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69 CREEK RETREAT, L.L.C. TO THE PUBLIC

DEDICATION DEED

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

THAT, 69 CREEK RETREAT, L.L.C., being the sole owner of the following described tract of land, to-wit:

BEING Tracts 1A-R, 1B-R, 1C-R, 2A-R, 2B-R and 2C-R, Resubdivision of Tracts 1 and 2, Fritz Subdivision situated in Gillespie County, Texas,

as shown by the Map or Plat thereof found of record in Volume 4, Page 80, of the Plat Records of Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to Gillespie County, Texas and the public utilities providers for the installation and maintenance of any and all public utilities which said County or the public utilities providers may elect to install and maintain, or permit to be installed and maintained only along the easements shown on said plat and only for utilities for tracts in this subdivision, said dedications being subject to the following restrictive and protective covenants.

The undersigned owner does hereby adopt the following restrictions, protective covenants and conditions which are to run with all of the land contained in Tracts 1A-R, 1B-R, 1C-R, 2A-R, 2B-R and 2C-R, a resubdivision of Tracts 1 and 2, Fritz Subdivision, according to the plat of record in Volume 4, Page 80, Plat Records of Gillespie County, Texas, and shall be binding upon and inure to the benefit of all parties and all persons

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claiming under them until June 1, 2028, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the tracts in said new subdivision (the owners of each tract to have one vote whether or not the tracts are owned by more than one person) shall execute an instrument waiving or amending the restrictions, protective covenants or conditions prior to thirty (30) days before June 1, 2028, or to the expiration of any of the successive ten (10) year periods. No amendment shall be effective until 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, viz:

1. All tracts and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes.

2. No dwelling house shall be constructed upon any lot in this subdivision, which contains less than 1500 square feet of living area, exclusive of garages, carports and porches, for one story residences, and 2,000 square feet of living area, exclusive of garages, carports and porches, for two story residences of which at least 1,500 square feet are in the first floor, and all dwelling houses shall have masonry construction, log construction, or brick, rock, stucco veneer or hardy board covering not less than 100% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.

3. Only new construction materials (except for used brick, stone or log for log house) shall be used in construction of any structure situated on a tract.

4. Every dwelling constructed upon said property shall be provided with sanitary, indoor plumbing and no permanent outdoor privies shall be permitted.

5. No trailer, trailer house, modular home, tent, shack, garage apartment or servant's quarters shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Garage apartments, servant's quarters or

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mother-in-law buildings are permitted provided materials must be the same as is permitted for the principal building and provided further there shall be no more than one such building in addition to the principal building on any tract.

6. No dwelling house or other structures, except log homes, shall be moved upon the premises from outside said addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

7. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

8. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood such as a secondary business as auto mechanic or repair shop.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales period. The developer may erect a sign of larger size in conformance with city ordinance to advertise the development as long as there remains any unsold lots in the development.

10. No inoperative or abandoned vehicles shall remain parked on the premises, in streets or in alleys, for longer than thirty (30) days.

11. 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 lot owner, and shall not be parked on any street or alley. 18 wheelers and tractor trailer trucks are not permitted on any tract and may not be parked on any street or alley.

12. All outbuildings such as tool sheds, storage houses, trailer ports, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.

13. No residence shall be occupied until construction of the interior and exterior of the residence is completed.

14. Each owner of a lot in the subdivision shall keep said property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass

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and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure.

15. Property owners shall not dump any litter, any household garbage, refuse or dead animals onto any tract of subdivision nor shall any garbage or refuse be buried on any tract of this subdivision.

16. All construction or remodeling on a residence and garage shall be completed within twelve (12) months of the day such construction begins.

17. Developer may at its sole discretion enforce these restrictions but is under no obligation to do so.

18. The covenants and conditions set forth above shall be covenants running with the title of any tract or division of any tract.

19. Improvements may not be occupied until connected to approved septic/waste water treatment system.

20. There shall be no modular homes or prefab homes moved onto any tract.

21. No recreation vehicles may be used as permanent residence upon any tract. Such vehicles must be stored in at least 3 sided covered building with open side not visible to other tracts and may not be stored until after main residence is complete.

22. No construction shall be placed nearer the boundary lines as follows:

30 feet from any public roads;
50 feet from any boundary lines that join other tracts in this subdivision; and
10 feet from any boundary lines that do not join other tracts in this subdivision or public road which serves as a boundary line for a particular tract.

23. There shall be no commercial use of any tract in this subdivision, except for bed and breakfast use, agricultural use that does not market livestock on a commercial non-personal basis, except livestock for 4-H and FFA projects are permitted on any tracts.

