

041054

204-096

542 410

ANTHONY SAUER AND
WIFE, JEAN SAUER

TO

JEFFREY J. DYPWICK

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

THAT we, ANTHONY SAUER and wife, JEAN SAUER ("Grantors"), of the County of Gillespie, and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration paid to Grantors by a qualified intermediary under Internal Revenue Code §1031, in behalf of Grantee who has elected to accomplish a Tax-Deferred Exchange and direct deeding to Grantee, in accordance with said Code, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JEFFREY P. DYPWICK ("Grantee"), whose address is 10300 Great Plains Blvd., Chask, MN, 55318, all of the following described real property in Gillespie County, Texas ("the Property" or "the Tract"), to-wit:

BEING 8.22 acres of land, more or less, situated in Gillespie County, Texas, being part of the J.W. and R. Leavitt Survey No. 80, Abstract No. 413; said 8.22 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof.

Property taxes for the current year have been prorated and are assumed by Grantee.

This conveyance is made and accepted subject to the following, to the extent that the same validly affect the herein described property, to-wit:

1. Rights of the Public in and to any portion of the above described property contained within the bounds of Coonrod - Grona Road, a public roadway, as shown on survey by Charles E. Ottmers, Registered Professional Land Surveyor, dated May 29, 2003.
2. Rights asserted by anyone or any governmental entity or agency or limitations imposed by any law, rules, regulation or ordinance.

RESTRICTIVE COVENANTS

ARTICLE I.

1. The Grantor hereby declares that the herein described property ("Property or Tract") shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of the Tract and Grantor's remaining tract of 12.3 acres, described on Exhibit "B", attached hereto and made a part hereof, and which shall run with the Tract and shall be binding on Grantee, and his heirs, successors and assigns,

and which shall inure to the benefit of Grantor and Grantor's heirs, successors and assigns:

A. Building Restrictions

(1) Not more than one single-family dwelling may be erected on the Tract. Servant's quarters, one (1) guest house, and related outbuildings may be constructed after the completion of construction of the principal dwelling, but not before.

(2) Barns, stables, pens, fences and other similar improvements may be made on the Tract prior to construction of the principal dwelling.

(3) A single-family dwelling shall contain a minimum of 2,500 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breeze ways, carports, garages or basements. Notwithstanding the above and as an exception thereto, the owner of the Tract may initiate the construction of a single family dwelling with a minimum of 1,000 square feet of living area provided that within six (6) years after the date hereof, the dwelling must be expanded to a minimum of 2,500 square feet of living area.

(4) The exterior of the dwelling, servant's quarters, guesthouse and related outbuildings shall be constructed of wood, hardy board, rock, stone, brick, stucco or masonry. Certain metal products may be used with the prior written consent of the Grantor.

(5) The exterior of any building shall be completed not later than twelve (12) months after laying the foundation of such building.

- (6) A dwelling shall be newly constructed and erected on site. No dwelling shall be moved on to a Tract. An Owner shall be entitled, however, to incorporate historical building materials and fixtures into a newly constructed dwelling.
- (7) A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other waste disposal system which has been approved by Gillespie County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems.
- (8) Mobile homes, modular homes, pre-manufactured homes and/or industrial-built homes shall not be used as a dwelling nor stored on the Tract. Except as herein provided, recreational vehicles, buses or travel trailers shall not be used as a dwelling on the Tract, except for bona fide guests of the Owner for a period of time not to exceed seven (7) consecutive days. All boats, tractors, golf carts, ATV's, motorcycles, and other similar types of vehicles shall be stored in a garage facility.
- (9) All perimeter fences erected on the Tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance.
- (10) No external lighting shall be installed on the Tract which is an annoyance or nuisance to the neighborhood.
- (11) No new residence or structure shall be erected on the Tract of more than two stories in height.
- (12) No external antenna, satellite receiving dish greater than thirty (30) inches in diameter, or other telecommunication device or equipment shall be permitted on the Tract unless totally screened from the view of roads or adjoining property.

B. Setback Requirements

Except for entrance and other gates, fences and utility lines or poles, nothing shall be stored or erected on any Tract nearer than thirty (30) feet from the boundary of the Tract.

