

DISCLAIMER: These restrictions are for instructional use only; user should verify that these restrictions are the latest version.

STATE OF TEXAS X
COUNTY OF BLANCO X

DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS
PEDERNALES HILLS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, ROBERT E. PEERMAN, Trustee, hereinafter called the Declarant, is the owner of all of that certain real property located in Blanco County, Texas, described as follows:

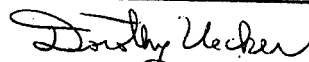
Being a 380.51 acre tract of land out of the Peter Jackson Survey No. 177, abstract No. 323, situated in Blanco County, Texas, and being all of that certain tract of land described in a deed conveyed to Robert E. Peerman, Trustee by Robert Q. Keith and John Ben Wenmohs, Trustee on 14 May, 1984, and recorded in Volume 113, Page 74 of the deed records of Blanco County, Texas.

Now, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD, and CONVEYED subject to the following easements, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, or any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The real property described hereinabove shall hereafter be referred to and known as PEDERNALES HILLS, which shall hereafter be subject to the following:

A. LAND USE

(1) All tracts of land out of Pedernales Hills are restricted to use for residential purposes only. No commercial or business use or activity shall be permitted, whether for profit or not. No signs shall be placed on any part of the property indicating a commercial or non-residential use thereof.

CERTIFIED COPY PAGE 1 of 19
ATTEST: 12-10 1997

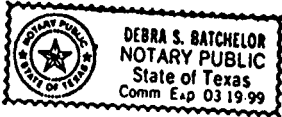

DOROTHY WECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS
COUNTY OF BLANCO

Before me, Debra S. Batchelor, a notary public, on this day personally appeared James Hewitt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of Oct, 1995.

Debra S. Batchelor
Debra S. Batchelor
My commission expires: 3-19-99



FILED FOR RECORD OCTOBER 16th, 1995 at 10:05 A.M.
DOROTHY UECKER, CLERK, BLANCO COUNTY, TEXAS
RECORDED OCTOBER 18th, 1995 at 3:57 P. M.

CHIEF CLERK PAGE 19 of 19
FR 12-10 10 97

900

Dorothy Uecker
DOROTHY UECKER, CLERK BY ELECTRONIC
BLANCO COUNTY, TEXAS
BY _____

951936

AMENDMENT OF RESTRICTIONS

FOR

PEDERNALES HILLS

STATE OF TEXAS
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, ROBERT E. PEERMAN, Developer and former Trustee has heretofore filed restrictions for Pedernales Hills, a subdivision in Blanco County, Texas, covering a 380.51 acre tract of land out of the Peter Jackson Survey No. 177, Abstract No. 323, Blanco County, Texas, which restrictions are recorded in Volume 118, Page 425, Blanco County Deed Records; and

WHEREAS pursuant to paragraph (2) SECTION F, MISCELLANEOUS, now comes the BOARD OF DIRECTORS of the duly formed PROPERTY OWNERS ASSOCIATION who retain the right to execute amendments to said restrictive covenants in order to further the plan for development of such property as a rural neighborhood; and

WHEREAS, the BOARD OF DIRECTORS, Trustees acting upon the wishes of the majority of the property owners has determined that the original intent for the development of PEDERNALES HILLS called for construction of homes or cabins either for full time residency or for weekend or vacation enjoyment and of normal construction methods for such structures and of architectural design to compliment the surroundings.

NOW, THEREFORE, the BOARD OF DIRECTORS, Trustees, pursuant to the authority conferred upon them as Declarants in the above described Restrictions, do hereby adopt the following to be made a part of and as an amendment to said Restrictions for Pedernales Hills in order to further the plan for such development of such property.

1. Section (D), Sub Section (3) Dwellings - The term dwelling shall mean an approved home or cabin built on the property of construction materials normally used for such structures. The use of travel trailers, mobile homes, recreational vehicles or tents as either permanent or part time residency is prohibited.

