20060218985
P 3 PGS
Ct. 2 Page 58

CERTIFICATE OF OWNERSHIP & DEDICATION

I (WE) CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL PUBLIC STREETS, ALLEYS, WALKS, PARKS, WATER COURSES, EASEMENTS, AND OTHER OPEN SPACES, TO PUBLIC USE FOREVER.

DATE 1-23-06

Fredericksburg Cross Mountain West (OWNER) by Robert L. Hoerster, Partner
Manager of Fredericksburg

THE STATE OF TEXAS
COUNTY OF GILLESPIE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 23 DAY OF January, 2006 BY Robert L. Hoerster

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 1-26-08

PRINTED NAME OF NOTARY

LIEN HOLDERS CERTIFICATE

WE, Security State Bank & Trust, LIEN HOLDER AND HOLDERS OF A LIEN AGAINST THE PROPERTY SHOWN ON THIS PLAT HAVE BEEN DESCRIBED BY INSTRUMENT OF RECORD IN VOLUME 640 PAGE 107-245 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS, DO HEREBY SUBORDINATE OUR INTEREST IN ALL THINGS ON SAID PROPERTY TO THE PURPOSE AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID PLAT FURTHER, WE HEREBY CONFIRM THAT WE ARE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF

Security State Bank & Trust
LIEN HOLDER

THE STATE OF TEXAS
COUNTY OF GILLESPIE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 23 DAY OF January, 2006 BY Vice President

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 10-20-08

Alice J. Klein
PRINTED NAME OF NOTARY

ALICE KLEIN
NOTARY PUBLIC, STATE OF TEXAS
COMM. EXPIRES 10-20-08

SURVEYOR'S CERTIFICATE

I, CAREY BOHN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THIS PLAT IS IN ACCORDANCE WITH THE SURVEYING REQUIREMENTS OF THE CITY OF FREDERICKSBURG SUBDIVISION ORDINANCE

CAREY BOHN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4847

ENGINEER'S CERTIFICATE

I, THE UNDERSIGNED, KEVIN W. SPRADDINS IS REGISTERED PROFESSIONAL ENGINEER(S) IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE TO THE CITY OF FREDERICKSBURG'S SUBDIVISION ORDINANCE, EXCEPT FOR THE VARIANCES GRANTED BY THE CITY COUNCIL

1-23-2006

KEVIN SPRADDINS 88 822
REGISTERED PROFESSIONAL ENGINEER

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF FREDERICKSBURG, TEXAS, WITH THE EXCEPTION OF SUCH VARIANCES IF ANY, AS NOTED IN THE MINUTES OF THE CITY BOARD OF COMMISSIONERS AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK

DATE 1-24-06

Jessica Manning
SUBDIVISION AND SITE PLANNING AND ZONING COMMISSION

CERTIFICATE OF RECORDATION

FILED FOR RECORD AT 2:26 O'CLOCK P M. THIS THE 24th DAY OF February A.D. 2006 AT 2:26 O'CLOCK P M. IN PLAT VOLUME 3 PAGE 58 OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS

DEPUTY

Mary Lynn Rueche
CLERK COUNTY COURT
GILLESPIE COUNTY, TEXAS

FILED AND RECORDED

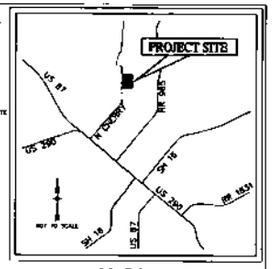
OFFICIAL PUBLIC RECORD

Mary Lynn Rueche
Mary Lynn Rueche, County Clerk
Gillespie County, Texas
February 02 2006 08:25:12 PM
FEE $476.00 20060218985

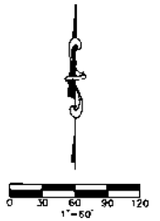
LEGEND

- LOT LINE
- CENTERLINE OF CREEK
- APPROX LOCATION OF 100 YR. FLOODPLAIN
- EXISTING EASEMENTS
- EASEMENTS
- BUILDING SETBACKS
- EXISTING FENCE
- 100 LOT NUMBERS
- 202 ADDRESS #s
- MIN. FT = 1765 MINIMUM FLOOR ELEVATION FOR ALL LOTS WITHIN THE 100yr FLOODPLAIN
- (U) U.E. UTILITY EASEMENT
- (S) S.S.E. SANITARY SEWER EASEMENT
- (D) PRIV. D.E. PRIVATE DRAINAGE EASEMENT
- BENCHMARK
- 1/2" STEEL BAR SET IN CONCRETE
- 1/2" STEEL BAR FOUND IN CONCRETE
- 1/2" STEEL BAR FOUND CAPPED, HALLENBECK ENG (EXCEPT AS NOTED)
- UNMARKED POINT (EXCEPT AS NOTED)
- 1/2" STEEL BAR FOUND CAPPED, HALLENBECK ENG (EXCEPT AS NOTED)

NOTE
¾" STEEL BARS (CAPPED: BOHN 4847) SET AT ALL LOT CORNERS, EXCEPT AS NOTED HEREON



LOCATION MAP



BENCHMARKS

FEMA BENCHMARK
RM 7 ELEVATION 1798.34 STAMPED "X" OR SQUARE IN THE CURB AT THE NORTHWEST CORNER OF W. TRAVIS ST AND N. EDISON ST.

BM 01 – STATIC SURVEY
ELEVATION 1761.01 ETCHED SQUARE IN THE TOP OF CURB BETWEEN LOTS 109 AND 110 PLACED DIRECTLY IN FRONT OF A FIRE HYDRANT

BM 02 – STATIC SURVEY
ELEVATION 1762.57 ETCHED SQUARE IN THE TOP OF CURB BETWEEN LOTS 96 AND 98 PLACED DIRECTLY IN FRONT OF AN ELECTRIC TRANSFORMER BOX.

