

92/272

THE STATE OF TEXAS

COUNTY OF BLANCO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

First Service Corporation, hereinafter called Declarant is the owner in fee simple of certain real property located in Blanco County, Texas, and known by official plat designation as Pedernales Ranch Estates, a subdivision pursuant to a plat recorded in the Plat Records of Blanco County, Texas, in Book 1, pages 61 through 66. On August 25, 1976, a Declaration of Covenants, Conditions and Restrictions with reference to this Pedernales Ranch Estates, was filed for record in Volume 91, Pages 904 et seq., of the Records of Blanco County, Texas. Through error or mistake, said Declaration omitted several items intended to be included therein, and this Declaration is executed by Declarant for the purpose of correcting such omissions and filed for record in substitution for such earlier Declaration.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1. "Association" shall mean and refer to the Pedernales Ranch Estates Property Owners Association, its successors and assigns.

Section 2. "Declarant" shall mean First Service Corporation and its successors and assigns provided such an assign acquires more than one undeveloped lot from Declarant for the purpose of development and resale.

Section 3. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above. No lot may be divided, resubdivided, partitioned or otherwise altered in size, unless such resubdivided unit shall be at least ten (10) acres in area. However, Declarant may divide, resubdivide, partition or otherwise alter in size the two tracts described in attached Exhibit "A" in any manner it chooses.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 5. "Member" shall mean every person or entity who holds membership in the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8. "Owner" shall mean the record owner, including Declarant, whether one or more persons or entities, of fee simple title to any lot which is a part of the pro-

erty, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 9. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. EASEMENTS AND PRIVATE ROADS

Section 1. Private roads and easements for installation and maintenance of utilities and drainage are shown on the recorded subdivision map and the Public Utility Dedication filed of record in Vol. 91, Page 899 of the Blanco County, Texas, Deed Records. Within such easements and private roads, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such private road. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

Section 2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasipublic utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of

doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable time on any day to perform such maintenance as may be authorized herein.

Section 4. The private roadways designated on the plat of the subdivision are for the private use and benefit of the owners of the lots within the subdivision as well as the owners of two adjoining tracts of land more particularly described in attached Exhibit "A";

Declarant hereby dedicates such roadways to the use of such owners of lots within the subdivision and of the above described adjoining tracts for the purposes of ingress and egress within the subdivision.

ARTICLE III. USE RESTRICTIONS

Section 1. Only one dwelling may be constructed upon a lot or resubdivided unit, which dwelling shall be designed for occupancy by no more than four families.

Section 2. Any dwelling constructed on said Lots must have a floor area of not less than 800 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, and shall be constructed of at least standard frame construction.

Section 3. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a

residence, either temporarily or permanently, except as specifically provided herein. Outbuildings shall be permitted in the subdivision if constructed of material comparable to the dwelling residence located on the property. Prior to the erection of a permanent residence on the Lot, the owner of such Lot may use such Lot for vacation or recreational purposes, and in connection with such vacation or recreational use, the owner may temporarily place a mobile home, trailer, camper or other recreational vehicle on such Lot for a period of time not to exceed a total of one year, unless the Association shall authorize an additional period of time; provided, however, that such owner shall remove such mobile home, trailer, camper or other recreational vehicle if the Association shall notify the owner in writing that such use interferes with the rights of other owners. In no event may such mobile home, trailer, camper or other recreational vehicle be used as a permanent residence.

Section 4. No commercial signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity authorized by it to engage in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Section 5. No quarrying or mining operations for commercial purposes shall be permitted on a lot, nor shall

tunnels, mineral excavations, or shafts be permitted on any lot. However, notwithstanding the above, the Declarant may remove material from any lot owned by it for the purpose of road construction and the Association may remove material from the Community Park or may buy such material from any lot owner for the purpose of maintaining the private roadways or erecting or maintaining improvements upon the Community Park.

Section 6. 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 other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. Animals, livestock, or poultry may be kept, bred, and maintained on any lot under the following conditions:

- A. No animals of any type shall be allowed to run loose.
- B. All horses, cattle or other livestock shall be kept enclosed by a suitable fencing of the lot.
- C. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring lots.
- D. However, Declarant reserves the right to lease the lots owned by it for agricultural purposes, including the raising of livestock and crops until such time as 15 lots are owned by other than Declarant, and during such time Declarant shall not be required to fence the remainder of the subdivision owned by it.

Section 8. No abandoned automobile shall be permitted to remain on any lot or in front of any lot.

Section 9. No commercial activity shall be conducted on any lot, except for the construction and maintenance of any model homes or sales offices in connection with the initial construction and sale of houses in the subdivision, unless approved by the Association.

Section 10. All lots shall provide for the disposal of waste materials through a septic tank system or other waste disposal system approved by the appropriate governmental authority, or in the failure of such authority to act, by the Association. An owner shall submit a plan with regard to such septic tank to such appropriate governmental authority or to the Association as the case might be, prior to the commencement of the construction of any permanent improvements.

ARTICLE IV. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair and maintain his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE V. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by such members. In the case of resubdivision of any original lot, other than of the tracts described in Exhibit A attached hereto, such vote shall be apportioned among the various owners of such

subdivided lots in proportion to the acreage in their respective tract.