C. Use Restrictions

(1) Except as set forth below, the Tract shall be used for single-family residential purposes only, and except as otherwise herein provided, the Tract shall not be used for any commercial purpose. Notwithstanding the above, and as an exception thereto, the Tract may be used for grazing livestock, except swine. "Single Family Dwelling" shall mean and refer to any improvements on the Tract which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons related by blood, marriage or adoption, who are maintaining a common household. Nothing in this section should be interpreted to prohibit occupancy of the Tract by temporary non-paying guests of the occupants who are temporarily visiting.

(2) A bed and breakfast or temporary guest lodging business is prohibited.

(3) All livestock and pets shall be kept under fence within the boundaries of the Tract and overgrazing of the Tract by livestock shall not be permitted.

(4) There shall be no commercial feeding operation nor commercial breeding of animals or fowl on the Tract. Livestock used for grazing the Tract while simultaneously raising young shall not be considered commercial breeding of animals.

(5) A church shall not be located on the Tract.

(6) Prior to the construction of the principal dwelling, the Owner shall be permitted to camp on the Tract overnight in either an R.V., travel trailer, pop-up camper or tent, for a period not to exceed ten consecutive calendar (10) days, and not more than forty (40) total calendar days in any one calendar year.

(7) Abandoned or inoperative equipment, vehicles or junk shall not be permitted on the Tract unless contained within an enclosed building. The Owner is to keep the Tract clean and neat in appearance and free of litter at all times. Garbage or refuse or any hazardous material, as defined by any state or federal law, rule or regulation, shall not be buried or disposed of on the Tract. Noxious or offensive activity shall not be permitted on the Tract, nor any activity which would be considered an annoyance or nuisance to the neighborhood.

(8) Mineral exploration of any type which will damage the surface shall not be permitted on the Tract.

(9) No hunting shall be allowed on the Tract. No prolonged or consistent discharge of firearms, such as target, skeet or trap-shooting, shall be allowed on the Tract.

(10) Notwithstanding any state or federal law, rule, ordinance or regulation presently existing or enacted in the future, the Owner of the Tract shall not enter upon any property adjoining the Tract, or any other property in the vicinity, via the stream bed of the Pedernales River, and must prevent the Owner's family members, tenants, guests or invitees from doing so, except with the prior consent of the owner of such adjoining property or other property in the vicinity.

(11) No outbuildings shall be constructed containing more than 2,400 square feet of area nor being more than 18' in height.

(12) The conduct of a home occupation shall be a permitted use which is incidental to the single family residential use restriction herein specified, only under the following terms and conditions expressly allowed in this subsection:

(a) The home occupation shall be conducted entirely within a dwelling unit that is the bona fide residence of practitioners or entirely within one accessory garage building other than a carport.

(b) No person other than a family member who resides in the dwelling unit shall participate in the home occupation on the Tract.

(c) The residential character of the Tract and dwelling shall be maintained and no additional buildings shall be added on the Tract for home occupation.

(d) The home occupation shall not generate any customer or client related vehicular traffic.

(e) No direct selling of merchandise shall occur on the Tract.

(f) No equipment or materials associated with the home occupation shall be displayed or store and where visible from anywhere off the Tract.

(g) The occupation shall not produce external noise, vibration, smoke, dust, odor, heat, glare, flames, electrical interference, or waste run-off outside the dwelling unit or on the Tract surrounding the dwelling.

(h) No vehicle used in connection with the home occupation that requires a commercial driver's license to operate shall be parked on the Tract.

(i) The home occupation shall not be advertised by any signs on the Tract, nor shall the street address of the home occupation be advertised through signs, billboards, television, radio, newspapers, or other forms of direct advertising.

D. Restriction Against Subdivision

No re-subdivision of the Tract into smaller tracts shall be permitted.

2. The covenants, conditions and restrictions set forth herein are for the benefit of the Grantor and his successors and assigns, shall run with the Tract, and shall be enforceable at law or in equity in Gillespie County, Texas, by Grantor or Grantor's heirs, successors or assigns of that 12.3 acre tract described on Exhibit "B", attached hereto and made a part hereof.

3. The invalidity or unenforceability of any one or more of the covenants, conditions and restrictions set forth herein shall not affect the enforceability of the remaining covenants, conditions and restrictions. The failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to future enforcement of such covenant, condition or restriction, or any other covenant,

condition or restriction.

4. The above covenants, conditions and restrictions set forth herein shall be binding until December 31, 2050.

ARTICLE II.

