COUNTRY CREEK (Restrictions)

1. All tracts shall be used solely for residential purposes, being limited to either a single family residence or what is commonly known as a duplex in which no more than two families may reside.

2. No single family dwelling house which contains less than 1200 square feet of living area or a duplex which contains less than 1600 square feet of living area, exclusive of porches, breezeways, garages, carports or basements may be erected upon any tract in this subdivision. Multi-story dwellings must contain not less than 1000 square feet of living area on its ground floor. The exterior of the building shall be completed not later than twelve (12) months after laying the foundation of the building. Servants quarters, guest houses and outbuildings may be constructed on the property after completion of the dwelling house, except as otherwise provided herein.

3. No building shall be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other disposal system approved by the County and/or State Health Department. No outside toilets or cesspools shall be permitted. All septic tanks and lateral drain lines shall be no closer than 25 feet from any property line.

4. No building shall be moved onto any tract without first obtaining permission in writing from the Developer or if the Developer fails to act, by written consent of 60 percent of the tract owners, each tract owner having one vote per tract.

5. No mobile homes shall be used as dwelling nor stored on any tract in this subdivision.

6. No building shall be erected on any tract nearer than thirty (30) feet from the front property line nor shall there be any building erected nearer than ten (10) feet from any side or rear property line.

7. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicle, so long as it is not used as a permanent dwelling. Each tract owner shall be permitted to camp overnight in a recreational vehicle or tent for continuous periods not exceeding 15 days nor more than a total of 60 days during any calendar year. During the period of construction of a dwelling house lot owners may camp in their recreational vehicles on the tract.

8. Only one permanent residence building will be permitted on any one tract. No resubdivision shall be permitted without the consent of the Developer within 5 years from the date hereof. After 5 years from the date hereof, any tract may be resubdivided provided said resubdivision shall not result in any tract containing less than one acre in size without the written consent of 60% of the tract owners.

9. No church shall be erected on any tract in this subdivision.

10. No junk or inoperative vehicles may be stored on any tract or street in this subdivision.

11. No swine shall be kept on any tract. Other livestock, pets and poultry shall be permitted provided said livestock is sheltered and kept within the boundaries of said tract. There shall be no commercial feeding operations or no commercial breeding of animals conducted thereon.

12. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood. Owners are to keep said property clean and neat in appearance and free of litter at all times. No disposal of any kind shall be allowed that would pollute any stream or body of water, or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of any property in said subdivision.

13. The Developer reserves unto himself or his assigns, an easement for utility purposes ten (10) feet wide on each side of all lot or tract lines and roadways and easements for anchor guy combinations wherever necessary for the installation and maintenance of electric, telephone and utility lines, 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 to employees of utilities owning said lines.

14. No fences shall be permitted inside of any of said driving easements.

15. No mineral exploration of any type which will damage the surface shall be permitted on any tract without the written consent of 60% of the tract owners. Each tract owner having one vote per tract

16. No back water created from a dam being placed on the creeks of this subdivision shall extend beyond the property boundary on which the dam is constructed, without the written permission of the tract owner on which back water will occur.

17. Guest cottages may be erected, prior to the building of a permanent residence on all tracts which contain three (3) acres or more and provided that the cottage shall be located no closer than 250 feet from any public road and no closer than seventy five (75) feet from any property line of the tract and no construction shall be started before receiving written approval from the Developer of plans and specifications of the proposed cottage.

18. Hunting shall be by the use of shotguns only. Personal safety and preservation of wildlife and the safety of owners of neighboring tracts shall be of prime consideration. Subleasing for hunting is specifically forbidden.

COUNTRY CREEK (Restrictions)

Developer as used in these restrictions shall refer to Vernon E. Penick, Trustee, his heirs, successors or assigns.

The restrictions described herein shall continue in force until December 31, 1995 and thereafter until changed by 60% of the property owners, each tract owner having one vote per tract. A tract owner shall be the record owner of legal title as shown by the Deed Records of Gillespie County Texas. Any changes must be in writing and a copy of the changes forwarded to the last known address of all tract owners.

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this instrument or the application thereof shall not be affected thereby, nor shall any failure of the Developer or tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity of enforceability of such term or provision.

The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

Date: October 29, 1979

_____

Vernon E. Penick, Trustee Developer