LOT CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	ARCH LENGTH
C1	86°34'12"	30.00'	N42°09'53"W	41.14'	45.33'
C2	31°47'20"	125.00'	N69°33'05"W	68.47'	69.35'
C3	23°11'55"	75.00'	S68°16'51"E	30.16'	30.37'
C4	108°59'26"	50.00'	N79°20'40"W	98.63'	140.45'
C5	108°57'27"	50.00'	N34°20'18"W	81.39'	95.08'
C6	68°24'08"	50.00'	S33°01'45"E	56.21'	59.69'
C7	89°53'03"	50.00'	N67°49'46"E	70.64'	78.44'
C8	111°43'03"	50.00'	N32°58'17"W	82.77'	97.49'
C9	12°57'00"	50.00'	N52°55'33"E	12.50'	15.67'
C10	86°04'42"	50.00'	N00°54'46"E	68.23'	75.11'
C11	100°36'49"	50.00'	S87°44'22"W	76.76'	87.81'
C12	96°10'46"	50.00'	S34°30'51"W	5.39'	5.39'

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
EL1	56.26'	S55°30'45"E
EL2	40.01'	S33°31'03"W
EL3	51.45'	N25°30'43"W
EL4	45.93'	S35°01'13"E
EL5	36.87'	S53°30'46"W
EL6	42.70'	N35°15'42"W
EL7	127.21'	N10°37'25"E
EL8	133.63'	N10°37'25"E
EL9	47.84'	N12°05'41"E

EASEMENT CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	ARCH LENGTH
EC1	49°54'49"	50.00'	S23°47'10"E	42.19'	43.56'
EC2	24°20'40"	50.00'	N60°54'54"W	21.09'	21.24'
EC3	39°54'28"	50.00'	N88°27'31"E	31.65'	32.21'
EC4	43°47'54"	50.00'	N48°06'20"E	37.30'	38.22'
EC5	06°03'58"	50.00'	S23°10'24"W	5.29'	5.29'
EC6	38°58'36"	50.00'	S86°43'00"E	33.36'	34.01'
EC7	20°44'58"	50.00'	S63°25'13"W	18.01'	18.11'
EC8	30°09'29"	50.00'	N37°57'59"E	26.02'	26.32'
EC9	17°12'11"	50.00'	S14°17'09"W	14.96'	15.01'
EC10	15°30'26"	75.00'	S69°07'35"E	20.24'	20.30'

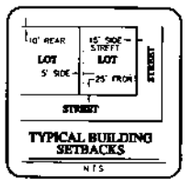
NOTES:

1.) THE DEVELOPER DEDICATES THE SANITARY SEWER & WATER MAINS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN WITHIN TWO (2) YEAR OF ACCEPTANCE OF SAID SEWER & WATER LINES LOCATED WITHIN THIS SUBDIVISION PLAT

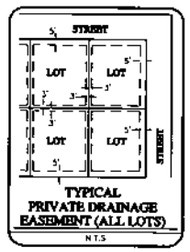
2.) DAMAGE BY ANY UTILITY COMPANY TO ANY SHRUBBERIES, FENCES, WALLS, OR LANDSCAPING OF ANY KIND PLACED WITHIN THE LIMITS OF THE EASEMENTS SHOWN ON THIS PLAT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER NO LANDSCAPING OF OTHER MODIFICATIONS ALTERING THE CROSS SECTIONS OF DRAINAGE EASEMENTS ARE ALLOWED WITHOUT APPROVAL BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG SHALL HAVE THE RIGHT TO REQUIRE THE PROPERTY OWNERS TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE PRIVATE DRAINAGE EASEMENTS AND THE RIGHT TO REQUIRE THE PROPERTY OWNERS MAKE MODIFICATIONS OF IMPROVEMENTS WITHIN THE EASEMENTS FOR PUBLIC WELFARE

3.) DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY PROPERTY OWNERS AND ACCESS TO BE GIVEN TO DEVELOPER OR AUTHORIZED PERSONS FOR ANY ADDITIONAL CONSTRUCTION, MAINTENANCE, OR REPAIR OF ANY STRUCTURE WITHIN ANY DRAINAGE EASEMENT

4.) NO ONE SHALL INTERFERE WITH ANY NATURAL DRAINAGE PATTERN OR CONSTRUCTED DRAINAGE SYSTEM ESTABLISHED BY THE DEVELOPMENT BY ALTERING ANY SLOPES, CONSTRUCTING OR DESTROYING ANY RETAINING WALL OR OBSTRUCTING OR CHANGING THE CONTOUR OF ANY DRAINAGE, SWALE, OR EASEMENTS, OR TAKING ANY OTHER ACTION WHICH WILL OR IS LIKELY TO RETARD, CHANGE, OR INTERFERE WITH DRAINAGE OR CREATE EROSION WITHIN THIS AREA



TYPICAL BUILDING SETBACKS
N.T.S.



TYPICAL PRIVATE DRAINAGE EASEMENT (ALL LOTS)
N.T.S.

SUBDIVISION PLAT OF

CROSS MOUNTAIN WEST, UNIT 3

FREDERICKSBURG, TEXAS

BEING 19.4 ACRES OF LAND MORE OR LESS, AND BEING PART OF THAT 47.70 ACRES TRACT OF LAND DESCRIBED IN A CONVEYANCE TO FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED BY DONALD L. DAY, ET UX, DATED NOVEMBER 1, 1995, FOUND OF RECORD IN VOLUME 795, PAGES 898-902 OF THE REAL PROPERTY RECORDS OF GILLESPIE COUNTY, TEXAS.

BOHN SURVEYING — SURVEYOR
CONTACT: CAREY BOHN
503 LONGHORN ST
FREDERICKSBURG, TX 78624
(830)997-3884
FAX: (830) 997-0872

VORDENBAUM ENGINEERING, INC. — ENGINEER
CONTACT: KEVIN W. SPRADDINS
507-D E. HIGHWAY 87
FREDERICKSBURG, TX 78624
(830)997-4760
FAX: (830) 997-9967

FILE NO: 04142
DATE: 01/23/06

PL
SHEET 1 OF 15

S0463 # 034448 Vol. 3 Page 98

SUBDIVISION PLAT OF
CROSS MOUNTAIN WEST, UNIT 2
FREDERICKSBURG, TEXAS

BEING A 13.310 ACRE TRACT OF LAND LOCATED IN GILLESPIE COUNTY, TEXAS, BEING A PART OF THE JOSE MARIA DE HOLDS SURVEY NO. 132, ABSTRACT NO. 283, CONSISTING OF PART OF OUTLOTS NO 319, 320, 325, AND 326, AS SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS, BY THE GERMAN EMIGRATION COMPANY, AND BEING PART OF A 47.75 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 282, PAGE 319, OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS.

