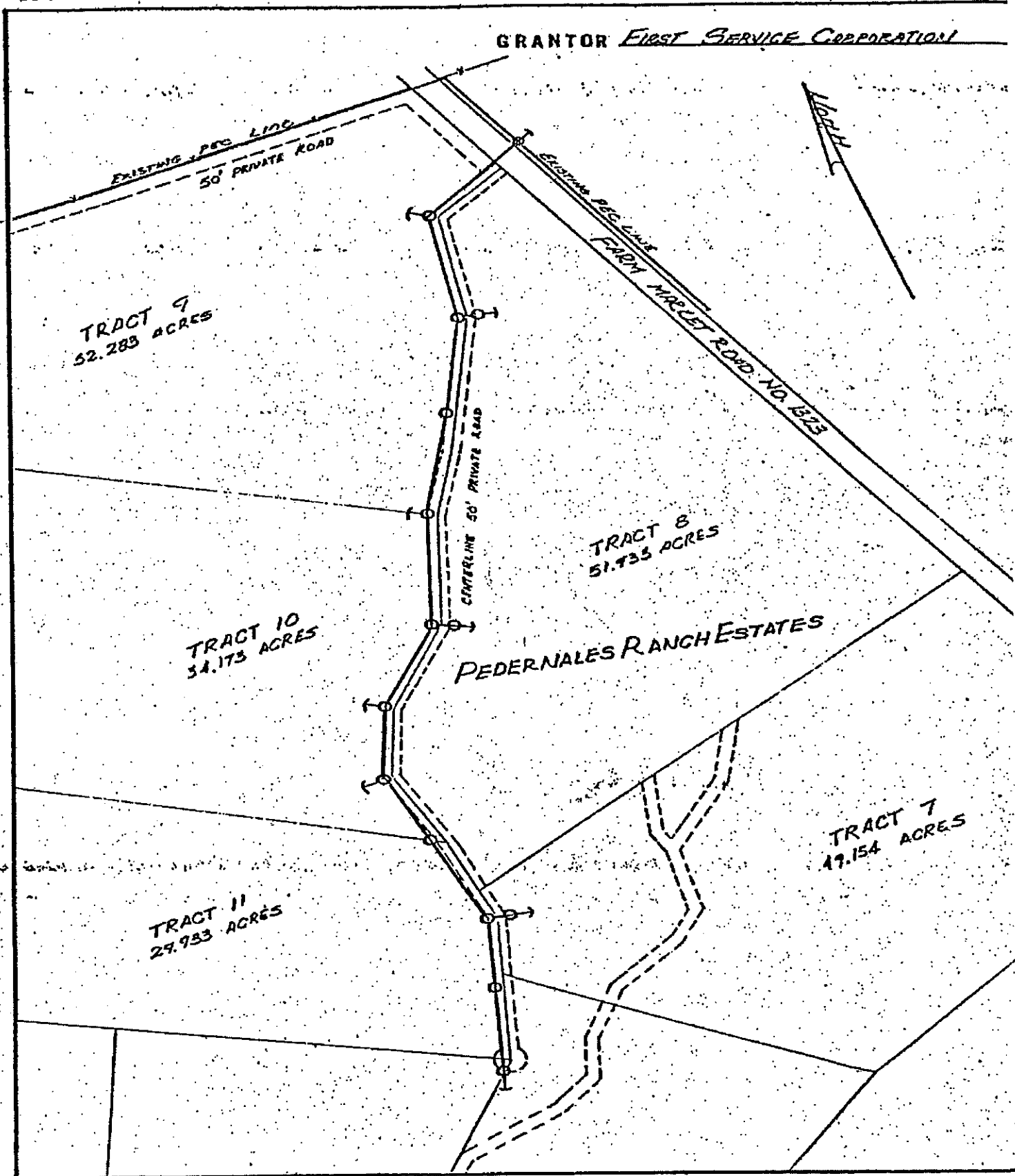
1

BEFORE ME, the undersigned authority, on this day personally appeared John T. Mahone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST SERVICE CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day
of August, 1976.



