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20203718

MARVIN G. PIPKIN and wife, DRU C. PIPKIN

TO

THE PUBLIC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT, WHEREAS, MARVIN G. PIPKIN and wife, DRU C. PIPKIN, herein called "Owner", is the record owner of all that tract or parcel of land BEING 146.605 acres of land, more or less, situated in Gillespie County, Texas, part of the H. & G.N. R.R. Co. Survey No. 857, Abstract No. 319; said 146.605 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof. ("Property"); and

WHEREAS, MARVIN G. PIPKIN and wife, DRU C. PIPKIN will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the above-referenced Property 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 land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said deed.

**Section 1. Building and Subdividing Restrictions**

- (1) The Property shall not be subdivided or sold into any "Tract" less than 40.00 acres.
- (2) No structure of a temporary character, recreational vehicle, travel trailer, bus, camper, tent, shack, garage, other outbuilding, mobile, modular, pre-manufactured and/or industrial built home/building shall be used on the Property at any time as a dwelling (permanent or temporary) except as a temporary construction office during active construction of a building.

**Section 2. Use Restrictions**

- (1) No industrial pursuit or enterprise shall be permitted to be conducted on the Property. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture.
- (2) Except as set forth below, the Property shall be used for single-family residential purposes only. Notwithstanding the above and as exceptions thereto, a Guest house, B & B (Bed and Breakfast), or VRBO (Vacation Rental by Owner) may be operated on the Property. For purposes of these

restrictions, the term "B & B" shall mean a lodging service within rooms of the principal dwelling or in a separately constructed Guest house.

- (3) The Property shall not be used for any commercial purpose, except permanent agricultural crops including, but not limited to, vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures). The processing of agricultural goods into commercial products (for example, bales of hay or a winery) is permitted.
- (4) The Property shall not be used as a dumping ground for rubbish. All owners shall keep said Property clean and neat in appearance and free of litter at all times. Disposal of any kind that would adversely affect the natural beauty and value of any adjacent Property shall not be allowed. Garbage or refuse shall not be buried on the Property.
- (5) No wind turbine, cellular tower or other type of commercial tower shall be erected or placed upon the Property.
- (6) No commercial shooting range shall be set up on the Property.
- (7) Mining (including, but not limited to stone, gravel, sand, or caliche), or exploration of any type which will damage the surface is prohibited. Road material, including gravel or caliche, used to construct roads on the Property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition.
- (8) Water resources located on or under the Property (surface or ground water) shall not be used for commercial development or off-site commercial sale or use. Water wells for domestic use and Agricultural Purposes consistent with these Declaration of Covenants, Conditions and Restrictions may be drilled on the Property.

These restrictions shall run with and bind the herein described Property and shall be effective until December 31, 2040, and shall be enforceable by the Sellers herein, their heirs, successors and assigns.

EXECUTED this 8 day of July, 2020.

[SIGNATURES TO APPEAR ON NEXT PAGE]

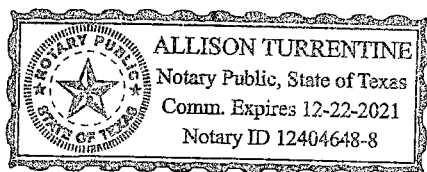
Marvin Pipkin  
MARVIN G. PIPKIN

Dr. C. Pipkin  
DRU C. PIPKIN

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 8 day of July, 2020, by MARVIN G. PIPKIN.

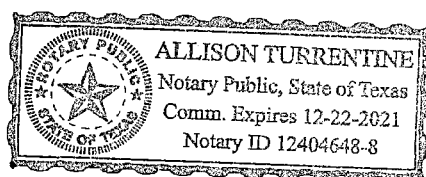


Allison Turrentine  
Notary Public in and for the  
State of Texas

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 8 day of July, 2020, by DRU C. PIPKIN.



Allison Turrentine  
Notary Public in and for the  
State of Texas