The Restrictions for Pedernales Hills in all other respects shall remain in full force and effect.

EXECUTED this 16th day of October, 1995.

James Hewett
James Hewett, President
BOARD OF DIRECTORS/TRUSTEES

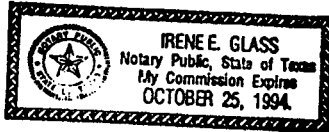
CE. FILED COPY PAGE 18 of 19
TEXAS 12-10 1997

Dorothy Lecker
DOROTHY LECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 17 day
of December, 1990, by ROBERT E. PEERMAN, Trustee



Irene E. Glass
Notary Public, State of Texas
IRENE E. GLASS
(Print or Stamp Name of Notary)
My commission expires: 10-25-94

FILED FOR RECORD FEBRUARY 22, 1991 at 10:52 A.M.
DOROTHY UECKER, CLERK, BLANCO COUNTY TEXAS
RECORDED FEBRUARY 25, 1991 at 9:21 A.M.

FILED FOR RECORD PAGE 17 OF 19
DATE 12-10 1997

Dorothy Uecker
DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY S

AMENDMENT OF RESTRICTIONS
FOR
PEDERNALES HILLS

STATE OF TEXAS
COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, ROBERT E. PEERMAN, Trustee has heretofore filed restrictions for Pedernales Hills, a subdivision in Blanco County, Texas, covering a 380.51 acre tract of land out of the Peter Jackson Survey No. 177, Abstract No. 323, Blanco County, Texas, which Restrictions are recorded in Volume 118, Page 425, Blanco County Deed Records; and

WHEREAS, pursuant to paragraph (2) SECTION F, MISCELLANEOUS, DECLARANT, ROBERT E. PEERMAN, Trustee, retained the right to execute amendments to said restrictive covenants in order to further the plan for the development; and

WHEREAS, ROBERT E. PEERMAN, Trustee has determined that due to the restricted size of the lots within Pedernales Hills it is unsafe and unsound to allow any type of hunting or use of firearms within the subdivision.

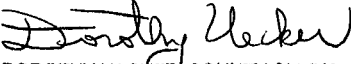
NOW, THEREFORE, ROBERT E. PEERMAN, Trustee, pursuant to the authority conferred upon him as Declarant in the above described Restrictions, does hereby adopt the following to be made a part of and as an amendment to said Restrictions for Pedernales Hills in order to further the plan for the development of such property.

1. No hunting of any kind shall be permitted, and no firearms of any kind shall be discharged on the property.

The Restrictions for Pedernales Hills in all other respects shall remain in full force and effect.

EXECUTED this 17 day of December, 1990.


