

WHITE OAK RANCH, L.C., ET AL

AND

MARCUS ALLEN BENNETT, ET AL

RESTRICTIVE COVENANT AGREEMENT

THE STATE OF TEXAS)

COUNTY OF GILLESPIE)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made this 5th day of August, 1994, by and among the undersigned parties;

WHEREAS, the undersigned are the respective owners of the following described contiguous and adjoining tracts of land:

Being a part of a 738.8 acre tract of land described in a deed to M. E. Bennett recorded in Volume 97, Page 82 of the Deed Records of Gillespie County, Texas and being more particularly described by metes and bounds in the following Exhibits attached hereto and made a part of this instrument:

<u>Tract No.</u>	<u>Exhibit</u>	<u>Owned By</u>
1	"A"	White Oak Ranch, L.C.
2	"B"	Marcus Allen Bennett
3	"C"	Timothy Whitcomb Bennett
4	"D"	Mary Ann Bennett
5	"E"	Peter Haskell Bennett
6	"F"	Marcus Allen Bennett
7	"G"	Peter Haskell Bennett
8	"H"	Timothy Whitcomb Bennett

(hereinafter referred to collectively as "the Properties"); and

WHEREAS, it is the desire and intention of all of the parties hereto to restrict said land according to a common plan as to permissible usage, so that all of the Properties shall be benefited and each successive owner of a or part of said Properties shall be benefited by the preservation of the value and the character of said Properties,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements of the parties hereto, each to the other as Covenantors and Covenantees, and expressly for the benefit of, and to bind, their successors in interest, the said parties agree as follows:

1. Prohibited Uses. No structure of a temporary

character, trailer, mobile home, tent, shack, garage or other outbuilding shall be used on any of the Properties at any time as a residence, either temporarily or permanently. No mobile home shall be placed or permitted to remain on any of the Properties at any time.

2. Animals and Livestock. The number of animals, livestock or poultry kept on any of the Properties shall be restricted as follows:

<u>Description</u>	<u>Maximum number permitted per acre(s) owned</u>
Cow	1 per every 2 acres
Pig	1 per every 10 acres (*)
Goat	2 per every 1 acre
Sheep	2 per every 1 acre
Horse	1 per every 2 acres
Pigeons	100 per every 1 acre
Chickens	20 per every 1 acre
Turkeys	5 per every 1 acre

(*) The offspring of a pig shall not be counted in computing the maximum number allowed per acre until such offspring attain the age of three (3) months.

3. Enclosures for Animals and Livestock. No category of animals, livestock or poultry described above shall be confined for any period of longer than one (1) week in a pen, fence, or wall which encloses less than one (1) acre such that the population of any such category reaches a density greater than that permitted per acre, unless said enclosure is located at least 50 feet or more from any adjoining owner's property line. This particular restriction may be waived by obtaining the written consent of any and all adjoining owner(s) whose property line(s) are located 50 feet or closer to any such enclosure.

4. Subdivision or Resubdivision. None of the said Properties shall be subdivided or resubdivided in any fashion which would result in the conveyance, sale, transfer, exchange or lease of any tract or parcel consisting of less than twenty (20) acres.

5. General Provisions

(a) Enforcement. Any owner of all or any part of the Properties shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this

Restrictive Covenant Agreement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

(c) Duration and Amendment. The covenants, conditions and restrictions of this Restrictive Covenant Agreement shall run with and bind the Properties, and shall inure to the benefit of, and be enforceable by the owner of any of the Properties or any portion(s) thereof, and their respective legal representatives, heirs, successors, and assigns, unless amended as provided herein, until January 1, 2034, at which time they will automatically expire. The covenants, conditions, and restrictions may be amended at any time prior to expiration by an instrument signed by all of the Owners of the Properties, or any portion(s) thereof. No amendment shall be effective until recorded in the real property records of Gillespie County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WHITE OAK RANCH, L.C.

By: Timothy Whitcomb Bennett
Printed name: TIMOTHY WHITCOMB BENNETT
Title: PRESIDENT

Marcus Allen Bennett
MARCUS ALLEN BENNETT

Timothy Whitcomb Bennett
TIMOTHY WHITCOMB BENNETT

M.A. Bennett
MARY ANN BENNETT

Peter Haskell Bennett
PETER HASKELL BENNETT

THE STATE OF ^{NEW MEXICO} TEXAS)
COUNTY OF Bernalillo)

This instrument was acknowledged before me on the 5th
day of August, 1994 by Timothy Whitcomb BENNETT,
PRESIDENT of White Oak Ranch L.C..

Nada T. Salem
NOTARY PUBLIC STATE OF TEXAS
Notary's printed name:
My commission expires:
4/25/98

THE STATE OF ^{NEW MEXICO} TEXAS)
COUNTY OF Bernalillo)

This instrument was acknowledged before me on the 5th
day of August, 1994 by MARCUS ALLEN BENNETT.

Nada T. Salem
NOTARY PUBLIC, STATE OF TEXAS
Notary's name printed:
My commission expires:
4/25/98

THE STATE OF ^{New Mexico} ~~TEXAS~~)

COUNTY OF Bernalillo)

This instrument was acknowledged before me on the 5th
day of August, 1994 by TIMOTHY WHITCOMB BENNETT.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's printed name:
Nada T. Salem
My commission expires:

THE STATE OF ^{New Mexico} ~~TEXAS~~)

COUNTY OF Bernalillo)

This instrument was acknowledged before me on the 5th
day of August, 1994 by MARY ANN BENNETT.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's printed name:
Nada T. Salem
My commission expires:

THE STATE OF ^{New Mexico} ~~TEXAS~~)

COUNTY OF Bernalillo)

This instrument was acknowledged before me on the 5th
day of August, 1994 by PETER HASKELL BENNETT.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's printed name:
Nada T. Salem
My commission expires:
4/25/98