

SURVEY OF LOT 1, BLOCK A OF HOWARD SUBDIVISION,  
 RECORDED IN VOLUME 10, PAGE 331 OF THE  
 PLAT RECORDS OF HAYS COUNTY, TEXAS  
 PROPERTY ADDRESS: 23351 F.M. HWY 150 WEST

SPRINGWOOD  
 BOOK 1 PGS. 335-336

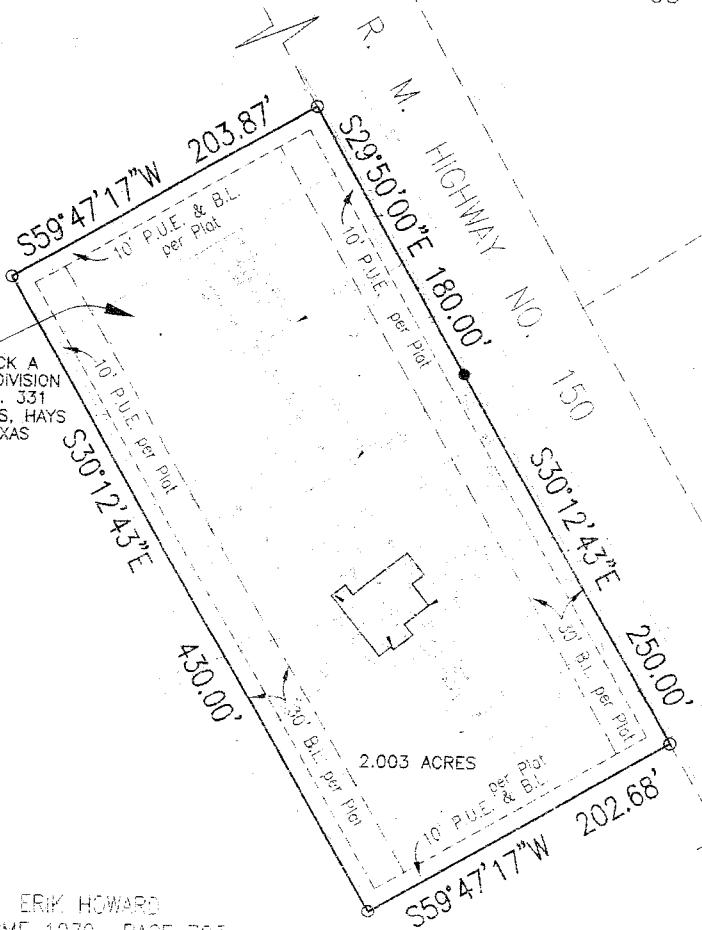


SCALE: 1" = 50'

38

39

26



LOT 1, BLOCK A  
 HOWARD SUBDIVISION  
 VOL. 10 PG. 331  
 PLAT RECORDS, HAYS  
 COUNTY, TEXAS

ERIK HOWARD  
 VOLUME 1079 PAGE 703  
 DOC. NO. 361043

- LEGEND
- IRON ROD FOUND
  - IRON ROD SET
  - - - WOODEN FENCE
  - - - BARBED-WIRE FENCE
  - - - OVERHEAD UTILITY LINE
  - EDP EDGE OF PAVEMENT

FOR: ERIK HOWARD, SHELBY ROGERS AND JENNIFER ROGERS, CHASE MANHATTAN MORTGAGE CORPORATION, SOUTHWESTERN TITLE COMPANY, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY; G.F. NO. 20020258 DATED AUGUST 30, 2002

STATE OF TEXAS,  
 COUNTY OF HAYS:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described herein and is correct, and that there are no discrepancies, conflicts, encroachments, overlapping of instruments, voidable utility easements or roadways, except as shown hereon and that said property has access to and from a dedicated roadway except as shown hereon. The legally described property is NOT within a special flood hazard area as designated by the Department of Housing and Urban Development Federal Insurance Administration Flood Hazard Boundary Map No. 46279C D045E for Hays County, Texas, dated February 18, 1998.

