

I.

DEFINITIONS

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Tract" shall refer to any portion of the Property, as owned by any Owner.

II.

RESTRICTIONS

1. No dwelling home shall be moved onto any tract. Any dwelling shall be constructed on site. Relocation or reconstruction of a structure of historic quality and integrity shall be permitted. No mobile, modular, pre-manufactured and/or industrial built home shall be used as a dwelling or stored on any tract except as a temporary construction office during active construction of a building, but not longer than twelve (12) months.
2. Swine shall not be kept on any tract other than in connection with a sanctioned 4-H or FFA livestock project. Other livestock, pet and poultry shall be permitted provided said livestock is kept within the boundaries of said tract at all times, and they are not offensive to adjacent landowners by smell, sound, or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals, except horses, conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.
3. No structure of a temporary character, trailer, camper, tent, shack, garage, or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently, subject to the preceding Section 1..
4. Tracts shall not be used for any commercial purposes, including RV parks, except permanent agricultural crops including vineyards, fruit trees, flowers, native species, pecan groves and permanent grass (hay meadows or grazing pastures) shall be permitted. No industrial pursuit or enterprise shall be permitted to be conducted on any tract. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties, including but not limited to, those activities

as set forth in 4.a.:

- a. Auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture
 - b. Agricultural use and the processing of agricultural goods into commercial products are not declared to be a prohibited industrial pursuit or enterprise. Vineyards, wineries, including wine tasting operations, commercial wine production operations and related wine industry enterprises are permitted, however, pick your own or harvest party events or operations are prohibited.
 - c. Employed helpers and/or guest quarters which may also be operated as Bed and Breakfasts, not to exceed two (2) total units, are permitted.
 - d. Cottage industries, such as an artisan, i.e. artist, painter, photographer, wood, metal, clay or glass sculptor or fabricator and other similar activities are permitted.
5. In addition to structures permitted in Section 4.c., an owner may construct other ancillary structures necessary to fulfill their use and enjoyment of the property, such as barns or stalls, a studio, a workshop or storage facility. The ancillary buildings are for the personal use and benefit of the owners and are not available as rentals to the general public, which would increase traffic throughout the Property.
 6. No cellular tower or other type of commercial tower shall be erected or placed upon the property.
 7. Abandoned or inoperative equipment, vehicles, or junk shall not be permitted or stored on any tract or any portion of the ingress, egress easement.
 8. Noxious or offensive activity shall not be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the owners of the tracts. (Example - constant discharge of firearms). However, this doesn't preclude owners from pursuing hunting activities of Texas wildlife and game. Owners are to keep said property free of litter at all times. Disposal of any kind shall not be allowed that would adversely affect the natural beauty and value of the Properties. Garbage or refuse shall not be buried on any tract.
 9. Surfacing, mining (including, but not limited to stone, gravel, sand, caliche), exploration of any type which will damage the surface is prohibited. Road material, including gravel or caliche, used to construct roads on the property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition.

10. No building or structures of any type, except a well or pump house, may be erected on any tract nearer than three hundred (300) feet from a common interior side property line of any tract and not nearer than three hundred (300) feet from the property line adjacent to the access road easement of any tract.
11. A tract shall not serve as the servient estate for road easements to other property outside of the Property nor for the dedication and installation of any public road or roads.

The above restrictive covenants shall run with and bind the herein described premises and shall be effective until the expiration of twenty-five (25) years after the date of this deed, and shall be binding upon the Grantee, their successors or assigns.

III.

GENERAL PROVISIONS

3.01. ENFORCEMENT. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserve the right to enforce this Declaration, though it may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.

3.02. PARTIAL INVALIDITY. 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.

3.03 AMENDMENT. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole judgement. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

3.04 WAIVER AND LACHES. The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Failure of Declarant, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.