Architectural Features

1. The aesthetic and ecological quality of the Tract and all improvements (including, without limitation, buildings, barns, carports, well houses, fences, pens, entryways, gates and other structures) and exterior lighting must be compatible with other improvements and be in harmony with the natural surroundings.

2. The Owner of the Tract is encouraged in the construction of improvements (including exterior lighting) of good architectural design, quality and proper size compatible with other improvements and in harmony with the natural surroundings. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will create an attractive and harmonious blend with existing improvements and the natural surroundings.

3. Design plans and final plans and specifications shall be based upon the following:

(A) The architectural and structural integrity of the design.

(B) Harmony and conformity of the design with the surroundings both natural and built.

(C) Adequacy of the design to conditions of the site.

ARTICLE III.

Miscellaneous

1. By acceptance of a deed to the Tract, the Owner, for such Owner and such Owner's successors and assigns, agrees to be bound by all the terms and provisions of these restrictions.

2. If any term or provision of this Declaration or the application thereof shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other terms or provisions of these restrictions and all such terms and provisions shall remain in full force and affect. No failure of Grantor to seek enforcement of any term or provisions of this declaration shall constitute a waiver of any right to do so in the future, nor shall such failure affect the validity or enforceability of any such term or provision.

3. These restrictions shall be governed by, construed and enforced according the laws of the State of Texas, and venue of any action or proceeding brought to enforce this Declaration shall be in Gillespie County, Texas.

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 Grantee, his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, subject to the foregoing exceptions, all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1st day of ^{March}~~February~~, 2004.

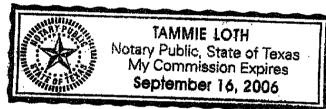

ANTHONY SAUER

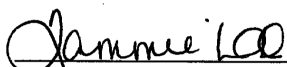

JEAN SAUER

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 1st day of ^{March}~~February~~, 2004, by ANTHONY SAUER and wife, JEAN SAUER.




Notary Public, State of Texas

gr

EXHIBIT "A"

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

542 421

Field notes of an 8.22 acres, more or less, of land, situated in Gillespie County, Texas, being part of the J. W. & R. Leavitt Survey No. 80, Abstract No. 413; being all that "Tract I" 3.19 acre tract and all that "Tract II" 5.03 acre tract described in a conveyance to Anthony Sauer and wife, Jean Sauer, by Barbara Huff, Independent Executrix of the Estate of Ed F. Bayouth, Deceased, dated June 19, 2003, found of record in Volume 508, Pages 922-936 of the Official Public Records of Gillespie County, Texas, as said tract is found fenced, monumented and/or used on the ground; including land, part of the Pedernales River and part of Coonrod-Grona (county) Road.

Said 8.22 acre, more or less, tract of land is described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch dia. steel bar found set at a 4 inch dia. pine post, in the S.W. line of the Morris Ranch (county) Road, for the N.E. corner of that 5.4 acre, more or less, tract described of record in Volume 346, Page 380 of the Real Property Records of Gillespie County, Texas, for the N.W. corner of that "Tract II" 5.03 acre tract described in said conveyance to Anthony Sauer and wife, Jean Sauer, by Barbara Huff, Independent Executrix of the Estate of Ed F. Bayouth, Deceased, found of record in Volume 508, Pages 922-936 of the Official Public Records of Gillespie County, Texas, for the N.W. corner of this tract of land;

THENCE with fence along the S.W. line of the Morris Ranch Road, S. 59° 54' E. 386.7 feet to a 1/2 inch dia. steel bar set in the centerline of Coonrod-Grona (county) Road, for the N.E. corner of said "Tract II" 5.03 acre tract, for the N.E. corner of this tract of land;

THENCE with the centerline of Coonrod-Grona Road as follows:

S. 22° 17' W. 124.1 feet;
S. 31° 34' W. 101.3 feet;
S. 27° 53' W. 99.3 feet;
S. 20° 49' W. 64.2 feet;
S. 1° 24' W. 44.6 feet;
S. 15° 18' E., at 118.77 feet a point on a concrete slab crossing, in the Pedernales River, for the S.E. corner of said "Tract II" 5.03 acre tract and the N.E. corner of said "Tract I" 3.19 acre tract, and continuing a total distance of 386.57 feet;
S. 5° 48' E. 57.1 feet;
S. 19° 22' W. 56.3 feet;
S. 50° 41' W. 49.7 feet;
N. 82° 37' W. 47.8 feet;
N. 62° 13' W. 74.1 feet; and
N. 72° 17' W. 49.5 feet to a point in a cattle-guard gateway in the N.E. boundary of that 17.0 acre, more or less, tract described of record in Volume 356, Page 377 of the Real Property Records of Gillespie County, Texas;