ROBERT E. PEERMAN, Trustee

RECORDED COPY PAGE 16 of 19
BY 12-10 1997

DOROTHY HECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

FIELD NOTES
OF A 50 FOOT WIDE ACCESS EASEMENT
PAGE 2

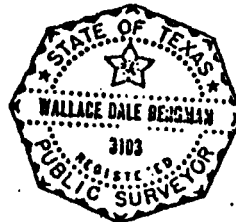
- 30) along a curve to the left of radius 465.62 ft., central angle 12° 15' 30" and long chord bearing N 23° 06' 00" E 99.43 ft.;
- 31) N 16° 58' 15" E 264.11 ft.;
- 32) along a curve to the right of radius 264.78 ft., central angle 31° 38' 30" and long chord bearing N 32° 47' 30" E 144.32 ft.;
- 33) N 48° 36' 45" E 79.61 ft.;
- 34) along a curve to the left of radius 564.18 ft., central angle 10° 07' 45" and long chord bearing N 43° 32' 45" E 99.61 ft.;
- 35) N 38° 29' 00" E 220.16 ft.;
- 36) along a curve to the left of radius 175.09 ft., central angle 19° 26' 45" and long chord bearing N 28° 45' 45" E 59.14 ft.;
- 37) N 19° 02' 15" E 78.06 ft.;
- 38) along a curve to the right of radius 193.56 ft., central angle 31° 43' 30" and long chord bearing N 34° 54' 00" E 105.81 ft.;
- 39) N 50° 45' 45" E 230.03 ft.;
- 40) along a curve to the left of radius 168.16 ft., central angle 48° 04' 30" and long chord bearing N 26° 43' 30" E 136.99 ft.;
- 41) N 2° 41' 15" E 157.04 ft.;
- 42) along a curve to the right of radius 1465.75 ft., central angle 5° 51' 30" and long chord bearing N 5° 37' 00" E 149.80 ft.;
- 43) N 8° 32' 45" E 186.71 ft.;
- 44) along a curve to the left of radius 392.12 ft., central angle 23° 03' 45" and long chord bearing N 2° 58' 15" W 156.77 ft.;
- 45) N 14° 31' 00" W 294.69 ft., a corner in said easement;
- 46) N 70° 12' 15" E 260.93 ft.;
- 47) along a curve to the right of radius 419.50 ft., central angle 16° 16' 45" and long chord bearing N 78° 20' 45" E 118.79 ft.;
- 48) N 86° 29' 00" E 184.07 ft.;
- 49) along a curve to the left of radius 182.21 ft., central angle 44° 44' 45" and long chord bearing N 64° 06' 45" E 138.71 ft., and
- 50) N 41° 44' 15" E 62.49 ft., to an iron spike, for a northerly Southeast corner of said 383.671 acre parcel and the Place of TERMINATION hereof.

The undersigned does hereby certify that the foregoing field notes represents the result of an on the ground survey made under my direction and supervision in April, 1984.

WITNESS MY HAND AND SEAL this the 25th day of April, 1984.

Wallace Dale Bergman
Wallace Dale Bergman
Reg. Public Surveyor
Reg. No. 3103

Dorothy Uecker
DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS



FILED FOR RECORD SEPTEMBER 20, 1985 at 10:50 A.M.
DOROTHY UECKER, CLERK, BLANCO COUNTY, TEXAS
RECORDED SEPTEMBER 20, 1985 at 11:27 A.M.

FIELD NOTES
 A 50 FOOT WIDE ACCESS EASEMENT
 IN BLANCO COUNTY, TEXAS

BEING a 50 foot wide Access Easement in the Peter Jackson Survey No. 177, Abstract No. 323 and crossing that certain 86.813 acre tract and a portion of that certain 1005.274 acre tract conveyed by the Board of Regents of the University of Texas System, Trustee, Barry K. Fawcett and Frank R. Jelinek to Robert Q. Keith, John L. Bell, Jr., James L. Weber and Daniel V. Flatten by Deed dated November 15, 1979, and recorded in Vol. 100 at Pages 302 et seq. of DEED RECORDS of Blanco County, Texas, said easement extending from R.M. Hwy. No. 2766 across the Pedernales River and along a portion of the easterly line of a 383.671 acre parcel out of said 1005.274 acre tract, the center line of said easement being more particularly described as follows:

BEGINNING at an iron spike in the northerly right-of-way line of R.M. Hwy. No. 2766 and in the center of an existing roadway, whence a concrete highway right-of-way monument at the Southwest corner of said 86.813 acre tract bears N 88° 04' 35" W 109.33 ft.;

THENCE with the center of said roadway in fifty (50) courses and distances as follows:

- 1) N 47° 36' 45" E 115.12 ft.;
- 2) N 58° 04' 00" E 124.54 ft.;
- 3) N 69° 03' 20" E 151.46 ft.;
- 4) N 77° 05' 45" E 143.30 ft.;
- 5) N 85° 24' 00" E 56.37 ft.;
- 6) along a curve to the right of radius 397.72 ft., central angle 19° 57' 50" and long chord bearing S 84° 37' 25" E 137.88 ft.;
- 7) S 74° 38' 10" E 87.79 ft.;
- 8) along a curve to the left of radius 268.28 ft., central angle 35° 09' 35" and long chord bearing N 87° 46' 45" E 162.06 ft.;
- 9) N 70° 12' 15" E 104.94 ft.;
- 10) N 79° 24' 45" E 583.74 ft.;
- 11) along a curve to the right of radius 286.47 ft., central angle 21° 44' 05" and long chord bearing S 89° 43' 10" E 108.02 ft.;
- 12) S 78° 51' 10" E 152.95 ft.;
- 13) along a curve to the left of radius 106.24 ft., central angle 83° 36' 15" and long chord bearing N 59° 20' 45" E 141.63 ft.;
- 14) N 17° 32' 35" E 300.64 ft.;
- 15) along a curve to the left of radius 276.6 ft., central angle 30° 20' 30" and long chord bearing N 2° 22' 00" E 144.77 ft.;
- 16) N 12° 47' 55" W 225.80 ft.;
- 17) N 0° 52' 35" W 81.11 ft.;
- 18) N 50° 35' 10" E 92.18 ft.;
- 19) N 80° 40' 45" E 115.40 ft.;
- 20) N 89° 52' 15" E 115.28 ft.;
- 21) along a curve to the left of radius 176.13 ft., central angle 51° 31' 30" and long chord bearing N 64° 22' 00" E 153.10 ft.;
- 22) N 38° 36' 15" E crossing the Pedernales River at 353.69 ft., the South corner of said 383.671 acre parcel and at 436.79 ft., in all an angle point;
- 23) along a curve to the right of radius 557.61 ft., central angle 15° 19' 15" and long chord bearing N 46° 15' 45" E 148.66 ft.;
- 24) N 53° 55' 30" E 439.56 ft.;
- 25) N 44° 03' 30" E 188.00 ft.;
- 26) N 27° 45' 00" E 149.16 ft.;
- 27) N 12° 41' 45" E 166.38 ft.;
- 28) along a curve to the right of radius 412.97 ft., central angle 16° 32' 00" and long chord bearing N 20° 57' 45" E 118.75 ft.;
- 29) N 29° 13' 45" E 91.70 ft.;

14 19
 12-10-1979
 Dorothy Becker
 COUNTY CLERK
 BLANCO COUNTY, TEXAS
 BY _____

STATE OF TEXAS)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared DANIEL V. FLATTEN, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledges to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 23rd day of April, 1984.

(Seal)
7-11-84
Commission expires

Phyllis B. Sockwell
Notary Public in and for the
State of Texas
Phyllis B. Sockwell
Printed Name of Notary

STATE OF TEXAS)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. WEBER, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledges to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 25th day of April, 1984.

(Seal)
7-11-84
Commission expires

Phyllis B. Sockwell
Notary Public in and for the
State of Texas
Phyllis B. Sockwell
Printed Name of Notary

FILED COPY PAGE 13 of 19
12-10 1997

Donna Weber
DONNA WEBER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

Robert Q. Keith
Robert Q. Keith

John L. Bell, Jr.
John L. Bell, Jr.

Daniel V. Flatten
Daniel V. Flatten

James L. Weber
James L. Weber

STATE OF TEXAS)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT Q. KEITH, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledges to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30 day of April, 1984.

Peggy Stewart
Notary Public in and for the State of Texas

(Seal)

9-14-87
Commission expires

Printed Name of Notary

STATE OF TEXAS)
COUNTY OF)

PEGGY STEWART
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 9-14-87

BEFORE ME, the undersigned authority, on this day personally appeared JOHN L. BELL, JR., known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledges to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 23rd day of April, 1984.

Phyllis B. Sockwell
Notary Public in and for the State of Texas

(Seal)

7-11-84
Commission expires

Phyllis B. Sockwell
Printed Name of Notary

CERTIFIED COPY PAGE 12 of 19
AUTHOR 12-10 1987

Dorothy Weber
DOROTHY WEBER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

the supervisor of road maintenance. All statements not paid within thirty (30) days shall bear interest at the then highest rate allowed by law. The owner failing to timely pay shall also be liable for all costs, expenses and attorney's fees necessary to effect collection of the outstanding charges.