I (WE) CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL PARK, STREETS, ALLEYS, WALKS, PARKS, WATER COURSES, EASEMENTS, AND OTHER OPEN SPACES TO PUBLIC USE FOREVER.

DATE: 7-28-03

OWNER - Frederick Road Cattle Partnership with Limited by Richard L. Hearon

OWNER - Owners of Fredericksburg 446, LLC
General partner

THE STATE OF TEXAS
COUNTY OF GILLESPIE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 28th DAY OF July, 2003 BY:

Christi Wendt
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 9-26-07
Christi Wendt
PRINTED NAME OF NOTARY

I, THE UNDERSIGNED, (A REGISTERED PROFESSIONAL LAND SURVEYOR) Leon L. Rodriguez, Jr. IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

REGISTERED PROFESSIONAL LAND SURVEYOR

I, THE UNDERSIGNED, (A REGISTERED PROFESSIONAL ENGINEER) Charles B. Hallenberger IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE TO THE CITY OF FREDERICKSBURG'S SUBDIVISION ORDINANCE, EXCEPT FOR THE VARIANCES GRANTED BY THE CITY COUNCIL.

LICENSED PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF FREDERICKSBURG, TEXAS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE CITY BOARD OF COMMISSIONERS AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

DATE 28 July 2003

CHAIRPERSON, CITY PLANNING AND ZONING COMMISSION

FILED FOR RECORD AT 9:40 O'CLOCK A.M. THIS THE 29th DAY OF July 2003 A.D. ON PAGE 98 VOLUME 3 OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS.

DEPUTY

COUNTY CLERK, COUNTY COURT, GILLESPIE COUNTY, TEXAS

NOTES:

1) THE DEVELOPER DEDICATES THE SANITARY SEWER & WATER MAINS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN WITHIN ONE (1) YEAR OF ACCEPTANCE OF SAID SEWER & WATER MAINS LOCATED WITHIN THIS SUBDIVISION PLAT.

2) DAMAGE BY ANY UTILITY COMPANY TO ANY STRUCTURES, FENCES, WALLS, OR LANDSCAPING OF ANY KIND PLACED WITHIN THE LIMITS OF THE EASEMENTS SHOWN ON THIS PLAT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. NO LANDSCAPING OR OTHER MODIFICATIONS ALTERING THE CROSS-SECTIONS OF DRAINAGE EASEMENTS ARE ALLOWED WITHOUT APPROVAL BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG SHALL HAVE THE RIGHT TO REQUIRE THE PROPERTY OWNERS TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE PRIVATE DRAINAGE EASEMENTS AND THE RIGHT TO REQUIRE THE PROPERTY OWNERS MAKE MODIFICATIONS OR IMPROVEMENTS WITHIN THE EASEMENTS FOR PUBLIC WELFARE.

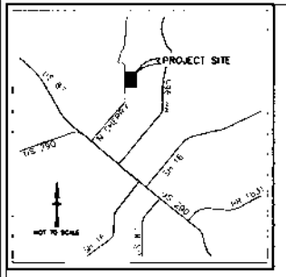
3) BASIS OF BEARING: WEST LINE OF 47.75 ACRE TRACT, VOL. 282, PG. 319.

4) ALL PROPERTY CORNERS ARE SET WITH A 1/2" IRON ROD UNLESS OTHERWISE NOTED ON PLAT.

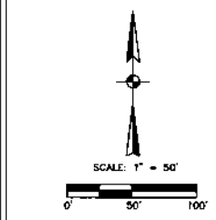
5) ● = 1/2" IRON ROD IN CONCRETE SET AT ALL BOUNDARY CORNERS.

6) DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY PROPERTY OWNERS AND ACCESS TO BE GIVEN TO DEVELOPER OR AUTHORIZED PERSONS FOR ANY ADDITIONAL CONSTRUCTION, MAINTENANCE, OR REPAIR OF ANY STRUCTURE WITHIN ANY DRAINAGE EASEMENT.

