

SAM R. MORIN, ET UX

TO

THE PUBLIC

RESTRICTIONS

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

WHEREAS, SAM R. MORIN and wife, MARY E. MORIN, hereinafter called declarants, are the owners of all that certain real property located in Gillespie County, Texas known as Morin Subdivision according to the map or plat thereof as recorded in Volume 1, Page 102 of the Plat Records of Gillespie County, Texas, hereinafter called "the property"; and

WHEREAS, declarant desires to impress the property with certain protective restrictions, covenants and conditions; and

THEREFORE, it is hereby declared that all of the property shall be held, sold and conveyed subject to the following restrictive covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title or interest in or to the property or any part thereof, and their heirs, successors and assigns and which such restrictions, covenants and conditions shall inure to the benefit of each owner thereof:

1. No portion of the property 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 incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

2. No junk yards, junk storage, or wrecking yard shall be located on the property.

3. No inoperable or abandoned vehicle (the term vehicle includes farm equipment) shall be kept or maintained on the property, or upon any street adjoining the property, with the exception of antique or classic vehicles which are in the active process of restoration, and with the further exception of vehicles being actively repaired by a car repair business.

4. All property and improvements located thereon shall be maintained in a neat and orderly manner and the property kept clean and free of trash or debris. Any building or other materials, manufacturing components, machinery, or other storage items must be kept and stored in a neat, orderly and not unsightly manner.

5. The property or any part thereof, shall not be used for or in connection with the following purposes: slaughtering, the manufacture of acid, ammonia, carbon black, cement, plaster, lime, chlorine, or explosives, automobile (or other vehicles) salvage or wrecking, rendering, tanning, curing of animal skins, the storage of explosives, acid, ammonia, other dangerous substances, tire retreading, "go-cart" racing, or any other use causing excessive smoke, noise, gas, fumes, dust, odor, vibration or danger of fire or other hazard.

The declarant or any owner of the property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions or covenants now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one or more of these covenants or restrictions or conditions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall enure to the benefit of and be enforceable by the declarant or owner of any part of the property subject to this declaration, and their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this declaration is recorded.

EXECUTED by said declarant this the 10th day of
July, 1985.

Sam R. Morin
Sam R. Morin

Mary E. Morin
Mary E. Morin

THE STATE OF TEXAS X
COUNTY OF GILLESPIE X

This instrument was acknowledged before me on this the
10th day of July, 1985, by SAM R. MORIN and
wife, MARY E. MORIN.

Anthony Sauer
Notary Public in and for
the State of Texas
My Commission Expires:

Anthony Sauer
Notary Public in and for
The State Of Texas
My Commission Expires 10/4/85

(Stamped or printed name
of notary)

SAM R. MORIN, ET UX, ET ALTOTHE PUBLICAMENDMENT OF RESTRICTIVE COVENANTSI.

WHEREAS, HILL COUNTRY COMMUNITY PRESS, INC. ("Hill Country Community Press") is the owner of Lot No. 1, Morin Subdivision, situated in Gillespie County, Texas, MICHAEL D. SHARP WATER DISTRIBUTING, INC. ("Sharp") is the owner of Lot Nos. 2 and 3, Morin Subdivision, situated in Gillespie County, Texas, MARK ERIC MORIN ("Morin") is the owner of Lot No. 4, Morin Subdivision, situated in Gillespie County, Texas, SAM R. MORIN and wife, MARY E. MORIN ("Morins") are the owners of Lot No. 5 and Lot No. 7, Morin Subdivision, situated in Gillespie County, Texas, and PRODUCING ROYALTIES, INC. ("Producing Royalties") is the owner of Lot No. 6, Morin Subdivision, situated in Gillespie County, Texas; and

II.

WHEREAS, restrictive covenants were placed on Morin Subdivision, situated in Gillespie County, Texas, by instrument dated July 10, 1985, recorded in Volume 168, Pages 436-438 of the Deed Records of Gillespie County, Texas ("Restrictions"), and whenever in this document reference is made to the aforesaid restrictive covenants, it shall automatically refer to and include the restrictions and covenants set forth in the above referred to document; and

III.

