17 pgs
AMEND

20184291

Gary E. Mayer, Ruth Mayer, Ronald Hardin, Freda Hardin, Christopher Hinterlach, Sara Hinterlach, Robert Weirich, Alolph H. Schumann, Connie Weirich, Terry Weirich, Douglas Pool, Lisa Pool, RoyWeber, Doreen Weber, Karen Loeffler, Ernest Loeffler, Ray Walton, Mary Ann Walton, Julie Burns, Terry Burns, Robert Grinslade, Lloyd Easterling, and Mary Easterling

TO

THE PUBLIC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FIRST AMENDED PROTECTIVE COVENANTS AND CONDITIONS OF HIDDEN FOREST

THE STATE OF TEXAS)
)
COUNT OF GILLESPIE)

Whereas, these Restrictions, Covenants and Conditions are established for the purpose of creating and carrying out a uniform plan for the improvement, development, and sale of HIDDEN FOREST:

NOW THEREFORE, Gary E. Mayer, Ruth Mayer, Ronald Hardin, Freda Hardin, Christopher Hinterlach, Sara Hinterlach, Robert Weirich, Alolph H. Schumann, Connie Weirich, Terry Weirich, Douglas Pool, Lisa Pool, Roy Weber, Doreen Weber, Karen Loeffler, Ernest Loeffler, Ray Walton, Mary Ann Walton, Julie Burns, Terry Burns, Robert Grinslade, Lloyd Easterling, and Mary Easterling ("Tract Owners") do hereby dedicate the land described on the aforesaid Map and Plat of Hidden Forest on file with the County Clerk of Gillespie County, Texas, to which reference is hereby made for all purposes, and agrees that said land is held and shall hereafter be conveyed subject to the following restrictions, protective covenants and conditions:

1. All lots are restricted to single family residential use exclusively and none of said property shall be used for business or commercial purposes. For the purposes of these Restrictions, Covenants and Conditions, business or commercial purposes shall be defined to include bed and breakfast rental business, auto-mechanic shop, welding shop, and any business, or other undertaking whereby the general public would be invited to the property. Only one permanent residence will be permitted on any one tract.

2. No dwelling house shall be constructed upon any lot or any part of any lot in this addition which contains less than 1250 square feet living area, exclusive of porches, breezeways, carports and garages. The exterior of buildings shall be completed not later than twelve (12) months after laying foundation of the building. Servants quarters and outbuildings may be constructed on the property after the completion of the residence. Servants quarters and outbuildings shall never be permitted to be used for residential leasing or for profit.

3. Each dwelling shall consist of 100% brick or rock veneer, excluding gables or porches.

4. No trailer, trailer house, tent, shack, garage or "tiny house" shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. After completion of permanent residence, tract owners may store their personal travel trailers, motor home or other recreational vehicle, so long as it is not used as a permanent dwelling.

5. No dwelling house or other structure shall be moved upon the premises from outside said Addition.

6. 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, and no septic tank shall be built within fifteen (15) feet of any side property line.

7. No resubdivision of lots will be allowed.

8. No improvements shall be erected on any tract nearer than forty (40) feet from the front property line, nor shall there by any improvements erected nearer then fifteen (15) feet from any side property line, excepting fences.

9. No Church shall be erected on any residential tract.

10. No in-operative vehicles may be stored on any tract or street.

11. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be annoyance or nuisance to the neighborhood.

12. No sign of any kind shall be displayed to the public view on any lot, except one professionally-made sign of not more than two (2) square feet and one sign of not more than twenty (20) square feet. The sole purposes for these signs shall be advertising the property for sale or long-term rental ("long-term" defined as periods of one (1) month or more), or signs used by a builder to advertise the property during the construction and sales period. Long-term rental of the property shall be limited to the rental or leasing of the entire residential tract, and there shall be no rental (long or short-term) permitted of a portion of the residential tract.

13. The Tract Owners reserve unto themselves, or their assigns, a twelve (12) foot easement for utility purposes along each boundary of the property, for the installation and

maintenance of electronic, telephonic and utility lines, and 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 swine or other noxious or offensive animals shall be kept upon any tract. The number of livestock animals per four-acres to be kept shall not exceed the following: 1 horse, 1 cow and calf, 6 goats, and 20 chickens. The number of household pets irrelevant of acreage size to be kept shall not exceed the following: 3 dogs and 3 cats. All livestock, as well as household pets, shall be sheltered and shall be restricted by fence enclosures or leash, and the areas containing the same, shall be kept clean at all times.