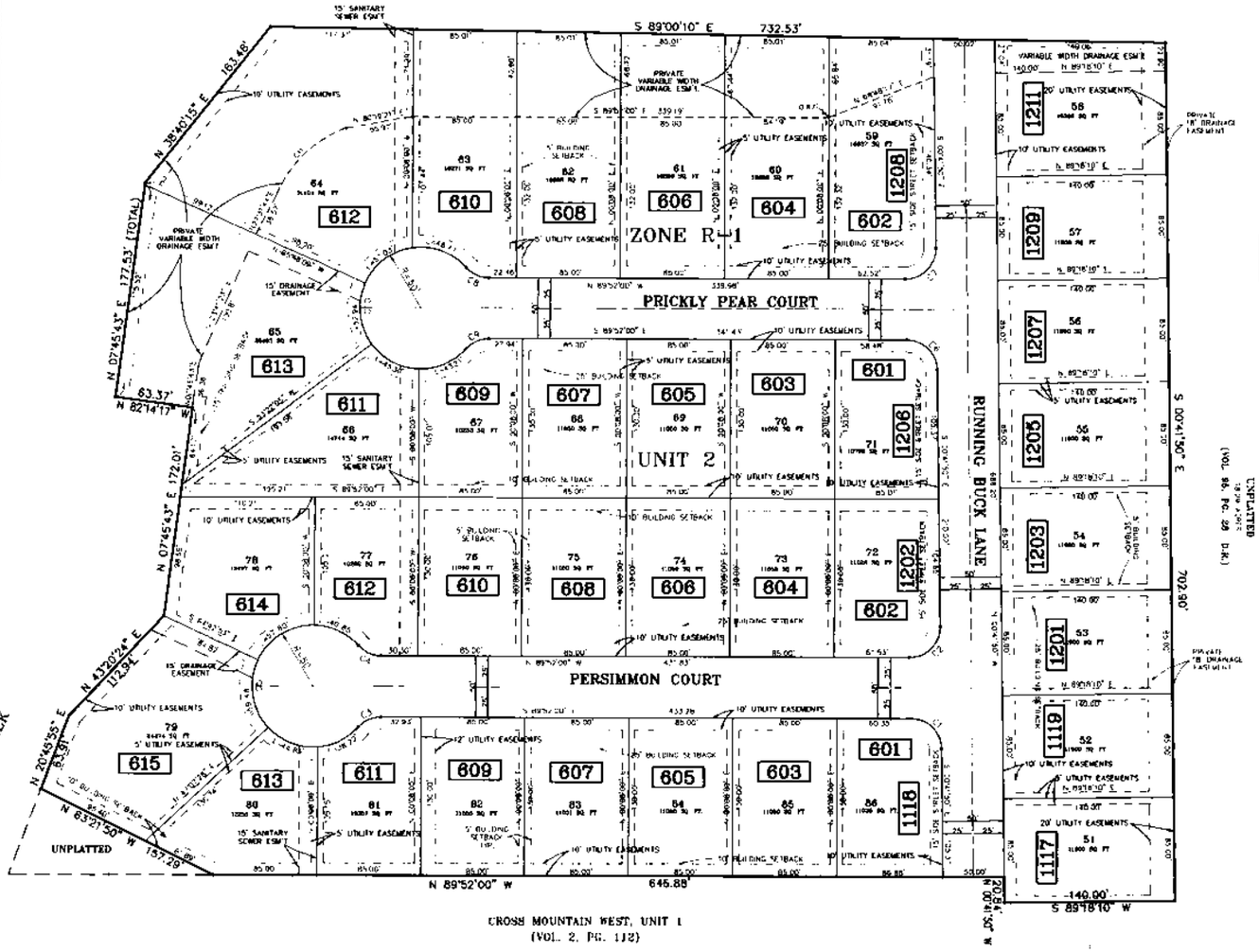
7) NO ONE SHALL INTERFERE WITH ANY NATURAL DRAINAGE PATTERN OR CONSTRUCTED DRAINAGE SYSTEM ESTABLISHED BY THE DEVELOPMENT BY ALTERING ANY SLOPES, CONSTRUCTING OR DESTROYING ANY RETAINING WALL OR OBSTRUCTING OR CHANGING THE CONTOUR OF ANY CHANNEL, SWALE, OR EMBANKMENT, OR TAKING ANY OTHER ACTION WHICH WILL OR IS LIKELY TO RETARD, CHANGE, OR INTERFERE WITH DRAINAGE OR CREATE EROSION WITHIN THIS AREA.

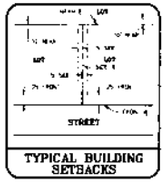


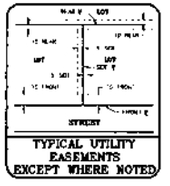
LOCATION MAP



8311 ADDRESS #'S







LINE	DIRECTION	DISTANCE
L1	N 07°45'43" E	9.28'
L2	N 07°45'43" E	2.01'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	25.00'	38.81'	24.64'	35.10'	N 45°16'55" W	89°00'10"
C2	25.00'	39.43'	25.37'	35.61'	S 44°43'05" W	90°49'50"
C3	25.00'	21.03'	11.18'	20.41'	N 66°02'19" E	48°11'23"
C4	25.00'	21.03'	11.18'	20.41'	S 65°49'19" E	48°11'23"
C5	50.00'	241.19'		66.77'	N 00°08'00" E	276°22'46"
C6	25.00'	38.81'	24.64'	35.10'	N 45°16'55" W	89°00'10"
C7	25.00'	39.43'	25.37'	35.61'	N 44°43'05" E	90°49'50"
C8	25.00'	21.03'	11.18'	20.41'	S 65°49'19" E	48°11'23"
C9	25.00'	21.03'	11.18'	20.41'	S 66°02'19" W	48°11'23"
C10	50.00'	241.19'		66.67'	N 00°08'00" E	276°22'46"
C11	58.00'	81.42'	47.22'	75.00'	N 48°07'54" E	47°36'00"

W. Security State Bank & Trust ..... OWNERS AND HOLDERS OF A LIEN AGAINST THE PROPERTY SHOWN ON THIS PLAT, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN VOLUME 491, AT PAGE 245 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS, DO HEREBY SUBORDINATE OUR INTEREST IN ALL THINGS IN SAID PROPERTY TO THE PURPOSE AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID PLAT. FURTHER, WE HEREBY CONFIRM THAT WE ARE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

William H. Cooke, SAVP
LEGAL HOLDER

THE STATE OF TEXAS
COUNTY OF GILLESPIE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 29th DAY OF July 2003 BY William H. Cooke

Cindy Harrison
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 4-8-06
Cindy Harrison
PRINTED NAME OF NOTARY

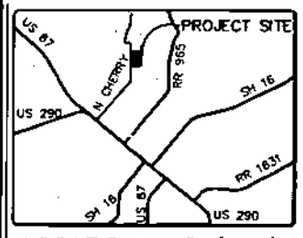
CINDY HARRISON
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/08/2006

HALLENBERGER ENGINEERING, L.C.
CONSULTING ENGINEERS & SURVEYORS
[illegible] (210) 349-3145
[illegible]

DRAWN BY: R.A.D.
DESIGNED BY: J.E.M.
CHECKED BY: J.C.E.
APR. 03, 2003

JOB NO. 02-131 SHEET NO. 01 OF 01 FILE: 02-131.PLT DWG

SUBDIVISION PLAT OF
CROSS MOUNTAIN WEST, UNIT 1
FREDERICKSBURG, TEXAS



LOCATION MAP (NTS)

NOTES:

1) THE DEVELOPER DEDICATES THE SANITARY SEWER MAINS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN SUCH ONE (1) YEAR OF ACCEPTANCE SAID SEWER MAINS LOCATED WITHIN THIS SUBDIVISION PLAT.

2) NO STRUCTURES, FENCES, TREES, OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER MODIFICATIONS ALTERING THE CROSS-SECTIONS OF DRAINAGE EASEMENTS ARE ALLOWED WITHOUT PRIOR APPROVAL BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN THE EASEMENTS.