Unpaid expenses, interest and costs incurred in road maintenance shall become a lien on the road of any defaulting owner;

(4) no hunting from vehicles may occur while said vehicles are located on the easement described;

(5) any owner whose exceptional or unusual use of the easement shall damage same shall be obligated to repair such damage and restore the easement to its immediate prior condition, without any limitation as to the cost to repair such damage;

(6) at his sole cost and expense, the owner of that portion of the surface of Exhibit "A" lying south of the Pedernales River over which the easement passes shall have the right to relocate said easement in whole or in part to other land owned by him on the following terms:

(a) upon notice to the remaining owners;

(b) without preventing ingress and egress during the construction of the relocation;

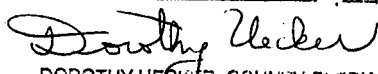
(c) by building a roadway equal in size, strength, surface smoothness, drainage and usability as the original road was at the time of relocation;

(d) by filing a centerline description of the relocated easement in the Deed Records of Blanco County;

(e) by being solely responsible for the cost to maintain said relocated easement during the first year after construction is completed, except for such damages covered in Paragraph 5 above.

EXECUTED this 23rd day of April, 1984.

CERTIFIED COPY PAGE 11 of 19
ATTEST: 12-10 1987


DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

EASEMENT

That we, JOHN L. BELL, JR., DANIEL V. FLATTEN, and JAMES L. WEBER, being the record owners of the lands described on Exhibit "A" hereto attached, in Blanco County, Texas, for the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable consideration hereby bargain, sell, grant, and convey to ROBERT Q. KEITH, also a recorded owner, his heirs, successors and assigns for the purpose of ingress and egress a private easement and right of way fifty (50) feet in width, the center-line description of which is attached hereto and incorporated herein by reference as Exhibit "B" hereto for all purposes.

This easement and obligations hereunder shall be an easement appurtenant to the land in Blanco County, Texas, described on Exhibit "A".

At the option of Grantors, the gate at the junction of the easement and Ranch Road 2766 shall be kept locked.

Unless changed by the mutual consent of all easement owners:

- (1) the term "easement" includes not only the roadway, but also the bridge crossing the Pedernales River;
- (2) no person may put a gate or other closure across any part of the easement;

(3) surface owners of the land described on Exhibit "A" as of January 1 of each year shall be liable per capita for cost to maintain the easement for the year. Such cost shall not exceed Five Hundred and No/100ths Dollars (\$500.00) per owner. In January of each year, the owners shall, by vote of a majority in interest of land area, designate one person to be "supervisor of road maintenance" for the year. Such supervisor shall determine the work necessary to be done, contract for materials and services, and pay for all such work. His decision for the year will be final.

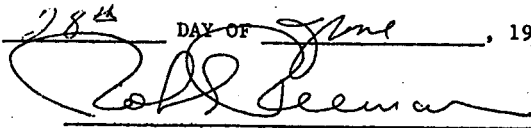
Each owner shall be liable for his pro rata share of the easement maintenance cost as above limited and shall pay same within thirty (30) days from receipt of a statement of costs from

CERTIFIED COPY PAGE 10 of 19
DATE 12-10 1997

Dorothy Uecker
DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

and filed for record in the Deed Records of Blanco County, Texas,
it is agreed that these restrictive covenants and use limitations shall
terminate as to said land.

