

Vol 99 pg 427

THE STATE OF TEXAS X
COUNTY OF BLANCO X

RESTRICTIVE COVENANTS AND USE LIMITATIONS
PEDERNALES PLACE UNIT 1

The Courtright Corporation (hereafter called "Owner") is the owner of the surface estate in and to the following described property situated in Blanco County, Texas:

Pedernales Place Unit 1, a subdivision of Blanco County, Texas, as shown by map or plat thereof, recorded in Volume 1, Pages 85-86, Map Records of Blanco County, Texas, reference to which is here made; (hereafter referred to as the "addition" or "subdivision".)

Owner has subdivided the addition into lots and blocks with intervening streets and easements and Owner has dedicated such streets and easements, as set forth on the above described map or plat.

1. SCOPE OF RESTRICTIONS

1.1 For the purpose of creating and carrying out a uniform plan for the improvement and sale of the addition, the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each lot in the addition as shown by such map or plat thereof.

1.2 The restrictions, conditions and use limitations herein set forth shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Owner and Owner's successors and assigns, and upon all persons acquiring property in the addition, whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to any lot in the addition, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by or on behalf of Owner conveying any lot by reference to the place of record of this instrument, and by acceptance thereof, the buyer or grantee, and all persons claiming under such buyer or grantee, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to any lot in the addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot shall be construed to be subject to the terms of this instrument.

2. DEFINITIONS

2.1 A "lot" as used herein, shall be interpreted to mean a residential building site. A "river lot" is a lot some portion of the perimeter of which is the Pedernales River. All other lots are referred to as "off-river lots".

2.2 A "corner lot" is a lot which abuts more than one street. Any lot, except a corner lot, shall be deemed to front the street or river upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smallest dimension or upon the river.

2.3 A "street" is any road, street, avenue, court, circle, lane, trail, boulevard, way or drive, designated as such on the plat of the subdivision.

2.4 A "utility easement" is any easement designated as such on the plat of the subdivision. Such easement may be used for the construction, maintenance and/or installation of any and all utilities, sewage, telephone and water drainage facilities (surface and subsurface) unless the easement is designated for a specific use on the recorded plat of the subdivision, in which event such easement may be used only for the purpose designated on such plat.

3. ARCHITECTURAL CONTROL

3.1 The Architectural Control Committee (herein called the "Committee") is composed of three (3) members. The initial members, each of whom shall serve until a successor is named as provided herein, are:

- a. Larry J. Urban, P. O. Box 6355, Corpus Christi, Texas, 78411
- b. Eugene C. Urban, P. O. Box 6355, Corpus Christi, Texas, 78411
- c. Knox Williams, III, 12420 Fitzhugh Road, Austin, Texas, 78736

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, or his designated representative, shall be entitled to any compensation for services performed hereunder. At any time, the record owners of a majority of the lots or tracts into which the addition shall then be subdivided shall have the power to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument in Blanco County, Texas, properly reflecting same.

3.2 No building, structure or improvement of any nature shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of such building, structure or improvement have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation and meeting the other standards set forth in this instrument. In addition, no substantial change in the originally approved finish grade elevation of any lot shall be made without the prior written approval of the Committee.

3.3 Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved", and returned to the lot owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

3.4 The Committee's approval or disapproval as required in these covenants shall be in writing.

3.5 The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction contained in these Restrictive Covenants where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision.

3.6 The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Restrictive Covenants.

4. GENERAL LAND USE

4.1 All lots in the subdivision shall be used for single family dwellings, and for no other purpose. No river lot shall be further subdivided. No off-river lot shall be further subdivided into lots containing less than 1-1/2 acres.

4.2 All buildings and other improvements placed on any of such lots shall be newly erected on such lot and no second-hand or used buildings or other improvements shall be moved onto any of such lots. No used or second-hand materials may be used in the exterior of such improvements unless specifically approved in advance, in writing, by the Committee.

4.3 No commercial, trade or business activity of any nature shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision or to the neighborhood. No cattle, hogs, poultry, or other animals may be kept on any lot or on any part of the subdivision, except that this paragraph shall not preclude the keeping of pets or animals other than the above mentioned animals which are ordinarily kept as pets in residential subdivisions, provided they are not kept or bred for any commercial purpose.

4.4 No outside toilet will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies, except as may be approved by the proper state and local authorities. No septic tank or other means of sewage disposal may be installed unless approved by all of the proper authorities having jurisdiction with respect thereto. The drainage of septic tanks into any public or private easement or into any road, street, alley or public ditch, either directly or indirectly, is strictly prohibited.

4.5 No sign of any kind shall be displayed to the public view except one professional sign containing not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

4.6 No structure of a temporary character, nor any trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be placed on any lot and used as a residence or dwelling, either temporarily or permanently.

