EMERALD VALLEY SUBDIVISION TO THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

951935

THAT WHEREAS, ROBERT L. WALTER and wife, BAMBIE M. WALTER, herein called "Walters", are the record owners of Lots 1-3 and Lots 5-30 of EMERALD VALLEY SUBDIVISION, located in Gillespie County, Texas, as described on a plat and subdivision map recorded in Volume 2, Page 61 and as amended in Volume 2, Page 65 of the Plat Records of Gillespie County, Texas; and

WHEREAS, Walters will convey the above described lots 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 lots 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 lots 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 lots 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 of the above described lots, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Lot" shall refer to any of Lots 1 through 3 and Lots 5 through 30, as described on the plat and subdivision map recorded in Volume 2, Page 61 of the Plat Records of Gillespie County, Texas.

1.03. "Developer" shall refer to ROBERT L. WALTER or BAMBIE M. WALTER.

II.

RESTRICTIONS

1. All lots shall be used solely for single family residential purposes, except for Lots 8, 27, 28, 29 and 30, which may also be used for 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 lot. Other livestock and poultry shall be permitted only on Lots 8 and 27, 28, 29 and 30, provided said livestock is kept within the boundaries of said lots at all times, and provided 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 on any lot. Female

animals used for grazing Lots 8, 27, 28, 29 and 30, while simultaneously raising young (i.e.: cow/calf operation) shall not be considered commercial breeding of animals. Male livestock of breeding age shall not be kept on any lot.

2. a. One (1) single family dwelling house containing no less than 1800 square feet of combined living area exclusive of porches, breezeways, garages, carports or basements may be erected on any lot. The minimum square footage of living area shall be that area which is heated and cooled. All garages must be attached to the residence. The exterior of all residences shall consist of rock or brick except for porches and gables. All residences except those situated on Lots 27-30, shall face the subdivision street.

   b. Multiple Story dwellings must contain not less than 1800 square feet of combined living area. The living area on its ground floor shall be a minimum of 1200 square feet.

   c. Servants quarters, one guest house and outbuildings may be constructed on the property after completion of the main dwelling house. A "Bed and Breakfast" shall be defined as a guest house.

   d. "Bed and Breakfast", which is known as tourist lodging services within rooms of the principal residence or separate guest house situated on the lot, shall be permitted. Only one 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 lot. All dwelling houses in this subdivision shall be constructed and erected on site. The relocation or reconstruction of a structure of historic quality and integrity on a lot, to be used as an accessory building shall be permitted with the prior written consent of the Developer. Mobile, modular, pre-manufactured and or industrial built homes shall not be used as a dwelling, nor stored on any lot. The term dwelling house (for purposes set out in this paragraph) shall include servants' quarters and guest house.

5. A single family dwelling house shall not be erected on any lot nearer than 50 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 50 feet from any side or rear property line, except for animal shelters which shall be no nearer than 75 feet from any side or rear property line.

6. After completion of a permanent residence, lot 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, lot owners may camp in their recreational vehicles on the lot for a period not exceeding ten (10) months.

7. Lots shall not be used for any commercial purposes except as otherwise herein provided.

8. No lots shall be resubdivided before January 1, 2020.

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

10. Noxious or offensive activity shall not be permitted on any lot, nor shall anything be done thereon which shall be an annoyance or nuisance to

other lot owners in the subdivision. Owners are to keep their respective lots clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure. Disposal of any kind shall not be allowed that would adversely affect the natural beauty and value of any property in said subdivision. Garbage or refuse shall not be buried on any lot.

11. All perimeter fences erected on any lot shall be of new material and professional in appearance, and completed in a good and workmanlike manner regarding quality and appearance.

12. Hunting shall not be allowed on a lot.

13. Lot owners shall not alter the natural drainage of surface water over and across said lots so as to materially affect adjoining lots.

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

15. No church building shall be erected on any lot.

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 lots and shall inure to the benefit of, and be enforceable by Walters or the Owner of any lot 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 sixty-seven percent (67%) of the area of the above described Lots 1 through 3 and Lots 5 through 30. No amendment shall be effective until duly recorded in the Real Property Records of Gillespie County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained.

EXECUTED this 12th day of May, 1995.

Robert L. Walter
ROBERT L. WALTER

Bambie M. Walter
BAMBIE M. WALTER

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 12 day of May, 1995, by ROBERT L. WALTER and wife, BAMBIE M. WALTER.

Notary Public in and for
the State of Texas

4012.2

ANTHONY SAUER
Notary Public State of Texas
My Commission Expires 10-4-97

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 286 Page 465-471, filmed on the 16th day of May, A.D. 19 95.

DORIS LANGE, Clerk, by Felicia Cornehl Deputy.
Felicia Cornehl

****

ROBERT L. WALTER, ET UX, ET AL | TO | THE PUBLIC

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMERALD VALLEY SUBDIVISION

The undersigned ROBERT L. WALTER and wife, BAMBIE M. WALTER and B. J. NIEHOUSE and wife, ALMA L. NIEHOUSE, being all of the owners of all lots situated in Emerald Valley Subdivision, do hereby agree to amend and modify Paragraph II(5) of the Declaration of Covenants, Conditions and Restrictions of Emerald Valley Subdivision, dated May 12, 1995, and duly filed of record in Volume 286, Pages 465-471 of the Real Property Records of Gillespie County, Texas (hereinafter sometimes referred to as "Declaration"), as follows:

95297'2

5. A single family dwelling house shall not be erected on any lot nearer than 50 feet from the front, side or rear property line, except for Lots 7 and 8, on which a single family dwelling may be constructed as near as 30 feet from the side property line. Any other buildings shall be erected behind the frontal line of the permanent residence and shall not be erected nearer than 50 feet from any side or rear property line, except for animal shelters which shall be no nearer than 75 feet from any side or rear property line.

In all other respects, the provisions of the Declaration of Emerald Valley Subdivision shall continue effective as written and without change.

EXECUTED this the 4th day of August, 1995.

ROBERT L. WALTER

BAMBIE M. WALTER

B. J. NIEHOUSE

ALMA L. NIEHOUSE

SECURITY STATE BANK AND TRUST,
FREDERICKSBURG, TEXAS
(LIENHOLDER)

By:

Printed Name: Gary Stebling

Office Held: Vice President

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 4 day of August, 1995, by ROBERT L. WALTER and wife, BAMBIE M. WALTER.

ANTHONY SAUER
Notary Public, State of Texas
My Commission Expires 10-4-97

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 4th day of August, 1995, by B. J. NIEHOUSE and wife, ALMA L. NIEHOUSE.

GINGER REICHENAU
Notary Public, State of Texas
My Commission Expires April 16, 1997

Ginger Reichenau
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 3rd day of August, 1995, by Gary Stehling, Vice President of SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, a state banking corporation, on behalf of said corporation.

CATHLEEN STRAUBE
Notary Public
STATE OF TEXAS
My Comm. Exp. MAR. 31, 1997

Cathleen Straube
Notary Public in and for
the State of Texas

4012.10

290 785

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 290 Page 783-785, filmed on the 7th day of August, A.D. 1995.

DORIS LANGE, Clerk, by Felicia Cornehl Deputy.
Felicia Cornehl