ROBERT WEINHEIMER,
ET UX., ET AL. TO THE PUBLIC

VOL. 149 PAGE 208

AFFIDAVIT OF RESTRICTIONS, PROTECTIVE CONENANTS, AND CONDITIONS

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

WHEREAS, ROBERT WEINHEIMER, and wife, SUSAN WEINHEIMER and RONALD ZIMMERMAN and wife, DOROTHY ZIMMERMAN, being the owners of OAKHAVEN, UNIT NO. 1, a subdivision in Gillespie County, Texas did adopt the restrictions, protective covenants and conditions as described in Exhibit "B" of that Dedication Deed executed June 14, 1982 and recorded in Volume 147, Page 911 of the Deed Records of Gillespie County, Texas; and

WHEREAS, the undersigned persons consititute the owners of one hundred (100%) per cent of tracts contained in said OAKHAVEN, UNIT NO. 1, which said is filed in Volume 1, Page 83, of the Plat Records of Gillespie County, Texas; and

WHEREAS, the undersigned wish to amend such restrictions, protective covenants, and condition;

NOW, THEREFORE, the undersigned, being the owners of one hundred (100%) per cent of the tracts contained in OAKHAVEN, UNIT NO. 1, a subdivision situated in Gillespie County, Texas, do hereby amend the original restrictions, protective covenants, and conditions, and do hereby adopt the restrictions, protective covenants, and conditions described in Exhibit "A", attached hereto and made a part hereof for all pertinent purposes.

EXECUTED this 10th day of September, 1982.

ROBERT WEINHEIMER

SUSAN WEINHEIMER

RONALD ZIMMERMAN

DOROTHY ZIMMERMAN

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THE STATE OF TEXAS X
X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this 10th day of September, 1982, by ROBERT WEINHEIMER.

Jay Weinheimer
Notary Public in and for
the State of Texas

Jay Weinheimer
Notary Public in and for
The State of Texas
My Commission Expires 9/30/85

THE STATE OF TEXAS X
X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this 10th day of September, 1982, by SUSAN WEINHEIMER.

Jay Weinheimer
Notary Public in and for
the State of Texas

Jay Weinheimer
Notary Public in and for
The State of Texas
My Commission Expires 9/30/85

THE STATE OF TEXAS X
X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this 10th day of September, 1982, by RONALD ZIMMERMAN.

Jay Weinheimer
Notary Public in and for
the State of Texas

Jay Weinheimer
Notary Public in and for
The State of Texas
My Commission Expires 9/30/85

THE SATE OF TEXAS X
X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this 10th day of September, 1982, by DOROTHY ZIMMERMAN.

Jay Weinheimer
Notary Public in and for
the State of Texas

Jay Weinheimer
Notary Public in and for
The State of Texas
My Commission Expires 9/30/85

EXHIBIT "B"

1. All lots are restricted to single family residential use exclusively and none of said property shall be used for business or commercial purposes. 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. Servant quarters, guest houses and outbuildings may be constructed on the property after completion of the residence.

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

4. No trailer, trailer house, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. After completion of a 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 less than one (1) acre will be allowed. The provisions contained herein shall apply to each lot as subdivided.

8. No improvements shall be erected on any tract nearer than forty (40) feet from the front property line, nor shall there be any improvements erected nearer than 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 an annoyance or nuisance to the neighborhood.

12. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than two (2) square feet and one sign of not more than twenty (20) 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.

13. The Seller reserves unto himself, or his assigns, a twelve (12) foot easement for utility purposes along each boundary of the property, for the installation and maintenance of electric, telephone 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. Commercial production of livestock, poultry and horses shall not be permitted. The number of animals to be kept shall not exceed the following: 1 horse, 1 cow and calf, 20 chickens, 2 dogs, and 3 cats. All livestock, as well as household pets, shall be sheltered and shall be restrained 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. 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 the foregoing restrictions, covenants and conditions. These covenants shall be binding until January 1, 2000, 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.

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 change or amendment shall be set forth and evidenced by a successor instrument bearing the signatrues of the requisite number of record owners and the recording of same in the office of the 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 Developer. 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 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.

19. 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 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 fees.

20. The right is expressly reserved to the Developer and his heirs and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement preseribed in paragraph "19" above.

21. Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer or his 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 Owners and the Developer or his agents, shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal.

ROBERT WEINHEIMER,
ET UX., ET AL. TO THE PUBLIC

VOL. 149 PAGE 203

DEDICATION DEED

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

That ROBERT WEINHEIMER and wife, SUSAN WEINHEIMER and RONALD ZIMMERMAN and wife, DOROTHY ZIMMERMAN, all of Gillespie County, Texas, being the sole owners of the following described tract of land, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PERTINENT PURPOSES.

do hereby subdivide said property into OAKHAVEN, UNIT NO. 2, a subdivision in Gillespie County, Texas, as shown by the Plat thereof filed in the County Clerk's office 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 the County of Gillespie, for public use forever, the streets, alleys, water courses, drains, easements and public places shown on said plat to be used by the public, said dedications being subject to the following restrictive and protective covenants.

