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Lindsey Brown
 Gillespie County Clerk

Lindsey Brown

Digitally signed by: Lindsey Brown
 Date: Jun 10, 2025 12:36 PM -05:00

489 834

Exhibit "B"

Seller/Developer hereby declares that all of the Property shall be owned, held, sold, transferred and conveyed, subject to all of the terms and provisions set forth below which are for the purpose of protecting the value and desirability of, and which shall run with, said Property and shall be binding on all parties having a right, title or interest in or to the above-described property or any part thereof, and their heirs, successors and assigns and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, any contract or deed which may hereafter be executed in connection with said tract or tracts to the terms, and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

DEFINITIONS

1.01. Owner shall refer to the record owner, whether one or more persons or entity, 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 land as owned by any owner.

1.03 Developer as used herein refers to Linda Grace West, her heirs and assigns.

II.

BUILDING RESTRICTIONS

2.01. No more than one-single family dwelling, containing no less than 1400 square feet of living area, exclusive of porches, breeze ways, carports or basements may be erected on any tract. An Owner may also construct one or more guest homes and other related improvements on a tract, so long as such improvements are for the personal use of the Owner and guests or invitees of the Owner.

2.02. All residences shall be newly constructed. No second hand or used homes shall be moved on to the Property. An Owner shall be entitled, however, to incorporate historical and other previously used building materials and fixtures into a newly constructed residence.

2.03. The exterior of any residence shall be completed not later than ten (10) months after laying the foundation for such residence.

2.04. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other waste disposal system approved by the County and/or



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State Health Department or other governing body controlling wells and septic tanks.

2.05. No mobile or modular home or other temporary structure shall be used as a residence on any tract. Recreational vehicles may be stored and kept upon the Property provided they are situated out of sight and to the rear of the principal residence.

III.

SETBACKS

3.01. No residence or other permanent structure shall be constructed nearer that 50 feet from the side or rear property line of the tract.

IV.

USE RESTRICTIONS

4.01: Except as otherwise provided below, no commercial or manufacturing activity shall be carried on upon any part of the Property, nor shall any activity be allowed which has the possibility of creating environmental hazard to other Owners of the Property. These use restrictions shall not prevent the growing and processing of various agricultural products or commodities, including by illustration a vineyard and winery, or the raising of livestock, poultry and other animals on a tract, except the raising of hogs is strictly prohibited. Any animals, livestock and poultry raised by any Owner shall be kept under fence. Such restriction shall also not prohibit an Owner from conducting a craft or art related business on his portion of this Property, including painting, photography, wood, metal or glass sculptor or fabrication business or the conduct of a home office.

4.02. Noxious or offensive activities shall not be permitted on any tract. Owners are to keep their tract clean and neat in appearance and free of litter at all time, including the occasional mowing of grass and weeds which shall enhance the beauty of the tract and act as a fire protection measure. Garbage or refuse shall not be disposed of or buried on any tract.

V.

UTILITY EASEMENTS

5.01. The Developer reserves unto Developer and/or its assigns, a utility easement ten (10) feet wide along the south boundary line of the property hereby conveyed, said easements to be for the installation and maintenance of electric, telephone and utility lines and down guys as need for electric lines.



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VI.

MISCELLANEOUS

6.01. These restrictive covenants shall be binding upon and insure to the benefit of all parties claiming under Developer until January 1, 2025, at which time said restrictive covenants shall be automatically extended without further notice until such time that the owners of 65% of the total area of the Property shall execute an instrument waiving or amending the restrictive covenants. A Tract owner shall be the record owner of legal title as shown by the real property records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract owners.

6.02 Developer shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these restrictive covenants by an instrument in writing duly signed and acknowledged by Developer only, filed for record in the office of the County Clerk of Gillespie County, Texas, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein.

6.03. If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictive covenants or the application thereof shall not be affected thereby, nor shall any failure of the Developer or Tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

6.04. Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract in the property shall have the right to enforce, by any proceeding at law or in equity all restrictive covenants by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.