(continued on page 2)

THENCE with the N.E. boundary of said 17.0 acre tract as follows:

N. 5° 55' E. 7.4 feet to an 8 inch dia. cedar post;
N. 60° 07' W. 135.7 feet to an 18 inch dia. dead L.O. tree in fence; and
N. 74° 38' W. 192.6 feet to a 1/2 inch dia. steel bar found set for a N.E. reentrant corner of said 17.0 acre tract, for the W.S.W. corner of said "Tract I" 3.19 acre tract and the W.S.W. corner of this tract of land, from which a 5 inch dia. cedar in fence bears N. 20° W. 8.5 feet;

THENCE with an east line of said 17.0 acre tract and the west line of said "Tract I" 3.19 acre tract, N. 15° 05' E., at 197.0 feet a point in the Pedernales River, for the N.N.E. corner of said 17.0 acre tract, for the N.W. corner of said "Tract I" 3.19 acre tract, for the S.W. corner of said "Tract II" 5.08 acre tract, at 399.0 feet pass a 10 inch dia. pine post in fence, 952.8 feet in all to the place of BEGINNING.

(continued on page 2)

THE STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes of a survey of 12.3 acres, more or less, of land made at the request of Anthony Sauer. Said land is situated in Gillespie County, Texas, being part of the J.W. & R. Leavitt Survey No. 80, Abstract No. 413; being part of that 38.19 acre tract described in a conveyance to Ed F. Bayouth by Hudene J. Joyner, et ux, dated July 23, 1976, found of record in Volume 117, pages 197-199 of the Deed Records of Gillespie County, Texas, as said tract is found fenced, monumented and/or used on the ground; including land, part of the Pedernales River; and being part of an unrecorded subdivision.

Said 12.3 acre, more or less, tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch dia. steel bar in the S.W. line of the Morris Ranch (county) Road, 150.4 feet N. 58 deg. 09 min. W. from a ½ inch dia. steel bar set in fence projections, for the N.E. corner of that 38.19 acre tract described in said conveyance to Ed F. Bayouth by Hudene J. Joyner, et ux, found of record in Volume 117, pages 197-199 of the Deed Records of Gillespie County, Texas, for the NE. corner of this tract of land;

THENCE as follows:

S. 30 deg. 17 min. W. 433.2 feet to a ½ inch dia. steel bar set;
S. 34 deg. 43 min. W., crossing the Pedernales River, 597.8 feet in all to a ½ inch dia. steel bar set, for the S.E. corner of this tract of land;

THENCE N. 34 deg. 38 min. 42 sec. W. 650.8 feet to a ½ inch dia. steel bar set, for the W.S.W. corner of this tract of land;

THENCE as follows:

N. 23 deg. 27 min. E. 223.5 feet to a ½ inch dia. steel bar set in the Pedernales River;
N. 59 deg. 26 min. E., crossing the Pedernales River, 203.45 feet in all to a ½ inch dia. steel bar set;
N. 31 deg. 06 min. E. 371.9 feet to a ½ inch dia. steel bar set in fence along the S.W. line of Morris Ranch Road, for the N.W. corner of this tract of land;

THENCE with fence along the S.W. line of Morris Ranch Road, S. 57 deg. 52 min. E. 558.2 feet to the place of beginning.

Survey completed May 29, 2003

Charles E. Ottmers, Reg. Prof. Land Surveyor

Plat & Field Notes



EXHIBIT "B"

041054

HCT

542 424

FILED
AT 2:39 O'CLOCK P M
ON THE 2nd DAY OF March
A.D., 2004.

MARY LYNN RUSCHE
COUNTY CLERK
GILLESPIE COUNTY, TEXAS

BY: Heather Bayer
DEPUTY

STATE OF TEXAS
COUNTY OF GILLESPIE

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was
duly RECORDED in the Volume and Page of the
Official Public Records of Gillespie County, Texas.

VOL. 542 PAGES 410-424

RECORDED 3-3-2004

MARY LYNN RUSCHE
County Clerk
Gillespie County, Texas



BY: Betty Crenwelge
DEPUTY
Betty Crenwelge