Dated, this the 25th day of SEPTEMBER, 2002 A.D.

THOMAS S. DODD, R.P.L.S. NO. 1852  
 CARLSON, BRIGANCE AND DOERING, INC.  
 3401 Slaughter Lane West  
 Austin, Texas 78748 (512) 280-5160



NOTES

1. THE PROPERTY AS SHOWN HEREON IS NOT AFFECTED BY THE EASEMENT RECORDED IN VOLUME 199, PAGE 365 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.
2. THE PROPERTY AS SHOWN HEREON IS NOT AFFECTED BY THE EASEMENT RECORDED IN VOLUME 315, PAGE 285 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

**C B D** Carlson, Brigance & Doering, Inc.  
 Civil Engineering • Surveying  
 3401 Slaughter Lane West • Austin, Texas 78748  
 PH: (512) 280-5160 • FAX: (512) 280-5165

19  
SWT  
2002-0256

Doc 02027008 Bk 0PR Vol 2076 Pg 256  
**RESTRICTIVE COVENANT**  
HOWARD SUBDIVISION

This Restrictive Covenant ("Restrictive Covenant") is made this 26<sup>th</sup> day of September 2002, by Erik Howard ("Howard"), who owns a 2.003-acre parcel of land located in Hays County, Texas, (the "Property") more fully described herein.

**Recitals**

**WHEREAS**, Howard owns 2.003 acres of land located in Hays County, Texas and as more particularly described in Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, in order to protect the value and desirability of the Property, Howard has agreed to impose restrictions on the Property;

**NOW, THEREFORE**, Howard hereby adopts and imposes the following restrictions upon the Property which shall constitute real covenants running with the land and shall be binding upon and inure to the benefit of and be a burden on Howard, Howard's successors and assigns, and each owner of any portion of the Property, and the Property shall be held, conveyed and occupied subject to the restrictions, covenants and conditions set forth herein.

1. All of the Property is restricted to use for single-family residential purposes and only those commercial uses listed on Exhibit "B" attached hereto. No commercial or business use or activity shall be permitted on the Property, whether or not for profit except those purposes listed in Exhibit B.
2. No rubbish or debris of any kind which is not contained in enclosed containers shall be permitted to accumulate on any portion of the Property.
3. No unsafe, noxious, offensive or illegal activity, or offensive odor is permitted on any portion of the Property.
4. All sanitary regulations and requirements set forth by the public health authorities of the County of Hays, State of Texas and the City of Dripping Springs, Texas shall be strictly complied with on all portions of the Property. No outside toilets shall be erected, placed or used upon any portion of the Property. Any septic tank facilities constructed on the Property after the execution of these restrictive covenants must meet applicable government standards and requirements.
5. No mobile home, modular home, or other non-on-site manufactured home shall be permitted on any portion of the Property for longer than a period of nine (9) months, and such structures will be allowed only during the construction of the primary residence. No trailer, mobile home, motor home, camper, tent, shack, garage, or other outbuilding erected on the Property shall at any time be used as a permanent residence. The exception to this provision is the existing stone barn on the Property, as depicted in Exhibit "A."

6. If the Property contains trees or other vegetation that are infected or diseased, as determined by a certified arborist, Howard shall be required to use reasonable efforts to remedy and control such disease as to prevent it from spreading.

7. No quarrying, mining or excavating shall be permitted on the Property except as necessary for the construction of dwellings, driveways, pools or other structures consistent with the uses permitted hereunder.

8. No newly constructed, primary residence shall be erected on the Property having less than two thousand (2,000) square feet of floor space of living area in the main building, excluding garage and storage rooms. The exception to this provision is the existing stone barn on the Property, as depicted in Exhibit "A." It shall be permitted that Howard be allowed to have more than one building with living space such as a guest house, children's quarters or a garage with an apartment.