3) THE FEMA 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE LIMITS OF THE DRAINAGE R.O.W. OR BOUNDARY OF TOWN CREEK AS SHOWN ON THIS PLAT.

4) BASIS OF BEARING: WEST LINE OF 47.75 ACRE TRACT RECORDED IN VOL. 252, PAGE 349, DEED RECORDS OF GILLESPIE COUNTY, TEXAS.

5) ALL PROPERTY CORNERS ⊕ IN ARE SET WITH A 1/2" IRON ROD UNLESS OTHERWISE NOTED ON THIS PLAT.

6) ⊡ = CONCRETE MONUMENTS SET AT BOUNDARY CORNERS

7) NO ONE SHALL INTERFERE WITH ANY NATURAL DRAINAGE PATTERN OR CONSTRUCTED DRAINAGE SYSTEM ESTABLISHED BY THE DEVELOPMENT BY ALTERING ANY IN-SITES, CONSTRUCTING OR DESTROYING ANY RETAINING WALL OR OBSTRUCTING OR CHANGING THE CONTOUR OF ANY CHANNEL, SWALE, OR EMBANKMENT, OR TAKING ANY OTHER ACTION WHICH WILL OR IS LIKELY TO RETARD, CHANGE, OR INTERFERE WITH DRAINAGE OR CREATE EROSION WITH THIS AREA.

8) LANDSCAPE R.O.W. GRANTS AN EASEMENT TO THE DEVELOPER FOR LANDSCAPING AND MAINTENANCE OF THE LANDSCAPE R.O.W. AND PLACEMENT OF TEMPORARY AND PERMANENT IRRIGATION SYSTEMS.

UTILITY EASEMENTS

Grantors hereby retain perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, where indicated in the air, upon the surface or underground, along and within the East (9') of the front of the residential lots, in other easements dedicated to utilities, and in private, alleys, easements, and roads of this subdivision and with the full authority to place poles, wires, anchors, conduits, and other facilities thereon for or electric distribution line or system. The easement rights herein reserved include the privilege of anchoring any support cables or other guying devices hereafter found necessary by the utility to support wires and equipment and the right to install wires and/or cables over portions of said lots and/or tracts; but the existence of this easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. Nothing shall be placed or permitted to remain within the easements areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and/or tract and all improvements within it shall be maintained by the owner of the lot except for those improvements for which an authority or utility company is responsible. Utility companies and their employees shall have the right of ingress and egress and the right to cut and trim trees, bushes and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The developer and/or landowner shall be responsible for removal of any or all forms, debris, encumbrances or trees that must be cut in order to clear the right-of-way for new construction, maintenance of any lines or facilities on the property. Utilities are defined to include, but not limited to Electric, Gas, Telephone, Cable T.V., Water, and Sewer.

We, Lauriston Hotz Bankhead Investments, Inc. OWNERS AND HOLDERS OF A LIEN AGAINST THE PROPERTY SHOWN ON THIS PLAT, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN VOLUME ____, AT PAGE ____, OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS, DO HEREBY SUBORDINATE OUR INTEREST IN ALL TRACTS IN SAID PROPERTY TO THE PURPOSE AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREON TO SAID PLAT. FURTHER, WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY POINT THEREOF.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS
COUNTY OF GILLESPIE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 12th DAY OF August 1997 BY Lauriston Hotz Bankhead Investments, Inc. on behalf of said corporation.

Cindy Harrison
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 4-8-98
Cindy Harrison
PRINTED NAME OF NOTARY

CINDY HARRISON
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/08/98

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF FREDERICKSBURG, TEXAS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE CITY BOARD OF COMMISSIONERS AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

8/12/97
DATE

CHAIRMAN, CITY PLANNING AND ZONING COMMISSION

FILED FOR RECORD AT 9:11 O'CLOCK A.M., THIS THE 26th DAY OF August A.D. ON PAGE 112 VOLUME 2 OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS.

Dee Lange
DEPUTY
DEE LANGE, COUNTY CLERK, COUNTY COUNTY, GILLESPIE COUNTY, TEXAS

I, THE UNDERSIGNED, (A REGISTERED PROFESSIONAL LAND SURVEYOR) Kenneth Brown OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

Kenneth Brown
REGISTERED PROFESSIONAL LAND SURVEYOR

I, THE UNDERSIGNED, (A REGISTERED PROFESSIONAL ENGINEER) Charles E. Hallenberger OF THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE TO THE CITY OF FREDERICKSBURG'S SUBDIVISION ORDINANCE, EXCEPT FOR THE VARIANCES GRANTED BY THE CITY COUNCIL.

Charles E. Hallenberger
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
KENNETH J. BROWN
4016
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
CHARLES E. HALLENBERGER
68775
REGISTERED PROFESSIONAL ENGINEER

VOLUME 282, PG. 319
DEED RECORDS

CHRISTI WENDT
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/26/2000

I (WE) CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL PUBLIC STREETS, ALLEYS, PARKS, WATER COURSES, EASEMENTS, AND OTHER OPEN SPACE TO PUBLIC USE FOREVER.

