CJB/emh/REAL ESTATE/restrictions

SPEARS MOBILE HOMES, INC. TO THE PUBLIC

DEDICATION AND RESTRICTIONS

STATE OF TEXAS §

COUNTY OF GILLESPIE §

WHEREAS, SPEARS MOBILE HOMES, INC., is the owner of all tracts situated in OAKVIEW SUBDIVISION, PHASE II located in Gillespie County, Texas as described on a plat or subdivision map recorded in Volume 3, Page 60 of the Plat Records of Gillespie County, Texas;

WHEREAS, SPEARS MOBILE HOMES, INC. will convey the above-described lands 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 lands 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 lands 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 lands 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.

DEDICATION OF STREETS

The undersigned hereby dedicates to the public forever, for its use, the streets shown on the plat of OAKVIEW SUBDIVISION, PHASE II, which plat has heretofore been referred to and incorporated by reference herein.

DEFINITIONS

"DEVELOPER" – Developer as used in these restrictions shall refer to SPEARS MOBILE HOMES, INC., its successors or assigns, who acquire a majority of the tracts for resale purposes.

"TRACT" – Tract or tracts shall mean and be defined as a separate single family residential building site as the same is added to, subdivided and described pursuant to and in

accordance with the plat of the property and shall include any improvements from time to time constructed, erected, placed, installed or located thereon.

"OWNER" – Owner or Owners shall mean a person or persons, entity or entities, including developer, holding a fee simple interest in any portion of the property.

"PERSON" – Person or persons shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

"PROPERTY" – Property shall mean and refer to that certain real property hereinbefore described as the subdivision and more particularly described as OAKVIEW SUBDIVISION II, according to the plat of said subdivision as recorded in the Plat Records of Gillespie County, Texas.

RESTRICTIONS

1. All tracts shall be used solely for residential purposes, being limited to a single-family residence. Only one permanent residence will be permitted on any one tract.

2. A single-family dwelling house containing no less than 1,100 square feet, of combined living area and attached enclosed garage area, exclusive of porches, breezeways, carports or easements may be erected on any tract. Said dwelling shall contain a minimum of 1,100 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled. All such dwellings shall be no older than 3 years at the time they are placed on the tract.

3. All dwellings shall be skirted with (1) masonry, (2) stone, or (3) masonry product (James Hardy Board) and must be approved by Developer, prior to occupancy. The tract owner shall submit its proposal and plans for skirting of a dwelling, in a written form, to the attention of Developer. In the event Developer has not granted its written approval for the skirting in accordance with the plans within 10 days of the date of their submission, it shall conclusively be presumed that the proposed plans have been disapproved. No skirting of a dwelling which requires Developer approval shall commence until it has been approved by Developer.

4. The exterior of any building shall be completed no later than ten (10) months after laying the foundation of that respective building.

5. No hunting shall be allowed on the property at any time.

6. All dwellings shall be placed parallel to the improved subdivision road. Developer may grant variances from this restriction, in Developer's sole discretion.

7. No water well of any kind may be drilled on any tract.

8. 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 and have electric and water utilities connected to, and operable upon, the tract.

9. Mobile, modular, pre-manufactured and/or industrial built homes are specifically permitted in the subdivision. Tracts 21 through 31 may have either single or multiple section doublewide homes. Mobile, modular or pre-manufactured homes erected on all other tracts shall be of multiple sections.

10. A single-family dwelling house shall not be erected or placed on any tract closer than 50 feet from the front property line. The single family dwelling or any other buildings shall not be erected nearer than 25 feet from any side or rear property line. Placement of all animal shelters shall be to the rear of the residence and no nearer than 30 feet from any side or rear property line. The front shall be defined as that part of the tract that is along the county road. The rear shall be defined as that part farthest from the county road. Developer may grant variances from this restriction, in Developer's sole discretion.

