

That MAREH INVESTMENTS, INC. duly incorporated under the laws of the State of Texas, acting by and through its duly authorized president, owner and developer (hereinafter referred to as Developer), is the owner of all that certain real property in Blanco County, Texas, and described as ENCINITAS SUBDIVISION a subdivision near Johnson City, Blanco County, Texas, the plat of which appears of record in Volume 1, Page 111-112, of the Plat Records of Blanco County, Texas.

WHEREAS, MAREH INVESTMENTS, INC., is the owner of all property constituting the said subdivision and for the benefit of itself and of any subsequent owner or owners of any lot therein, desire to make certain restrictions in regard to the use, occupancy and construction in said addition.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the following constitute the restrictions in regard to the use, occupancy and improvements upon said addition:

RESTRICTIONS

1. USE

None of said tracts or the improvements thereon shall be used for anything other than single family private residential purposes, save and except for Tract No. 11, which may be subdivided for multi-family residential purposes. After the construction of a residence, it is understood that a garage will be constructed. Servant quarters and/or guest quarters may be constructed, so long as each is of neat appearance.

2. TRACT AREA

No Tract shall be subdivided except for Tract No. 11.

3. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee shall be appointed, from time to time, by Developer, so long as Developer owns at least three (3) tracts within said real property; thereafter, a majority of the tract owners shall have the privilege of selecting the committee. It shall be the purpose of such Committee, in reviewing plans, specifications and plot plans, to insure, for all owners, harmony of external and structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. Also, said Committee shall be responsible for road maintenance as described in Paragraph 14 of these restrictions.

4. STRUCTURES

A. No permanent dwelling shall be erected on any tract, having a living area of less than 1200 square feet (when measured to exterior walls), exclusive of attached garage or other similar appendages, except Lots 1 through 10 of the subdivision which are covered by Section 4.F. herein.

B. No improvements shall be placed or altered on any tract until the building plans, specifications, plot plan and certified survey showing the location of such improvements on the tract have been approved in writing by the Architectural Control Committee as to quality, workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished ground elevation. In the event the Architectural Control Committee disapproves of such improvements, plans, specifications, plot plans and/or surveys, notice of such disapproval shall be made by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied, with the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, plot plans, and surveys within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this paragraph.

C. No structure shall be used until the exterior thereof, as approved pursuant to sub-paragraph "B" above, and sanitary sewage disposal facilities (complying with Paragraph 12 below), are completely finished.

D. No dwelling shall be located closer than one hundred (100) feet from the roadway and one hundred (100) feet from any adjacent property line; however, upon written application to the Architectural Control Committee, a variance may be granted when the application shows "good cause" as to non-compliance due to construction hardship on a particular tract due to adverse topography, but in no instance shall any dwelling be constructed closer than fifty (50) feet from the roadway, except on Lots 1 through 10 which will be no closer than 100' from the center of the County Road, and 30' from adjacent property lines.

E. No trailer, tent, shack, garage, barn, storage shed, or other outbuilding or structure of a temporary character shall at any time be placed or left on a tract except during construction of a permanent structure. A trailer may be used on a very temporary basis such as a weekend or vacation outing of no more than two weeks duration.

F. Mobile homes, manufactured homes, modular homes or other prefabricated dwellings shall be allowed only on Tracts One (1) through Ten (10). This shall include all manufactured housing which must be moved in and placed on a slab. The placement of a structure on a Lot pursuant to this paragraph shall be governed by the following restrictions:

a. No Mobile Home or similar structure shall be placed in the subdivision that was manufactured prior to 1975.

b. All structures shall be tied down in accordance with the safety standards promulgated by the National Manufactured Housing Association and skirted with a material similar to the exterior of the structure to be moved into the subdivision. Said skirting shall also be color coordinated with the structure. Rock, masonry, and wood lattice-work skirting are encouraged.

c. No animals other than domestic pets shall be allowed and must be confined within the boundaries of the tract where located.

d. The cutting of trees on any tract, which tree has a diameter greater than 3" when measured 18" from the ground, is prohibited, unless approved by the Architectural Control Committee.

e. No private water wells shall be drilled on Tracts One (1) through Ten (10).

f. A carport or garage must be constructed on each of these tracts out of materials similar to the manufactured home. If a similar material is not used, then wood, stone, or masonry shall be used.

G. No structure with an exterior made of materials other than wood, glass, stone, rock, brick, or comparable form of masonry shall be allowed on any tract except as herein provided.

H. With reasonable diligence, and in all events within nine (9) months from the commencement of construction (unless completion is prevented by war, strikes, shortages of material, labor disputes, or act of God), any dwelling commenced shall be completed as to its exterior and all temporary structures shall be removed.

I. All construction of lot line fences shall meet the approval of the Architectural Control Committee. In order to reflect an estate atmosphere - lot line fences are discouraged.

5. SIGNS

No signs or advertising may be displayed on any tract, except for "For Sale" signs.

6. NUISANCES

No noxious, offensive or unlawful activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance.

7. GARBAGE AND TRASH DISPOSAL

No tract shall be used as a dumping ground. Equipment for the storage of waste material shall be kept clean and sightly. The incineration of garbage or trash on any tract in this subdivision is expressly prohibited

8. ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for livestock or poultry raised for the purpose of 4H and/or FFA exhibition, which must be kept under fence and which must not become objectionable to abutting landowners, and except for dogs, cats, or other household pets which may be kept so long as same do not become objectionable to abutting landowners, provided all such animals, livestock, poultry and/or household pets excepted herefrom shall not be kept, bred, or maintained for any commercial purpose. Pleasure horses and sheep or goats may be allowed at the discretion of the Architectural Control Committee at no more than one-half animal unit per acre.

