

821 854

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191

AMENDMENT TO RESTRICTIVE COVENANTS

THE STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT:

201596

WHEREAS, HUBERT P. DAVIS and R. BURNELL BURNETT subdivided 176.71 acres of land out of the Isaac Pace Survey in Hays County, Texas, into seventeen (17) tracts of land to be known as the "WIMBERLEY HEIGHTS RANCHES", a copy of which plat is attached hereto as Exhibit "A" and by reference incorporated herein; and,

WHEREAS, subsequent to the subdivision of said land on March 31, 1969, the said R. BURNELL BURNETT and HUBERT P. DAVIS did sell said seventeen (17) tracts of land and placed restrictive covenants against each tract of land as they were sold, a copy of said restrictive covenants is attached hereto as Exhibit "B" and by reference incorporated herein; and,

WHEREAS, said restrictive covenants provided that after January 1, 1990, the covenants listed therein may be altered or changed by two-thirds (2/3) majority vote in acreage of then current owners; and,

WHEREAS, the undersigned, being the current owners of at least two-thirds (2/3) of the total acreage in the subdivision do hereby wish to alter and amend the existing restrictive covenants to allow a resubdivision of each tract of land into two (2) parts with each re-subdivided tract to contain not less than 3.0 acres each; to increase the minimum square footage of any residence to be built to contain not less than 1200 square feet exclusive of garage and other appendage; and, further, to prohibit the future placement of mobile homes or manufactured housing on any tract in the subdivision, except during construction of a primary residence for a period not longer than six (6) months.

NOW, THEREFORE, in consideration of the mutual agreements to alter and amend the original restrictive covenants and the payment of TEN AND NO/100 DOLLARS (\$10.00) each to the other having been paid, the receipt thereof being hereby acknowledged, the undersigned being the current owners of at least two-thirds (2/3) of the acreage in the said subdivision, being more than 117.87 acres, do hereby amend the original restrictive covenants as follows:

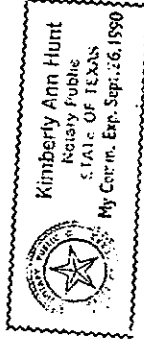
#1. No more than one single family residence shall be erected on any tract. Each tract may be subdivided once in two (2) tracts only, with it being understood that each re-subdivided tract shall contain not less than 3.0 acres each.

#2. All residences and outbuildings shall be of new construction with plans and specifications to be submitted to an Architectural Control Committee composed of at least three (3) property owners. Residences shall have a total square footage of not less than 1200 square feet exclusive of garage and other appendages and shall be constructed no closer than 50 feet to the road and no closer than 30 feet to the side property lines.

#6. No mobile homes or manufactured housing may be placed on any tract for use as a residence after the date of execution of this instrument.

It is expressly understood that all other restrictive covenants remain unchanged.

WITNESS OUR HANDS, this 21<sup>st</sup> day of January, 1990.



Harry A. Maignaud  
HARRY A. MAIGNAUD

Jean Maignaud  
JEAN MAIGNAUD

OWNER: LOT(S) 13, ACRES:  
NUMBER OF ACRES: 12.86

STATE OF TEXAS  
COUNTY OF HAYS

This instrument acknowledged before me on this the 21<sup>st</sup> day of January, 1990, by HARRY A. MAIGNAUD and JEAN MAIGNAUD, owners of the above stated lots.

Kimberly Ann Hunt  
Notary Public, State of Texas  
Notary's printed name: Kimberly Ann Hunt  
My commission expires: 9-26-90

821 856

SIGNATURE PAGE NO. 1  
AMENDMENT TO RESTRICTIVE COVENANTS  
OF THE WIMBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

WITNESS OUR HANDS this 21 day of Feb, 1990.

