



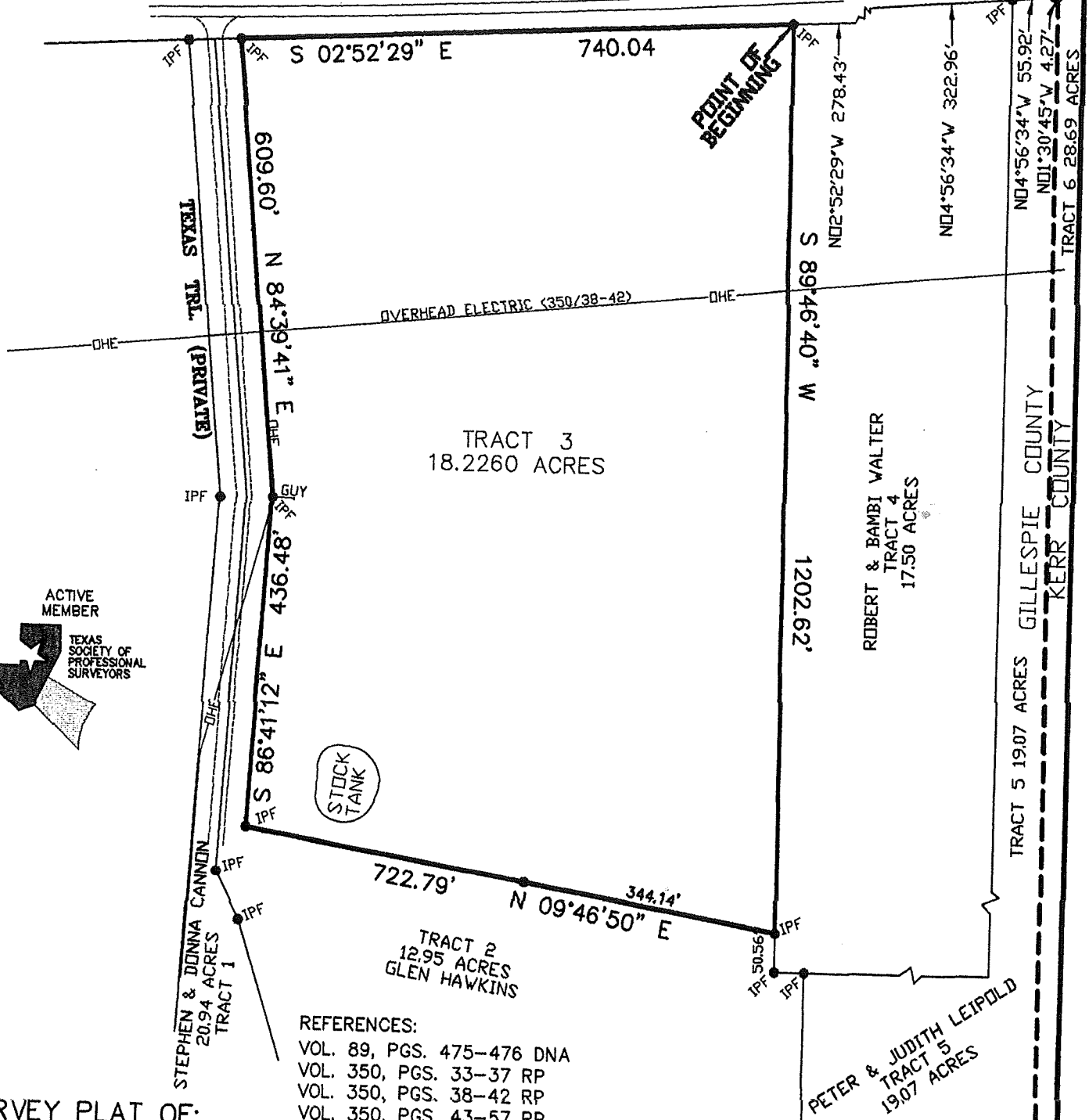
- Shed / Shack
- Horse Stall
- Barn
- House
- Gate
- Fence
- Boundary
- Stream, Intermittent
- River/Creek
- Water Body