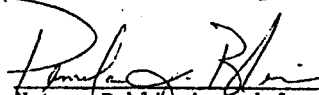
(5) It is expressly understood that the undersigned, its successors,
legal representatives or assigns, or any one or more of the owners of
parcels of said land, shall have the right to enforce the restrictive
covenants and use limitations herein provided for on such land by injunction,
either prohibitory or mandatory or both in order to prevent a breach thereof
or to enforce the observance thereof, which remedy however shall not be
exclusive and the undersigned, its successors, legal representatives and
assigns, or any other person or persons, owning parcels of said land,
injured by virtue of any breach of the restrictive covenants and use
limitations herein provided for on such land shall accordingly have their
remedy for the damages suffered by any breach, and in connection there-
with it is controllingly understood that in the event of a breach of these
restrictive covenants and use limitations by the owner of any parcel of
said land it will be conclusively presumed that the owners of other parcels
of said land have been injured thereby.

WITNESS OUR HANDS THIS 28th DAY OF June, 1985.

ROBERT E. PEERMAN, TRUSTEE

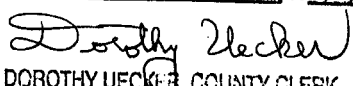
THE STATE OF TEXAS X
COUNTY OF HAYS X

BEFORE ME, the undersigned authority, on this day personally
appeared ROBERT E. PEERMAN, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of
June, 1985.


Notary Public in and for
Hays County, Texas

PAMELA J. BLAIR
(Printed or stamped name of notary)
My Commission Expires: 10/18/87

CERTIFIED COPY PAGE 9 of 19
TEST: 12-10 1997

DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

that any such amendments or variances would be in the furtherance of the plan for the development of such property. The undersigned shall also perform all of the other duties and obligations imposed upon them under the provisions hereof.

(3) The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise, of said land whether by decent, devise, purchase or otherwise, and any person by the acceptance of title to any parcel of said land, including any person procuring the right by contract to acquire title to any parcel of said land, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations thereon, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Blanco County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any parcel of land.

(4) The restrictive covenants and use limitations hereby published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land for a period of thirty (30) years from and after date hereof, and from and after such date shall automatically be extended for an additional term of thirty (30) years unless by a vote of three-fourths (3/4) of the record owners of such land calculated on an acreage basis, with each husband and wife being considered as one owner, taken prior to expiration of said thirty (30) years

CERTIFIED COPY PAGE 8 of 19
ATTEST 12-10 1997

Dorothy Uecker
DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

each of the foregoing named regulatory governmental entities shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body shall be deemed a certification by that other regulatory body for compliance purposes hereunder.

E. BUILDING SET BACK LINES

- (1) Building set back lines shall be a minimum of 200' from the front property line. Nothing shall be erected in front of this line except fencing.
- (2) No structure other than fencing shall be permitted closer than ten feet (10') from any side property line.

F. MISCELLANEOUS

(1) If through error or oversight or mistake an owner of a parcel of land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels of said land to change, alter or violate any of the restrictions and limitations herein contained.

(2) Declarant or the Board of Directors of the Property Owners' Association hereby retains the right, in the furtherance of the plan for the development of such property as a rural neighborhood, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property provided they, in the exercise of their best judgment and discretion, are of the opinion

CERTIFIED COPY PAGE 7 of 19

DATE 12-10 1997

Dorothy Uecker

DOROTHY UECCKER, COUNTY CLERK
BLANCO COUNTY, TEXAS

BY _____ DEPUTY

elevation. The Architectural Control Committee of One is composed of Robert E. Peerman, Sr. In the event of death or resignation of Robert E. Peerman, Sr., he or the executor of his estate shall have full authority to designate a successor. The Committee of One shall not be entitled to any compensation for services performed pursuant to this covenant. The Approval or disapproval of the Committee of One as required in these covenants shall be in writing. In the event the Committee of One, or its designated representatives fails to approve within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(2) Notwithstanding the foregoing, from and after the date the initial Board of Directors is elected by the Property Owner's Association, such Board shall thereafter constitute the Architectural Control Committee.

(3) All dwellings, including open porches, garages, carports and patios shall be judged on an individual basis as submitted, and must conform to modern housing standards. It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. It is also contemplated that dwellings be of traditional country mode and not modern looking facilities which would look out of place in rural surroundings. The entire exterior walls of all dwellings units or other buildings hereafter constructed must be completed within six (6) months after the commencement of work thereon or the placing of materials therefore on said property, whichever occurs the earliest, and in connection therewith it is understood that by the use of the word "completed", is also meant the finishing of all such exterior walls.