NAME: Raymond Biggs

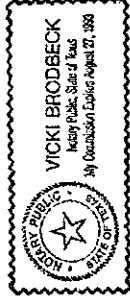
NAME: \_\_\_\_\_

OWNER: LOT(S) 1  
NUMBER OF ACRES: 7.11

STATE OF TEXAS    1

COUNTY OF HAYS    1

This instrument acknowledged before me on this the 29<sup>th</sup> day of February, 1990, by Raymond Biggs, ~~and~~ \_\_\_\_\_, owners of the above stated lots.



Vicki Brodbeck  
Notary Public, State of Texas  
Notary's printed name: VICKI BRODBECK  
My commission expires: 8-27-93

SIGNATURE PAGE NO. 2  
 AMENDMENT TO RESTRICTIVE COVENANTS  
 OF THE WIMBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

WITNESS OUR HANDS this 13 day of February, 1990.

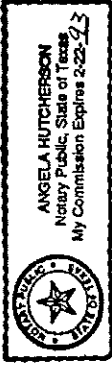
NAME: Alexand F. Chamberlain

NAME: Barbara N. Chamberlain

OWNER: LOT(S) No. 3  
 NUMBER OF ACRES: 10.5

STATE OF TEXAS    |  
 COUNTY OF HAYS    |

This instrument acknowledged before me on this the 13 day of February, 1990, by Alexand F. Chamberlain and Barbara N. Chamberlain, owners of the above stated lots.



Angela Hutcherson  
 Notary Public, State of Texas  
 Notary's printed name:  
 My commission expires: \_\_\_\_\_

821 858

SIGNATURE PAGE NO. 3  
AMENDMENT TO RESTRICTIVE COVENANTS  
OF THE WIMBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

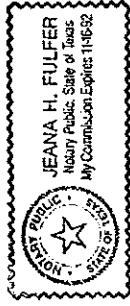
WITNESS OUR HANDS this 16 day of February, 1990.

NAME: Niles K. Brill

NAME: \_\_\_\_\_  
OWNER: LOT(S) 4  
NUMBER OF ACRES: 5.01

STATE OF TEXAS    |  
COUNTY OF HAYS   |

This instrument acknowledged before me on this the 16<sup>th</sup> day of February, 1990, by Niles K. Brill and \_\_\_\_\_, owners of the above stated lots.



Jeana H. Fulfer  
Notary Public, State of Texas  
Notary's printed name:  
My commission expires: 11-16-92

SIGNATURE PAGE NO. 4  
 AMENDMENT TO RESTRICTIVE COVENANTS  
 OF THE WIMBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

WITNESS OUR HANDS this 16th day of March, 1990.

Louis W. Bains  
 NAME: Louis W. Bains

Margaret L. Bains  
 NAME: Margaret L. Bains

OWNER: LOT(S) 4 & 5

NUMBER OF ACRES: 11.80

STATE OF TEXAS    |

COUNTY OF HAYS    |

This instrument acknowledged before me on this the 16th day of March,

1990, by Louis W. Bains and Margaret L. Bains, owners of

the above stated lots.



Vicki Brodbeck  
 Notary Public, State of Texas

Notary's printed name: Vicki Brodbeck

My commission expires: 8-27-93

821 860

SIGNATURE PAGE NO. 5  
AMENDMENT TO RESTRICTIVE COVENANTS  
OF THE WINBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

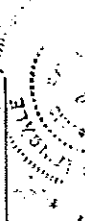
WITNESS OUR HANDS this 5 day of March, 1990.

NAME: Judy Nichols

NAME: STEVEN P. NICHOLS  
OWNER: LOT(S) 6 TRACT  
NUMBER OF ACRES: 7.36

STATE OF TEXAS    1  
COUNTY OF HAYS   1

This instrument acknowledged before me on this the 5 day of March, 1990, by Judy Nichols and Steven Nichols joint owners of the above stated lots.



Janet C. Nightingale  
Notary Public, State of Texas  
Notary's printed name: Janet C. Nightingale  
My commission expires: 7/3/93

SIGNATURE PAGE NO. 6  
AMENDMENT TO RESTRICTIVE COVENANTS  
OF THE WIMBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

WITNESS OUR HANDS this 5th day of February, 1990.