Declarant, initially, shall appoint a three (3) member board of directors for the Association who shall serve until July 15, 1978. On July 15 of each following year the members of the Association shall meet for the purpose of electing a board of directors for that year as set forth herein. Such board of Directors shall have the powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein.

ARTICLE VI. ASSESSMENTS

Section 1. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association one (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. The annual assessments levied by the Association shall be used exclusively to promote the health,

safety, welfare and recreation of the residents of the subdivision, and for the improvement and maintenance of the community park and private roadways within the subdivision.

Section 3. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the community park or any designated private roadway. Any such assessment must be approved by a majority of the members.

Section 4. The Association's Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the County Clerk of Blanco County, a list of delinquent assessments as of this date.

Section 5. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association, acting through its board of directors, may bring an action at law against the owner personally obligated to pay the same, or may foreclose the

lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 6. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than 75% of the members on the basis of one vote per lot owned.

Section 4. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of ten (10) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least seventy-five per cent (75%) of the subdivision lots based upon one vote for each lot owned.

Section 6. Declarant shall have the right during the term of the continuation of this agreement to add to the real property within the subdivision to all or any part or parts of the two tracts described in Exhibit A and the owner of the subdivided lots within such added portion shall become members of the Association on the same terms and conditions and subject to the same restrictions as apply to owners of lots within the original subdivision.

EXECUTED at Austin, Travis County, Texas on August 24, 1976.

This correction document, though signed this 30th day of September, 1976, shall be effective as of and retroactive to August 24, 1976.

FIRST SERVICE CORPORATION

By: John J. Mahone

ATTEST:

Charles R. Shurber



THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared JOHN T. MAHONE known to me to be the person whose name is signed to the foregoing Declaration and, duly sworn by me, states under oath that he has read the said Declaration and that all the facts therein set forth are true and correct.

Sworn to before me this 30th day of September, 1976.

Cora Quinn
NOTARY PUBLIC in and for
Travis County, T e x a s



THE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN T. MAHANE, 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, as the act and deed of FIRST SERVICE CORPORATION, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of September, 1976.

Cora Quinn
Notary Public, Travis County, Texas



ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE WILLIAM RINGO SURVEY NO. 30, THE EL PASO IRRIGATION COMPANY SURVEY NO. 11 AND THE L. A. MADDOX SURVEY NO. 12 IN BLANCO COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1417.086 ACRE TRACT OF LAND AS CONVEYED TO FIRST SERVICE CORPORATION BY DEED RECORDED IN VOLUME 89, PAGE 542 OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the said 1417.086 acre First Service Corporation tract for the Northeast corner hereof;

THENCE along the East line of the said First Service Corporation tract, S 09° 33' 16" E for a distance of 475.59 feet and S 01° 03' 51" E for a distance of 4852.90 feet to a point in the East r.o.w. line of F. M. Road No. 1323 for the most Southerly corner hereof;

THENCE along the East-r.o.w. line of the said F. M. Road No. 1323, N 34° 44' 47" W for a distance of 2489.77 feet to a point of curve;

THENCE along a curve to the right whose radius is 2824.83 feet and whose chord bears N 27° 18' 31" W for a distance of 730.10 feet to a point of tangency;

THENCE continuing the East r.o.w. line of the said F. M. Road No. 1323, N 19° 52' 19" W for a distance of 2749.88 feet to a point in the North line of the said First Service Corporation tract for the Northwest corner hereof;

THENCE along the North line of the said First Service Corporation tract, N 89° 05' 06" E for a distance of 2520.11 feet to the PLACE OF BEGINNING and containing 184.011 acres of land, more or less.

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE WILLIAM RINGO SURVEY NO. 30 IN BLANCO COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1,417.086 ACRE TRACT OF LAND AS CONVEYED TO FIRST SERVICE CORPORATION BY DEED RECORDED IN VOLUME 89, PAGE 542 OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southwest corner of the said 1417.086 acre First Service Corporation tract for the Southwest corner and PLACE OF BEGINNING hereof;

THENCE along the West line of the said First Service Corporation tract, N 00° 35' 45" W for a distance of 349.86 feet to a point in the approximate center line of Pedernales River for the Northwest corner hereof;

THENCE along the approximate center line of the said Pedernales River, for the following courses:

S 87° 52' E for a distance of 1019.41 feet

S 73° 20' E for a distance of 885.0 feet

S 67° 16' E for a distance of 1400.0 feet

S 61° 14' E for a distance of 1510.00 feet to a point for the Northeast corner hereof;

THENCE along the Southeasterly line of the said First Service Corporation tract, S 00° 58' E for a distance of 1390.02 feet to a point at a Southerly corner of the said First Service Corporation tract for the Southeast corner hereof;

THENCE along the South line of the said First Service Corporation tract, S 88° 44' 06" W for a distance of 4474.99 feet to the PLACE OF BEGINNING and containing 251.21 acres of land, more or less.

FILED FOR RECORD OCTOBER 7th, 1976 at 3:55 P. M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED OCTOBER 7th, 1976 at 4:45 P. M.