The undersigned owners do hereby adopt the restrictions, protective covenants and conditions described in Exhibit "B", attached hereto and made a part hereof for all pertinent purposes.

EXECUTED this 10th day of September, 1982.

ROBERT WEINHEIMER

SUSAN WEINHEIMER

RONALD ZIMMERMAN

DOROTHY ZIMMERMAN

THE STATE OF TEXAS X
X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this 10th day of September, 1982, by ROBERT WEINHEIMER.

Jay Weinheimer
Notary Public in and for
the State of Texas

Jay Weinheimer
Notary Public in and for
The State of Texas
My Commission Expires 9/30/85

THE STATE OF TEXAS X
X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this 10th day of September, 1982, by SUSAN WEINHEIMER.

Jay Weinheimer
Notary Public in and for
the State of Texas

Jay Weinheimer
Notary Public in and for
The State of Texas
My Commission Expires 9/30/85

THE STATE OF TEXAS X
X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this 10th day of September, 1982, by RONALD ZIMMERMAN.

Jay Weinheimer
Notary Public in and for
the State of Texas

Jay Weinheimer
Notary Public in and for
The State of Texas
My Commission Expires 9/30/85

THE SATE OF TEXAS X
X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this 10th day of September, 1982, by DOROTHY ZIMMERMAN.

Jay Weinheimer
Notary Public in and for
the State of Texas

Jay Weinheimer
Notary Public in and for
The State of Texas
My Commission Expires 9/30/85

EXHIBIT "A"

BEING 15.52 acres of land situated in Gillespie County, Texas, being part of the Campbell Cooper Survey No. 198, Abstract No. 107. Said 15.52 acre tract of land is described by metes and bounds as follows, to-wit:

BEGINNING at a fence corner post fcund set for the S. E. corner of that 40.2 acre Tract II of land that was conveyed to Robert C. Weinheimer, et al, by Leo Itz, et ux, et al, by deed dated February 3, 1982, found of record in Volume 146, pages 269-275 of the Deed Records of Gillespie County, Texas, for the S. E. corner of this tract of land;

THENCE with fence as follows:

S. 88° 57' W. 697.1 feet to a steel bar;

S. 89° 03' W. 260.2 feet to a fence corner post found set for the S. W. corner of said 40.2 acre tract, for the S. W. corner of this tract of land;

THENCE with fence as follows:

N. 1° 13' E. 518.5 feet to a steel bar;

N. 0° 55' E. 85.8 feet to a steel bar;

N. 0° 24' W. 114.1 feet to a steel bar found set, for the N. W. corner of this tract of land;

THENCE N. 89° 25' E., at 663.6feet the S. S. W. corner of Oakhaven, Unit No. 1, 938.3 feet in all to a steel bar found set in fence for the S. S. E. corner of said Unit No. 1, for the N. E. corner of Oakhaven, Unit No. 2, for the N. E. corner of this tract of land;

THENCE with fence as follows:

S. 0° 38' E. 200.0 feet to a steel bar;

S. 0° 34' E. 510.7 feet to the PLACE OF BEGINNING.

EXHIBIT "B"

1. All lots are restricted to single family residential use exclusively and none of said property shall be used for business or commercial purposes. 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. Servant quarters, guest houses and outbuildings may be constructed on the property after completion of the residence.

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

4. No trailer, trailer house, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. After completion of a 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 less than one (1) acre will be allowed. The provisions contained herein shall apply to each lot as subdivided.

8. No improvements shall be erected on any tract nearer than forty (40) feet from the front property line, nor shall there be any improvements erected nearer than 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 an annoyance or nuisance to the neighborhood.

12. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than two (2) square feet and one sign of not more than twenty (20) 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.

13. The Seller reserves unto himself, or his assigns, a twelve (12) foot easement for utility purposes along each boundary of the property, for the installation and maintenance of electric, telephone 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. Commercial production of livestock, poultry and horses shall not be permitted. The number of animals to be kept shall not exceed the following: 1 horse, 1 cow and calf, 20 chickens, 2 dogs, and 3 cats. All livestock, as well as household pets, shall be sheltered and shall be restrained 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. 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 the foregoing restrictions, covenants and conditions. These covenants shall be binding until January 1, 2000, 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.

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 change or amendment shall be set forth and evidenced by a successor instrument bearing the signatrues of the requisite number of record owners and the recording of same in the office of the 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 Developer. 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 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.

19. 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 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 fees.

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

21. Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer or his 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 Owners and the Developer or his agents, shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal.