8/13/97
DATE

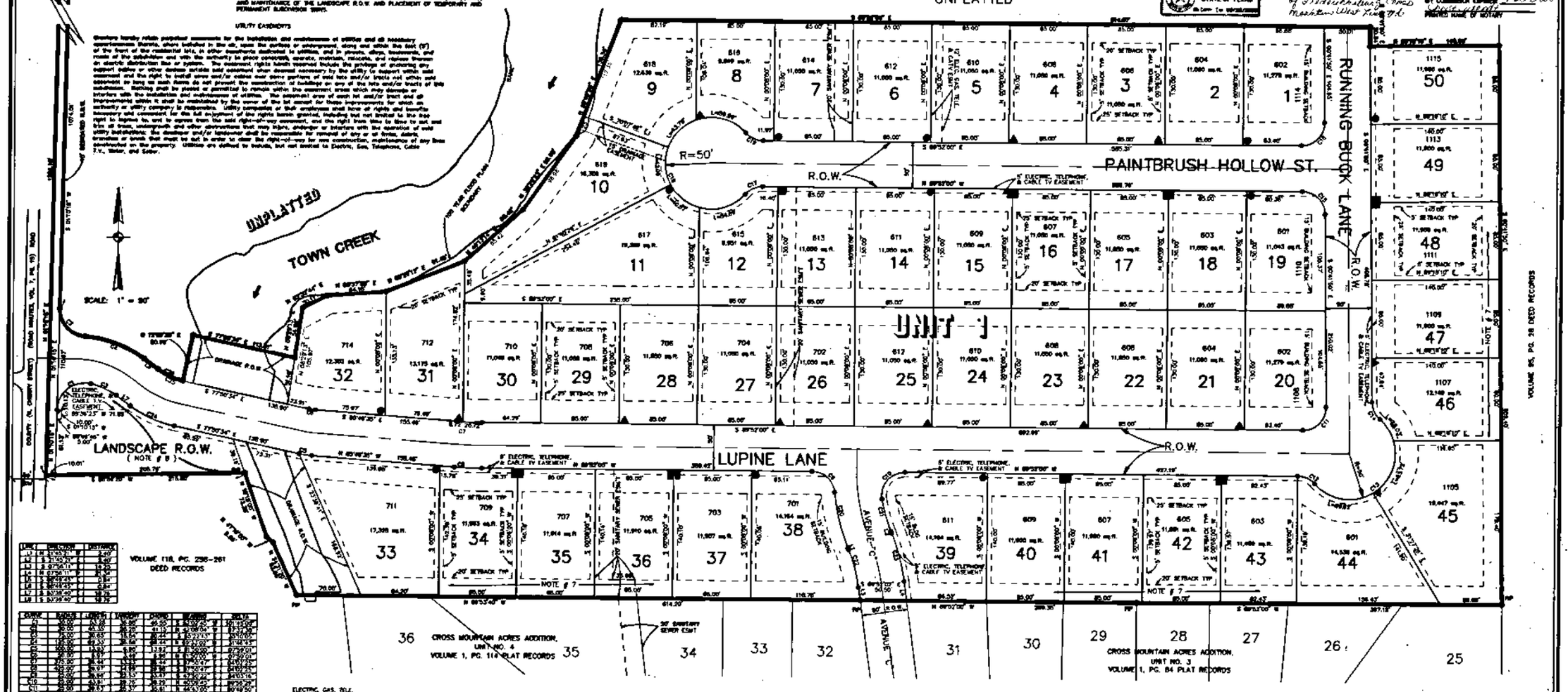
Frederick Cross Mountain West Partnership
BY: Richard L. Hilton, Partner
Richard L. Hilton, Partner
of Fredericksburg Cross Mountain West Partnership, Ltd., a Texas limited partnership, by Fredericksburg Cross Mountain West G.P., LLC, a Texas limited liability company, its general partner

THE STATE OF TEXAS
COUNTY OF GILLESPIE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 13th DAY OF August 1997 BY Richard L. Hilton, Partner of Fredericksburg Cross Mountain West Partnership, Ltd., a Texas limited partnership, by Fredericksburg Cross Mountain West G.P., LLC, a Texas limited liability company, its general partner

Christi Wendt
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 9-26-2000
Christi Wendt
PRINTED NAME OF NOTARY

FUTURE PHASE OF DEVELOPMENT
UNIT 2
UNPLATTED



LINE	DIRECTION	DISTANCE
L1	N 61°57'51" E	6.49'
L2	S 31°45'21" E	19.43'
L3	S 89°06'13" E	19.43'
L4	S 07°06'17" E	20.00'
L5	S 89°48'45" E	0.84'
L6	S 89°48'45" E	6.84'
L7	S 80°08'40" E	68.76'
L8	S 80°08'40" E	52.75'

VOLUME 118, PG. 256-261
DEED RECORDS

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00'	78.54'	50.00'	70.71'	N 44°52'00" E	90°00'00"
C2	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C3	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C4	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C5	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C6	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C7	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C8	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C9	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C10	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C11	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C12	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C13	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C14	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C15	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C16	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C17	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C18	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C19	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C20	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C21	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C22	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C23	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C24	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C25	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C26	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C27	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C28	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C29	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C30	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C31	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C32	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C33	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C34	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C35	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C36	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C37	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C38	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C39	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C40	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C41	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C42	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C43	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C44	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C45	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C46	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C47	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C48	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C49	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C50	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C51	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C52	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C53	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C54	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C55	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C56	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C57	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C58	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C59	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C60	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C61	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C62	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C63	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C64	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C65	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C66	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C67	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C68	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C69	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C70	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C71	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C72	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C73	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C74	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C75	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C76	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C77	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C78	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C79	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C80	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C81	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C82	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C83	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C84	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C85	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C86	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C87	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C88	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C89	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C90	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C91	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C92	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C93	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C94	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C95	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C96	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C97	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C98	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C99	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C100	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C101	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C102	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C103	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C104	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C105	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C106	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C107	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C108	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C109	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C110	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C111	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C112	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C113	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C114	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C115	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C116	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C117	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C118	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C119	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C120	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C121	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C122	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C123	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C124	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C125	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C126	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C127	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C128	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C129	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C130	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C131	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C132	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C133	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C134	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C135	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C136	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C137	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C138	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C139	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C140	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C141	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C142	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C143	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C144	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C145	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C146	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C147	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C148	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C149	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C150	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C151	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C152	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C153	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C154	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C155	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C156	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C157	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C158	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C159	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C160	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C161	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C162	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C163	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C164	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C165	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C166	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C167	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C168	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C169	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C170	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C171	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C172	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C173	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C174	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C175	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C176	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C177	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C178	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C179	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C180	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C181	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C182	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C183	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C184	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C185	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C186	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C187	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C188	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C189	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C190	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C191	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C192	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C193	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C194	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C195	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C196	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C197	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C198	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C199	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C200	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C201	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C202	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C203	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C204	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C205	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C206	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C207	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C208	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C209	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C210	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C211	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C212	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C213	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C214	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C215	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C216	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C217	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C218	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C219	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C220	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C221	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C222	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C223	50.00'	39.27'	20.39'	38.27'	N 67°52'00" W	45°00'00"
C224	50.00'	78.54'	50.00'	70.71'	N 44°52'00" W	90°00'00"
C225	50.00'	78.54'	50.00'	70.71'	N 45°08'00" E	90°00'00"
C226	50.00'	39.27'	20.39'	38.27'	N 67°52'00" E	45°00'00"
C227	50.00'	39.27'	20.39'	38.27'	S 67°52'00" E	45°00'00"
C228	50.00'	78.54'	50.00'	70.71'	S 44°52'00" E	90°00'00"
C229	50.00'	78.54'	50.00'	70.71'	S 45°08'00" W	90°00'00"
C230	50.00'	39.27'	20.39'	38.27'	S 67°52'00" W	45°00'00"
C231