11. Any structure placed or erected on a tract, other than a single-family dwelling house, including but not limited to garages, carports, storage buildings must be approved by Developer prior to its erection or placement. The tract owner shall submit its proposals, plans and drawings for the additional structure prior to construction to the attention of Developer at the following address: 2000 Junction Highway, Kerrville, Texas 78028. The drawing must show placement, location, and type of materials to be used in the construction of the additional structure. In the event Developer has not granted its written approval for the construction of the additional structure in accordance with the plans within ten (10) days of the date of their submission, it shall conclusively be presumed that the proposed plans have been disapproved. No construction of an additional structure which requires Developer approval shall commence until it has been approved by the Developer.

12. Tracts shall not be used for any commercial purposes.

13. No resubdivision of tracts shall be permitted.

14. A church shall not be erected on any tract in this subdivision.

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

16. Swine shall not be kept on any tract. Other livestock, pets and poultry shall be permitted provided said livestock is sheltered and kept within boundaries of said tract at all times, and 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 thereon. 4-H or FFA projects will be allowed from September through April of each year.

17. Noxious or offensive activity shall not be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the subdivision. Owners are to keep said property 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 nature beauty and value of any property in said subdivision. Garbage or refuse shall not be buried on any tract.

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

19. Tract owners shall not alter the natural drainage of surface water over and across any tract.

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

21. Owners shall comply with the policy of the Gillespie County Commissioners regarding the construction and maintenance of road entrances and culvert pipes. The policy of the Commissioners Court of Gillespie County regarding road entrances from private property or from a subdivision to a County road is as follows:

"THE LAND OWNER MUST CONTACT HIS OR HER COUNTY COMMISSIONER IN ORDER TO DETERMINE THE LOCATION, DESIGN, AND SIZE OF THE ENTRANCE. APPROVAL OF THE COMMISSIONER SHALL BE OBTAINED BY THE LANDOWNER FOR ALL WORK DONE IN RELATION TO THE INSTALLATION OF THE ENTRANCE. THE LANDOWNER WILL BE RESPONSIBLE FOR PAYING FOR ALL EXPENSES, INCLUDING LABOR AND MATERIALS, FOR THE ENTRANCE. ANY LAND OWNER WITH QUESTIONS SHOULD CONTACT HIS OR HER COUNTY COMMISSIONER."

UTILITY EASEMENTS

All dedications, limitations, restrictions and reservations shown on the plat covering the property and all grants, dedications and easements, rights-of-way, restrictions and related rights

made or reserved by Developer thereon, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Developer conveying any part of the property. Further, Developer hereby creates, declares, grants and reserves for the benefit of Developer, Central Texas Electric Cooperative, Inc. and any public or private providers of utility services to the subject property and their respective successors and assigns, a nonexclusive easement for utility purposes 10 feet in width along the side and front boundary lines, and 20 feet in width along the entire rear boundary line, of all tracts shown on the plat of the subdivision for the purposes of constructing, installing, inspecting, maintaining, repairing, and replacing from time to time any and all utility lines, systems or facilities. Further, Developer reserves the right and all owners agree to cooperate, to grant, dedicate and reserve and otherwise create at any time or from time to time rights of way easements for public utility purposes including but without limitation, gas, water, electricity, telephone, sanitary sewer, drainage and cable television within 10 feet of all side and front property lines as is necessary or efficient to supply all utilities to all tracts.

In the event there shall be a conflict or inconsistency between the dedications, limitations, restrictions, setbacks, easements and reservations shown on the plat covering the property and related rights made or reserved by Developer thereon, and the dedications, limitations, restrictions, setbacks, easements and reservations and related rights made or reserved by Developer herein (collectively "dedications and restrictions"), the dedications and restrictions contained herein shall be controlling and govern in the event of such conflict or inconsistency and each owner and the property shall be bound thereby.

AMENDMENT

The restrictions, protective covenants and conditions shall be binding upon and inure to the benefit of all parties and all persons claiming under the Developer until December 31, 2020, at which time said restrictions, protective covenants and conditions shall be automatically extended until such time as 65% of the then owners of the tracts in said Subdivision shall execute an instrument waiving or amending the restrictions, protective covenants or conditions, each tract owner having one vote per each original tract as dedicated. A tract owner shall be the record owner of legal title as shown by the Real Property Records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly 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. A copy of the amendments as recorded shall be forwarded to the last known address of all tract owners.

Notwithstanding anything to the contrary, Developer shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Developer, in its sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas.

PARTIAL INVALIDITY AND WAIVER

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.

ENFORCEMENT

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 enforce, by any proceeding at law or in equity, all 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.

Failure of Developer or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Developer, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided tracts in the Subdivision controlled by these covenants. The reservation by Developer of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Developer shall not be subjected to any claim, demand, or cause of action from any tract owner by virtue of not enforcing any restrictions herein contained.

SIGNED this the 6 day of August 2002.

SPEARS MOBILE HOMES, INC.

By: _____

Printed Name: SAMUEL L. SPEARS II

Title: President

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STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 8th day of August 2002, by Samuel L. Spears III, President of SPEARS MOBILE HOMES, INC., a Texas corporation, on behalf of said corporation

Johnna L Townsend
Notary Public, State of Texas

JOHNNA L. TOWNSEND
Notary Public, State of Texas
My Commission Expires
NOVEMBER 23, 2002

8- 5-02 17:43 BRYLA & SCHOESSOW 8309972172 # 8/ 11

FILED FOR RECORD
AT 3:52 O'CLOCK P M

024530 -- 471 574

AUG 19 2002

DEBBIE WAHL
CLERK COUNTY COURT
GILLESPIE COUNTY, TEXAS
By Colleen Ketron Deputy

THE STATE OF TEXAS }
County of Gillespie } I, DEBBIE WAHL, Clerk of the County Court of said County,

do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record on date stamped hereon and duly recorded this 20th day of August A.D. 20 02, at 11:00 o'clock a M., in the Official Public records of said County, in Volume 471, on Pages 567-574

Witness my hand and seal of the County Court of said County, at office in Fredericksburg, Texas, the day and year last above written.

DEBBIE WAHL
Clerk, County Court, Gillespie County, Texas
By Colleen Ketron Deputy
Colleen Ketron

ALEX R. FRANTZEN TO ✓THE SOUTHWESTERN STATES TELEPHONE COMPANY

EASEMENT AND RIGHT OF WAY

FORM ED-165

THE STATE OF Texas

COUNTY OF Gillespie

VOL. 89 PAGE 266

KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE Fredericksburg

ORDER NO. 278

That Alex R. Frantzen

of the County of Gillespie and State aforesaid, for and in consideration of the sum of One dollar and Dollars ($ 1.00) to Alex R. Frantzen in hand paid by THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 20 feet in width to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

Abstract or Lot	Cert. or Block	Survey or Div.	Original Grantee	acres
748	—	31	XIMINEZ, PEDRO	250

Situated in Gillespie County, State of Texas, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the easement described above, and shall be as close to the highway right of way adjoining it as possible.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 14 day of February, 1966

Alex R. Frantzen

CERT 'ATE OF ACKNOWLEDGMENT FOR INDI 'JALS

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THE STATE OF Texas

County of Gillespie

VOL. 89 PAGE 267

BEFORE ME, the undersigned authority, on this day personally appeared Alex R Frantzen

known to me to be the person (s) whose name (s) is (are) 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 14th day of February, A. D. 1966

Thos. Klinkerick

Notary Public Gillespie County, Texas

Thos. Klinkerick
Notary Public, Gillespie County, Texas

Filed for record in my office the 13th day of June A.D. 1966 at 1:54 o'clock P. M. and duly recorded the 15th day of June A.D. 1966 at 8:03 o'clock A . M. in Volume 89 , pages 266-267.

Felix Schauer, Clk. Co. Ct., Gillespie County, Texas.