24. The grantor or his assigns shall have the right to run livestock on the entire property, unless a tract owner fences his tract with a livestock proof fence.

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25. All perimeter fences must be of new material. No cyclone or metal privacy fences are allowed, however, wood privacy fences are permitted.

26. There shall be no mineral exploration which will damage surface.

27. Any of the Tract Owners of the Subdivision shown on Volume 4, Page 80, shall have the right to enforce, at law or in equity, all restrictions, conditions, and reservations now or thereafter improved by these restrictive covenants.

28. Any of the Tract Owners of Tracts 1A-R, 1B-R, 1C-R, and 2A-R shall have the right to enforce the assessment for road maintenance and the lien for such assessment.

Road Easement

69 Creek Retreat, LLC has DEDICATED, GRANTED and CONVEYED and by these presents does, DEDICATE, GRANT and CONVEY unto the owners of Tracts 1A-R, 1B-R, 1C-R and 2A-R of the Resubdivision of Tracts 1 and 2, Fritz Subdivision as shown on the Map or Plat found of record in Volume 4, Page 80 of the Plat Records of Gillespie County, Texas, their heirs, successors and assigns, the free and uninterrupted use, liberty, privilege and easement of passing along that certain way described by metes and bounds in attached Exhibit "A", together with the free ingress, egress, regress to and for the said owners of said Tracts 1A-R, 1B-R, 1C-R and 2A-R, their heirs, successors and assigns and their tenants by foot, with carts, wagons, carriages, automobiles and other vehicles, horses, mules or livestock by said four Tract Owners or their heirs, successors and assigns shall be necessary or convenient at all times and seasons forever, in, along, upon and out of said way, in common with all of said four Tract Owners, their heirs, successors and assigns, and tenants. None of the said four Tract Owners, their heirs, successors or assigns shall have the right to place

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fences, gates or other obstructions on or across said way, however, the said four Tract Owners, their heirs, successors and assigns shall have the right to place cattleguards across said way at their property boundary line so long as said cattleguard has a width of at least fourteen (14) feet. To have and to hold all and singular the rights and privileges aforesaid to the said four Tract Owners, their heirs, successors, and assigns to their proper use and behoof, in common with each of the owners of said four Tract Owners, their heirs, successors and assigns, and their tenants.

This subdivision and all lots are further subject to all subdivision plat notes, restrictions, easements, and set back lines.

Agreement for Easement Road Maintenance.

To insure that the easement road described by metes and bounds in the attached Exhibit "A" will be maintained in a reasonable manner, the owners of Tracts 1A-R, 1B-R, 1C-R and 2A-R, Resubdivision of Tracts 1 and 2, Fritz Subdivision (hereafter called "Tract Owners" in this assessment and easement section), as shown on the Map or Plat found of record in Volume 4, Page 80, of the Plat Records of Gillespie County, Texas, agree there will be an assessment for the maintenance of said easement in a percentage amount for each of said tracts as follows: Tract 1A-R - 20%, Tract 1B-R - 20%, Tract 1C-R - 35%, and Tract 2A-R - 25%. The amount of the assessment will be established at the annual meeting of the Tract Owners with each owner having one vote for each tract. (As a way of example, if one

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owner is the owner of two tracts as set forth ion the above described plat, then such owner shall have two votes.)

The annual meeting shall be held on the 3rd Monday of January of each year, being January, 2009, or such other time as a majority of the Tract Owners may agree in writing. The place of the meeting shall be at a place designated by a majority of the Tract Owners. At such meeting, the Tract Owners shall determine a budget for the ensuing year with each Tract Owner assessed the percentage of said amount as set forth above.

The Tract Owners who are involved in this Easement and Assessment section may amend the assessment and lien provisions above set forth by unanimous agreement of all Tract Owners at either the annual meeting or at a special called meeting which must be called by at least two of the Tract Owners.

Such assessment shall be and is hereby secured by a lien on each Tract respectively in favor of the Tract Owners who have paid the annual assessment, and shall be payable to the individuals selected at such meeting to receive such payments within 30 days of the meeting when such assessment amount is determined. The lien for the assessment provided for herein shall be subordinate to the liens of any valid mortgages or deed of trust. Sale or transfer of any tract shall not affect the assessment lien. No sale or transfer shall release such Tract from liability and liens for any assessments thereafter becoming due.

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Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

WITNESS our hands this the 16th day of May, 2008.

69 CREEK RETREAT, L.L.C.

BY: _____
DEREK DAVID SPENCE, Manager

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on this the 16th day of May, 2008, by Derek David Spence, Manager of 69 Creek Retreat, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

DEBRA L. DITTMAR
Notary Public, State of Texas
My Commission Expires
AUG. 7, 2010

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Notary Public, State of Texas

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