  
NAME: Willis M. Knight

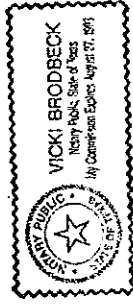
  
NAME: Mary J. Knight

OWNER: LOT(S) 8 & 9  
NUMBER OF ACRES: 9.90 & 9.91

STATE OF TEXAS    1

COUNTY OF HAYS    1

This instrument acknowledged before me on this the 5th day of February,  
1990, by Willis M. Knight and Mary J. Knight, owners of  
the above stated lots.



  
Notary Public, State of Texas  
Notary's printed name:  
Vicki Brodbeck  
My commission expires: 8-27-93



821 862

SIGNATURE PAGE NO. 7  
AMENDMENT TO RESTRICTIVE COVENANTS  
OF THE WIMBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

WITNESS OUR HANDS this 5TH day of MARCH, 1990.

EDGAR W. CLARK

NAME: Edgar W. Clark

MARIA RIDLEY CLARK

NAME: Maria Ridley Clark

OWNER: LOT(S) 10

NUMBER OF ACRES: 0.52

STATE OF TEXAS |  
COUNTY OF HAYS |

This instrument acknowledged before me on this the 5TH day of MARCH, 1990, by EDGAR W. CLARK and MARIA RIDLEY CLARK, owners of the above stated lots.

EMMA GARCIA

Notary Public, State of Texas

Notary's printed name:

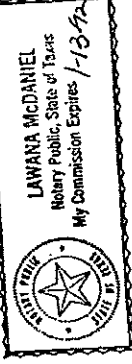
My commission expires: 05/05/92

WITNESS OUR HANDS this 1 day of February, 1990.

NAME: Edith L. Kidd

COUNTY OF ~~BERKS~~ 1  
This instrument acknowledged before me on this the 1 day of February,  
1990, by Glenn W. Kidd and Edith L. Kidd, owners of  
the above stated lots.

*Lawana McDaniel*  
Notary Public, State of Texas  
Notary's printed name: Lawana McDaniel  
My commission expires: 1-13-92



821 864

SIGNATURE PAGE NO. 9  
AMENDMENT TO RESTRICTIVE COVENANTS  
OF THE WIMBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

WITNESS OUR HANDS this 25 day of January, 1990.

NAME: \_\_\_\_\_

John L. East

NAME: \_\_\_\_\_

Dollie K. East

OWNER: \_\_\_\_\_

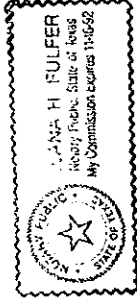
LOT(S) 14

NUMBER OF ACRES: 13.17

STATE OF TEXAS   ↓

COUNTY OF HAYS   ↓

This instrument acknowledged before me on this the 25 day of January, 1990, by John L. East and Dollie K. East, owners of the above stated lots.



Jana H. Fulfer  
Notary Public, State of Texas

Notary's printed name:

My commission expires: 11-16-92

SIGNATURE PAGE NO. 10  
 AMENDMENT TO RESTRICTIVE COVENANTS  
 OF THE WINBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

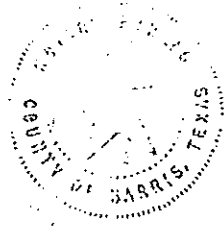
WITNESS OUR HANDS this 13 day of February, 1990.

NAME: Julietta Parra Ducote  
Julietta Parra Ducote

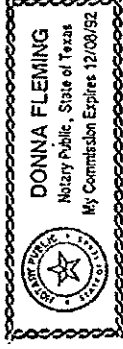
NAME: \_\_\_\_\_  
 OWNER: LOT(S) 15  
 NUMBER OF ACRES: 10.28

STATE OF TEXAS    1  
 COUNTY OF HAYS    1

This instrument acknowledged before me on this the 13 day of February, 1990, by Julietta Ducote and \_\_\_\_\_, owners of the above stated lots.