15. Hunting shall be by the use of shotguns only, provided however, that no shotgun shell slugs or single ball shot shell shall be used. Personal safety and preservation of wildlife and the safety of owners of the neighboring tracts shall be of prime consideration. Leasing for hunting is specifically forbidden.

16. No trash shall be dumped in draws. Tract Owners are to keep property clean at all times.

17. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any tract, or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all of the foregoing restrictions, covenants and conditions. These covenants shall be binding until January 1, 2028, from the date they are filed for record in the Deed Records of Gillespie County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically, extended, upon the expiration of such term for successive periods of ten years each, for up to four (4), ten-year periods. After that time, the foregoing restrictions, covenants and conditions may be renewed for periods of ten years by written and recorded extensions. (The written extensions must be subscribed to by the record owners of legal title of fifty-one (51%) per cent of the tracts as shown by the Deed Records of Gillespie County, Texas)

    The record owners of legal title of fifty-one (51%) per cent of the tracts as shown by the Deed Records of Gillespie County, Texas, may amend or change said covenants in whole or in part at any time. Any changes or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of County Clerk of Gillespie County, Texas. A copy of any change or amendment to these restrictions or covenants and conditions shall be forwarded by prepaid mail to all owners by the Tract Owners. Failure to furnish said copy shall not affect the validity of such change or amendment.

18. If any term or provision of this instrument, or the application therefore 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 Tract Owners 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.

19. The Tract Owners 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's fees.

20. The right is expressly reserved to the Tract Owners and their heirs and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions by such right shall be without prejudice to the rights of enforcement prescribed in paragraph "19" above.

21. Violations of any restriction or condition or breach of any covenant herein contained shall give the Tract Owners or their agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Tract Owners and their agents, shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal.

EXECUTED this the 13th day of June, A.D., 2018.

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Gary E. Mayer
Ruth E. Mayer,
Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Gary & Ruth Mayer, on this the 5th day of February, 2018, to certify which witness my hand and seal of office.

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

Ronald E. Hardin
La Freda Hardin,
Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Ronald & Freda Hardin, on this the 5th day of February, 2018, to certify which witness my hand and seal of office.

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Christopher Hinterlach

Sara Hinterlach,
Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Christopher; Sara Hinterlach, on this the 21 day of February, 2018, to certify which witness my hand and seal of office.

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Robert E. Weirich

_____,
Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Robert Weirich,
on this the 9 day of ~~February~~ April, 2018, to certify which witness my hand and seal of office.

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

A. H. Schumann

Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Adolph H. Schumann on this the 30th day of ~~February~~ April, 2018, to certify which witness my hand and seal of office.

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

Connie Weirich
Terry Weirich
Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Connie Weirich; Terry Wirich on this the 30 day of ~~February~~ April, 2018, to certify which witness my hand and seal of office.

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

Lisa Pool,
Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Douglas Lisa Pool,
on this the 2 day of ~~February~~ May, 2018, to certify which witness my hand and seal of office.

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Roy Weber

Doreen Weber,

Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Roy, Doreen Weber, on this the 3 day of ~~February~~ May, 2018, to certify which witness my hand and seal of office.

Maren C. Klein

NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Ernest A Loeffler
Karen Jo Loeffler,
Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Karen & Ernest Loeffler, on this the 7 day of ~~February~~ May, 2018, to certify which witness my hand and seal of office.

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Ray Walton

Mary Ann Walton

Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Ray; Mary Ann Walton, on this the 11 day of ~~February~~ May, 2018, to certify which witness my hand and seal of office.

Maren C. Klein

NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Julie & Terry Burns, on this the 12 day of ~~February~~ June, 2018, to certify which witness my hand and seal of office.

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Robert Grinslade, on this the 12 day of ~~February~~ June, 2018, to certify which witness my hand and seal of office.

NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

Lloyd Easterling Jr.
Mary Easterling
Tract Owner

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

SUBSCRIBED AND SWORN TO BEFORE ME by Lloyd & Mary Easterling, on this the 13 day of ~~February~~ June, 2018, to certify which witness my hand and seal of office.

Maren C. Klein
NOTARY PUBLIC, STATE OF TEXAS

MAREN C. KLEIN
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 131185787

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
August 13, 2018 03:07:11 PM
FEE: $80.00 CCHEESEMAN 20184291
AMEND