9. All dwellings and other structures constructed on the Property must have a neat and attractive appearance at all times. All portions of the Property shall be kept in a reasonably clean orderly condition at all times. All trash, garbage and other waste shall be kept in sanitary, animal-proof containers. Waste placed by the roadway for pickup shall be in animal-proof containers.

10. All water wells and tanks must be placed within enclosed structures.

11. No portion of the Property shall be used for commercial operations involving cattle, turkey, chicken, or swine. In addition, no portion of the Property shall be used for large-scale animal operations or the non-commercial raising of such animals. These provisions are intended to mean that no portion of the Property shall be used for more than four (4) animals of any particular species and no more than two (2) large animals of any kind per acre.

12. No structures shall be erected within 15 feet of a boundary line of the Property.

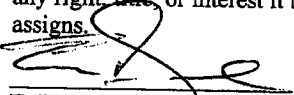
13. The Property may only be subdivided as two parcels.

Enforcement of the foregoing restrictive covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of the foregoing restrictions by judgment or other court order shall in no way affect any of the other provisions, all of which shall remain in force and effect.

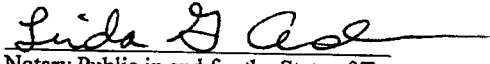
These restrictions may not be amended, modified, terminated or otherwise changed unless agreed to by Howard or his successors and assigns having an interest in the Property, or if the remainder of the Howard Property is ever subdivided, then by the owners of at least seventy-five percent (75%) of the lots included in the Howard Property, that are immediately adjacent to and abutting the Property, as evidenced by a written instrument that is recorded in the Official Public Records of Hays County, Texas.

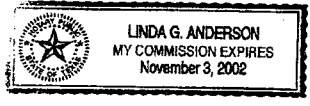
These covenants, conditions and restrictions are for the purpose of protecting the value and desirability of the Property. Consequently, the provisions, restrictions, covenants and conditions imposed by this Restrictive Covenant, and any future amendments thereto, shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors and assigns.

  
Erik Howard

STATE OF TEXAS §  
§  
COUNTY OF ~~TRAVIS~~ <sup>HAYS</sup> §  
§

This instrument was acknowledged before me on the 26 day of September 2002, by Erik Howard.

  
Notary Public in and for the State of Texas



**EXHIBIT "A"**

Continuation of Schedule A

G.F. No. 20020258

4. Legal description of the land:

Lot 1, Block A, HOWARD SUBDIVISION, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 10, Page 331, Plat Records of Hays County, Texas.

EXHIBIT "B"

Doc 02027008 Bk OPR Vol 2076 Pg 260

- R-1
- Antique Shop
- Apartment Buildings
- Apartment Hotel
- Art Studio and Gallery
- Banks or Savings and Loan Associations
- Book and Stationary Stores
- Bookstore, Retail and Wholesale
- Business, Music, Dance, or Commercial Schools
- Café, Restaurant, or Cafeteria
- Clinic
- Clothing Store, Retail
- Cold Storage Plant
- Commercial Amusements
- Day Care Center
- Drive-in Sales
- Drug Store
- Dwelling Unit (as part of building for operator)
- Electric and Electronic Assembly
- Financial Institutions
- Florist Shop, Retail
- Frozen Food Locker (no slaughtering or stripping)
- Furniture, Appliance Store, Sales and Service
- Offices, Professional or Service
- Hardware Store
- Hospital, Sanitarium, Nursing Home, Convalescent Home
- Hotel
- Laundromat
- Light Duty or Household Equipment Rental and Storage
- Marine and Fishing Equipment Sales
- Massage Therapists and Massage Therapy Schools
- Medical Clinic
- Motel
- Nursery
- Pet Shop
- Photographer's Studio
- Printing and Reproduction Firm
- Private Lodge, Fraternal
- Public Parking Lot (for operating vehicles)
- Radio and TV Stations or Studios, No Towers
- Radio, Television, or Electronics Sales and Service
- Retail Grocery
- Retail Service and Sales
- Shoe Sales and Repair