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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF KNEESE HIGHWAY 16 SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, BRYAN E. KNEESE ("Declarant"), being the owner of that certain subdivision known as the KNEESE HIGHWAY 16 SUBDIVISION (hereinafter referred to as the "Subdivision"), an unplatted subdivision, which is comprised of land in Gillespie County, Texas, more particularly described as follows:

Tract I: Being a 184.8 acre tract described in a deed to Bryan E. Kneese by Harold B. Kneese, et ux, dated May 11, 2004, found of record in Volume 551, Pages 800-804, Official Public Records, Gillespie County, Texas. SAVE AND EXCEPT therefrom that 165.63 acres of land, more or less, situated in Gillespie County, Texas, being part of the Richard Slack Survey No. 194, Abstract No. 610, and being more particularly described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all pertinent purposes.

Tract II: Being that 68.6 acre tract of land described in a deed to Bryan E. Kneese, et ux, by Harold B. Kneese, et ux, dated June 1, 1995, found of record in Volume 293, Pages 107-115 of the Real Property Records, Gillespie County, Texas.

Tract III: Being 165.63 acres of land, more or less, situated in Gillespie County, Texas, being part of the Richard Slack Survey No. 194, Abstract No. 610, and being part of that 184.8 acre tract described in a deed to Bryan E. Kneese by Harold B. Kneese, et ux, dated May 11, 2004, found of record in Volume 551, Pages 800-804, Official Public Records, Gillespie County, Texas. Said 165.63 acres of land, more or less, being more particularly described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all pertinent purposes.

and, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided tracts situated within the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided tracts therein, which easements, restrictions, covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Subdivision or any part thereof, and his heirs, successors and assigns, and which easements, restrictions, covenants and conditions 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 restrictions and covenants

(the headings being employed for convenience only and not to be controlling over content):

ARTICLE I. DEFINITIONS

"Declarant" shall mean and refer to BRYAN E. KNEESE, his heirs, successors and assigns.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Tract, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as the Kneese Highway 16 Subdivision.

"Tract" shall mean and refer to any plot of land which is out of the Subdivision.

ARTICLE II. RESTRICTIVE COVENANTS

The Declarant hereby declares that the Property 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, and which shall run with, the Property and shall be binding on Declarant and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarant and each Owner of any part of the Property, and their respective heirs, successors and assigns.

Section 1. Restrictions

1. All tracts shall be used solely for residential and agricultural purposes.
2. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a solid waste disposal system approved by the governing body controlling water wells and solid waste disposal systems.
3. Mobile, modular, and manufactured homes shall not be erected, stored or placed upon the Property.
4. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any tract in this subdivision.
5. Swine shall not be kept on any tract. Other livestock and pets shall be permitted

provided said livestock and pets are sheltered and kept within the boundaries of said tract at all times, and they are not offensive to adjacent landowners by smell, sight, sound, or otherwise. There shall not be any feedlot operations for the raising of livestock

6. Noxious or offensive activity shall not be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the Owner or Declarant. Owners are to keep their property clean and neat in appearance and free of litter at all times.

ARTICLE III. TERM

The covenants and restrictions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2043, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners of more than 50% of the acreage in the Tracts has been recorded agreeing to terminate said covenants and restrictions in whole or in part.

ARTICLE IV. ENFORCEMENT

Declarant, his heirs, successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for himself, his heirs, successors or assigns, reserve the right to enforce this Declaration, though he may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, condition or restrictions herein contained.

ARTICLE V. PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, conditions or restrictions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, conditions or restrictions hereof, which shall remain in full force and effect.

ARTICLE VI.
AMENDMENT

(a) The (i) Declarant and (ii) Owners (but expressly excluding their respective mortgagee's, if any) of at least ninety percent (90%) of the acreage in the Subdivision may amend this Declaration, by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas.


(b) Notwithstanding anything to the contrary, Declarant shall have the right at any time, at his sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

ARTICLE VII.
WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Tract only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant 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.

EXECUTED by said Declarant, this 17th day of OCTOBER, 2013.

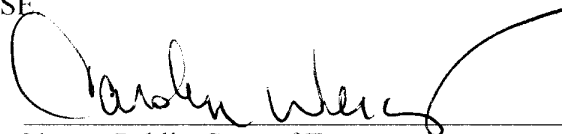
Declarant:


BRYAN KNEESE

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 17th day of October, 2013, by BRYAN KNEESE



Notary Public, State of Texas



EXHIBIT A

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

165.63 acre tract

Field notes and accompanying plat of a survey of 165.63 acres of land, more or less, made at the request of Clayton Hubbard. Said land is situated in Gillespie County, Texas, being part of the Richard Slack Survey No. 194, Abstract No. 610, and being part of that 184.8 acre tract of land described in a conveyance to Bryan E. Kneese by Harold B. Kneese, et ux, dated May 11, 2004, found of record in Volume 551, pages 800-804 of said Official Public Records of Gillespie County, Texas.

Said 165.63 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch rebar found set at a pine fence corner post, for the S.W. corner of that 153.8 acre tract of land described in a conveyance by Partition Deed to Rodney Eckhardt found of record in Volume 268, pages 851-861 of the Real Property Records of Gillespie County, Texas, for the occupational S.E. corner of said Survey No. 194, for the S.E. corner of said 184.8 acre Kneese tract, for the S.E. corner of this tract of land;

THENCE with the South line of said 184.8 acre tract, generally along a fence, as follows:

N. 88 deg. 25 min. 45 sec. W. 464.7 feet to a ½ inch rebar set (all ½ inch rebars set are capped: BONN 4447);

S. 89 deg. 46 min. 40 sec. W. 157.11 feet to 24 inch Post Oak tree;

S. 88 deg. 16 min. 45 sec. W. 843.4 feet to cedar post;

S. 88 deg. 48 min. 35 sec. W. 1580.24 feet to cedar corner post, for the S.E. corner of that 116.8 acre tract of land described in a conveyance to Debra Herbort, Custodian for Nathaniel Herbort, found of record in Volume 580, pages 101-106 of said Official Public Records, for the S.W. corner of said 184.8 acre tract, for the S.W. corner of this tract of land;

THENCE with the East lines of said 116.8 acre tract and a West line of said 184.8 acre tract, generally along a fence, as follows:

N. 12 deg. 36 min. 55 sec. E. 267.34 feet to a t-post;

N. 16 deg. 19 min. 10 sec. E. 192.7 feet to t-post;

N. 7 deg. 08 min. 25 sec. E. 300.48 feet to a ½ inch rebar set;

N. 12 deg. 02 min. 30 sec. E. 341.81 feet to North pine gate post;

N. 10 deg. 13 min. 50 sec. E. 406.01 feet to pipe corner post;

N. 8 deg. 59 min. 50 sec. E. 191.7 feet to a pipe corner post, for the N.E. corner of said 116.8 acre tract, for the South corner of that 99.8 acre tract of land described in a conveyance to Bryan Kneese, Custodian for Peyton Nicole Kneese, found of record in Volume 580, pages 89-94 of said Official Public Records, for a northwesterly corner of said 184.8 acre tract, for a northwesterly corner of this tract of land;

THENCE with the easterly lines of said 99.8 acre tract and westerly lines of said 184.8 acre tract, generally along a fence, as follows:

N. 37 deg. 15 min. 30 sec. E. 38.11 feet to a pine corner post;

N. 74 deg. 38 min. 15 sec. E. 424.22 feet to a 30 inch Post Oak tree;

N. 75 deg. 02 min. 55 sec. E. 517.96 feet to a cedar gate post;

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EXHIBIT "A"

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165.63 acre tract

N. 23 deg. 01 min. 40 sec. E. 366.06 feet to a 20 inch Post Oak tree;
 N. 20 deg. 01 min. 55 sec. E. 149.08 feet to an 18 inch Post Oak tree;
 N. 4 deg. 53 min. 40 sec. E. 438.17 feet to a 14 inch Live Oak tree;
 N. 19 deg. 57 min. 30 sec. E. 314.82 feet to a pipe gate post, for the East corner of said 99.8 acre tract, for a reentrant corner of said 184.8 acre tract, for a westerly corner of this tract of land;

THENCE over and across said 184.8 acre tract, as follows:

N. 41 deg. 41 min. 55 sec. E. 475.94 feet to a ½ inch rebar set, for a reentrant corner of this tract of land;
 N. 54 deg. 11 min. W. 2220.25 feet to a ½ inch rebar set in the southeasterly line of that 68.6 acre tract of land described in a conveyance to Bryan E. Kneese, et ux, by Harold B. Kneese, et ux, found of record in Volume 293, pages 107-115 of said Real Property Records and being in a northwesterly line of said 184.8 acre tract, for the most northerly West corner of this tract of land;

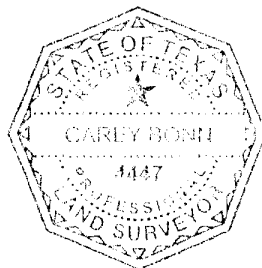
THENCE with the southeasterly line of said 68.6 acre tract and a northwesterly line of said 184.8 acre tract, N. 33 deg. 03 min. 25 sec. E., generally along a fence, 60.15 feet to a pipe corner post, for the West corner of that 35.5 acre tract of land described in a conveyance to Roddy M. Smith, et ux, by Harold B. Kneese, et ux, found of record in Volume 551, pages 793-799 of said Official Public Records, for the North corner of said 184.8 acre tract, for the North corner of this tract of land;

THENCE with the southerly lines of said 35.5 acre tract and northerly lines of said 184.8 acre tract, along the general course of a fence, as follows:

S. 54 deg. 11 min. 20 sec. E. 2772.67 feet to a pipe gate post;
 S. 10 deg. 10 min. 25 sec. W. 509.94 feet to a pipe corner post;
 S. 78 deg. 42 min. 35 sec. E. 747.72 feet to a ½ inch rebar found set (capped: NOS 1818) at a pine corner post, for the S.E. corner of said 35.5 acre tract, for a westerly corner of said 153.8 acre tract, for the E.N.E. corner of said 184.8 acre tract, for the E.N.E. corner of this tract of land;

THENCE with the West line of said 153.8 acre tract and an East line of said 184.8 acre tract, S. 0 deg. 12 min. E., along the general course of a fence, 2541.35 feet to the PLACE OF BEGINNING

Surveyed October 1, 2013



Carey Bonn
 Carey Bonn
 Reg. Prof. Land Surveyor No. 4447
 Bonn Surveying 830-997-3884

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas

October 18, 2013 01:52:02 PM

FEE: \$39.00
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