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THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT WHEREAS, STEPHEN BURT CARTER, herein called "Carter", is the record owner of all that 65.78 acres of land, located in Gillespie County, Texas, as described on Exhibit "A", attached hereto and made a part hereof ("Property"); and

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

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

1.

#### DEFINITIONS

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the

C:\chestrations\carter  
Declaration of Covenants,  
Conditions and Restrictions... Page 1

200606738

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#### Document Summary

Instrument Number: 200606738  
Party Name: STEPHEN BURT CARTER  
Assoc. Name: PERM  
Legal Description: Lot 27, 2006  
Map/Section: 27-15-20-2006

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See simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

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

## II.

### RESTRICTIONS

1. All tracts shall be used solely for residential and agricultural purposes, being limited to one permanent single family residence. Two additional guest homes or 'bed & breakfast' residences will be permitted on any one tract.
2. Bed and Breakfast, which is known as a tourist lodging service shall be permitted, but no more than two are allowed per tract.
3. No dwelling home shall be moved onto any tract. Any dwelling shall be constructed on site. Relocation or reconstruction of a structure of historic quality and integrity shall be permitted. No mobile, modular, pre-manufactured and/or industrial built home shall be used as a dwelling or stored on any tract.
4. The exterior of any building shall be completed not later than twelve (12) months after laying the foundation of that respective building.
5. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other waste disposal system approved by the County and/or State Health Department or other governing body controlling wells and septic systems.
6. No structure of a temporary character, trailer, camper, tent, shack, garage, or other out building shall be used on any tract at any time as a residence, either temporarily or permanently, subject to the preceding section.
7. No industrial pursuit or enterprise shall be permitted to be conducted on the tract. Industrial pursuit of enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state (other than a cottage industry by an artisan, i.e., artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of:
  - A. Auto painting and repair; heavy machinery operation or storage; welding or machine shop; concrete products manufacture.

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#### Document Summary

Instrument Number: 70086738  
Party Name: JAMES E. GILLESPIE, JR.  
Asset: House 70086738  
Legal Description: Lot 37, 1000  
Map: 1000, 1000, 1000, 1000

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8. Swine shall not be kept on any tract other than in connection with a sanctioned 4-H or FFA livestock project. Other livestock, pet and poultry shall be permitted provided said livestock is kept within the boundaries of said tract at all times, and they are not offensive to adjacent landowners by smell, sound, or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.

9. No abandoned automobiles, equipment or junk shall be permitted on any tract. After completion of a permanent residence, tract owners may store their personal travel trailer, motor home or other recreation vehicle on the premises, so long as it is not used as a permanent dwelling.
10. No noxious or offensive activity shall be permitted on a tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood (Example – Constant discharge of firearms, such as a target range or skeet or trap range). No use or activity that violates any county, state or federal law, statute, regulation, or ordinance, including any activity that constitutes a nuisance under Texas law, shall be permitted upon a tract.
11. Owners shall keep their property free of litter at all times. Disposal of any kind shall not be allowed that would adversely affect the natural beauty and value of a tract or any neighboring property. Mineral exploration of any type which will damage the surface shall not be permitted on a tract, except for the excavation of road material to be used to construct a road on a tract, after which it should be restored as much as possible to its original state.
12. Property shall not be subdivided into tracts having less than ten (10) acres in size. Each such tract shall have insurable access to and from a county road and be approved under the rules of the Gillespie County subdivision ordinance.
13. No cellular tower or other type of commercial tower shall be erected or placed upon the property.
14. No residence or other permanent structure shall be constructed nearer than 75 feet from any common property line of any Tract within the Property. There shall be no building set back restrictions relating to any perimeter boundary line that is common to an adjoining neighbor's property outside of the Property.

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Instrument Number: 100872  
Part, Name: 18" x 24" x 1/2" x 1/2" x 1/2"  
Accessories: 2-1/2" x 1/2"  
Legal Description: 1/2" x 1/2" x 1/2" x 1/2" x 1/2"  
Excluded: 1/2" x 1/2" x 1/2" x 1/2" x 1/2"



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### III.

#### GENERAL PROVISIONS

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

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

3.03. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by Carter or the Owner of any Tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2017, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31, 2017, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the above described 65.78 acres. No amendment shall be effective until duly recorded in the Official Public Records of Gillespie County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained.

EXECUTED this 31 day of December, 2008.

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#### Document Summary

Instrument Number: 10081124  
Party Names: Carter, John, Trust  
Address: 1100 E. 1st St., Austin, TX 78701  
Legal Description: 65.78 AC, 2008  
Recorded At: 2008-12-31, 4:04 PM