(4) No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; all septic tanks must conform to the regulations of and be certified by the State Health Department, Blanco County Health Department and the Lower Colorado River Authority. Inspection and certification by

CERTIFIED COPY PAGE 6 of 19
DATE 12-10 1997

Dorothy Uecker
DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS

(4) In addition to the foregoing, there is hereby created a utility easement twenty feet (20') wide immediately inside and adjacent to all roadway easements and ten feet (10') along all other boundary lines of parcels within said Pedernales Hills, expressly excluding a boundary line or portion thereof which runs along a creek, river or other waterway within said property unless it becomes necessary to cross said creek, river or waterway to provide service from one tract to an adjacent tract. This easement shall benefit all utility companies named herein.

(5) Such utility easements herein created shall expressly be granted for the benefit of Bell Telephone Company and the Pedernales Electric Cooperative, Inc., who not provide service to said property, as well as other companies hereafter providing such service. Said companies shall have free access to said easements for installation and maintenance of their lines or cables whether underground or overhead.

(6) Reservation is hereby made by Declarant to amend this instrument to change or grant additional easements required by utility companies to provide reasonable service to the property.

(7) There is an additional easement that exists for the roadway leading from RM 2766 to the Pedernales Hills Ranch. A copy of that easement is attached to these restrictive covenants. All agreements set forth in that instrument are hereby adopted as part of the: C. creation of Roadway and utility easements for this subdivision. This easement is strictly for ingress and egress to the Pedernales Hills Ranch only.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL

(1) Architectural Control: No structure, building or fence shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee of One as to quality of workmanship and materials, harmony of external design within existing structures, and as to location with respect to topography and finish grade

CERTIFIED COPY PAGE 5 of 19
DATE: 12-10-1997

Dorothy Leiker
DOROTHY LEIKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

(d) Serve as the Architectural Control Committee, as hereafter established, at such time as all of the property within the subdivision has been sold by Declarant.

(3) Notwithstanding the foregoing, the Association shall not begin its operation until such time as Declarant shall have sold all of the property covered hereby. At such time, Declarant will provide written notice thereof by regular United States mail to the last mailing address shown on the records of Declarant. Such notice will contain a place, date and time of a meeting of property owners for the purpose of electing the initial Board of Directors and such other business as may be brought before the meeting.

C. CREATION OF ROADWAY AND UTILITY EASEMENTS

(1) There is hereby created for the use and benefit of the owners of said property comprising Pedernales Hills, Declarant, and their respective heirs and assigns, expressly including Declarant and his assigns of any adjoining property hereafter owned and/or developed by Declarant, those certain roadway easements described on the recorded plat of Pedernales Hills.

(2) Such easements shall be exclusively for the benefit of the persons described above who are hereby granted the free and uninterrupted use, liberty and easement of passing in and along, over and across such easements. The foregoing easements are hereby further dedicated to the public, for public use forever.

(3) The roadway easements created by this section shall also be subject to use as utility easements for the benefit of all of the owners of Pedernales Hills and for all utility companies (expressly including but not limited to gas, water, electric, telephone and cable television companies) which may from time to time be asked to bring service lines or cables to any part of said property.

CERTIFIED COPY PAGE 4 of 19
ATTEST: 12-10 1997

Dorothy Uecker
DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

(2) No animals or fowl shall be permitted other than those types of animals or fowl normally found on suburban property and/or raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include, but are not necessarily limited to, horses, cows, sheep, goats and household pets. No swine shall be permitted, nor shall any cattle, fowl feeding or other feeding or commercial operations, expressly including commercial kennels, shall be permitted.

(3) No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles or machinery, or other unsightly storage of personal property be permitted.

(4) No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners.

