HERBER-OTTMERS ENTERPRISES, INC.
ROBERT L. WALTER, ET UX TO THE PUBLIC

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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

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

THAT WHEREAS, HERBER-OTTMERS ENTERPRISES, INC., a Texas corporation, acting herein by and through its duly authorized officers, and ROBERT L. WALTER and BAMBIE WALTER, hereinafter called the "Developers", are the record owners of all of the lots or parcels of land, known as Timberidge, located in Fredericksburg, Gillespie County, Texas, as described on that certain map or plat filed for record in Volume 1, page 62, of the Map and Plat Records of Gillespie County, Texas, to which map or plat and its respective record, reference is expressly made for all purposes; and

WHEREAS, the Developers will convey the above described lots, 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 lots 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 lots and shall be binding on all parties having a right, title or interest in or to the above described lots 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 be hereafter executed in connection with any of the lots 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 ONE

DEFINITIONS

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot, 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. The term "Owner" shall include the Developers if they are record owners of fee simple title to a lot.

1.02. "Developers" shall mean and refer to HERBER-OTTMERS ENTERPRISES, INC., ROBERT L. WALTER and BAMBIE WALTER, their heirs, executors, administrators, successors and assigns.

1.03. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 1, at page 62 of the Map and Plat Records of Gillespie County, Texas.

ARTICLE TWO

EXTERIOR 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 any high weeds, grass, trash or debris of any sort and shall be prohibited from storing building materials of any kind on Owner's lot prior to the commencement of construction of improvements. No trash shall be dumped in creeks or draws.

ARTICLE THREE

USE RESTRICTIONS

3.01. This property shall be used for residential purposes only. All residences situated on Lots 1 through 5, inclusive, are to contain a minimum of 1,400 square feet of living area, and all residences situated on Lots 6 through 16, inclusive, are to contain a minimum of 1550 square feet of living area, exclusive of porches, patios, driveways, carports and garages. Any building erected on a lot must be constructed of new material. No building or structure shall be occupied or used until the exterior thereon is completely finished. The exterior of such buildings shall be completed not later than twelve (12) months after laying the foundation for the building. All residences are to be constructed so as to front upon the street or road which the lot faces. Out buildings constructed of new material and of attractive design may be constructed on the rear portion of the lot after completion of a residence.

The exterior walls of all residences, shall be constructed of masonry type materials, except however, the walls and edges of porches may be covered with lumber or lumber trim.

3.02. No dwelling shall be occupied until it is connected to a septic tank or other disposal system approved by the County and/or State Health Department. No outside toilet is permitted.

3.03. No dwelling or out building shall be erected on any lot nearer than twenty-five feet (25') from the front property line nor shall any dwelling or out building be erected nearer than six feet (6') from any side property line.

3.04. No old structures shall be moved onto a lot.

3.05. No noxious or offensive activity shall be permitted on a lot, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood.

3.06. No abandoned automobiles shall be permitted on a lot or upon any road or street adjoining a lot.

3.07. No livestock shall be kept or maintained on a lot. Pets may be kept but must be sheltered and confined to the Owner's lot.

3.08. No trailer, trailer house, mobile home, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Servants quarters may be constructed as long as they are not the main dwelling. Camping trailers, belonging to individual Owners of a lot, may be stored upon the lot, provided that same is not used for dwelling purposes.

3.09. No business, professional or commercial activity, to which the general public is invited, shall be conducted on any lot.

3.10. A lot shall not be further divided or altered to diminish its size.

3.11. All restrictive covenants and conditions herein contained shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

3.12. No modular and/or roll away and/or prefabricated homes will be allowed on any lot, except with the express written consent or a majority vote of the lot owners, each lot to be allowed one (1) vote.

3.13. No sign of any kind shall be displayed to the public view on any lot except one (1) 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. The Developers shall be allowed, however, to place a permanent sign on Lot 1 and on Lot 6, designating the identity of the development.

3.14. Yard fences may be constructed along the property lines, to enclose the rear portion of a lot, after a main residence has been constructed, provided however, the same shall not extend past the front portion of such main dwelling.

ARTICLE FOUR

EASEMENTS

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 Timberidge, which easements are reserved for the use and benefit of any public utility operating in Gillespie County, Texas.

4.02. No shrubbery, fence, or other obstruction shall be placed in any easement. 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 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. No utility company or other authorized individual or entity using the easements herein referred to shall be liable for any damage by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or to other property of the Owner situated within any such easement.

4.04. The conveyance of any lot located within Timberidge, 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 FIVE

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 enforceable by, the Developers or the Owner of any lot subject to this instrument, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein 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. The covenants, conditions and restrictions contained in this instrument may be amended during the last year of any such succeeding ten (10) year period by an instrument signed by not less than seventy-five per cent (75%) of the lot owners.

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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.

EXECUTED this 13 day of May, 1980.

HERBER-OTTMERS ENTERPRISES, INC.