WHEREAS, the undersigned desire to amend the restrictions and covenants as hereinafter set forth:

IV.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefitting hereof, the undersigned hereby agree that the restriction contained in said Restrictions as outlined in Paragraph 5, be and is hereby amended so that after amendment it shall read as follows:

5. The property or any part thereof, shall not be used for and in connection with the following purposes:

Slaughtering; the manufacture of acid, ammonia, carbon black, cement, plaster, lime, chlorine, or explosives; automobile (or other vehicles) salvage or wrecking; rendering, tanning, or curing of animal skins; the storage of explosives or hazardous material in violation of state or federal rules, regulations or statutes; tire retreading; go cart racing, or any other use causing excessive smoke, noise, gas, fumes, dust, odor, vibration, or danger of fire, or other hazard. Hazardous material as used herein means "hazardous substance", "pollutant" or "contaminate", and "petroleum", and "natural gas liquids" as those terms are defined and used in Section 101 of CERCLA.

Other than as amended hereby, said Restrictions are hereby ratified and confirmed by the undersigned.

This instrument may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts are to be construed together and will constitute one and the same instrument, and the signature page and acknowledgment page of each document may be attached to one instrument for convenience or for recording.

EXECUTED this the 22nd day of July, 2002.
(Signatures and acknowledgments on following pages)

Signature and acknowledgment page for Amendment of Restrictive Covenants dated 7-30-22, 2002, from Sam R. Morin, et ux, et al to The Public.

HILL COUNTRY COMMUNITY
PRESS, INC.

By: Terrill D. Collier

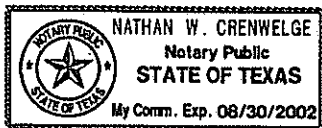
Printed Name: Terrill D. Collier

Office Held: President

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 30th day of JULY, 2002, by TERRILL D. COLLIER, PRESIDENT of HILL COUNTRY COMMUNITY PRESS, INC., a Texas corporation, on behalf of said corporation.



Nathan W. Crenwelge
Notary Public in and for
the State of Texas

Signature and acknowledgment page for Amendment of Restrictive Covenants dated July 22, 2002, from Sam R. Morin, et ux, et al to The Public.

MICHAEL D. SHARP WATER
DISTRIBUTING, INC.

By: _____

Printed Name: _____

Office Held: _____

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the ____ day of _____, 2002, by _____, _____ of MICHAEL D. SHARP WATER DISTRIBUTING, INC., a Texas corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

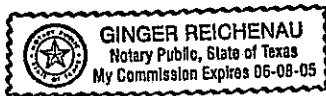
Signature and acknowledgment page for Amendment of Restrictive Covenants dated July 22, 2002, from Sam R. Morin, et ux, et al to The Public.

Mark Eric Morin
MARK ERIC MORIN

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 22nd day of July, 2002, by MARK ERIC MORIN.



Ginger Reichenau
Notary Public in and for
the State of Texas

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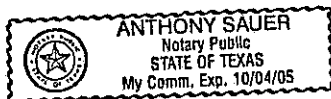
Signature and acknowledgment page for Amendment of Restrictive Covenants dated
July 22, 2002, from Sam R. Morin, et ux, et al to The Public.

Sam R. Morin
SAM R. MORIN

Mary E. Morin
MARY E. MORIN

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 30 day of Sept.,
2002, by SAM R. MORIN and wife, MARY E. MORIN.



Anthony Sauer
Notary Public in and for
the State of Texas

Signature and acknowledgment page for Amendment of Restrictive Covenants dated
July 22, 2002, from Sam R. Morin, et ux, et al to The Public.

PRODUCING ROYALTIES, INC.

By: P. L. Payne, Jr.
Printed Name: P. L. PAYNE, JR.
Office Held: President & CEO

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 21st day of July,
2002, by P. L. Payne, Jr., President & CEO of
PRODUCING ROYALTIES, INC., a Texas corporation, on behalf of said corporation.



Ginger Reichenau
Notary Public in and for
the State of Texas

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