

## PEDERNALES SUBDIVISION RESTRICTIONS

Subject to the following limitations and restrictions:

1. That each of the tracts in Pedernales River Ranch, 5 acres or smaller, shall be used only for the placement or construction of one single family residence thereon, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such tract shall be permitted unless approved by Pedernales Property Owner's Association.
2. That no garage, shack or temporary building shall be constructed on any tract as living quarters thereon, except that detached servant's quarters or a garage apartment without any floor space limitation may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed.
3. Each main dwelling unit constructed on a tract must contain at least 800 sq. ft. of area, exclusive of porches, garages, and breezeways. Any modification of this must be approved by the Pedernales Property Owner's Association in writing.
4. That no trailer house or mobile home shall be placed or otherwise permitted in Pedernales River Ranch for use as living quarters, in connection with which, however, it is understood that one vacation type mobile home may be parked at or near a main dwelling unit on said lots provided it is not used as permanent quarters; and must be removed after 30 days in each year.
5. That the entire exterior of all main dwelling units constructed on tracts, together with the driveways, sidewalks and other exterior appurtenances thereto must be completed within one year after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs the earliest; and,
6. Barns and sheds or other buildings, except house, garage and well cover shall be set at least 200 feet from the front property line, unless otherwise approved in writing by the Pedernales Property Owner's Association;
7. That no part or portion of said subdivision shall be used as a junkyard or as an area for the accumulation of scrap or used materials and that no part of said subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in said subdivision, nor shall anything be done in said subdivision that becomes an annoyance or nuisance to the owners of other lots in said subdivision; and,
8. No re-subdivision of any tract, 5 acres or smaller, into more than two (2) parcels will be permitted without the written approval of the Pedernales Property Owner's Association. Any parcel thus formed is subject to all restrictions and limitations as herein provided, and must be at least 1 acre in size.
9. On or before January 1, 1983, Grantor shall appoint a committee (to be known as the Pedernales Property Owner's Association) of five property owners to serve for a three (3) year period; after the expiration of this three (3) year period, the committee will consist of five (5) property owners elected by a majority of the owners of property in said subdivision and a new election shall be held each three (3) years thereafter. In the event an election is not held at the time specified, the then existing committee shall continue to serve until a new one is duly elected. Any vacancies will be filled by choice of the remaining committee members. Grantor shall serve in the capacity of Pedernales Property Owner's Association until five (5) property owners are appointed or until January 1, 1983, whichever occurs earliest. The Pedernales Property Owner's Association will serve as a restrictions committee to approve building plans and to administer the road and park maintenance program.
10. No dumping of household trash, or refuse will be permitted.
11. No sign of any kind will be displayed to public view on any property except one professional sign of not more than five square feet, for sale or rent.

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12. No outside toilets shall be erected, placed or used upon said premises, but a septic system which must comply with the State, County and Community Department of Health shall be installed to accommodate sewage.

13. Only domestic animals will be permitted on any tract in said subdivision unless approved by the Pedernales Property Owner's Association with it being specifically understood that no hogs may be kept on any tract in this subdivision; and that keeping of such animals will be terminated should they create a nuisance.

14. Permanent all weather, non paved roads suitable for driving by automobiles will be constructed by seller. They will be private non-county maintained roads on a 60' easement. They will be maintained by seller until 1/1/83, at which time the Pedernales Property Owner's Association will take over maintenance. An assessment of \$30.00 per tract per year shall run against each tract for maintenance of roads and park areas. Such assessment shall be and is hereby secured by a lien on each tract and shall be payable to Pedernales Ranches on the first day of each year beginning January 1, 1980, until January 1, 1983, at which time payments shall be made to Pedernales Property Owner's Association. Said funds shall be used solely for the maintenance of Pedernales roads and parks.

15. Dedicated park areas along the Pedernales River are provided for the use of all Pedernales Ranch's owners. These areas are to be maintained until January 1, 1983 by sellers, at which time they will be deeded over to and maintained by the Pedernales Property Owner's Association.

16. If through error or oversight or mistake an owner of a tract in said subdivision builds, or causes to be built, any structure thereon which does not conform to all of the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other tracts in said subdivision. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of tracts in said subdivision to change, alter or violate any of the restrictions and limitations herein contained.

