

2. Easement executed by Max R. Pluenneke and Erna Pluenneke to Hill Country Telephone Cooperative, Inc., dated May 25, 1954, recorded in Volume 150, Pages 266-267 of the Deed Records of Gillespie County, Texas.
3. Easement executed by M.R. and Erna Pluenneke to Hill Country Telephone Cooperative, Inc., dated February 17, 1974, recorded in Volume 150, Pages 264-265 of the Deed Records of Gillespie County, Texas.
4. 75' well and septic setback, electrical lines and fence protrusion along the south property line as shown on survey by Carey Bonn, Registered Professional Land Surveyor, dated June 6, 2000.
5. Rules, Regulations and Orders governing the creation of Residential Subdivisions, Sanitation and Waste Disposal and Construction and use of Water Wells, as passed by the Commissioners Court of Gillespie County, Texas.

This conveyance is made and accepted subject to the following restrictive covenants:

1. The Property shall be used solely for single family residential, general store or agricultural purposes. Swine shall not be kept on the Property, unless they are part of a bona fide 4H or FFA livestock show project to be shown by a member of the Owner's family. Other livestock and poultry shall be permitted provided said livestock or poultry is kept within the boundaries of the Property at all times, and provided they are not offensive to adjacent landowners by smell, sight, sound or otherwise. There shall not be any commercial livestock feeding operations conducted on the Property.
2. A residence shall not be occupied until the exterior thereof shall be completely finished and the residence is connected to a septic tank or other waste disposal system approved by the County and/or State Health Department or other governing body controlling wells and septic systems.

3. A dwelling house shall not be moved onto the Property. All dwelling houses shall be constructed and erected on site. Mobile, modular, pre-manufactured and or industrial built homes shall not be used as a dwelling, nor stored on the Property. The term dwelling house (for purposes set out in this paragraph) shall include servants' quarters and guest houses.
4. The Property shall not be used for any commercial purposes except as otherwise herein provided.
5. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on the Property.
6. Noxious or offensive activity shall not be permitted on the Property, nor shall anything be done thereon which shall be an annoyance or nuisance to neighbors. The Property is to be kept clean and neat in appearance and free of litter at all times. Disposal of litter or garbage of any kind shall not be allowed that would adversely affect the natural beauty and value of the Property or the neighborhood. Garbage or refuse shall not be buried on the Property.

The above restrictive covenants shall run with and bind the herein described premises and shall be effective for fifty (50) years after date hereof, and shall be binding upon the Grantees, their heirs, successors or assigns, and shall be enforceable by the Grantor herein, his heirs, successors or assigns, to any real properties presently owned by the Grantor, adjacent to the herein described Property.

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 Grantees, their heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, subject to the

AMENDMENT OF RESTRICTIVE COVENANTS

THE STATE OF TEXAS                    §  
COUNTY OF GILLESPIE                §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DARRELL P. ARHELGER and wife, LAURIE L. ARHELGER, (hereinafter "Arhelger") are the owners of that certain 5.45 acre tract of land, situated in Gillespie County, Texas, a part of Survey No. 318, Abstract No. 236 and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, the Property is subject to those restrictive covenants contained in Warranty Deed With Vendor's Lien dated June 21, 2000, recorded at Volume 398, Pages 12-18 of the Official Public Records of Gillespie County, Texas, wherein Arhelger is the Grantee and Terry Lee Pluenneke, is the Grantor; and

WHEREAS, the KENNETH AND JENISE MAXWELL LIVING TRUST (hereinafter "Maxwell Trust") is the successor in title to that certain 67.72 acre tract of land out of Survey No. 318, Abstract No. 236, which is more particularly described in Warranty Deed dated February 2, 2001 and recorded at Volume 413, Page 447 of the Official Public Records of Gillespie County, Texas; and

WHEREAS, the owner of the 67.72 acre tract of land has acquired the rights of enforcement of the restrictive covenants; and

WHEREAS, Arhelger has requested the Maxwell Trust to amend the restrictive covenants and the Maxwell Trust agrees to amend the restrictions as is hereinafter provided;

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, and the mutual covenants contained herein, the parties agree as follows:

A. The restrictions are amended by the deletion in its entirety of restriction no. 1 which shall become a nullity and shall be of no further force and effect. In substitution for and as an amendment to the restrictive covenants, the following shall be enforceable as restriction no. 1 of the restrictive covenants:

1. The Property shall be used solely for single family residential, restaurant and food service, general store or agricultural purposes. Swine shall not be kept on the Property, unless they are part of a bonafide 4-H or FFA livestock show project to be shown by a member of the Owner's family. Otherwise, stock and poultry shall be permitted provided said livestock or poultry is kept within the boundaries of


the Property at all times, and provided they are not offensive to adjacent landowners by smell, sight, sound or otherwise. There shall not be any commercial livestock feeding operations conducted on the Property.

Other than the modifications and revisions of the Restrictive Covenants as are herein provided, the Restrictive Covenants shall remain in full force and effect and Arhelger executes this instrument acknowledging the enforceability of the Restrictive Covenants and agreeing to the modifications and revisions made herein.

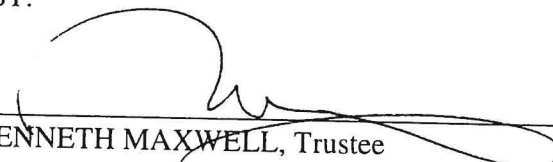
This Amendment shall inure to the benefit of the Maxwell Trust and its successors or assigns who may own a part or all of the 67.72 acre tract and shall be binding upon Arhelger, and their heirs, successors or assigns, who may own a part or all of the 5.45 acre tract of land.

This instrument is executed the 15<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
DARRELL P. ARHELGER

  
\_\_\_\_\_  
LAURIE L. ARHELGER

KENNETH AND JENISE MAXWELL LIVING TRUST:

By:   
\_\_\_\_\_  
KENNETH MAXWELL, Trustee

By:   
\_\_\_\_\_  
JENISE MAXWELL, Trustee