Donna Fleming  
 Notary Public, State of Texas  
 Notary's printed name:  
 My commission expires: 12/8/92



821 866.

SIGNATURE PAGE NO. 11  
AMENDMENT TO RESTRICTIVE COVENANTS  
OF THE WIMBERLEY HEIGHTS RANCHES

We, the undersigned, do hereby ratify, confirm, and consent to the alteration and amendment of the original restrictive covenants as hereinbefore stated.

WITNESS OUR HANDS this 22 day of February, 1990.

Robert Cockrill  
NAME: Robert Cockrill

Billie A. Cockrill  
NAME: Billie A. Cockrill  
OWNER: LOT(S) 16-17  
NUMBER OF ACRES: 2.81 = 11.13

STATE OF TEXAS    I  
COUNTY OF HAYS    I

This instrument acknowledged before me on this the 22 day of February, 1990, by Robert Cockrill and Billie A. Cockrill, owners of the above stated lots.



Betty Jean Smith  
Notary Public, State of Texas  
Notary's printed name:  
My commission expires: 4-5-93

Exhibit "A"

THENCE with the East line of said Ranch Road No. 12 North 51 deg. 56 min. East 115.3 feet to a concrete right of way marker at the beginning of a curve to the left, the radius of which is 2834.15;

THENCE with said curve to the left an Arc distance of 278.65 feet, the Chord of which Bears North 49 deg. 00 min. East 278.54 feet to a concrete right of way marker at the end of said curve;

THENCE continue with the east line of said Highway North 46 deg. 18 min. East 181.12 feet to a concrete right of way marker for the Northwest corner of this survey;

THENCE with the North line of this survey South 43 deg. 42 min. East 850.0 feet to the PLACE OF BEGINNING, containing 10.30 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said LOUIS W. BAINS and MARGARET L. BAINS, their heirs and assigns, FOREVER; and

We do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said LOUIS W. BAINS and MARGARET L. BAINS, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND UNDERSTOOD that the Vendor's lien is retained against the above described property, premises and improvements until the above described note, together with all interest thereon, shall have been paid in full, according to its face and tenor, effect and reading, when this deed shall become absolute.

This conveyance is made and Grantees accept same subject to the covenants, and conditions binding on Grantors affecting the use and occupancy of the above described property, and subject to the following restrictions:

- (1) No more than one single family residence shall be erected on any tract. No tract may be subdivided.
- (2) All residences and outbuildings shall be of new construction with plans and specifications approved by the Sellers, their successors, assigns or nominees. Residences shall have a ground floor area of not less than 600 square feet, exclusive of garage and other appendages, and shall be constructed no closer than 50 feet to the road and no closer than 30 feet to the side property lines. Any building, once started, shall be completed on the exterior prior to occupancy and shall

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HAYS COUNTY, TEXAS  
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*David J. Smith*  
COUNTY CLERK

821 869

be completed on the exterior within a period of six months. Outbuildings shall be no closer than 100 feet to the road and shall at no time be used for human habitation. Barns shall be 300 feet or more from the road.

(3) All driveways shall be installed with drainage provisions complying with Texas Highway Department or Hays County specifications. No outside toilet shall be permitted and no septic tanks shall be drained into the road.

(4) No noxious, offensive, unlawful or immoral use shall be made of any tract, nor shall any tract be used as a dumping ground for refuse of any sort. Each owner will maintain each tract owned by him in a clean and slightly condition. No billboards shall be placed on any tract.

(5) No commercial business shall be operated on any tract except on Tract No. 5, a 6.51 acre tract fronting on FM 12 and just north of the road easement. No alcoholic beverage, including beer, shall be offered for sale on this or any other tract, nor shall any poultry, egg, feed lot or other commercial livestock operations be permitted. Livestock, except hogs and turkeys, may be maintained on any tract provided their numbers and maintenance shall not become a nuisance to neighboring tracts or to the Sellers.