OAKHAVEN, UNIT NO. 2 ET AL TO THE PUBLIC

## AMENDMENT TO DEED RESTRICTIONS

97495

Whereas, Oakhaven, Unit No. 2 is a subdivision in Gillespie County, Texas consisting of Lots No. 21, 22, 23, 24, 25 and 26, found of record in Volume 1, Page 86 of the Plat Records of Gillespie County, Texas; and

Whereas, Joseph C. Neu and wife, Amy Neu, of Gillespie County, Texas, are the owners of Lot No. 21, of Oakhaven, Unit No. 2; joined by lienholder Pioneer National Bank, Fredericksburg, Texas; and

Whereas, Paul N. Williams of Travis County, Texas, is the owner of Lot No. 22 of Oakhaven, Unit No. 2; and

Whereas, William P. King and wife, Shirley Ann King, of Gillespie County, Texas, are the owners of Lot No. 23 of Oakhaven, Unit No. 2; and

Whereas, Charles A. Beasley and wife, Carol Sue Beasley, of Gillespie County, Texas, are the owners of Lot No. 24 of Oakhaven, Unit No. 2, and

Whereas, Charles A. Beasley and wife, Carol Ann Beasley, of Gillespie County, Texas, are the owners of Lot No. 25 of Oakhaven, Unit No. 2, joined by lienholder Banc One Mortgage Corporation; and

Whereas, Brett A. Bruster and wife, Janet M. Bruster, of Gillespie County, Texas, are the owners of Lot No. 26 of Oakhaven, Unit No. 2, joined by lienholder Security State Bank and Trust, Fredericksburg, Texas; and

Whereas, the undersigned, being the owners of at least fifty-one (51%) per cent of the tracts in Oakhaven, Unit No. 2, now desire to amend the restrictions and covenants;

Now, Therefore, the undersigned hereby agree to amend the restrictions and covenants in Oakhaven, Unit No. 2, a subdivision in Gillespie County, Texas as follows:

1. The twelve (12) foot wide utility easement along the South property line of Lot 25 of Oakhaven, Unit No. 2, a subdivision is Gillespie County, Texas, is hereby relinquished, released and waived as a provision of the restrictions and covenants of the said subdivision.

Executed the 10th day of November, 1997.

Joseph C. Neu

Amy Neu

Pioneer National Bank

By: _____

Paul N. Williams

William P. King

Shirley Ann King

Charles A. Beasley

Carol Sue Beasley

Banc One Mortgage Corp.

By: _____

Executed the 18th day of November, 1997.

Joseph C. Neu

Amy Neu

Pioneer National Bank

By: _____

Paul N. Williams

William P. King

Shirley Ann King

Charles A. Beasley

Carol Sue Beasley

Bane One Mortgage Corp.

By: _____
Jeffery Smith
Executive Vice President

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 26 day of November, 1997 by Paul N. Williams.

BARBARA J. LUNDIN
Notary Public, State of Texas
My Commission Expires
06-01-2001

Barbara J. Lundin
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 18th day of November, 1997 by William P. King.

CAROL SUE BEASLEY
Notary Public, State of Texas
My Commission Expires June 30, 2000

Carol Sue Beasley
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 18th day of November, 1997 by Shirley Ann King.

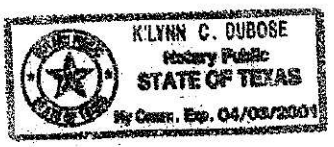
CAROL SUE BEASLEY
Notary Public, State of Texas
My Commission Expires June 30, 2000

Carol Sue Beasley
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 26th day of November, 1997 by Charles A. Beasley.

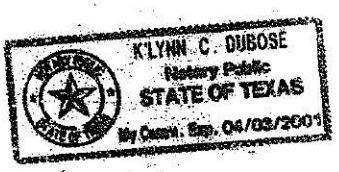



K'Lynn C. DuBose
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 26th day of November, 1997 by Carol Sue Beasley.




K'Lynn C. DuBose
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the _____ day of November, 1997 by _____, _____ of Banc One Mortgage Corporation, a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the _____ day of November, 1997 by Charles A. Beasley.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the _____ day of November, 1997 by Carol Sue Beasley.

Notary Public, State of Texas

THE STATE OF ~~TEXAS~~ INDIANA §

COUNTY OF ~~GILLESPIE~~ HENRY §

This instrument was acknowledged before me on the 26th day of November, 1997 by [illegible], Executive V.P. of Banc One Mortgage Corporation, a ~~Texas~~ Delaware corporation, on behalf of said corporation.

Notary Public, State of ~~Texas~~ Indiana

MERRI J. CRONK
NOTARY PUBLIC STATE OF INDIANA
COUNTY OF HENRY
MY COMMISSION EXPIRES FEB. 22, 2000