9. DRAINAGE STRUCTURES

Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater as determined by the Architectural Control Committee.

10. UNSIGHTLY STORAGE

If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks, or recreational vehicles shall be stored or kept for the purpose of repairs on any tract except in an enclosed garage or in facilities protected from the public's view or that of other residents.

11. OFF-ROAD PARKING

Both prior to and after the occupancy of a dwelling on any tract the owner shall provide appropriate space for off-the-road parking for his vehicle or vehicles. All residences shall have a driveway constructed out of material similar to the material used in the roadway fronting each tract.

12. SEWAGE

No outside toilet will be permitted. No installation of any kind for the disposal of sewage shall be allowed which would result in raw or untreated sewage being carried onto adjacent property. No means of sewage disposal may be installed or used except a septic tank or similar or approved sanitary method of sewage disposal meeting the requirements and approval of the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks or other sewage disposal facilities into any road, ditch, or surface easement, either directly or indirectly, is prohibited.

13. UTILITY EASEMENTS

A ten foot perpetual easement is reserved over, across and along all platted roadways for the purposes of installing, repairing, and maintaining or conveying such easements to proper parties so that they may install utilities to all tracts in the subdivision. There is also herein dedicated an easement over and along all platted roadways in the subdivision for service vehicles including, but not limited to telephone, electrical, and other service vehicles.

14. ROAD MAINTENANCE

For the purposes of maintaining property values the Architectural Control Committee will also see that all roads providing access to, from and through the subdivision are maintained. To accomplish this, an annual assessment not to exceed One Hundred Twenty Dollars (\$120.00) per tract shall be made to all tract owners; however, the Architectural Control Committee shall have the power to increase the annual assessments in the event that actual costs exceed One

Hundred Twenty Dollars (\$120.00) per year. This money shall be used to make improvements to the roads and provide legal aid in connection with the enforcement of the restrictions and to pay the developer's part, if any, of said access road maintenance. This assessment shall not be applicable to Lots One (1) through Ten (10).

15. FIREARMS: This discharge of firearms on any tract in this subdivision is strictly prohibited.

16. COVENANTS RUNNING WITH THE LAND

All of the restrictions, covenants, and easements herein provided for and adopted apply to each and every tract, and shall be covenants running with the land. In order to prevent a breach or to enforce the observance or performance of same, Developer and any owner of any tract shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction, either prohibitive or mandatory.

17. PARTIAL INVALIDITY

Invalidation of any covenant or restriction (by court judgment or otherwise) shall not effect, in any way, the validity of all other covenants and restrictions — all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Architectural Control Committee or the Homeowner's Association, if said Architectural Control Committee has been dissolved as herein provided, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected. Any costs incurred by the Architectural Control Committee shall be reimbursed by violator upon demand.

18. A Lien is hereby created against each Tract now existing or hereafter designated by re-subdivision to secure payment of all assessments or costs incurred to cure all violations of these restrictive covenants against that Tract, which Lien shall be subordinate only to ad valorem tax liens and Vendor or Deed of Trust Liens securing purchase money or improvement loans.

19. DURATION OF RESTRICTIONS

A. Restrictions and covenants herein provided for and adopted shall remain in full force and effect until January 1, 2004.

B. At the end of the term provided in Paragraph 17-A above, and at the end of each ten (10) year extension herein provided, the restrictions and covenants herein provided for shall automatically be renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of the tracts, and such instrument shall have been recorded in the office of the County Clerk.

20. Consent of Lienholder

The undersigned lienholder joins herein to consent and ratify these restrictive covenants and the subdivision Plat, as recorded in Volume _____, Pages _____ Plat Records, Blanco County, Texas and hereby subordinates its Lien to such covenants.

ATTEST:

MAREH INVESTMENTS, INC.

Patrick G. Rehmet
PATRICK G. REHMET
Secretary-Treasurer

BY: *J. Martin*
JIM MARTIN, President

ATTEST:

ALLIED BANK OF MARBLE FALLS

Wanda E. Daugherty
Wanda E. Daugherty
Cashier

BY: *Ken Schubert*
Ken Schubert
Vice-President

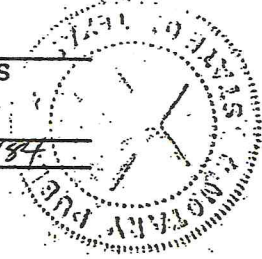
THE STATE OF TEXAS X

COUNTY OF BLANCO X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JIM MARTIN known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MAREH INVESTMENTS, INC. a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 12th day of June, 1984.

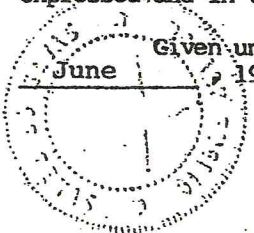
Ray Belote
NOTARY PUBLIC, STATE OF TEXAS
Notary's Printed Name:
RAY BELOTE
My commission expires: 12/01/84



THE STATE OF TEXAS X

COUNTY OF BURNET X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ken Herbort known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ALLIED BANK OF MARBLE FALLS, a Texas banking corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.



Given under my hand and seal of office on this the 12th day of June, 1984.

Beverly Nigreville
NOTARY PUBLIC, STATE OF TEXAS
Notary's Printed Name:
Beverly Nigreville
My commission expires: 4-30-88

FILED FOR RECORD JUNE 12th, 1984 at 3:25 P.M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED JUNE 13th, 1984 at 10:41 A.M.