CJB/emh/8/20/97/RE26

ROGER BRANSON LEWIS TO THE PUBLIC

DEDICATION DEED

983136

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

THAT, ROGER BRANSON LEWIS (hereinafter "Owner"), being the sole owner of the following described tract of land, (hereinafter the "Property"), to-wit:

BEING 164.34 acres of land, being part of the Samuel R. Wilson Survey No. 38, Abstract No. 735; and being part of that 207.135 acre tract of land, more or less, described in a conveyance to Roger Branson Lewis by Fannie D. Jamison, dated October 30, 1975, found of record in Volume 114, Page 473 of the Deed Records of Gillespie County, Texas; said tract of 164.34 acres of land being more particularly described as 139.35 acres, more or less, in Exhibit "A" attached hereto and incorporated herein by reference and being 25.99 acres of land, more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

do hereby adopt the following restrictions, protective covenants and conditions which are to run with the land and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, viz:

1. Except those commercial uses which are permitted herein under paragraph 18, all tracts shall be used solely for residential and agricultural purposes and shall be limited to a single family residence. Only one permanent residence will be permitted on any one tract, provided, a second residence used exclusively by individuals related within the second degree of affinity or consanguinity to tract owners shall be permitted ("mother-in-law home").

2. a. A single family dwelling house containing no less than 1,800 square feet of combined living area and attached enclosed garage area, exclusive of porches, breezeways, carports, or basements may be erected on any tract. Said dwelling shall contain a minimum of 1,400 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled. Detached garages are permitted provided setback requirements are complied with.

b. Multiple Story dwellings must contain not less than 1,600 square feet of living area.

c. Servants quarters, one guest house and outbuildings may be constructed on the property after completion of the main dwelling house with the exception that a barn or recreational vehicle cover built of new materials may be constructed prior to the completion of said main dwelling. A "Bed and Breakfast" shall be included in the definition of a guest house.

"Bed and Breakfast" are temporary lodging services which provide housing for its occupants for a duration of less than two weeks.

3. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to utilities including water, electrical and a solid waste, disposal system all approved by the governing body controlling wells and solid waste disposal systems. The exterior of any building shall be completed no later than 8 months after laying the foundation of that respective building.

4. A dwelling house shall not be moved onto any tract. All dwelling houses serving as a main residence shall be constructed and built onsite. 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's house.

5. All dwelling houses shall have (1) masonry construction of brick, rock, stone, or stucco veneer, or (2) log construction, either of which cover not less than 70% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors, or gables.

6. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes, or other recreational vehicles, so long as it is not used as a permanent dwelling and is not stored closer to the street than the rear line of the residence. 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 8 months. No overnight camping is allowed at any other time.

7. All boats, boat trailers, stock trailers, or trailers of any kind, and all vehicles having a load capacity of greater than one (1) ton, shall be parked on the property of the tract owner to the rear of the main dwelling, and shall not be parked on any street or alley.

8. Re-subdivision of tracts shall not be permitted before the year 2005, provided said resubdivision shall not result in any tract containing less than 3 acres and shall be approved by any governmental regulatory body exercising jurisdiction over re-subdivisions.

9. A church shall not be erected on any tract in this subdivision except as expressly permitted in paragraph 18.

10. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any tract, road, or street in this subdivision.

11. Swine, poultry or fowl of any nature shall not be kept on any tract. Other livestock and pets shall be permitted provided said livestock are sheltered and kept within the boundaries of said tract at all times, and they are not offensive to adjacent landowners by smell, sight, sound, or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e.: cow/calf operation) shall not be considered commercial breeding of animals.

12. 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 the subdivision. Owners are to keep their property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds. Disposal of any kind that would adversely affect the natural beauty and value of any tract shall not be allowed in the subdivision. Garbage or refuse shall not be buried on any tract.

13. Any 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.

14. Hunting of animals and birds shall not be allowed on any tract.

15. Mineral exploration of any type which will damage the surface shall not be permitted on any tract.

16. No sign of any kind shall be displayed to the public view on any lot 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 developer may erect a sign of larger size in order to advertise the development as long as there remains any unsold tracts in the development. Temporary garage sale signs are permitted for temporary periods only.

