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DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONSfor204.5 Acres of Land in Gillespie County, Texas

THIS DECLARATION, made on the date hereinafter, set forth by LESTER MEIER and HOLLY MEIER of Gillespie County, Texas, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property of 204.5 acres in Gillespie County, Texas, more or less, more fully described on the attached Exhibit "A", which is incorporated herein for all purposes (the "Tract"); and

WHEREAS, it is deemed to be in the best interest of Declarant and any persons who may purchase portions of the Tract, that there be an established and maintained uniform plan for the improvement and development of the Tract and such portions of the Tract ("Parcel(s)").

NOW, THEREFORE, Declarant hereby declares that all the real property in Tract 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 real property and be binding on all parties having any right, title or interest in the Tract, or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

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1. All Parcels are to be used solely for residential and agricultural purposes, limited to a single-family residence. One permanent residence is permitted on any one Parcel.
2. The minimum square footage for living area of a residence is two thousand (2000) square feet.
3. The exterior of any building shall be completed not later than ten (10) months after laying the foundation.
4. A caretaker house and/or one (1) guesthouse may be constructed provided construction of the main residence has commenced. A "bed and breakfast" may be included in the definition of guesthouse, but not more than one (1) "bed and breakfast" may be constructed on any Parcel and shall have no more than two (2) bedrooms.
5. No manufactured homes or modular homes shall be permitted on a Parcel.
6. No industrial pursuit shall be permitted. There shall be no manufacturing 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. No commercial auto painting and repair (other than hobby), heavy machinery operation or storage, welding or machine shop (except personal use) or concrete manufacture shall be permitted.
7. Animals may be kept on any Parcel provided they do not constitute a commercial livestock feeding operation, and that they be confined to the owner's respective property at all times.
8. Parcel owners may store their personal travel trailer, motor home or other recreational vehicle on their property so long as it is not used as a permanent dwelling

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except that such use may occur for a maximum of ten (10) months during which time the main residence is being constructed.

9. Disposal of any kind of trash, garbage, building materials or any other type of abandoned property shall not be allowed that would adversely affect the natural beauty and value of the property in a Parcel. Mineral Exploration of any type which will damage the surface shall not be permitted on a Parcel, except for the excavation of road material to be used to construct a road on a Parcel after which it should be restored as much as possible to its original state. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any Parcel so as to be visible from another property in Tract.

10. Property in Tract shall not be subdivided into Parcels of less than twenty-four (24) acres in size.

11. Noxious or offensive activities shall not be permitted on any Parcel, nor shall anything be done thereon which shall be an annoyance or nuisance to other owners in Tract.

12. Hunting shall be conducted so as not to endanger other owners and their property.

13. There shall be no floodlighting on any Parcel for outdoor arenas, tennis courts or other activity which may require floodlighting.

14. Any floodlighting or landscape lighting on a Parcel shall be placed so as not to constitute a nuisance to owners of other Parcels.

The covenants, conditions and restrictions contained herein shall remain in place for a term of twenty (20) years from the date hereof; however, the term can be extended

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by written agreement of seventy-five percent (75%) of the Parcel owners and such written agreement being filed of record in Gillespie County, Texas.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this

26 day of February 2004.

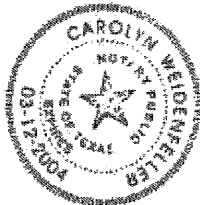
Lester Meier
LESTER MEIER

Holly Meier
HOLLY MEIER

STATE OF TEXAS

COUNTY OF GILLESPIE

BEFORE ME, the undersigned Notary Public, on this 26 day of February 2004, personally appeared LESTER MEIER 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.



Carolyn Weidner
Notary Public, in and for
The State of Texas

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STATE OF TEXAS

COUNTY OF GILLESPIE

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BEFORE ME, the undersigned Notary Public, on this 27 day of Feb 2004, personally appeared HOLLY MEIER 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.



Carolyn Widenfeller
Notary Public, in and for
The State of Texas