NIXON BROS. TO THE PUBLIC

DEDICATION DEED

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

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That ANDREW J. NIXON and ERWIN NIXON, doing business as NIXON BROS., the sole owners of the following described land near the City of Fredericksburg, Gillespie County, Texas, to-wit:

53.87 acres of land, in Gillespie County, Texas, being part of Survey No. 135, patented to John C. Hays, assignee of Jose Antonio Navarro, by Patent No. 666, Vol. 9, dated January 16, 1885, Abstract No. 522, and is described by metes and bounds as follows, to-wit: Beginning at a steel bar set in fence line, being a point in the East line of Survey No. 135, Jose Antonio Navarro, and being a point 393.0 feet S. 0° 09' W. and 1333.3 feet S. 0° 48' W. from the N.E. corner of said Survey No. 135, Jose Antonio Navarro, for an E.N.E. corner of this tract of land; Thence with fence along the East line of Survey No. 135, Jose Antonio Navarro, S. 0° 48' W. 704.0 feet to a steel bar set at fence corner post for the N.E. corner of Northwest Hills, Unit No. 1, and the S.E. corner of this tract of land; Thence with fence along the North line of Northwest Hills, Unit No. 1, S. 88° 46' W. 174.7 feet to a steel bar set for corner; S. 88° 51' W. 300.2 feet to a steel bar set for corner; S. 88° 32' W. 125.1 feet to a steel bar set at fence corner post for the N.W. corner of Northwest Hills, Unit No. 1, for a S.S.W. corner of this tract of land; Thence with fence, N. 1° 00' W. 760.3 feet to a steel bar set at fence corner post for a reentrant corner of this tract of land; Thence with fence, S. 85° 54' W. 1071.7 feet to a steel bar set in the East line of the old Fredericksburg-Mason Highway for the W.S.W. corner of this tract of land; Thence with the East line of the old Fredericksburg-Mason Highway, N. 23° 15' W. 40.0 feet to a steel bar set for corner; N. 24° 09' W. 220.1 feet to a steel bar set for corner; N. 25° 01' W. 234.4 feet to a steel bar set for corner; N. 23° 13' W. 176.5 feet to a steel bar set for corner; N. 19° 12' W. 220.0 feet to a steel bar set for corner; N. 16° 40' W. 30.8 feet to a steel bar set for corner; N. 16° 21' W. 266.1 feet to a steel bar set for corner; N. 12° 49' W. 110.7 feet to a steel bar set for corner; N. 14° 05' W. 138.8 feet to a steel bar set at fence corner post for the N.W. corner of this tract of land; Thence with fence, N. 89° 26' E. 846.0 feet to a steel bar set for corner; N. 89° 24' E. 382.4 feet to a steel bar set for corner; N. 89° 36' E. 251.7 feet to a steel bar set in fence line for the N.N.E. corner of this tract of land; Thence S. 1° 05' E. 136.9 feet to a steel bar set for corner; Thence with the arc of a curve to the right, having a radius of 73.8 feet and a central angle of 122° 08', in an easterly direction a distance of 157.3 feet to a steel bar set for corner; Thence S. 2° 04' E. 841.2 feet to a steel bar set for corner; Thence with the arc of a curve to the left, having a radius of 19.9 feet and a central angle of 58° 26', in a Southeasterly direction a distance of 20.3 feet to a steel bar set for corner; Thence S. 60° 30' E. 420.1 feet to a steel bar set for corner; Thence with the arc of a curve to the right, having a radius of 68.9 feet and a central angle of 59° 30', in a Southeasterly direction a distance of 71.6 feet to a steel bar set for corner; Thence S. 86° 02' E. 142.5 feet to the place of beginning; surveyed on August 15, 1973, by Victor L. Nixon, Registered Public Surveyor, Reg. No. 655;

does hereby subdivide said property into NORTHWEST HILLS, UNIT NO. 2, a subdivision in the County of Gillespie, State of Texas, as shown by plat thereof filed for record in the

Plat Records of Gillespie County, Texas, made a part hereof, and as approved by the Board of Commissioners of the County of Gillespie, State of Texas, for the purpose of selling lots and tracts of land with reference thereto, and for all other purposes; and do hereby dedicate to the County of Gillespie for public use forever the streets shown on said plat, to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which may be installed and maintained, or permitted to be installed and maintained, subject to the following restrictions and protective covenants. The undersigned owners do hereby adopt the following restrictions, protective covenants and conditions, which are to run with the land and shall be binding upon all parties and all persons claiming under them until September 1, 1993, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz:

(1) No swine, goats, sheep, cattle, horses, chickens, or other fowl, or any other noxious or offensive animals shall be kept upon any lot or portion thereof. Pets must be sheltered and areas kept clean at all times.

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

(3) No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purpose, except that small camper trailers belonging to individual owners of said property may be stored upon the said premises, provided that they are not used for dwelling purposes.

(4) No trailer, trailerhouse, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Servant's quarters may be constructed as long as they are not the main dwelling.

(5) No dwelling house or other structure 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.

(6) 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.

(7) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(8) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty 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.

(9) No trash shall be dumped in draws. Owners are to keep property clean at all times.

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

(11) No dwelling house or building may be erected within 30 feet of front property line, or within 6 feet of each side property line, or within 5 feet of rear property line. No lot may be subdivided for an additional residence.

(12) No dwelling house shall be constructed upon any lot in this Addition which contains less than 1250 square feet, exclusive of garage or carport, and shall have at least a Masonry front.

(13) The covenants and conditions set forth above shall be covenants running with the title to any lot.

If the undersigned, or its successors or assigns, shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the Addition may prosecute any proceedings at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

WITNESS the execution hereof this 17th day of August, A.D. 1973.

NIXON BROS.

BY: Andrew J. Nixon
ANDREW J. NIXON

BY: Erwin Nixon
ERWIN NIXON

THE STATE OF TEXAS, §

COUNTY OF GILLESPIE. § BEFORE ME, the undersigned authority, on this day personally appeared ANDREW J. NIXON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 17th day of August, A.D. 1973.

Karen Crenwelge
Karen Crenwelge
Notary Public, Gillespie County, Texas

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THE STATE OF TEXAS, |

COUNTY OF GILLESPIE. | BEFORE ME, the undersigned authority, on this day personally appeared ERWIN NIXON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 17th day of August, A.D. 1973.

Karen Crenwelge
Karen Crenwelge
Notary Public, Gillespie County, Texas

Filed for record in my office the 11th. day of September A.D. 1973 at 4:55 o'clock P. M. and duly recorded the 12th. day of September A.D. 1973 at 9:15 o'clock A. M. in Volume 107, pages 708-711.

Lena Arceneaux, Clk. Co. Ct., Gillespie County, Texas.