#### DURATION OF RESTRICTIONS

17. Each and all of the limitations and restrictions herein contained shall end and terminate twenty (20) years from and after this date unless continued for another similar period in the manner hereinafter provided. Within six (6) months before the expiration of said twenty year period, any five (5) owners of one or more tracts in said subdivision may call an election to be held in any building within said subdivision named in said call, at which all owners of one or more tracts in said subdivision shall be entitled to vote, one vote to be allowed each owner of each tract in said subdivision. The action taken by any such group in calling such an election shall be binding on all owners of land in said subdivision where such owners are notified by written notice by certified or registered mail thirty (30) days before any such election. The thirty days referred to shall commence running on the date said notice is mailed. The question to be presented for decision at such election is: Shall the limitations and restrictions herein contained be continued for a further term of twenty years, beginning at the expiration of the twenty year period herein provided. If a majority of the votes cast in said election shall favor the continuance of said limitations and restrictions, the results of said elections shall be set forth in a written instrument which shall be signed and acknowledged by one of those who called said elections, and filed for record in the office of the County Clerk, Blanco County, Texas, before the expiration of the present twenty year period, and such limitations and restrictions shall thus be automatically continued in full force and effect for the further period of twenty years. Any three of those who called said election shall conduct such election and shall act as the judges thereof. Where a tract is community property or a homestead, the vote may be

cast by either the husband or wife, but not by both. Where owned by joint tenants, the vote shall be cast by only one of the joint tenants. Where title to any tract or tracts is in process of adjudication in any court, such court may authorize a representative to cast the ballot for the tract or tracts involved.

18. In the event such election is held and the majority of the votes cast in such election shall be cast against the continuation of the limitations and restrictions, herein contained, then and in such event, all restrictions, limitations and conditions herein contained shall become null, void and of no further force and effect from and after the expiration of the original twenty year period herein provided for.

19. At the end of the second twenty year period, if such restrictions and limitations were imposed for the second twenty year period, another election can be held in a similar manner to determine whether or not such restrictions and limitations shall be extended for a third twenty year period, with the results to be determined in the same manner as the end of the first twenty year period. Subsequent elections may be held each and every twenty years thereafter as long as the owners of property in said subdivision desire to continue to impose such limitations and restrictions as are herein contained.

#### ENFORCEMENT OF RESTRICTIONS

20. The restrictive covenants and use limitations herein provided for on said subdivision are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to property, including the right to acquire title to property by contract or otherwise, in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot in such subdivision, including any person procuring the right by contract to acquire title to any lot in said subdivision, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations on said subdivision, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on said subdivision by virtue of the filing hereof in the Deed Records of Blanco County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictions and use limitations on such subdivision by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any tract or tracts in said subdivision or otherwise.

21. It is expressly understood that the undersigned, and their heirs, legal representatives or assigns, or any one or more of the owners of properties in said subdivision, shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, their heirs, legal representatives and assigns, or any other person or persons owning property in said subdivision, injured by virtue of any breach of the restrictions and use limitations, herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as the result of any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictions and use limitations by the owner of any tract or tracts in said subdivision it will be conclusively presumed that the other owners of tracts in said subdivision have been injured thereby, but there shall be no reversion of title from a violation of said restrictions, the violation being compensated for by injunction and/or damages.


22. Should any breach of the restrictions and use limitations herein provided for on said subdivision be held by any Court of competent jurisdiction to be invalid, void or non-enforceable for any reason, then it is expressly understood that any such adjudication or holding shall in no way affect, impair or restrict any of the other restrictive covenants and use limitations herein on said subdivision.

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23. All of the restrictions and use limitations herein contained on said subdivision shall extend to, and accordingly be binding upon, the heirs, assigns, devisees, contract holders, and owners of every kind who may acquire any real property interest of any type, nature or kind in said subdivision from the undersigned, their heirs, legal representatives and assigns.

WITNESS OUR HANDS at Blanco, Texas, this the 6th day of September, 1978.

  
Pat Maloney, Trustee

THE STATE OF TEXAS )

THE COUNTY OF BLANCO )

BEFORE ME, the undersigned authority, on this day personally appeared

Pat Maloney, 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of September 1978.


  
Notary Public In and For Blanco County, State of Texas.



FILED FOR RECORD

At 2:44 O'Clock P.M.

SEP 7 1978  
Jeffy B. Furber  
Clerk, Co. Court, Blanco County, Texas

By  DEPUTY

FILED FOR RECORD SEPTEMBER 7th, 1978 at 2:44 P.M.  
JEFFY B. FURBER, COUNTY CLERK, BLANCO COUNTY, TEXAS  
RECORDED SEPTEMBER 7th, 1978 at 3:05 P.M.