(5) No hunting shall be permitted which in any manner involved property owned by other persons so as to cause a person to walk upon or discharge a shot or other projectile onto roadways or non-owned property.

(6) No tents shall be used on any of the property for residential purposes for a period or periods in excess of a total of thirty (30) days during any consecutive 365 day period.

(7) All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers.

(8) No structures used for storage purposes shall be erected or placed upon any parcel of land which will be visible from any roadway unless placed within the most rear one-fourth of the parcel, being such portion farthest away from any roadway. All such structures shall be neatly maintained.

(9) No discharge of any waste, chemical or other matter shall be permitted into any creek or river in PEDERNALES HILLS so as to be harmful to the creek or river or other persons using the creek or river.

(10) No quarrying, mining, excavating or removal of timber, exclusive of cedar, shall be permitted, except as necessary for the construction or placement of dwellings or other out-building structures on the property.

CERTIFIED COPY PAGE 2 of 19
 ATTEST: 12-10 1997

Dorothy Uecker

DOROTHY UECKER, COUNTY CLERK
 BLANCO COUNTY, TEXAS
 BY _____ DEPUTY

B. PROPERTY OWNERS' ASSOCIATION, ASSESSMENTS, AND RULES

(1) A "Property Owners' Association" is hereby created to be made up of the owners of property within Pedernales Hills (The Subdivision). A Governing Board of Directors of at least three (3) members shall be elected by owners within the subdivision. Owners shall have as many votes as they have acres of land. Election of Directors shall be made annually. The initial Board of Directors shall propose By-Laws for the Association governing its operation which shall require the approval of a majority of the votes of property owners. Thereafter amendment of such By-Laws shall require a three-fourths (3/4) vote of the property owners.

(2) Through the Board of Directors, the Property Owners' Association shall have authority to:

(a) Declare and collect an assessment for each tract of land within the subdivision on a per acre basis to provide funds for the maintenance of roadways and other business of the Association. Such assessment procedure shall be established by the By-Laws and, if included, may provide for the affixing of a lien against the property to enforce non-payment thereof, subject however, to the requirement that any such lien affixing procedure shall in no manner adversely affect or be collectible from any mortgagee holding a valid lien upon the property, and subject further to the requirement that no assessment lien affixed upon the property shall be effective until a written notice of Lien Claim be filed in the Deed Records of Blanco County, Texas. The By-Laws may provide for an enforcement procedure, including the filing of suit for foreclosure of such Assessment Lien and the assessment of attorneys' fees incurred to collect or enforce such delinquent assessments.

(b) Contract for and pay for the maintenance of roadway easements and other expenses incurred to enforce these restrictions.

(c) Promulgate rules and regulations governing the use of roadway easements, expressly including reasonable speed and weight limit requirements.

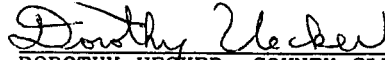
CERTIFIED COPY PAGE 3 of 19
ATTEST: 12-10 1997

Dorothy Uecker
DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS
BY _____ DEPUTY

THE STATE OF TEXAS X
COUNTY OF BLANCO X I, DOROTHY UECKER, Clerk of the County Court
of Blanco County, Texas, do hereby certify that the foregoing are true
and correct copies of the original RESTRICTIONS ~~Deeds~~ as the same
appear of record in my office in the Deed Records of Blanco County in
the Volume and upon the pages hereinafter set forth to wit:

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS PEDERNALES HILLS	VOL. 118 page 425- 439
AMENDMENT OF RESTRICTIONS FOR PEDERNALES HILLS	VOL. 136 page 125- 126
AMENDMENT OF RESTRICTIONS FOR <u>PEDERNALES HILLS</u>	VOL. 165 page 899- 900

GIVEN UNDER MY HAND and the seal of said Court, at office in
Johnson City, this 10th day of December 1997.



DOROTHY UECKER, COUNTY CLERK
BLANCO COUNTY, TEXAS

BY:

DEPUTY