17. The developer reserves unto itself and/or his assigns, an easement for utility purposes, 10 feet wide on each side of all lot or tract lines and roadways and 20 feet along the entire perimeter (boundary) of said subdivision for the installation and maintenance of electric, telephone, cable television, and utility lines, and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at anytime 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.

18. The following restricted commercial uses intended to serve the convenience and needs of the immediate neighborhood, in addition to the uses permitted in paragraphs 1-17, are permitted on that portion of the subdivision which is described in Exhibit "B" attached hereto and incorporated herein by reference. Permitted commercial uses shall be limited to the following, which uses shall have the definition as provided under the Ordinances of the City of Fredericksburg, Texas as of November 1, 1997 and which uses are as follows:

(a) Multiple Family Residential;

(b) Group Residential;

(c) Administrative and Business Office;

(d) Medical Offices;

(e) Personal Services;

(f) Professional Services;

(g) Day Care Services;

(h) Convalescent Services;

(i) Cultural Services;

(j) Private Primary Education Facilities;

(k) Personal Improvement Services;

(l) Guidance Services;

(m) Single Family Residential;

(n) Arts and Crafts;

(o) Churches and Religious Assembly;

(p) Restaurant (General); and

(q) Agriculture use, including the operation of a winery with tasting rooms.

ROAD EASEMENT

Attached hereto as Exhibit "C", "D" and "E" are metes and bounds descriptions of three (3) roadways transversing the Property. Developer hereby dedicates the roadways for the common use of all Owners whose property abuts any of the roadways and does hereby grant to all such Owners, their heirs, successors and assigns, and their agents, invitees and permitees a perpetual non-exclusive ingress and egress easement over and across the roadways for uninterrupted and unobstructed access to and from that portion of the property owned by each such Owner.

MAINTENANCE OF ROADWAY

Each Property Owner whose tract abuts a roadway shall be responsible for paying his prorata share of the cost of maintenance of the roadway which his tract abuts. Each Owner's prorata share of such maintenance costs shall be determined by multiplying the annual maintenance budget by a fraction resulting from the number of acres owned by each Owner whose property abuts the roadway divided by the total number of acres within the boundaries of the property which abut the roadway. Annually, the majority of the Owners whose property abut a roadway shall agree on a maintenance budget for the roadway for the forthcoming year ("Maintenance Budget") and determining each Owner's prorata share of same ("the annual assessment"). A majority of the Owners whose property abut the roadway shall also elect one or more Owners whose property abut a roadway who will be responsible for

seeing that the roadway is properly maintained and for collecting the annual assessment due from each Owner. The annual assessment shall be billed to each Owner on or before January 10 of each year and shall be payable in a lump sum or in quarterly installments, as the majority of the Owners whose property abut the roadway shall determine.

AMENDMENT

The restrictions, protective covenants and conditions shall be binding upon and inure to the benefit of all parties and all persons claiming under the Developer until December 31, 2010, at which time said restrictions, protective covenants and conditions shall be automatically extended until such time as 65% of the then Owners of the Tracts in said Subdivision shall execute an instrument waiving or amending the restrictions, protective covenants or conditions, each tract Owner having one vote per each original Tract as developed. A Tract Owner shall be the record Owner of legal title as shown by the Real Property Records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract Owners.

Notwithstanding anything to the contrary, Developer shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Developer, in its sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas.

PARTIAL INVALIDITY AND WAIVER

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 or enforceability of such term or provision.

ENFORCEMENT

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 enforce, by any proceeding at law or in equity, all 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.

Failure of Developer to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Developer, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the Subdivision controlled by these covenants. The reservation by Developer of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Developer shall not be subjected to any claim, demand, or cause of action from any lot owner by virtue of not enforcing any restrictions herein contained.

DEFINITIONS

"Developer" as used in these restrictions shall refer to Roger Branson Lewis, his heirs, successors or assigns.

"Tract" or "Tracts" shall mean and be defined as a separate parcel which is subdivided out of the property and shall include any improvements from time to time constructed, erected, placed, installed or located thereon.

"Owner" or "Owners" shall mean a person or persons, entity or entities, including Developer, holding a fee simple interest in any portion of the property.

"Person" or "Persons" shall mean any individual, individuals, entity or entities having a legal right to hold title to real property.

WITNESS my hand this the 20 TH day of MARCH, 1998.

