SCHATTENBAUM ESTATES TO THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

THAT WHEREAS, CURTIS CAMERON and wife, KATHARINE R. CAMERON, hereinafter called "Developers", are the record owners of all the tracts or parcel of land known as SCHATTENBAUM ESTATES, located in Gillespie County, Texas, as described on that certain map or plat filed for record in volume 1, page 119 of the Map and Plat Records of Gillespie County, Texas on the 25th day of November, 1985, to which map or plat and its respective record reference is expressly made for all purposes; and

WHEREAS, developers will convey the above described tracts 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 tracts shall be held, sold and conveyed subject to the following easements, reservations, 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 tracts or any part thereof, and their heirs, successors and assigns, and which easements, reservation, 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 any of the tracts in said subdivision, 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.

ARTICLE 1. DEFINITIONS

1.01. "Owner" shall refer to the record owner whether one or more persons or entity, of the fee simple title to any tract located within the above referred subdivision excluding however, those having any interest in any of said lots merely as security for the performance of an obligation.

1.02. "Tract" shall refer to those portions of land designated as tracts upon the plat and subdivision map recorded in Volume 1, page 119 of the Plat Records of Gillespie County, Texas. The term "tract" shall not include any common area, streets, nor any other reserve shown on said map and plat.

1.03. "Developer" shall mean CURTIS CAMERON and wife, KATHARINE R. CAMERON, their heirs, successors and assigns.

ARTICLE 2. MAINTENANCE

2.01. The owner of a lot shall be obligated to maintain the premises and improvements situated thereon in a neat and orderly manner and to keep the property clean and free of trash or debris and shall be prohibited from storing building materials of any kind on a tract prior to the commencement of construction of improvements.

2.02. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE 3. USE AND BUILDING RESTRICTIONS

3.01. Each tract shall be used for single family residential purposes only. Residential use shall be deemed to include, as a permitted activity, the conduct of a cottage industry by an artisan (for example, painting, photography, wood or metal working or sculpting).

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

3.03. No abandoned automobiles or other vehicle shall be permitted upon a tract or upon any road adjoining any tract except for vehicles in the process of active restoration which shall be kept so as not to be visible from the road.

3.04. All residences are to contain a minimum of 1,000 square feet of living area exclusive of porches, patios, driveways, carports, garages and any structures separate from the main dwelling. After the construction of a permanent residence, one separate guest house or garage apartment shall be permitted, to the side or rear of the permanent residence, provided the same is used as a bona fide guest house or housing for domestic help, and shall not be rented or leased separately, except for brief periods of time if the owner is participating in a bona fide bed and breakfast program.

3.05. Any building erected or moved on to a tract must be constructed of new materials, except with the written consent of the developer. No tar paper, siding or asbestos material siding may be used as permanent siding on any structure.

3.06. No structure shall be located nearer to the front lot line than 100 feet. No structure shall be located nearer to the

side lot line than 50 feet without the written consent of the owner or owners of the property adjoining the tract on the side for which approval is sought.

3.07. All construction of the exterior of all buildings erected on or moved on to a tract must be completed within one year of the commencement of construction of the improvement.

3.08. No building shall be occupied until the exterior thereof is complete, and until it is connected to a septic tank or other disposal system which has been approved by the county and or state health department. Outside toilets, except during construction phases, and cesspools are prohibited.

3.09. No structure of a temporary character, trailer, recreational vehicle, mobile home, basement, tent, shack, garage, or other out building (except guest houses or garage apartments for guests or domestic help as herein provided) shall be used on any lot at any time as a residence, either temporarily or permanently except that a mobile home may be used as a temporary residence for a period not exceeding twelve months during construction of a permanent residence at which time the same shall be removed from the tract. "Mobile home" means a structure that was transported in one or more sections which is built on a permanent chasis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

3.10. Modular homes will be permitted with the prior written consent of the developer and provided they comply with the other restrictions as contained herein. "Modular home" means a dwelling that is constructed in one or more modules at a location other than the homesite, or is constructed utilizing one

or more modular components, and which is designed to be used as a permanent residence when the modular components or modules are transported to the homesite and are joined together, or are erected, and installed on a permanent foundation system. All modular homes must be permanently skirted with materials required in Section 3.05 of these restrictions.