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FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED TO THE PUBLIC

DEDICATION DEED

THE STATE OF TEXAS }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE }

THAT, FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED, being the sole owner of the following described tract of land, to-wit:

> BEING 16.3 acres of land, more or less, situated in Gillespie County, Texas, comprising approximately 0.94 acres part of the James W. Clark Survey No. 190, and 15.16 acres part of the Jose Maria De Hollis Survey No. 132, Abstract No. 283, and being part of Outlot Nos. 319 and 320 as said Outlots are shown on the map of Fredericksburg, Texas, and Environs by the German Emigration Company; said 16.3 acre tract of land is described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

does hereby subdivide said property into CROSS MOUNTAIN WEST, Unit No. 3, an Addition in Fredericksburg, Gillespie County, Texas, as shown by the Map or Plat thereof found of record in Volume 3, Page 188, of the Plat Records of Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg, Texas, for public use forever, the streets, alleys, water courses, drains, easements and public places shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, said dedications being subject to the following restrictive and protective covenants.

The undersigned owner does hereby adopt the following restrictions, protective covenants and conditions which are to run with the land (said 16.3 acres tract) and shall be binding upon and inure to the benefit of all parties and all persons claiming under them until February 2, 2026, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots in said Addition (the owners of each lot to have one vote whether or not the lots are owned by more than one person) shall execute an instrument waiving or amending the restrictions, protective covenants or conditions prior to February 2, 2026, or to the expiration of any of the successive ten (10) year periods. No amendment shall be effective until recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained, viz:

1. All lots and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes.

2. No dwelling house shall be constructed upon any lot in this addition, which contains less than 1800 square feet of living area, exclusive of garages, carports and porches, and all dwelling houses shall have masonry construction or brick, rock or stucco veneer covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.

3. Only new construction materials (except for used brick or stone) shall be used in construction of any structure situated on a lot, except that on Lot 118 containing the "Old Neffendorf Rock House" to be restored, antique old wood may be used on the interior only.

4. No swine or any other animals or poultry that are noxious or offensive shall be kept upon any lot or portions thereof.

5. Every dwelling constructed upon said property shall be provided with sanitary, indoor plumbing and no permanent outdoor privies shall be permitted.

6. No trailer, trailer house, modular home, tent, shack, garage apartment or servant's quarters shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.

7. No shack, trailer, trailer house, modular home, or tent shall ever be placed upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the premises provided they are not used for dwelling purposes.

8. No dwelling house or other structures shall be moved upon the premises from outside said addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

9. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

10. No fence, wall or hedge shrub, which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. All fences shall be constructed of new material (except for used brick or stone).

11. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood such as a secondary business as auto mechanic or repair shop.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builders to advertise the property during the construction and sales period. The developer may erect a sign of larger size in conformance with city ordinance to advertise the development as long as there remains any unsold lots in the development.

13. No fence or wall shall be erected nearer the front property line than the front of the dwelling.

14. No inoperative vehicles shall remain parked on the premises, in streets or in alleys, for longer than thirty (30) days.

15. All boats, boat trailers, stock trailers, 18 wheelers, tractor trailer trucks, or trailers of any kind, and all vehicles having a load capacity of greater than one (1) ton, shall be parked on the property of the lot owner, and shall not be parked on any street or alley.

16. All outbuildings such as tool sheds, storage houses, trailer ports, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.

17. No residence shall be occupied until construction of the interior and exterior of the residence is completed.

18. The erection or construction of log homes shall be prohibited in this subdivision.

19. Each owner of a lot in the subdivision shall keep said property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure.

20. Property owners shall not dump any litter, any household garbage, refuse or dead animals into Town Creek, which runs along the eastern and southeastern sides of this subdivision.

21. All residences shall require a two (2) car garage that shall be erected simultaneously with erecting of the residence and shall be constructed in accordance with all these restrictions. All garages shall have masonry construction or brick, rock or stucco veneer covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors, or gables.

22. No garage shall ever be converted into a room or living quarters without adding an additional 2-car garage at the same time.

23. All construction or remodeling on a residence and garage shall be completed within nine (9) months of the day such construction begins, except that this restriction is not applicable to Lot #118 containing the "Old Neffendorf Rock House."

24. Developer may at its sole discretion enforce these restrictions but is under no obligation to do so.

25. The covenants and conditions set forth above shall be covenants running with the title of any lot or division of any lot.

26. No one shall interfere with any natural drainage pattern or constructed drainage system established by the development by altering any slopes, constructing or destroying any retaining wall or obstructing or changing the contour of any channel, swale, or embankment, or taking any other action which will or is likely to retard, change, or interfere with drainage or create erosion within this area.

27. Lots No. 124, 123, 122, 121, 120, 119, and 118 of Unit 3 shall be subject to a 10' fence building and maintenance easement along the North property line in favor of the owners of the tract of land North of these lots.

28. Fredericksburg Cross Mountain West Limited may require special and different deed restrictions at their sole discretion for Lot #118 which contains the "Old Neffendorf Rock House" to help preserve its historical and unique nature.

