

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

Filed this ^{4th} 25 day of Dec 20 22
10:45 AM

DOROTHY UECKER
County Clerk, Blanco County, Texas
By [Signature] Deputy

STATE OF TEXAS

COUNTY OF BLANCO

This Declaration of Covenants, Conditions and Restrictions is executed by Oread Properties, Ltd., a Texas limited partnership, herein referred to as "Declarant."

RECITALS:

WHEREAS, Declarant is the owner of that certain 398.924 acre tract of land, more or less, located in Blanco County, Texas (the "Property") described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant has previously recorded a subdivision plat for the Property creating nine separate tracts (individually, a "Tract"); and

WHEREAS, Declarant desires to create and carry out a uniform plan for the development and sale of the Property for the benefit of the present and future owners of the Property, and to convey the Property subject to certain protective covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, including their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

**ARTICLE I
GENERAL RESTRICTIONS**

All of the Property and any right, title or interest therein shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 Subdivision. No Tract shall ever be further divided or subdivided. Notwithstanding the foregoing, the owner of a Tract may sell a portion of his or her Tract to an adjacent owner of a

Tract provided (i) each such Tract remains at least twenty-five (25) acres in size following such sale, and (ii) such sale qualifies as a "boundary line transaction" which is excluded or exempt from the Blanco County Subdivision Regulations.

1.2 Construction in Place. All dwellings placed on the Property shall be built in place on the Tract. The use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of Declarant.

1.3 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes or manufactured housing shall be placed on any Tract at any time. No travel trailers or recreational vehicles shall be parked on any Tract so as to be visible from an adjoining Tract, from F.M. 1320 or from Grape Creek Road for any period in excess of forty-eight (48) hours; provided, however, that travel trailers or recreational vehicles which adhere to the minimum setback requirements below and that are adequately screened from view shall be permitted at any time. Notwithstanding any contrary provisions, stock trailers or horse trailers will be permitted.

1.4 Temporary Structures. No tent, shack, or other temporary building shall be placed on the Property without Declarant's prior written approval, except for temporary structures needed to store tools and equipment during actual construction.

1.5 Unfinished Structures. No Structure shall remain unfinished for more than fifteen (15) months after construction has begun.

1.6 Minimum Set Back. No water well, septic tank, septic system drainage field, barn, house, dwelling, pen, deer blind, or other structure of any kind (collectively, "Structure") may be placed or erected on any Tract within (i) one hundred (100) feet of the boundary line with another Tract, or (ii) one hundred and fifty (150) feet of either F.M. 1320 or Grape Creek Road. Additionally, no Structure may be placed or erected on Tract 1 within two hundred (200) feet from the boundary with Tract 2. Boundary line fences, cross fences, gates and structures relating to gate entrances shall be excluded from the definition of Structure as used herein. Structures that existed on the Property prior to the filing and recordation of this Declaration shall be grandfathered and exempted from these requirements.

1.7 No Structure Zone. No Structure shall be placed or erected anywhere within the Common View Zone. As used herein, the "Common View Zone" shall be defined as all Property located on Tracts 2, 3 and 4 west of Grape Creek (southwest in the Case of Tract 2 and northwest in the case of Tract 4) and extending therefrom to the western-most property line encompassed within the W.N. Nichols Survey No. 508.

1.8 Commercial Activity. No commercial activity to which the general public is invited shall be conducted on any of the Property. Notwithstanding any contrary provisions, horse training and private horse field days will be permitted.

1.9 Rubbish, Trash and Debris. No rubbish, trash or debris of any kind shall be placed or allowed to accumulate upon the Property and all garbage and other waste shall be kept in sanitary containers. No odors shall be permitted to arise therefrom so as to render any portion of

the Property unsanitary, offensive, or detrimental to any other portion of the Property or to its occupants.

1.10 Swine and Ratites. No swine or ratites (ostriches, emus and the like) may be kept, stored, or raised upon any Tract or any portion of the Property.

1.11 Individual Sewage Disposal Systems. No individual sewage disposal system shall be permitted unless the system is designed, located, constructed and maintained in accordance with all federal, state, and local laws, including any promulgated by Blanco County. Individual sewage disposal systems must additionally comply with the minimum setback requirements outlined above.

1.12 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof.

1.13 Unightly Articles; Vehicles. Trailers, graders, trucks other than pickups, stock trailers, boats, tractors, wagons, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall at all times, except when in actual use, be screened from view from public or common roads or adjacent Tracts. No repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in areas so screened from view. No metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except when appropriately screened from view.

1.14 Location of Driveway or Entrance. The owner(s) of Tract 2 and Tract 7 shall not construct or maintain a driveway, entry gate or pasture road that in any way connects to or accesses Grape Creek Road at any point on such road that lies below contour elevation 1340 as shown on the Plat.

ARTICLE II MISCELLANEOUS

2.1 Term. This Declaration shall run until December 31, 2031, unless amended as herein provided. After December 31, 2031, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.

2.2 Termination. This Declaration may be terminated by a written instrument executed by seventy-five percent (75%) of the owners of the Property, determined on the basis of acreage.

2.3 Amendment. This Declaration may be amended by an affirmative vote of sixty percent (60%) of the owners of the Property, determined on the basis of acreage; provided, however, that so long as Declarant owns any of the Property, Declarant may amend this Declaration at any time to correct typographical and grammatical errors. Any such amendment shall be effective upon recordation in the Blanco County Property records of an instrument executed and acknowledged by Declarant and/or the requisite percentage of owners, and setting forth the amendment.

2.4 **Enforcement.** Each owner of a portion of the Property, at such owner's expense, shall have the right to enforce any and all provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any such provision at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision.

2.5 **Severability.** The provisions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision or portion hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of January 25, 2002.

OREAD PROPERTIES, LTD., a Texas limited partnership

By: Oread Enterprises, Inc., a Texas corporation,
General Partner

By: Jack D. Howard, Jr.
Jack D. Howard, Jr., President

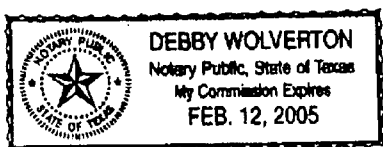
Address for Declarant:

907 W. 5th Street, Suite 202
Austin, Texas 78703

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on January 25th, 2002, by Jack D. Howard, Jr., President of Oread Enterprises, Inc., a Texas corporation, General Partner of Oread Properties, Ltd., on behalf of said limited partnership and corporation.



Debby Wolverton
Notary Public, State of Texas

Tracts 1 though 9 of Grape Creek Ranch, a subdivision in Blanco County, Texas, according to the map or plat thereof recorded in Book 2, Page 17 of the Blanco County Plat Records.

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 hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JAN 31 2002



Dorothy Hecker
COUNTY CLERK
BLANCO COUNTY, TEXAS