SCALE: 1" = 200'

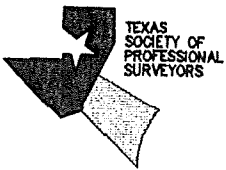
CENTER POINT ROAD (50' R.O.W., 14' ASPHALT)

COMMENCING POINT

POINT OF BEGINNING



ACTIVE MEMBER



TEXAS SOCIETY OF PROFESSIONAL SURVEYORS

- REFERENCES:
 VOL. 89, PGS. 475-476 DNA
 VOL. 350, PGS. 33-37 RP
 VOL. 350, PGS. 38-42 RP
 VOL. 350, PGS. 43-57 RP

SURVEY PLAT OF:

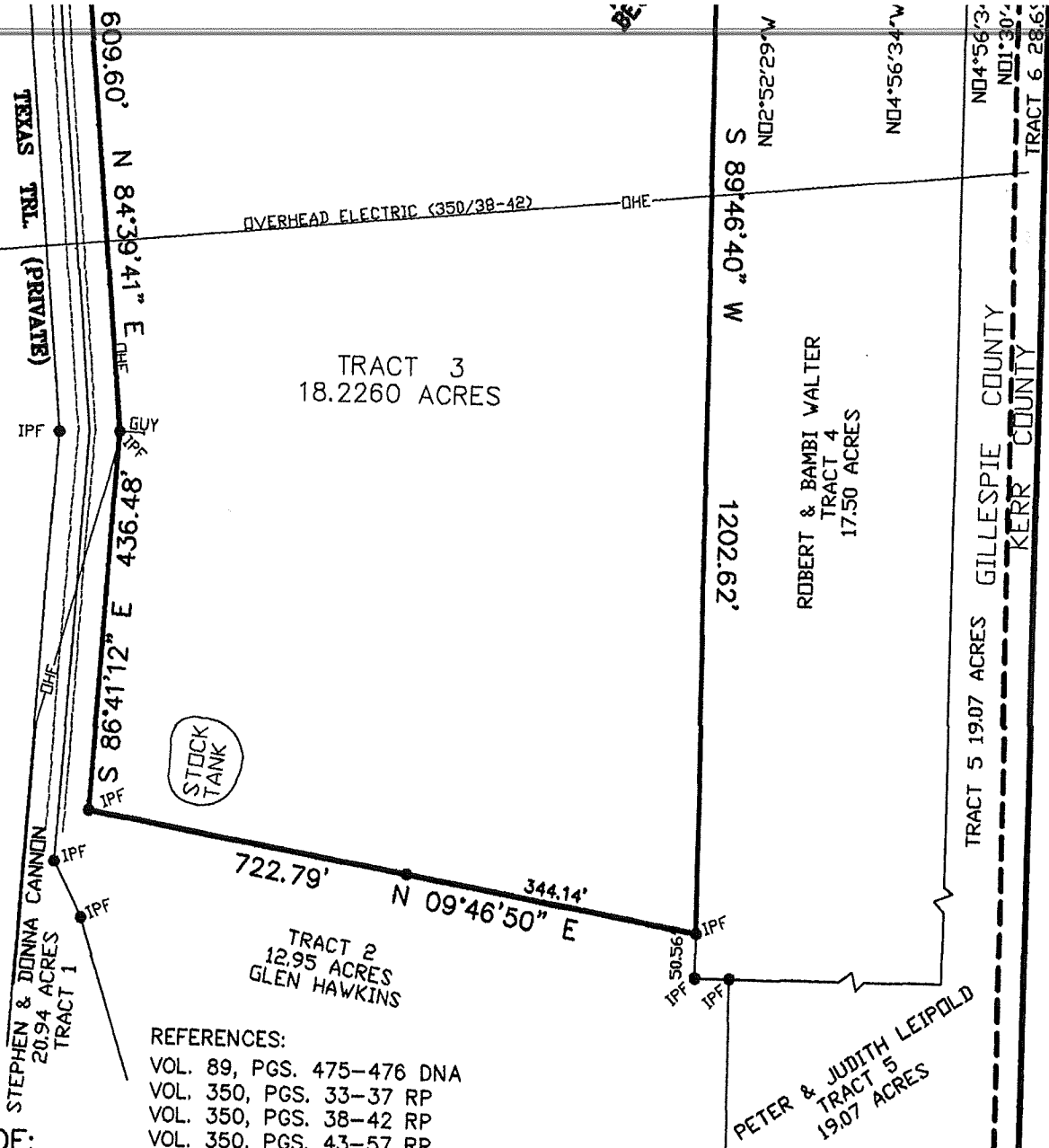
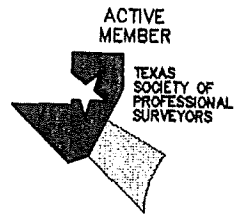
AN 18.2260 ACRE TRACT OF LAND SITUATED IN THE JAMES COCKS SURVEY NO. 102, ABSTRACT NO. 120, BEING A PORTION OF THAT 150.6 ACRE TRACT DESCRIBED BY DEED RECORDED IN VOLUME 341 AT PAGE 909 OF THE REAL PROPERTY RECORDS AND BEING TRACT 3 OF AN UNRECORDED SUBDIVISION OF SAID 150.6 ACRES CALLED "COUNTY LINE ACRES", A COPY OF SAME IS LOCATED IN THE TAX APPRAISERS OFFICE, GILLESPIE COUNTY TEXAS