4.7 Garages and outbuildings that are appurtenant to a residence may be erected only on building sites upon which a main dwelling has been erected.

4.8 House trailers, recreational vehicles, buses, trucks, boats, trailers or similar vehicles, shall not be parked in the addition except on a temporary basis and only as, where and when approved by the Committee.

4.9 Not lot shall be used or maintained as a dumping ground for rubbish or trash.

4.10 No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the building site upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.

4.11 Garbage shall be kept in sanitary containers. Such containers shall be kept in a clean and sanitary condition and shall be stored so as not to be visible from a street or from the Pedernales River.

4.12 No garage or outbuilding apartments for rental purposes will be permitted on any lot. All living quarters on the property, other than the main building, are to be for the bona fide use of the owner's or occupant's immediate family or servants only.

4.13 Construction must begin within three (3) months after the approval of the construction plan by the Committee. Completion of such improvements must take no longer than nine (9) months from the start of construction, unless delayed for some reason beyond the owner's control, in which event the Committee may extend the foregoing time limits.

4.14 Hunting on any portion of the subdivision is strictly prohibited. In addition, no firearms shall be discharged on or from any portion of the addition for any reason, whether for hunting, target practice or otherwise.

5. SPECIFIC LAND USE

5.1 Owner has provided pedestrian access to the Pedernales River for the parties hereafter specified along a strip of land designated "access easement" which abuts Lots 13, 14, 16, 17, 18, 19, 20 and 21 of Block 1 of the subdivision.

5.2 Such access easement is dedicated and provided by Owner solely and exclusively for pedestrian access to the Pedernales River by the residents of said Lots 13, 14, 16, 17, 18, 19, 20 and 21, their immediate families and house guests.

5.3 No permanent structures or improvements shall be placed, constructed or installed upon such access easement except walkways and improvements facilitating pedestrian access to the Pedernales River. Removal of trees, shrubs or other vegetation shall be limited to that necessary for construction of such walkways and pedestrian facilities, if any.

6. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

6.1 Facing: All improvements on any lot shall be constructed so as to face the abutting street or river upon which such lot fronts, as specified in paragraphs 2.1 and 2.2, or as approved by the Committee. Improvements placed on corner lots may face as approved by the Committee.

6.2 Minimum Floor Areas: No dwelling shall be permitted on any lot within the subdivision unless the floor area of the enclosed main dwelling, exclusive of porches, garages, whether attached or detached, breezeways, patios or other appendages, contains not less than one thousand (1,000) square feet.

6.3 Minimum Floor Elevation: The floor elevation of all structures constructed on any lot within the subdivision must be at an elevation above mean sea level not less than the minimum elevation established for the area by the Commissioners' Court of Blanco County, Texas, or such other governing authority having jurisdiction with respect to establishing flood control elevations.

6.4 Maximum Height: No building shall exceed the lesser of three (3) stories, or thirty-five feet (35') in height.

6.5 Building Lines: No building shall be erected on any lot or lots in the subdivision outside of any building lines shown on the map of the subdivision nor farther away from the street lot line than is determined to be in harmony with existing structures by the Committee. If no building line is shown on the map of the subdivision along the street lot line, such building line shall be twenty-five feet (25') inside of and parallel to the street lot line. There shall be a minimum side lot building line of ten feet (10'). No building shall be erected beyond the rear building line, if any, shown on the plat of the subdivision.

6.6 Foundations: The foundation of any structure must be enclosed at the perimeter with masonry or wood construction which is in harmony with the remainder of the main dwelling.

6.7 Exterior Walls: The design of and materials used in the exterior walls and surface areas of the main structure and any outbuildings constructed on any lot must be in keeping with the general architectural design of the main dwelling and other structures in the subdivision and must extend to the ground. Asbestos may be used only as approved by the Committee.

6.8 Roof: The pitch of the roof of all structures constructed on any lot must be approved by the Committee.

6.9 Fences or Walls: The design and location of all fences and walls shall be subject to approval by the Committee.

6.10 Design and Quality: All improvements constructed shall be of a design and quality of construction to withstand the minimum wind loads set forth in the Southern Standard Building Code, so as not to cause undue hazard to neighboring structures.

6.11 Upkeep: The purchaser of property in the subdivision shall keep the weeds out of the particular property owned by him and shall not permit the accumulation of trash, rubbish or other unsightly articles on the premises, or in any easement or street abutting the same. The area in all the streets between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles. Owner shall have the privilege of having said lots cleaned to comply with the above and any reasonable expense incurred in doing the same shall be paid by the owner of the respective lot or lots.