(6) Trailers or tents may be used on weekends or for vacations until December 31, 1974. These provisions are for temporary use and convenience of Purchasers and shall be removed after each such use, except by written permission of the Sellers. After 1974, no trailer or tent shall be used as a residence, temporarily or permanently.

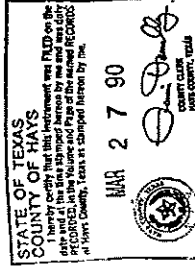
(7) Firearms shall not be discharged into or through adjoining tracts or used in any manner dangerous to persons.

(8) These restrictions, covenants and conditions are to run with the land until January 1, 1990, and may then be altered or changed by two-thirds majority vote in acreage of then current owners. These current restrictions shall remain in force until such a change is passed by a two-thirds majority vote as described above. If the Purchaser violates the restrictions, the Sellers shall have the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Purchaser, and such entry or removal shall not be deemed a trespass.

There is hereby reserved a utility and drainage easement of ten (10) feet along the sides and rear of the tract herein conveyed.

Sellers hereby reserve one-half of the oil, gas and other minerals in, on, under and that may be produced from the above described property which reservation includes the 1/4th interest reserved in deed from Earl F. Cooper et ux to James E. Hill et al, dated August 29, 1958, recorded in Volume 175 at Page 188 of the Hays County Deed Records.

WITNESS OUR HANDS this the 28th day of May, A. D. 1969.



*Hubert P. Davis*  
(Hubert P. Davis)

*R. Burnell Bennett*  
(R. Burnell Bennett)



# Wimberley Heights Ranches

vol 231 pg 376

THE STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:  
65004

That we, HUBERT P. DAVIS and R. BURNELL BENNETT, of the County of Harris in the State of Texas, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to us in hand paid by JAMES R. McCOWN and FLORENCE S. McCOWN, the receipt and sufficiency of which is hereby acknowledged and confessed; and

The further consideration of the execution by Grantees herein of their certain Promissory vendor's lien note, dated May 26, 1969, for the principal sum of \$2,000.00, bearing interest from date at the rate of 7% per annum, due and payable to the order of Hubert P. Davis and R. Burnell Bennett in monthly installments of \$90.00 each out of which interest shall first be deducted and the balance applied to the payment of principal, the first installment coming due and being payable on or before the 15th day of August A. D. 1969, and continuing with a like installment of \$90.00, out of which interest shall first be deducted and the balance applied to the payment of principal, on or before the 15th day of each and every calendar month thereafter until said note and all interest thereon shall have been paid in full; said note carrying the usual and customary attorney's fee and accelerating maturity clauses, and being additionally secured by a deed of trust this day given by the Makers of said note to Wm. B. Ramsey, Trustee, for the use and benefit of the holder of said note.

HAVE GRANTED, SOLD and CONVEYED and do by these presents GRANT, SELL and CONVEY unto the said JAMES R. McCOWN and FLORENCE S. McCOWN, husband and wife, of the County of Harris in the State of Texas, all that certain land and property described as follows, to-wit:

7.56 acres of land out of and part of the Isaac Pace Survey situated in Hays County, Texas, said 7.56 acres being more particularly described as being out of that certain 176.71 acre tract of land conveyed by deed from T. H. Davis of Austin, Texas, to Hubert P. Davis and R. Burnell Bennett, both from Harris County, Texas, of record in Book 228, Page 78-81 of the Hays County, Texas Deed Records, said 7.56 acre tract being here and after described as Lot 6 of the subdivision of said 176.71 acre tract and being more fully described by notes and bounds as follows:

BEGINNING at a steel pin set in the east line of Ranch Road No. 12 for the Southwest corner of this survey, from which point the Southwest corner of the above described 176.71 acre tract bears the following six (6) courses, (1) South 21 deg. 34 min. West 202.9 feet, (2) South 15 deg. 29 min. West 411.49 feet, (3) South 09 deg. 00 min. West 162.87 feet, (4) South 00 deg. 14 min. East 365.17 feet, (5) South 11 deg. 51 min. East 93.1 feet, (6) South 14 deg. 10 min. East 128.9 feet;

THENCE with the east line of said Ranch Road No. 12 same line being the West line of this survey North 21 deg. 34 min. East 434.0 feet to a concrete right of way marker at the beginning of a curve to the right whose radius is 1073.96 feet;

THENCE with the curving east line of said highway North 22 deg. 00 min. East a sub-chord distance of 15.80 feet to a steel pin set for the Northwest corner of this survey, said point being in the South line of a 50 foot wide road;

THENCE along the South line of said 50 foot wide road, South 73 deg. 47 min. East 255.6 feet to a point for a bend in said road;

THENCE continue with the South line of said road South 59 deg. 11 min. East 389.8 feet to a point for a bend in said road;

THENCE continue with the South line of said road North 81 deg. 19 min. East 95.6 feet to a steel pin set for the northeast corner of this survey;

THENCE along the East line of this survey South 17 deg. 31 min. West 433.3 feet to a steel pin set for the Southeast corner of this survey;

THENCE with the South line of this survey North 72 deg. 09 min. West 751.2 feet to the PLACE OF BEGINNING, containing 7.56 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said JAMES R. McCOWN and FLORENCE S. McCOWN, their heirs and assigns, FOREVER; and

We do hereby bind ourselves, our heirs, executors and administrators,



231 377

to warrant and forever defend, all and singular, the said premises unto the said JAMES R. McCOWN and FLORENCE S. McCOWN, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND UNDERSTOOD that the Vendor's lien is retained against the above described property, premises and improvements until the above described note, together with all interest thereon, shall have been paid in full, according to its face and tenor, effect and reading, when this deed shall become absolute.

This conveyance is made and Grantees accept same subject to the covenants and conditions binding on Grantors affecting the use and occupancy of the above described property, and subject to the following restrictions:

- (1) No more than one single family residence shall be erected on any tract. No tract may be subdivided.
- (2) All residences and outbuilding shall be of new construction with plans and specifications approved by the Sellers, their successors, assigns or nominees. Residences shall have a ground floor area of not less than 600 square feet, exclusive of garage and other appendages and shall be constructed no closer than 50 feet to the road and no closer than 30 feet to the side property lines. Any building, once started, shall be completed on the exterior prior to occupancy and shall be completed on the exterior within a period of six months. Outbuildings shall be no closer than 100 feet to the road and shall at no time be used for human habitation. Barns shall be 200 feet or more from the road.
- (3) All driveways shall be installed with drainage provisions complying with Texas Highway Department or Hays County specifications. No outside toilet shall be permitted and no septic tanks shall be drained into the road. Sewage disposal systems must meet Hays County specifications and requirements.
- (4) No noxious, offensive, unlawful or immoral use shall be made of any tract, nor shall any tract be used as a dumping ground for refuse of any sort. Each owner will maintain each tract owned by him in a clean and sightly condition. No billboards shall be placed on any tract.
- (5) No commercial business shall be operated on any tract except on Tract No. 5, a 6.51 acre tract fronting on FM 12 and just north of the road easement. No alcoholic beverage, including beer, shall be offered for sale on this or any other tract, nor shall any poultry, egg, feed lot or other commercial livestock operations be permitted. Livestock, except hogs and turkeys, may be maintained on any tract provided their numbers and maintenance shall not become a nuisance to neighboring tracts or to the Sellers.
- (6) Trailers or tents may be used on weekends or for vacations until December 31, 1974. These provisions are for temporary use and convenience of Purchasers and shall be removed after each such use, except by written permission of the Seller. After 1974, no trailer or tent shall be used as a residence, temporarily or permanently.
- (7) Firearms shall not be discharged into or through adjoining tracts or used in any manner dangerous to persons.
- (8) These restrictions, covenants, and conditions are to run with the land until January 1, 1990, and may then be altered or changed by two-thirds majority vote in acreage of then current owners. These current restrictions shall remain in force until such a change is passed by a two-thirds majority vote as described above. If the Purchaser violates the restrictions, the Seller shall have the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Purchaser, and such entry or removal shall not be deemed a trespass.