FREDERICKSBURG TITLES, INC. GF# 20006297

OWNER: DON P. & ELIZABETH E. WEEKS

ADDRESS: CENTER POINT ROAD
GILLESPIE COUNTY, TEXAS

NOTES:



- REFERENCES:
- VOL. 89, PGS. 475-476 DNA
 - VOL. 350, PGS. 33-37 RP
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 - VOL. 350, PGS. 43-57 RP

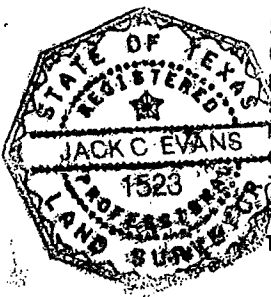
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FREDERICKSBURG TITLES, INC. GF# 20006297
 OWNER: DON P. & ELIZABETH E. WEEKS
 ADDRESS: CENTER POINT ROAD
 GILLESPIE COUNTY, TEXAS

NOTES:
 IPS=1/2" IRON PIN SET
 IPF=1/2" IRON PIN FOUND
 BEARING SOURCE: DEED RECORDS
 CONTROLLING LINE: CENTER POINT ROAD

NO PORTION OF SUBJECT PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY FLOOD INSURANCE RATE MAP NO. 480696 0010 B, FOR GILLESPIE COUNTY, TEXAS, DATED MAY 1, 1987, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

HALLENBERGER ENGINEERING, L.C.
 ENGINEERS
 PLANNERS
 SURVEYORS
 11322 SIR WINSTON
 SAN ANTONIO, TEXAS 78216
 (210) 349-6571
 FAX (210) 349-1549
 EMAIL: ronhe@texas.net



STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.
 THIS 29th DAY OF JUNE, 2000.
Jack C. Evans
 JACK C. EVANS, RPLS NO. 1523

JOB No.
546

WEEKS

ROBERT L. WALTER AND WIFE, TO
BAMBIE M. WALTER

THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT WHEREAS, ROBERT L. WALTER and wife, BAMBIE M. WALTER, herein called "Walters", are the record owners of 150.6 acres of land ("the Land"), located in Gillespie County, Texas and Kerr County, Texas, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Walters will convey the above described tracts 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 referred 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 land 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 contract or deed which may hereafter be executed in connection with said tracts 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 contract or deed.

I.

DEFINITIONS

1.01. "Owner" shall refer to the record owner whether one or more persons or entity, of the fee simple title to any portion of the above described land, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Tract" shall refer to any portion of the land as owned by any owner.

II.

RESTRICTIONS

1. All tracts shall be used solely for single family residential and agricultural purposes, such as the growing, harvesting or use of permanent agricultural crops to include vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures). Swine shall not be kept on any tract. Other livestock and poultry shall be permitted provided said livestock or poultry is kept within the boundaries the owner's tract at all times, and provided they are

Bed and Breakfast Unit used within the principal residence or in a separate guest house, shall be permitted.