Carolyn Hamilton
Notary Public in and for
TRAVIS County, Texas
CAROLYN HAMILTON



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

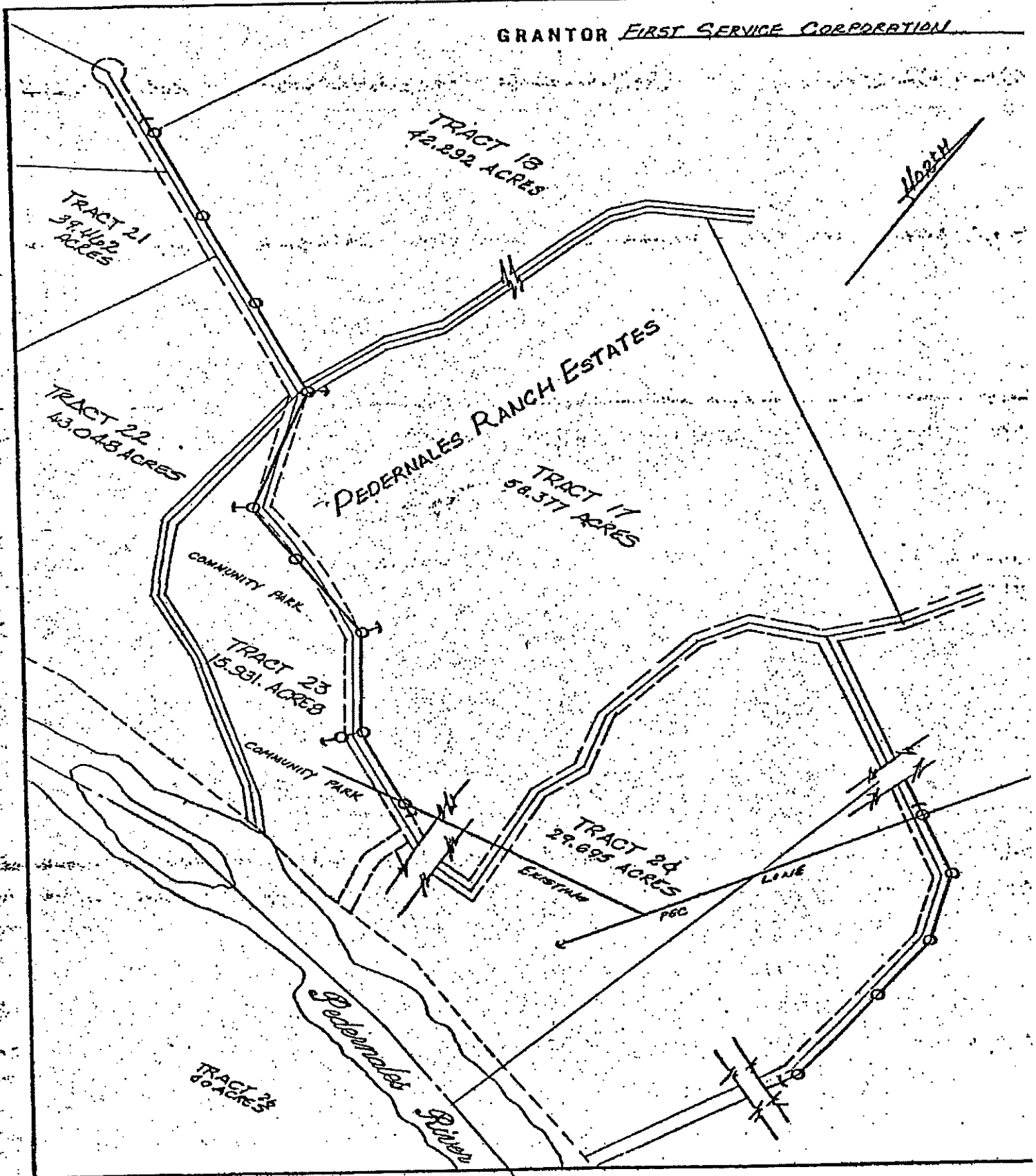
EXHIBIT A

SCALE *1"=400'*

DATE *8-17-76*

GRANTOR *FIRST SERVICE CORPORATION*

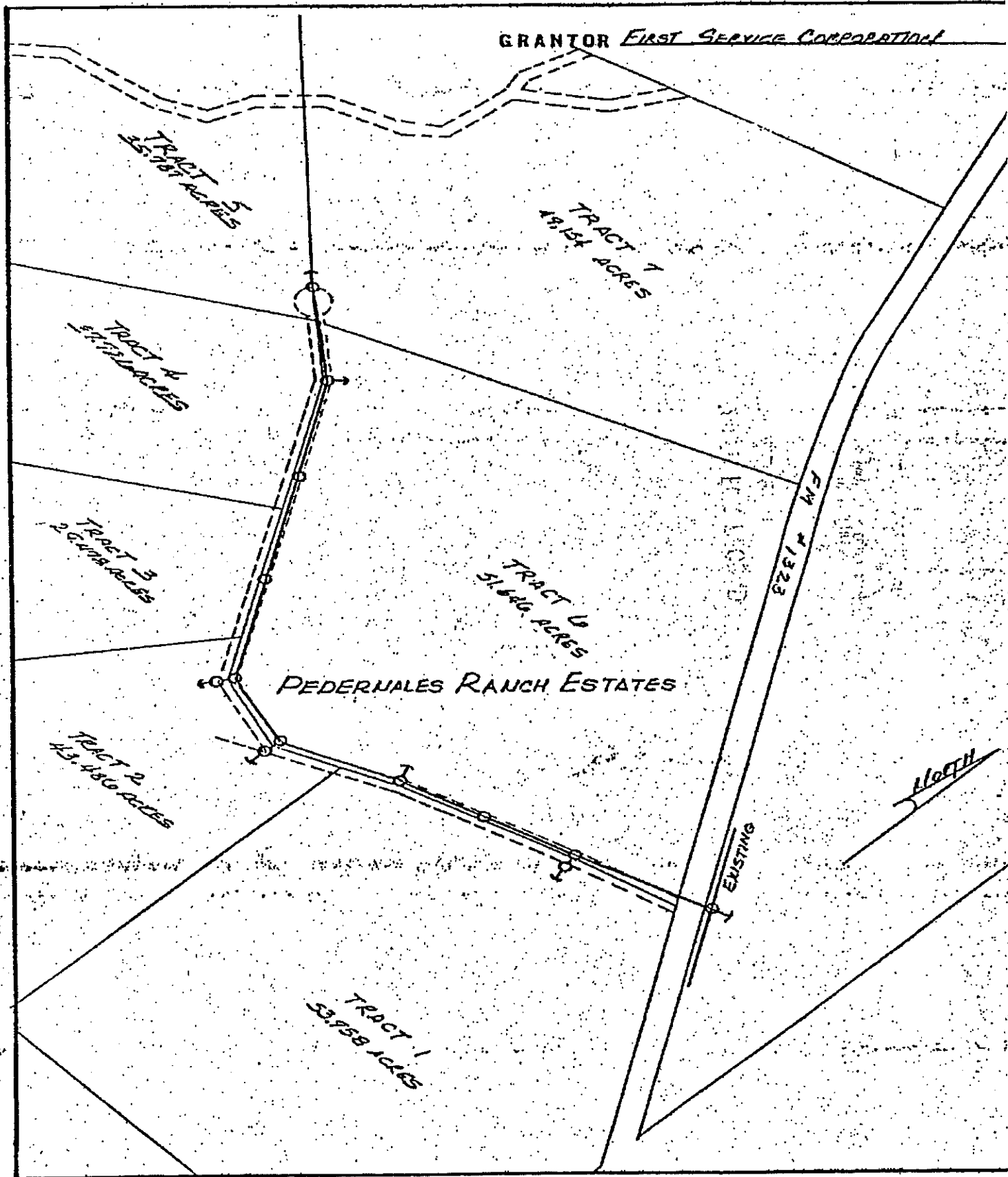
23 P

GRANTOR FIRST SERVICE CORPORATION

PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 400' DATE 8-17-74 GRANTOR FIRST SERVICE CORPORATION



GRANTOR *FIRST SERVICE CORPORATION*

PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

and being more particularly described as follows, to-wit:

Being all of the land included between grantor's East property line which bears S. 0 deg. 34' E. at Engineer's Centerline Station 99/05 and grantor's North property line which bears S 89 deg. 37' W. at Engineer's Centerline Station 159/46 lying on each side of the centerline of proposed F.M. Highway No. 1824 to provide 40 feet of Right of Way each side of and adjacent to the centerline of proposed F.M. Highway 1824 as located by the Texas Highway Department, said centerline being more particularly described as follows:

Beginning at a point in the centerline of proposed F.M. Highway No. 1824 at Engineer's Centerline Station 99/05, said point also being in grantor's East property line;

Thence N. 34 deg. 44' W. 2551.1 ft.; Thence in a Northwesterly direction along a 2 deg. 00' curve to the Right, through a central angle of 14 deg. 51', a distance of 742.5 ft.;

Thence N. 19 deg. 53' W. a distance of 2,747.4 feet to a point in the centerline of proposed F.M. Highway No. 1824 at Engineer's Centerline Station 159/46, said point also being in grantor's North property line.

The above described tract of land contains 11.09 Acres of land, more or less, of which 3.98 Acres are out of the L. Maddox Survey No. 12, Abst. No. 960, and 7.11 Acres are out of the Wm. Ringo Survey No. 30, Abst. No. 505.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, save and except the following reservations and provisions:

The Grantor(s) reserve(s) all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the rights of the State to use said land and other minerals and materials thereon, therein or thereunder for road purposes, it being specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, clays or any other materials or minerals upon, and in under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And I the said Fred Rodway, Jr. do hereby bind myself, my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it is further agreed that the Commissioner's Court of Blanco County, Texas in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness my hand this the 6th day of September, A. D. 1952.

Fred Rodway Jr.

THE STATE OF TEXAS

COUNTY OF BLANCO

Before me, E. D. Harrison, County Judge in and for said County and State, on this day personally appeared Fred Rodway, Jr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 6th day of September 1952.

(SEAL)

E. D. Harrison
County Judge in and for Blanco County, Texas

Filed December 1, 1952 at 11:15 o'clock A.M.
C. H. STEVENSON, COUNTY CLERK, BLANCO COUNTY
Recorded December 1, 1952 at 2: o'clock P.M.

CHANNEL EASEMENT

STATE OF TEXAS

COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Fred Rodway, Jr. of Blanco County, Texas in consideration of the sum of ONE DOLLAR and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto

State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following land(s) in Blanco County, Texas, owned by me, and being subject to:

(Important Note: If no liens, easements or lease exist, insert the word "None")

Liens held by None

Easement(s) held by None

Lease(s) held by None

and being particularly described as follows, to wit:

TRACT NO. 1

Being a tract of land 50 feet wide and 150 feet long to provide channel improvement for F. M. Highway No. 1824, the centerline of which begins in the West Right of Way line of said highway at a point at right angles to Station 116+30 and bears S. 55 deg. 16' W. for a distance of 150 feet.

The above described tract of land contains 0.17 Acre of land, more or less.

TRACT NO. 2

Being a tract of land 50 feet wide and 150 feet long to provide channel improvement for F. M. Highway No. 1824, the centerline of which begins in the West Right of Way line of said highway at a point at right angles to Station 132+90 and bears S. 70 deg. 07' W. for a distance of 150 feet.

The above described tract of land contains 0.17 Acre of land, more or less.

TRACT NO. 3

Being a tract of land 50 feet wide and 200 feet long lying parallel and adjacent to the West Right Way line of F.M. Highway 1824 from Station 144+45 to Station 146+45.

The above described tract of land contains 0.23 Acre of land, more or less.

Tract 1	0.17 Acres
2	0.17
3	0.23
Total	0.57

For the purpose of opening, constructing and maintaining a permanent channel in, along, upon and across said premises, with the right and privilege at all times of the grantees herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said or any part thereof.

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials of minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that the Commissioners Court of Blanco County, Texas in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness my hand, this the 6th day of September, A. D. 1952.

Fred Rodway Jr.

THE STATE OF TEXAS

COUNTY OF BLANCO

Before me, E. D. Harrison, County Judge in and for said County and State, on this day personally appeared Fred Rodway, Jr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 6th day of September 1952.

(SEAL)

E. D. Harrison
County Judge in and for Blanco County, Texas

Filed December 1, 1952 at 11:00 o'clock A.M.
O. H. Stevenson, County Clerk Blanco County
Recorded December 1, 1952 at 3:15 o'clock P.M.