ATTEST:

Clinton Herber
Clinton Herber, Secretary

BY: Wilbert Ottmers
Wilbert Ottmers, President

Robert L. Walter
Robert L. Walter

Bambie Walter
Bambie Walter

SECURITY STATE BANK AND TRUST

ATTEST:

Beatrice Rode
Beatrice Rode

BY: Kenneth W. Wahl
Kenneth W. Wahl,
Executive Vice President

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared WILBERT OTTMERS, President of HERBER-OTTMERS ENTERPRISES, INC. 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13 day of May, 1980.

LINDA STRAUBE
NOTARY PUBLIC IN AND FOR
GILLESPIE COUNTY TEXAS
MY COMMISSION EXPIRES 4/1/84

Linda Straube
Notary Public in and for
Gillespie County, Texas

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THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L. WALTER and wife, BAMBIE WALTER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of May, 1980.

LINDA STRAUBE
NOTARY PUBLIC IN AND FOR
GILLESPIE COUNTY TEXAS
MY COMMISSION EXPIRES 4/1/84

Linda Straube
Notary Public in and for
Gillespie County, Texas

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth D. Wahl, Exec. Vice President of SECURITY STATE BANK AND TRUST 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of May, 1980.

La Verne Moldenhauer
Notary Public in and for
Gillespie County, Texas

LA VERNE MOLDENHAUER
Notary Public
Gillespie County, Texas

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--Deed, Volume, 135 Pages 712-720, filmed on the 20th day of May, A.D. 1980.

DORIS LANGE, Clerk, by Debbie L. Wahl, Deputy.
Debbie L. Wahl

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HERBER-OTTMERS ENTERPRISES, INC.
WALTER'S BUILDING & SUPPLY, INC.
AND GEORGE H. SCHULTZ, ET UX, TO THE PUBLIC

AMENDED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

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

WHEREAS, HERBER-OTTMERS ENTERPRISES, INC., a Texas corporation, WALTER'S BUILDING & SUPPLY, INC., a Texas corporation, and GEORGE H. SCHULTZ and wife, MALCOLM S. SCHULTZ, are the record owners of all of the lots shown upon the plat and subdivision map of TIMBERIDGE, recorded in Fredericksburg, Gillespie County, Texas, recorded in Volume 1, page 62 of the Map and Plat Records of Gillespie County, Texas; and

WHEREAS, said parties are desirous of amending the Declaration of Covenants, and Restrictions, affecting TIMBERIDGE recorded in Volume 135, pages 712-720, of the Deed Records of Gillespie County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits to be derived herefrom, the undersigned parties agree that Article 3.01 of said Declaration of Covenants, Conditions and Restrictions shall be amended so that the same shall hereafter read as follows:

ARTICLE THREE

USE RESTRICTIONS

3.01. This property shall be used for residential purposes only. All residences situated on Lots 1 through 5, inclusive, are to contain a minimum of 1,250 square feet of living area, and all residences situated on Lots 6 through 16, inclusive, are to contain a minimum of 1,450 square feet

of living area, exclusive of porches, patios, driveways, carports and garages. Any building erected on a lot must be constructed of new material. No building or structure shall be occupied or used until the exterior thereon is completely finished. The exterior of such buildings shall be completed not later than twelve (12) months after laying the foundation for the building. All residences are to be constructed so as to front upon the street or road which the lot faces. Out buildings constructed of new material and of attractive design may be constructed on the real portion of the lot after completion of a residence.

The exterior walls of all residences shall be constructed of masonry type materials, except however, wall spaces underneath porches (not exceeding eight (8) lineal feet), gables and window trims may be covered with lumber or lumber trim.

All other provisions of the above referred original Declaration of Covenants, Conditions and Restrictions shall remain in effect, as they presently exist.

EXECUTED this the 2nd day of July, 1981.

HERBER-OTTMERS ENTERPRISES, INC.

BY: Wilbert Ottmers
Wilbert Ottmers, President

ATTEST:

Clinton Herber
Clinton Herber, Secretary

WALTER'S BUILDING & SUPPLY, INC.

BY: Robert L. Walter
Robert L. Walter, President

ATTEST:

Bambie Walter
Bambie Walter, Secretary

George H. Schultz
George H. Schultz

Malcolm S. Schultz
Malcolm S. Schultz

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

BEFORE ME, the undersigned authority, on this day personally appeared WILBERT OTTMERS, President of HERBER-OTTMERS ENTERPRISES, INC. 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of July, 1981.

MARY ELLEN WOOTEN
NOTARY PUBLIC IN AND FOR
GILLESPIE COUNTY, TEXAS
MY COMMISSION EXPIRES 10/5/81

Mary Ellen Wooten
Notary Public in and for
Gillespie County, Texas

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L. WALTER, President of WALTER'S BUILDING & SUPPLY, INC. 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, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of July, 1981.

MARY ELLEN WOOTEN
NOTARY PUBLIC IN AND FOR
GILLESPIE COUNTY, TEXAS
MY COMMISSION EXPIRES 10/5/81

Mary Ellen Wooten
Notary Public in and for
Gillespie County, Texas

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE H. SCHULTZ and wife, MALCOLM S. SCHULTZ, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of July, 1981.

LINDA STRAUBE
NOTARY PUBLIC IN AND FOR
GILLESPIE COUNTY, TEXAS
MY COMMISSION EXPIRES 4/1/84

Linda Straube
Notary Public in and for
Gillespie County, Texas