

FIRST AMENDED RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF WHITMIRE ESTATES, PHASE 1 AND 2 LEE R. ROPER, (DEVELOPER) TO THE PUBLIC

Filed this 12 day of July 20 02 9:26 AM

KAREN NEWMAN County Clerk, Blanco County, Texas

Deputy

STATE OF TEXAS) COUNTY OF BLANCO)

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, LEE R. ROPER, developer of WHITMIRE ESTATES, did file Restrictive Covenants for Whitmire Estates, Phase (1) of record in Volume 196, Page 223, Phase (2) in Volume 237, Page 398 of the Official Public Records of Real Property of Blanco County, Texas; and

WHEREAS, Lee R. Roper, individually, and as an owner of lots in the Whitmire Estates, Phase One (1) and Phase Two (2) of said subdivision has fully and completely complied with paragraph no. thirteen (13) of Phase (1) and paragraph no. fourteen (14) of Phase (2) of the original restrictive covenants respectively as recorded and referenced hereinbefore; and

WHEREAS, the undersigned are record owners of legal title to fifty-one percent (51%) or more of the lots in Phase (1) and (51%) or more of the lots in Phase (2) in said Whitmire Estates as shown by the Official Records of Blanco County, Texas, does hereby elect to amend the Original Restrictive Covenants for Phase (1) and Phase (2) and thereby impress all the property included in such subdivision with the following amended restrictions; and

NOW THEREFORE, the Restrictive Covenants for Whitmire Estates heretofore filed of record are hereby amended and consolidated into these AMENDED RESTRICTIVE COVENANTS FOR Whitmire Estates, Phase (1) and Phase (2), and shall hereafter read as follows:

- 1. The property herein described shall be used solely for new single family residential purposes, and only one single family residence may be constructed on each lot. No tract may be subdivided.
2. No building, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans and specifications and a plat showing the location of the structure on said lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Under ordinary topographical circumstances the building will be required to be set back 50 feet from the roadways bordering the tract, and 10 feet along the sides. Any deviation from this must first be approved in writing by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of LEE R. ROPER, RONALD G. NEWMAN, JR. and TONY GRIFFITH. After the developer no longer owns a majority of the lots in the subdivision, the owners of a majority of the lots (with one vote per tract) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Blanco County. A majority of the committee may designate a member to act in its behalf. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor or any two (2) of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be set out in writing and in the event the committee or its designated representative fail to approve or disapprove plans within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be fully complied with.
3. No building, other than a single family residential home containing not less than 1500 square feet, exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed not more than fourteen (14) months after laying foundations

This document is being re-filled to remove a duplicate page recorded in the original First Amended Restrictions, Assessments and Easements of Whitmire Estates, Phase 1 and 2. The page removed was recorded in Vol. 261 Page 094 of the Official Public records of Real Property of Blanco County Texas.

This document is being re-filled to correct the set back for Phase 1 and Phase 2 which was recorded in the original First Amended Restrictions, Assessments and Easements of Whitmire Estates, Phase 1 and 2 as recorded in VOL 261 Page 91-96 and re-recorded in VOL 414, Pages 511-515 of the Official Public Records of Real Property of Blanco County, Texas. The set back should read: Under ordinary topographical circumstances the buildings will be required to be set back 50 feet from the roadways bordering the tract and 10 feet along the sides and the buildings in Phase 2 will be required to be set back 50 feet from the roadways bordering the tract and 25 feet along the sides.

and no house trailers or mobile homes of any kind may be moved onto the property. Servant's quarters and quest houses may be constructed to the rear of a permanent residence. All buildings must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view.

4. No material of any kind shall be placed or stored on any tract except for construction materials after construction of a permanent building has begun. The Architectural Control Committee may notify the record owner of the tract by Certified U.S. Mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing of such notice, the Architectural Control Committee may remove said material from the property, dispose of such material, and charge the record owner of the tract with removal and disposition costs, and the Architectural Control Committee shall have no liability to said owner of the tract by virtue of the exercise of such right to removal.
5. No lot shall be used for any business and no professional or commercial use shall be made of any of said lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist or geophysicists, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repairman or building contractor's business. Provided, however, Developer shall have the right to maintain an office in a model home on any lot in the subdivision. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood even though such activity be in the nature of a hobby and not carried on for profit.
6. No mobile homes, house trailers, modular homes or modular houses, or other structures of any kind shall be placed on any tract at any time. No tent, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence, except that camping trailers with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building on the property.
7. No outside toilet shall be installed or maintained on the tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of the Architectural Control Committee.
8. No noxious, offensive, unlawful or immoral use shall be made of the tract.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except one cow or one horse per acre, or except for those approved by The Architectural Control Committee. The Architectural Control Committee hereby approves in advance a maximum of two dogs and two cats per lot. All other animals and pets must be approved in writing in advance by The Architectural Control Committee. The Architectural Control Committee reserves the right, to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days' notice from The Architectural Control Committee. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All pets (other than leashed dogs) and animals must be confined to the lot at all times. The Architectural Control Committee specifically reserves the right to determine whether a particular animal or bird shall be considered a household pet, for purposes of this restriction, and reserve absolutely the right to deny approval for any pet.
10. The tract shall not be used or maintained as a dumping ground for rubbish and no trash other than brush cleared from that tract shall be burned on any tract. Trash, garbage or other waste shall be kept in sanitary containers. No junk, wrecking or auto storage yards shall be located on the tract, and no heavy equipment, dump truck, material (except

material to be used in construction of the residence on the lot or tract) or non-operating automobiles shall be stored on (or parked in the roadway in front of) the tract.

