

NEW COVENANTS, CONDITIONS AND RESTRICTIONS  
PRETAINING TO LOS ENCINOS RANCH SUBDIVISION

STATE OF TEXAS        }  
                                 }  
COUNTY OF BLANCO    }

WHEREAS, on December 21, 1993, SANFORD L. GOTTESMAN as "Declarant" and as Owner in fee simple of certain real property located in Blanco County, Texas, and known by official plat designation as LOS ENCINOS RANCH, a subdivision ( the "Subdivision" ) in Blanco County, Texas, pursuant to a plat recorded at Volume 1, Pages 191-192, of Plat Records of Blanco County, Texas, executed the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LOS ENCINOS RANCH, and filed same for record on January 7, 1994, and said DECLARATION is recorded in Volume 147, pages 305-308, of the Official Records of Blanco County, Texas; and

WHEREAS, since the date of said above referenced DECLARATION all of the lots of said Subdivision have been sold, and all the various owners of said lots have settled their lots and made use of their respective lots for their own various desires and specifications, and that the original developer, SANFOED L. GOTTESMAN, no longer owns any of the lots therein; and

WHEREAS, on December 9, 2005, that WE the owners of at least two-thirds of the Subdivision lots, being at least fourteen (14) of the twenty (20) lots located therein, and as stipulated in the above referenced DECLARATION, do hereby EXECUTE, MAKE, PUBLISH, AGREE AND ACKNOWLEDGE IN WRITING that WE, as now owners of at least two-thirds of the said Subdivision lots, desire to and do TERMINATE the above referenced DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LOS ENCINOS RANCH, recorded in Volume 147, Pages 305-308, of the Official Public Records of Blanco County, Texas, and DECLARE same to be of no further force and effect as to the LOS ENCINOS RANCH, a Subdivision ( the "Subdivision" ) in Blanco County, Texas, recorded at Volume 1, pages 191-192, of the Plat Records of Blanco County, Texas, and further agrees that any existing violations of the above referenced DECLARATIONS are hereby expressly accepted by us as they now exist on the ground and on each and every lot of said Subdivision, and as said TERMINATION of the above referenced DECLARATION as recorded at Volume 0332, Pages 008-014, of the Official Public Records of Blanco County, Texas;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned owners of the said Subdivision lots, as noted by lot number, signature and date, do hereby EXECUTE, MAKE, PUBLISH, AGREE AND ACKNOWLEDGE IN WRITING that WE, as the now owners of the undersigned noted Subdivision lots, desire to and do REESTABLISH the below referenced NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LOS ENCINOS RANCH, and DECLARE same to be in full force and effect as to the undersigned said Subdivision lot owners of the LOS ENCINOS RANCH, a subdivision ( the "Subdivision" ) in Blanco County, Texas, recorded at Volume 1, Pages 191-192, of the Plat Records of Blanco County, Texas, and further agree that any subdivision lot owner not signature to the NEW DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS LOS ENCINOS RANCH, will not be afforded the protection and rights of same, under this agreement;

Filed this 4 day of May 2006  
10:48 A.M.

Page 1 of 11

KAREN NEWMAN  
County Clerk Blanco County, Texas  
By [Signature] Deputy

VOL 0341 PAGE 403

**NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LOS ENCINOS RANCH**

**I. RECITALS AND DECLARATIONS**

- A. The owners of certain real property located in Blanco County, Texas, and known by official plat designation as LOS ENCINOS RANCH, a subdivision ( the "Subdivision" ) in Blanco County, Texas, pursuant to a plat recorded at Volume 1, Pages 191-192, of the Plat Records of Blanco County, Texas and are collectively the twenty lot owners making up the Subdivision.
- B. For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting the Subdivision, the undersigned LOS ENCINOS RANCH lot owners declare that all the lots owned by the undersigned in any part of the Subdivision will be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which will be binding on all parties having any right, title or interest in the lots or any part of the Subdivision, owned by the undersigned, their heirs, successors, and assigns, and will inure to the benefit of each owner of such lot, title or interest.

**II. USE RESTRICTIONS**

- A. Each lot will be used for one residence for a single family and for no other purpose. No lot may be re-subdivided into tracts smaller than 10 acres. Any re-subdivision of any lot must be at the owner's expense and must be in accordance with all subdivision requirements of appropriate regulatory authorities. Small home based business' are permitted.
- B. No temporary structure, temporary outbuilding, tent or free standing basement erected on any lot shall at any time be used as a temporary or permanent residence.
- C. No old houses or houses constructed elsewhere shall be placed, moved on, or permitted to remain on any lot. All construction of all improvements must be of new material.
- D. Mobile homes or manufactured housing shall be permitted provided that:
- a. Any mobile home or other manufactured housing must be new, have a minimum width of twelve (12 ) feet, a minimum length of fifty (50) feet and contain not less than 600 square feet of floor space.
  - b. Any mobile home or manufactured housing must be secured by cinder blocks or concrete piers at a minimum of eight (8) points on the frame of the home; and must be completely underpinned within sixty (60) days from placement with skirting of wood, brick or rock which is complimentary to the mobile home.
- E. All buildings or structures shall be set back at least 100 feet from all boundary lines.
- F. No residence shall be constructed using iron, tin, or other metals for exterior of the residence, except that metal roofs will be permitted on any building.

- G. No junk cars, abandoned cars, or inoperable cars shall be kept on any lot. No lot shall be used for dumping trash or garbage. All trash or other waste material shall be kept in sanitary containers located in appropriate areas concealed from public view and shall be regularly removed from each lot by an appropriate trash hauling company.
- H. No outside toilet facilities shall be constructed or maintained on any lot. All septic systems must be approved by appropriate regulatory authority and shall be maintained at all times in accordance with all applicable laws and regulations. Each lot owner shall be responsible for the cost, expense and maintenance of his septic system and water well as regulatory authorities may require.
- I. Each lot owner may fence his lot at his own expense so long as the fence or fences are built and constructed in accordance with prudent ranching practices in Central Texas. Lot owners may, if he wishes, construct fences totally out of wood, lumber, split rails or rock.
- J. No commercial feed lots are permitted. Owners may keep domestic or exotic animals or birds (fowls) in pens or stalls so long as the operation is not a health hazard and the grounds are kept in a neat and sanitary condition. No swine or hogs will be allowed on any lot. Lot owners are permitted to run stock on any lot as is customary in Central Texas.
- K. Any over-stocking outside of corrals that results in the denuding of all or substantially all of the ground cover or the removal of bark from trees is prohibited.
- L. Any brush or timber that is bulldozed or cleared from any lot must be promptly removed shredded, or burned in accordance with all applicable laws and regulations.
- M. Discharge of firearms in the subdivision for hunting or other recreational purposes is prohibited; however, firearms may be used to protect livestock and pets from predators.
- N. As a Special Variance, Cody & Renee Haynes, lot Number 2, shall have the right to erect a church ( Cowboy Church ) and hold religious services. They will be allowed a suitable structure and sign for this purpose, beyond their normal home. This Special Variance will be cancelled or voided, upon the sale or foreclosure of this lot, or transfer of title to a third party.

### III. OBLIGATION TO REPAIR AND REBUILD

Each owner will, at his sole cost and expense, repair his residence, keeping it in a condition comparable to its condition at the time of its initial construction, excepting only for normal wear and tear. If a residence is damaged or destroyed by fire or other casualty, it will be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction will be undertaken within three months after the damage occurs, and will be completed within nine months after the damage occurs, unless prevented by causes beyond the control of the owner.

#### IV. ENFORCEMENT

All lot owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, liens and charges imposed by this declaration. Failure by any owner to enforce any covenant or restriction will in no event be deemed a waiver of the right to do so subsequently.

#### V. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which will remain in full force and effect.

#### VI. AMENDMENTS

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by at least (3/4) three quarters of all the undersigned lot owners. At least 30 days prior to recording the proposed Amendment, all the undersigned lot owners must be legally notified by written Certified Mail, outlining the proposed Amendment and soliciting comments. (Each lot is entitled to only one vote in the event of multiple owners of any lot).

#### VII. SUBORDINATION

No breach of any of the covenants contained in this declaration will defeat or render invalid the lien of any deed of trust made in good faith and for value as to any lot; but such conditions will be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

#### VII. DURATION

The covenants and restrictions of this declaration will run with and bind the land of the undersigned and will inure to the benefit of and be enforceable by any undersigned lot owner for a period of ten years from the date of this declaration, and therefore will continue automatically in effect for additional periods of ten years, unless otherwise agreed to in writing by the then owners of the lots of the undersigned owners, of the subdivision lots.

EXECUTED AND NOTARIZED ON DATE NOTED : AD 2006

LOT 1  
THE STATE OF TEXAS        }  
                                     }  
COUNTY OF BLANCO        }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2006, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

LOT 2  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2006, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

LOT 3  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the 24<sup>th</sup> day of April,  
2006, by [Signature].



[Signature]  
Notary Public, State of Texas

LOT 4  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the 24 day of APRIL,  
2006, by Jane Lee Cothran.



[Signature]  
Notary Public, State of Texas

Page 5 of 11

VOL 0341 PAGE 407

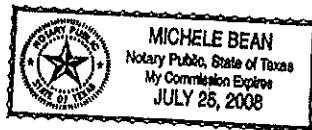
LOT 5  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2006, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

LOT 6  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the 26 day of April  
2006, by Wesley Courtney



Michele Bean  
Notary Public, State of Texas

LOT 7  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the 26 day of April  
2006, by Wesley Courtney



Michele Bean  
Notary Public, State of Texas

Page 6 of 11

LOT 8  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the 24 day of April,  
2006, by Michele Bean



Michele Bean  
Notary Public, State of Texas

LOT 10  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

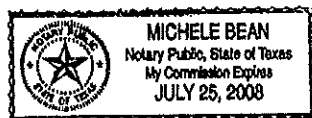
This instrument was acknowledged before me on the 3 day of April,  
2006, by William L. Hudson Doris Hudson



Michele Bean  
Notary Public, State of Texas

LOT 12  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

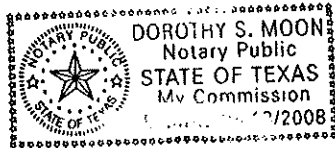
This instrument was acknowledged before me on the 3 day of April,  
2006, by W.E. Hudson Jessie L. Hudson



Michele Bean  
Notary Public, State of Texas

LOT 9  
THE STATE OF TEXAS  
COUNTY OF BLANCO

This instrument was acknowledged before me on the 12 day of April, 2006, by James P. Spellman

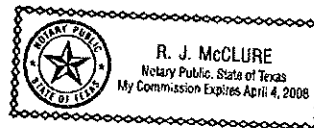


Dorothy S. Moon  
Notary Public, State of Texas

LOT 11  
THE STATE OF TEXAS  
COUNTY OF BLANCO

This instrument was acknowledged before me on the 30 day of March, 2006, by Thomas P. Boudier, III Kevin G. Boudier, III

[Signature]  
Notary Public, State of Texas





LOT 13  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the 24 day of April  
2006, by James A. Woodard Melina Woodard



Michele Bean  
Notary Public, State of Texas

LOT 14  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_  
2006, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

LOT 15  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_  
2006, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

LOT 16  
THE STATE OF TEXAS /     }  
   }  
COUNTY OF BLANCO           }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2006, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

LOT 17  
THE STATE OF TEXAS       }  
                                     }  
COUNTY OF BLANCO       }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2006, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

LOT 18  
THE STATE OF TEXAS       }  
                                     }  
COUNTY OF BLANCO       }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2006, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

LOT 19  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

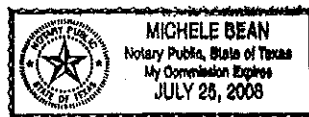
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2006, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

LOT 20  
THE STATE OF TEXAS }  
COUNTY OF BLANCO }

This instrument was acknowledged before me on the 3 day of May  
2006, by Jesse Allen Carolyn Allen

Michele Bean  
Notary Public, State of Texas



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

Page 11 of 11

MAY 10 2006



Karen Neuman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

VOL 0341 PAGE 413