7. DURATION

The restrictions and covenants herein set forth shall continue and be binding upon Owner and Owner's successors and assigns, for a period of thirty-five (35) years from the date hereof. At the expiration of such thirty-five (35) year term the restrictions and covenants herein set out shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same are nullified or revised as herein provided. After the expiration of thirty-five (35) years from the date hereof, the owners of a majority of the lots in the subdivision, may execute and acknowledge an agreement in writing terminating or revising these Restrictive Covenants and file the same in the Office of the County Clerk of Blanco County, Texas, or in such office as conveyances of real estate may be required to be filed at such time, thereupon these restrictions and covenants shall be null, void and of no further force and effect, or shall be modified or revised as such instrument may direct.

8. AMENDMENT

At any time the owners of the legal title to seventy percent (70%) of the lots in the subdivision (as shown by the records of Blanco County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Blanco County, Texas.

9. ENFORCEMENT

The restrictions, conditions and use limitations herein set forth shall be binding upon Owner and Owner's successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each lot in the subdivision, each of whom shall be obligated and bound to observe such restrictions, conditions, and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of such lot. The violation of any such restriction, condition or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against such lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Owner, its successors and assigns, or the owners of any lot in this addition, shall have the right to enforce observance or performance of the provisions of this instrument. If any person or persons violates or attempts to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot out of the addition to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to correct such violation, or to recover damages, or to obtain such other relief for such violations as then may be legally available.

10. SEVERABILITY

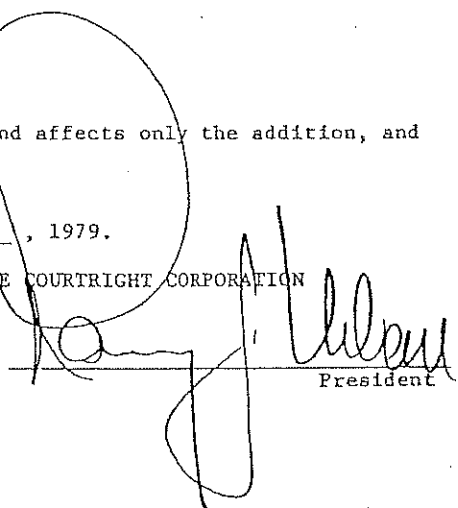
Invalidation of any of the terms, provisions or covenants contained in this instrument by judgment or court order shall not in any way affect any of the other terms, provisions or covenants set forth in this instrument which shall remain in full force and effect.

11. DEDICATION

This instrument of dedication relates to and affects only the addition, and shall not affect any other property.

DATED this 18 day of JULY, 1979.

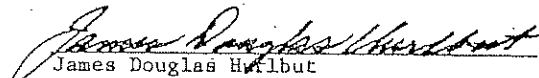
THE COURTRIGHT CORPORATION

By  President

JOINDER OF MORTGAGEES

James Douglas Hurlbut and Leta Williams Hurlbut, the present owners and holders of an indebtedness secured by the vendor's lien and by a Deed of Trust covering the above described property hereby join in the foregoing Restrictive Covenants and Use Limitations solely for the purpose of acknowledging, ratifying and approving same.

DATED JULY -20 , 1979.


James Douglas Hurlbut

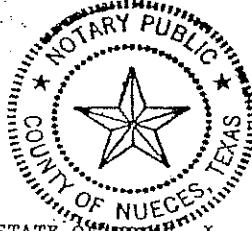

Leta Williams Hurlbut

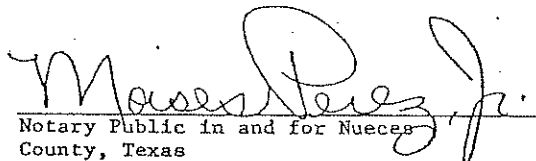
THE STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared LARRY J. URBAN, known to me to be the person whose name is subscribed to the foregoing instrument as President of The Courtright Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of JULY, 1979.




Notary Public in and for Nueces
County, Texas
My Commission Expires: 1-31-81

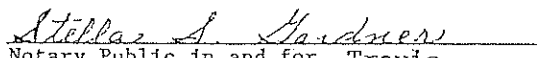
THE STATE OF TEXAS I

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared James Douglas Hurlbut, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of July 1979.




Notary Public in and for Travis
County, Texas
My Commission Expires: July 11, 1981

THE STATE OF TEXAS I

COUNTY OF Travis I.

BEFORE ME, the undersigned authority, on this day personally appeared Leta Williams Hurlbut, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of July, 1979.



Stella S. Gardner
Notary Public in and for Travis
County, Texas
My Commission Expires: July 11, 1981

FILED FOR RECORD JULY 20th, 1979 at 4:40 P. M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED JULY 23rd, 1979 at 9:10 A. M.