There is hereby reserved a utility and drainage easement of ten (10)



**231-378**

feet along the sides and rear of the tract herein conveyed.

Sellers hereby reserve one-half of the oil, gas and other minerals in, on, under and that may be produced from the above described property which reservation includes the 1/4th interest reserved in deed from Earl F. Cooper at ux to James E. Hill et al, dated August 29, 1958, recorded in Volume 175 at Page 188 of the Hays County Deed Records.

WITNESS OUR HANDS this the 26th day of May, A. D. 1969.

*Hubert P. Davis*

(Hubert P. Davis)

*R. Burnell Bennett*

(R. Burnell Bennett)

30

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

to me that he executed the same for the purposes and consideration therein expressed.

BEFORE ME, the undersigned authority, on this day personally appeared HUBERT P. DAVIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged

24th day of MAY

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the , A. D. 1969.



*F. M. Jaderlund*  
NOTARY PUBLIC, HARRIS COUNTY, TEXAS  
F. M. JADERLUND  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS  
MY COMMISSION EXPIRES JUNE 1, 1971

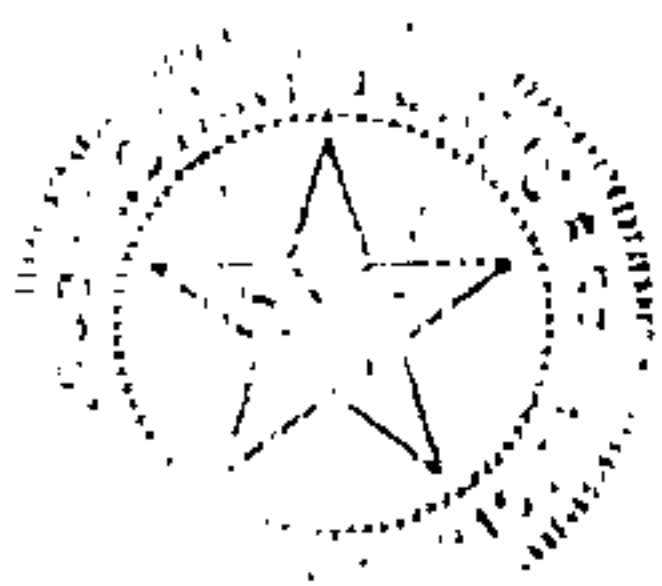
THE STATE OF TEXAS I  
COUNTY OF HARRIS I

me that he executed the same for the purposes and consideration therein expressed.

BEFORE ME, the undersigned authority, on this day personally appeared R. BURNELL BENNETT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to

24th day of MAY

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the , A. D. 1969.



*F. M. Jaderlund*  
NOTARY PUBLIC, HARRIS COUNTY, TEXAS  
F. M. JADERLUND  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS  
MY COMMISSION EXPIRES JUNE 1, 1971



MAY -05' 95 (PRI) 09:40 HAYS CO. ABSTRACT

P. 02

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AMENDMENT TO RESTRICTIVE COVENANTSTHE STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, HUBERT P. DAVIS and R. BURNELL BURNETT subdivided 176.71 acres of land out of the Isaac Pace Survey in Hays County, Texas, into seventeen (17) tracts of land to be known as the "WIMBERLEY HEIGHTS RANCHES", a copy of which plat is attached hereto as Exhibit "A" and by reference incorporated herein; and,