3.11. After completion of a permanent residence, travel trailers or other recreational vehicles may be stored on a tract, but only to the rear of the permanent residence.

3.12. None of the tracts shall be resubdivided in any fashion, prior to January 1, 2000, after which date, tracts may be subdivided provided no tract within SCHATTENBAUM ESTATES, shall be smaller than 2 acres.

3.13. Except with the written consent of the Developer, all perimeter fences shall be built of new materials, be of professional appearance, and shall be constructed to the following specifications: corners - four inch pipes set in concrete with four inch brace post set in concrete. Line posts shall be steel "T" posts, twelve (12) feet apart. Wire - 1035 netting with two barbed or cable wires on top.

3.14. Animals, including livestock and poultry, but excluding wild or dangerous game, may be kept, provided that they are confined to the owner's tract at all times, and provided they are not offensive by smell, noise, sight or otherwise. Swine may only be kept as part of a bona fide FFA or 4-H Livestock show animal project, and then only for the duration of the project. A maximum of five swine may be kept at any one time. Any outbuilding or pen used or intended to be used to contain or shelter livestock must be situated to the rear of the permanent

residence. Except as herein provided, no animals may be kept or bred on any tract, for commercial purposes.

3.15. No sign of any kind shall be displayed on any tract except one (1) sign of not more than five (5) square feet advertising the property for sale (or lease) or signs used by a builder to advertise the property during construction and sales. The developer shall be allowed to place a sign on Tract No. 1 and/or Tract No. 14, designating the identity of the development, for a period of five (5) years after the date hereof.

ARTICLE 4. EASEMENT

4.01. Perpetual easements and rights-of-way, for the installation and maintenance of utilities, are reserved as shown on the hereinbefore referred map or plat of Schattenbaum Estates, which easements are reserved for the use and benefit of any public utility operating in Gillespie County, Texas.

4.02. The right of use for ingress and egress shall be had at all times for the benefit of any authorized public utility or authorized individual or entity, over any dedicated easement, for the installation, operation, maintenance, repair, or removal of any utility, together with the right to reasonably remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

4.03. The conveyance of any tract located within Schattenbaum Estates, by contract, deed or other conveyance shall not be held to include the title to any utility or related appurtenances thereto as constructed by any public utility company or other authorized individual or entity, along or upon the hereinbefore referred easements.

ARTICLE 5. GENERAL PROVISIONS

5.01. The Developers or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions and reservations now or hereafter imposed by the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.02. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

5.03. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceably by, the Developers or the Owner of any tract subject to this instrument, and their respective legal representatives, heirs, successors, and assigns, and shall be effective until January 1, 2000, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after January 1, 2000, by an instrument signed by not less than seventy-five per cent (75%) of the tract Owners. No amendment shall be effective until duly recorded in the Deed Records of Gillespie County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained.

VOL 171 PAGE 422

EXECUTED this 11 day of December, 1985.

Curtis Cameron
Curtis Cameron

Katharine R. Cameron
Katharine R. Cameron

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THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this the 11 day of December, 1985, by CURTIS CAMERON and wife, KATHARINE R. CAMERON.

Notary Public in and for
the State of Texas

SCHATTENBAUM ESTATES TO THE PUBLIC

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

WHEREAS, by instrument entitled Declaration of Covenants, Conditions and Restrictions, dated December 11, 1985, recorded in Volume 171, Pages 416-423, Deed Records of Gillespie County, Texas, Cutis Cameron and wife, Katharine R. Cameron imposed certain restrictive covenants on that certain property known as Schattenbaum Estates Subdivision, the plat of which is recorded in Volume 1, Page 119, the Map and Plat Records of Gillespie County, Texas, and