- e. The exterior of any building shall be completed not later than ten (10) months after laying the foundation of that respective building.
3. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other waste disposal system approved by the County and/or State Health Department or other governing body controlling wells and septic systems.
4. A dwelling house shall not be moved onto any tract. All dwelling houses shall be constructed and erected on site. Mobile, modular, pre-manufactured and or industrial built homes shall not be used as a dwelling, nor stored on any tract. The term dwelling house (for purposes set out in this paragraph) shall include servants' quarters and guest houses.
5. A single family dwelling house shall not be erected on any tract nearer than 75 feet from the front, side or rear property line. Any other buildings shall be erected behind the frontal line of the permanent residence and shall not be erected nearer than 75 feet from any side or rear property line, except for animal shelters which shall be no nearer than 100 feet from any side or rear property line. In addition to the previous provisions, Tract 5, being 19.07 acres as described on Exhibit "A", attached hereto and made a part hereof, said tract is further restricted so that until January 1, 2020, any building improvements constructed thereon must be on the westernmost 500' of said tract. Thereafter, any building improvements constructed on the remainder of said tract must be constructed a minimum of 200' from the North boundary line of said tract.

6. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicles on their tract, so long as it is not used as a permanent dwelling. During the period of construction of a dwelling house, tract owners may camp in their recreational vehicles on the tract for a period not exceeding ten (10) months.
7. Tracts shall not be used for any commercial purposes except as otherwise herein provided.
8. A tract as originally purchased from the undersigned shall not be resubdivided before January 1, 2020.
9. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any tract or road.
10. 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 other tract owners in the subdivision. Owners are to keep their respective tracts clean and neat in appearance and free of litter at all times. Disposal of any kind shall not be allowed that would adversely affect the natural beauty and value of any tract. Garbage or refuse shall not be buried on any tract.
11. All perimeter fences erected on any tract shall be of new material and professional in appearance, and completed in a good and workmanlike manner regarding quality and appearance.
12. Tract owners shall not alter the natural drainage of surface water over and across said tracts so as to materially affect adjoining tracts.
13. Mineral exploration of any type which will damage the surface shall not be permitted on any tract.
14. No church building shall be erected on a tract.

15. The undersigned reserve unto themselves or their assigns, an easement for utility purposes, ten (10) feet wide on each side of all tract lines and public roadways and twenty (20) feet along the entire perimeter (boundary) of the herein described property for the installation and maintenance of electric, telephone and other utility lines and easements and for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises for employees of utility companies owning said lines. Such reservation includes the express right to grant, in the future, written easements to any electric, telephone or other utility company or cooperative, over or across such ways.
16. No sign of any kind shall be displayed on any tract except one of not more than two square feet to identify the owner only, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All permitted signs shall be professional in appearance. The undersigned may erect signs of larger size in order to advertise the property for sale. Temporary garage sale signs are permitted for periods not to exceed one (1) week.
17. No camping in tents, recreations vehicles (except as herein provided), travel trailers otherwise, shall be allowed on a tract.
18. Hunting shall be by the use of bow or shotgun only. Prolonged or consistent discharging of firearms or target practicing shall not be allowed on any tract. Any use of firearms whatsoever shall only be by the owners of tracts. Personal safety of owners and owners of neighboring tracts shall be of prime consideration. Subleasing for hunting is specifically forbidden.
19. An Owner's dog or dogs must, at all times, be confined to the Owner's property and be under the control of the Owner.

III.

GENERAL PROVISIONS

3.01. Walters or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions now or hereafter imposed by the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.02. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

3.03. The covenants, conditions and restrictions of this instrument shall run with and bind the tracts and shall inure to the benefit of, and be enforceable by Walters or the Owner of any tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until January 1, 2020, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after January 1, 2020, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the area of the above described 150.6 acres of land. No amendment shall be effective until duly recorded in the Real Property Records of Gillespie County, Texas and Kerr County, Texas, nor until the approval of any governmental regulatory