WHEREAS, subsequent to the subdivision of said land on March 31, 1969, the said R. BURNELL BURNETT and HUBERT P. DAVIS did sell said seventeen (17) tracts of land and placed restrictive covenants against each tract of land as they were sold, a copy of said restrictive covenants is attached hereto as Exhibit "B" and by reference incorporated herein; and,

WHEREAS, said restrictive covenants provided that after January 1, 1990, the covenants listed therein may be altered or changed by two-thirds (2/3) majority vote in acreage of then current owners; and,

WHEREAS, the undersigned, being the current owners of at least two-thirds (2/3) of the total acreage in the subdivision do hereby wish to alter and amend the existing restrictive covenants to allow a resubdivision of each tract of land into two (2) parts with each re-subdivided tract to contain not less than 3.0 acres each; to increase the minimum square footage of any residence to be built to contain not less than 1200 square feet exclusive of garage and other appendage; and, further, to prohibit the future placement of mobile homes or manufactured housing on any tract in the subdivision, except during construction of a primary residence for a period not longer than six (6) months.

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Hays County, Texas

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STATE OF  
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MAY -05' 95 (FRI) 09:41 HAYS CO. ABSTRACT

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NOW, THEREFORE, in consideration of the mutual agreements to alter and amend the original restrictive covenants and the payment of TEN THOUSAND DOLLARS (\$10,000) to the other having been paid, the receipt thereof being hereby acknowledged, the undersigned being the current owners of at least two thirds (2/3) of the acreage in the said subdivision, being more than 117.07 acres, do hereby amend the original restrictive covenants as follows:

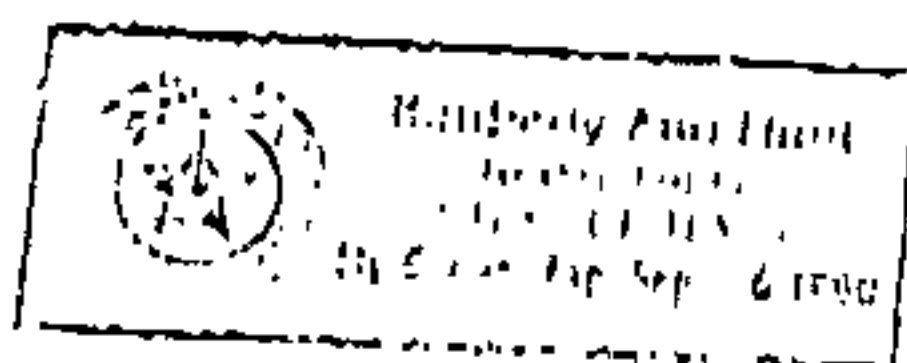
#1. No more than one single family residence shall be erected on any tract. Each tract may be subdivided into two (2) tracts only, with it being understood that each re-subdivided tract shall contain not less than 3.0 acres each.

#2. All residences and outbuildings shall be of new construction with plans and specifications to be submitted to an Architectural Control Committee composed of at least three (3) property owners. Residences shall have a total square footage of not less than 1200 square feet exclusive of garage and other appendages and shall be constructed no closer than 50 feet to the road and no closer than 30 feet to the side property lines.

#3. No mobile homes or manufactured housing may be placed on any tract for use as a residence after the date of execution of this instrument.

It is expressly understood that all other restrictive covenants remain unchanged.

WITNESS OUR HANDS, this 21<sup>st</sup> day of January, 1990.



HARRY A. MACHAID  
HARRY A. MACHAID

JEAN MACHAID  
JEAN MACHAID  
OWNER: LOT(S) 13 ACRES:  
NUMBER OF ACRES: 17.06

STATE OF TEXAS  
COUNTY OF HAYS

This instrument acknowledged before me on this the 21<sup>st</sup> day of January, 1990, by HARRY A. MACHAID and JEAN MACHAID, owners of the above stated lots.

Kimberly Ann Hunt  
Notary Public, State of Texas  
Notary's printed name: Kimberly Ann Hunt  
My commission expires: 6-30-90