WHEREAS, the undersigned, being all of the owners of the Lots in said Schattenbaum Estates, are desirous of amending the Declaration of Covenants, Conditions and Restrictions to prohibit the placing of modular homes on any lot within the subdivision;

NOW, THEREFORE, the undersigned hereby amend the Declaration of Covenants, Conditions and Restrictions for Schattenbaum Estates as referenced above, as follows:

Article 3.10 is hereby amended to read:

> 3.10. No modular home shall be placed on any lot or used on any lot at any time as a residence either temporarily or permanently. "Modular home" means a dwelling that is constructed in one or more modules at a location other than the homesite, or is constructed utilizing one or more modular components, and which is designed to be used as a permanent residence when the modular components or modules are transported to the homeside and are joined together, or are erected, and installed on a permanent foundation system.

Except as hereby amended, the undersigned hereby ratify and confirm all other provisions of the Declaration of Covenants, Conditions and Restrictions referenced above.

EXECUTED this 28th day of July, 1986.

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Curtis Cameron
Curtis Cameron

Katharine R. Cameron
Katharine R. Cameron

Walter O. Betz
Walter O. Betz

Gloria M. Betz
Gloria M. Betz

James Hofmann Foerster
James Hofmann Foerster

Mary Woodruff Foerster
Mary Woodruff Foerster

Leroy Cunningham
Leroy Cunningham

Dorothy Pierce Cunningham
Dorothy Pierce Cunningham

Karen Lynn Knopp
Karen Lynn Knopp

Joseph F. Dunnigan
Joseph F. Dunnigan

Betty B. Dunnigan
Betty B. Dunnigan

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this the 28th day of July, 1986, by CURTIS CAMERON.

Mary Ellen Wooster
Notary Public in and for
the State of Texas
My Commission Expires: 10-3-89

Mary Ellen Wooster
Notary Public
State of Texas
My Commission Expires 10-3-89

(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this the 25th day of July, 1986, by KATHARINE R. CAMERON.

Notary Public in and for
the State of Texas
My Commission Expires: [illegible]

[illegible]

(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF Kleberg X

This instrument was acknowledged before me on this the 1 day of August, 1986, by WALTER S. BETZ.

Notary Public in and for
the State of Texas
My Commission Expires: 1/17/87

NANNETTE PURSKI

(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF Kleberg X

This instrument was acknowledged before me on this the 1 day of August, 1986, by GLORIA M. BETZ.

Notary Public in and for
the State of Texas
My Commission Expires: 1/17/87

NANNETTE PURSKI

(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF Gillespie X

This instrument was acknowledged before me on this the 29th day of July, 1986, by JAMES HOFMANN FOERSTER.

Mary Ellen Wester
Notary Public in and for
the State of Texas
My Commission Expires: 10-5-89

89
(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF Gillespie X

This instrument was acknowledged before me on this the 29th day of July, 1986, by MARY WOODRIFF FOERSTER.

Mary Ellen Wester
Notary Public in and for
the State of Texas
My Commission Expires: 10-5-89

89
(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF Harris X

This instrument was acknowledged before me on this the 1 day of August, 1986, by LEROY CUNNINGHAM.

Geneva Smith
Notary Public in and for
the State of Texas
My Commission Expires: 8/17/89

(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF Harris X

This instrument was acknowledged before me on this the 7 day of August, 1986, by DOROTHY PIERCE CUNNINGHAM.

Notary Public in and for
the State of Texas
My Commission Expires: 8/17/87

My Commission Expires

(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this the 31st day of July, 1986, by KAREN LYNN KNOPP.

Notary Public in and for
the State of Texas
My Commission Expires: 10-5-89

Mary Ellen Wooten

My Commission Expires: 10/5/89

(Stamped or printed name
of notary)

THE STATE OF TEXAS X

COUNTY OF Gillespie X

This instrument was acknowledged before me on this the 18th day of August, 1986, by JOSEPH F. DUNNIGAN and wife, BETTY B. DUNNIGAN.

Notary Public in and for
the State of Texas
My Commission Expires: 10-11-88

Gladys Pehl
(Stamped or printed name
of notary)