11. No sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than five (5) square feet, advertising the property for sale or rent, may be erected on any lot improved with a single family residence.
12. All lots are subject to easements and restrictions now of record and are subject to any applicable rules and regulations of Blanco County.
13. All roads in the subdivision will be dedicated to and maintained by the Whitmire Estates Maintenance Corporation (successor in interest) after completion.
14. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Blanco County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten years each. The record owners of legal title of fifty-one (51%) of the lots as shown by the Deed Records of Blanco County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Blanco County, Texas.
15. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions, which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.
16. If the parties hereto of any of them or their heirs or assigns shall violate any other covenants herein, it shall be lawful for any other person or persons owning any real estate restricted in the same way, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to enjoin him or them from doing so or to recover damages, plus court costs and attorneys fees, or other dues for such violations.
17. All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot and tract owners therein.
18. In addition of the covenants, restrictions and reservation stated above, each tract shall be subject to a water assessment of \$600.00 in Phase (1) and \$1,000.00 in Phase (2) of said subdivision for the purpose of installing a water system to bring water to the respective tracts. Said water assessment shall be due and payable to LEE R. ROPER, (DEVELOPER), or his assigns, on or before six (6) months after the tract is conveyed by LEE R. ROPER, (DEVELOPER).
19. A violation of the restrictive covenants of WHITMIRE ESTATES, PHASE 1 OR PHASE 2 as determined by the majority of the members of the WHITMIRE ESTATES, Architectural Control Committee shall constitute a default of any Deed of Trust securing a note given to developer in part payment of a lot in the subdivision, unless said violation is corrected within 30 days of Grantor's receipt of written notice of the violation. In the event of such default, Beneficiary shall be entitled to exercise all remedies provided in the Deed of Trust, including acceleration of the note secured and foreclosure.
20. Dues (initially \$100.00 per year) shall be due and payable to the Whitmire Estates Maintenance Corporation (a non-profit corporation to be established by the Developer) on or before January 15th of each year, beginning January 15th, 2002. After January 15, 2003 the amount of said dues shall be determined by the Whitmire Estates Maintenance Corporation at said annual meeting with one vote for each lot owned. Said dues shall be used to maintain the private road and gate of Whitmire Estates Subdivision.

IN TESTIMONY WHEREOF, **LEE R. ROPER, TONY GRIFFITH and CHESTER MARTINEZ** as owners of fifty-one percent (51%) or more of the lots in Phase (1) and (51%) or more of the lots in Phase (2) of the Whitmire Estates located in Blanco County, Texas, has executed this instrument on this the 1st day of January, 2002 by Lee R. Roper.

By: *Lee Roper*
LEE R. ROPER

By: *Tony Griffith*
TONY GRIFFITH

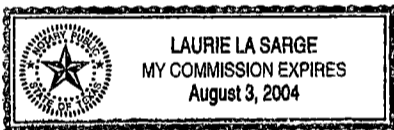
By: *Chester Martinez*
CHESTER MARTINEZ

By: *Mary Kathryn Knowlton*
MARY KATHRYN KNOWLTON

STATE OF TEXAS)
COUNTY OF BLANCO)

BEFORE ME, the undersigned authority on this day personally appeared **LEE R. ROPER**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1st day the January, 2002.



Laurie LaSarge
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
COUNTY OF BLANCO)

BEFORE ME, the undersigned authority on this day personally appeared **TONY GRIFFITH**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1st day the January, 2002.



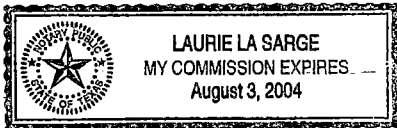
Laurie LaSarge
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)

COUNTY OF BLANCO)

BEFORE ME, the undersigned authority on this day personally appeared CHESTER MARTINEZ, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1st day the January, 2002.



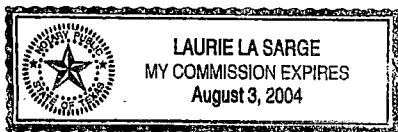
Laurie La Sarge
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)

COUNTY OF BLANCO)

BEFORE ME, the undersigned authority on this day personally appeared MARY KATHRYN KNOWLTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1st day the January, 2002.



Laurie La Sarge
NOTARY PUBLIC, STATE OF TEXAS

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JUL 15 2002

DEC. 9, 2009



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

Filed this 9th day of Dec. 20 09
11:41 A M

VOL 0261 PAGE 096

KAREN NEWMAN
County Clerk, Blanco County, Texas
By *Kaura M. Waller* Deputy

Filed this 6th day of June 2017
9:44 A.M.

Laura Walla
County Clerk, Blanco County, Texas

By [Signature] Deputy

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the
date and the time stamped hereon by me and was duly RECORDED in Official
Public records of Blanco County, Texas on

JUN 06 2017



Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS