CJB/emh/9/15/94/RE17

JIMMY R. PENICK TO THE PUBLIC

DEDICATION DEED

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

THAT, JIMMY R. PENICK, being the sole owner of the following described tract of land, to-wit:

944074

BEING 287.46 acres of land situated in Gillespie County, Texas, and comprises parts of the following surveys with the following approximate acreages:

255.0 acres of land, part of the Charles McKenley Survey No. 41, Abstract No. 458;

32.46 acres of land, part of the Jesus Rodriquez Survey No. 39, Abstract No. 578.

Said 287.46 acre tract of land is more fully described in Warranty Deed from Gary F. Paradise to Jimmy R. Penick executed February 18, 1994, and recorded in Volume 261, Pages 872-877, of the Real Property Records of Gillespie County, Texas.

does hereby subdivide said property into PARADISE RANCH SUBDIVISION, a Subdivision to Gillespie County, Texas, as shown by the Map or Plat thereof found of record in Volume 2, Page 54, 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 the County of Gillespie, Texas, for public use forever, the streets, alleys, water courses, and drains shown on said plat to be used as public thoroughfares, 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 the land, viz:

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

2. (a) A single family dwelling house containing no less than 1800 square feet of combined living area and attached enclosed garage area, exclusive of porches, breezeways, carports or basements may be erected on any tract. Said dwelling shall contain a minimum of 1400 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled.

(b) Multiple Story dwellings must contain not less than 1600 square feet of combined living area and attached enclosed garages on its ground floor. The living area on its ground floor shall be a minimum of 1200 square feet.

(c) Servants quarters, one guest house and outbuildings may be constructed on the property after completion of the main dwelling house. A "Bed and Breakfast" shall be defined as a guest house. The guest house and outbuildings situated on Lot #1 prior to September 1, 1994, are not a violation of these restrictions.

(d) "Bed and Breakfast", which is known as tourist lodging services within rooms of the principal residence or separate guest house situated on the tract, shall be permitted. Only one unit used as a "Bed and Breakfast" within the principal residence shall be permitted.

(e) The exterior of any building shall be completed not later than ten (10) months after laying the foundation of that respective building.

3. 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.

4. A dwelling house shall not be moved onto any tract. All dwelling houses in this subdivision shall be constructed and erected on site. The relocation or reconstruction of a structure of historic quality and integrity, to be used as an accessory building shall be permitted. Mobile, modular, pre-manufactured and or industrial built homes shall not be used as a dwelling, nor stored on any tract. The term dwelling house (for purposes set out in this paragraph) shall include servants' quarters and guest house.

5. A single family dwelling house shall not be erected on any tract nearer than 50 feet from the front, side or rear property line. Any other buildings erected shall not be nearer than 80 feet from the front property line abutting any and all streets. Other buildings shall not be erected nearer than 50 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 75 feet from any side or rear property line.

6. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicles, so long as it is not used as a permanent dwelling and is not stored closer to the street than the rear line of the residence. During the period of construction of a dwelling house, lot owners may camp in their recreational vehicles on the tract for a period not exceeding 10 months.

(a) Each tract owner shall be permitted to camp overnight in a recreational vehicle or tent for a continuous period not exceeding 15 days nor more than a total of 60 days during any calendar year, provided the tract owner is present and the campsite is no closer than 100 feet from any property line.

7. Tracts shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures).

8. Resubdivision of tracts shall not be permitted without the consent of the Developer. After December 31, 2002, any tract

may be subdivided without the consent of Developer, provided said resubdivision shall not result in any tract containing less than 3.75 acres in size and is approved by any governmental regulatory body with jurisdiction over resubdivisions.

9. A Church shall not be erected on any tract in this subdivision.

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

11. Swine shall not be kept on any tract. Other livestock, pets and poultry shall be permitted provided said livestock is sheltered and kept within the 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. Animals used for grazing said property while simultaneously raising young (ie: cow/calf operation) shall not be considered commercial breeding of animals.

12. 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 natural beauty and value of any property in said subdivision. Garbage or refuse shall not be buried on any tract.

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

14. Hunting shall be by the use of shotgun only. Prolonged or consistent discharge of firearms shall not be allowed on any tract. Any use of firearms whatsoever shall be by the Owners of tracts ONLY. Personal safety of owners and owners of neighboring tracts shall be of prime consideration. Sub-leasing for hunting is specifically forbidden.

15. Tract owners shall not alter the natural drainage of surface water over and across said tracts.

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

17. The Developer reserves unto himself and/or his assigns, an easement for utility purposes, ten (10) feet wide on each side of all lot or tract lines and roadways and twenty (20) feet along the entire perimeter (boundary) of said subdivision for the installation and maintenance of electric, telephone and utility lines and easements for anchor guy combinations wherever necessary, and reserves the right 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.

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, 2010, 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.

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.

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.

Developer as used in these restrictions shall refer to Jimmy R. Penick, his heirs, successors or assigns.

WITNESS my hand this the 4 day of OCTOBER, 1994.

Jimmy R. Penick

JIMMY R. PENICK