Roger Branson Lewis
ROGER BRANSON LEWIS

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 20 day of March, 1998, by ROGER BRANSON LEWIS.

CAROLYN WEIDENFELLER
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/12/2000

Carolyn Weidenfeller
Notary Public, State of Texas

CJB/emh/RE27

ORIGINAL

ROGER BRANSON LEWIS, ET AL TO THE PUBLIC

AMENDMENT TO DEDICATION AND RESTRICTIONS

983390

WE, the undersigned, being the owners of all tracts of land situated in COUNTRY PLACE SUBDIVISION, an unrecorded subdivision in Gillespie County, Texas, do hereby agree to amend and modify the Dedication and Restrictions contained in the DEDICATION DEED dated March 20, 1998 and recorded in Volume 342, Page 393 of the Real Property Records of Gillespie County, Texas (hereinafter sometimes referred to as "Dedication and Restrictions"), as follows:

Paragraph 16 of such Dedication and Restrictions is hereby amended and modified to read in its entirety as follows:

16. No sign of any kind shall be displayed to the public view on any tract out of the property described in Exhibit "A" 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 developer may erect a sign of larger size in order to advertise the development as long as there remains any unsold tracts in the development. Temporary garage sale signs are permitted for temporary periods only.

Paragraph 18 of such Dedication and Restrictions is hereby amended and modified to read in its entirety as follows:

18. The following restrictive commercial uses intended to serve the convenience and needs of the immediate neighborhood, in addition to the uses permitted in paragraph 1 through 17, are permitted on that portion of the property which is described in Exhibit "B" attached hereto and incorporated herein by reference. Permitted commercial uses shall be limited to the following, which uses shall have the definition as provided under the Ordinances of the City of Fredericksburg, Texas as of November 1, 1997, unless otherwise defined herein, and which uses are as follows:

(a) Administrative and Business Office;

(b) Arts and Crafts;

(c) Financial Services;

(d) Business Support Services:

(e) General Retail Sales;

(f) Medical Offices;

(g) Personal Improvement Services;

(h) Personal Services;

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(i) Professional Office;

(j) Restaurant (General);

(k) Shopping Center which is defined as an integrated grouping of commercial activity having individual establishments which may be joined by a common covered pedestrian sidewalk or walkway. The only commercial activity permitted within a shopping center shall be that which is defined in (a) through (j) above. Each establishment or business located within the shopping center may be constructed as a separate building(s) or be joined by a common wall as long as the front building facade is constructed so that each store front appears to look as a separate, wholly independent unit;

(l) Single Family Residential (attached);

(m) Townhouse Residential;

(n) Condominium Residential;

(o) Convalescent Services;

(p) Cultural Services;

(q) Day Care Services;

(r) Private Primary Education Facilities;

(s) Churches and Religious Assembly; and

(t) Agriculture use, including the operation of a winery with tasting rooms; and

In all other respects, the provisions of the Dedication and Restrictions of Country Place Subdivision shall continue effective as written and without change.

EXECUTED in multiple counterparts and effective as of the date of the last signatory party.

Dated: 7-17-1998

Francis J. Reuter
FRANCIS J. REUTER

Dated: 7-17-1998

Lorraine A. Reuter
LORRAINE A. REUTER

STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 17th day of July, 1998, by FRANCIS J. REUTER and wife, LORRAINE A. REUTER.

ELGINIA HOHMANN
Notary Public, State of Texas
My Commission Expires 07-24-1998

Elginia Hohmann
Notary Public, State of Texas

CJB/cmh/RE27

Dated: 7-17-98 — Kenneth R. Roddy
KENNETH R. RODDY

Dated: 7-17-98 — Suzanne T. Roddy
SUZANNE T. RODDY

Dated: 7-17-98 — Roger Branson Lewis
ROGER BRANSON LEWIS

STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 17th day of July, 1998, by KENNETH R. RODDY and wife, SUZANNE T. RODDY.

Elonia Hohmann
Notary Public, State of Texas

ELOINA HOHMANN
Notary Public, State of Texas
My Commission Expires 07-24-1998

STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 17th day of July, 1998, by ROGER BRANSON LEWIS.

Carolyn Weidenfeller
Notary Public, State of Texas

CAROLYN WEIDENFELLER
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/12/2000