29. The following deed restriction shall apply only to the lots in Unit 3 that back up to Cherry Street, that is Lot Nos. 87, 88, 89, 90, 91, 92, 93, 94 and 96. Lot owners of these lots shall be required to maintain the wire fence along North Cherry Street at the back of their lots in good working order and in good appearance. No changes (or gates added) shall be made to this fence that are visible from North Cherry Street. No additional privacy fence or other fence shall be allowed inside this wire fence along North Cherry Street. On the "side" lot lines of these lots, any type of fence, including a privacy type fence or no fence at all shall be allowed. If the lot owners of these lots desire a privacy screen along Cherry Street at the back of their lots, they may grow ivy on or near the wire fence, or other shrubs or plants in their backyard near the wire fence." The City of Fredericksburg, and/or any lot owner and/or Developer may enforce this restriction. (Restriction # 29 only.)

30. For Lot #118 containing the "Old Neffendorf Rock House" renovation must begin within 6 months of closing and must be complete within 18 months of beginning and shall be of good quality workmanship and appearance.

This subdivision and all lots are further subject to all subdivision plat notes, restrictions, easements, and set back lines.

If the undersigned or its assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the Addition may prosecute any proceeding at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, as lienholder, agrees to subrogate its rights under any document creating a lien and security interest in the property to the restrictions, protective covenants and conditions which are herein created.

WITNESS our hands this the 6th day of February, 2006.

FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED

BY: _____
Richard L. Hoerster, Manager of
Fredericksburg Hills, L.L.C., general partner

SECURITY STATE BANK AND TRUST,
FREDERICKSBURG, TEXAS

BY: William H. Cowden
Name (print): WILLIAM H. COWDEN, JR.
Title: PRESIDENT

STATE OF TEXAS }
}
COUNTY OF GILLESPIE }

This instrument was acknowledged before me on this the 6th day of February, 2006, by RICHARD L. HOERSTER, Manager of Fredericksburg Hills, L.L.C., a Texas limited liability company and general partner of Fredericksburg Cross Mountain West Limited, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

CHRISTI WENDT
Notary Public
STATE OF TEXAS
My Commission
Expires 09/26/2008

Christi Wendt
Notary Public, State of Texas

STATE OF TEXAS }
}
COUNTY OF GILLESPIE }

This instrument was acknowledged before me on this the 6th day of February, 2006, by William H. Cowden, Jr. President of Security State Bank and Trust, Fredericksburg, Texas, a Texas banking corporation, on behalf of said banking corporation.

CINDY HARRISON
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/08/2006

Cindy Harrison
Notary Public, State of Texas

EXHIBIT "A"

STATE OF TEXAS } 16.30 acre tract

COUNTY OF GILLESPIE. }

Field note description of 16.30 acres of land, more or less, prepared from Deed Record information at the request of Fredericksburg Cross Mountain West Limited. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys with the following approximate acreages:

0.94 acre of land, more or less, part of the James W. Clark Survey No. 190, Abstract No. 125;
15.36 acres of land, more or less, part of the Jose Maria De Hollos (Hollis) Survey No. 132, Abstract No. 283;
and being parts of Outlots No. 319 & 320 as said Outlots are shown on the map of Fredericksburg, Texas, and Environs, by the German Emigration Company, and being part of that 47.75 acre tract of land described in a conveyance to Fredericksburg Cross Mountain West Limited by Donald L. Day, et ux, dated November 1, 1995, found of record in Volume 295, pages 859-862 of the real Property Records of Gillespie County, Texas.

Said 16.30 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch steel bar set at a fence corner post in a West line of that 171.809 acre tract of land described in a conveyance to Richard Hoerster, et ux, et al, found of record in Volume 141, pages 499-501 of the Deed Records of Gillespie County, Texas, for the S.E. corner of that 35.1 acre tract of land described in a conveyance to Richard Hoerster found of record in Volume 230, pages 217-220 of said Real Property Records, for the N.N.E. corner of said 47.75 acre tract, for the N.N.E. corner of this tract of land;

THENCE with a West line of said 171.809 acre tract and an East line of said 47.75 acre tract, S. 3 deg. 15 min. 40 sec. W., along the general course of a fence, 51.25 feet to a ½ inch steel bar set at a corner post, for a S.W. corner of said 171.809 acre tract, for a reentrant corner of said 47.75 acre tract, for the N.W. corner of Lot No. 64, Cross Mountain West, Unit 2, plat found of record in Volume 3, page 98 of the Plat Records of Gillespie County, Texas, for a southeasterly corner of this tract of land;

THENCE with the westerly lines of said Cross Mountain West, Unit 2, as follows:

S. 38 deg. 40 min. 15 sec. W. 163.48 feet;
S. 7 deg. 45 min. 43 sec. W. 177.53 feet;
S. 82 deg. 14 min. 17 sec. E. 63.37 feet;
S. 7 deg. 45 min. 43 sec. W. 172.01 feet;

S. 43 deg. 20 min. 24 sec. W. 112.94 feet;
S. 20 deg. 45 min. 55 sec. W. 63.91 feet;

THENCE, S. 41 deg. 18 min. 32 sec. W. 93.26 feet;

THENCE, S. 02 deg. 37 min. 36 sec. W. 105.23 feet along the West line of that triangle tract of land conveyed to John Steven Hoerster by Deed of record in Volume 416, page 001 of the Official Public Records, Gillespie County, Texas;

THENCE S. 20 deg. 45 min. 55 sec. W. 23.00 feet;

S. 35 deg. 20 min. 23 sec. W. 98.98 feet;
S. 48 deg. 13 min. 14 sec. W. 85.42 feet;
S. 68 deg. 29 min. 12 sec. W. 91.45 feet;
S. 85 deg. 37 min. 55 sec. W. 64.18 feet;
S. 62 deg. 32 min. 44 sec. W. 30.11 feet;
S. 8 deg. 29 min. 13 sec. W. 54.86 feet;
N. 77 deg. 50 min. 34 sec. W. 113.01 feet;
S. 12 deg. 09 min. 26 sec. W. 50.99 feet to a point in the North line of Lupine Lane as dedicated on said plat of Cross Mountain West, Unit 1, for the S.S.W. corner of this tract of land;

THENCE with the northerly line of Lupine Lane, as follows:
with the arc of a curve to the right having a radius of 75.0 feet, in a westerly direction, a distance of 30.37 feet (L.C. bears N. 65 deg. 15 min. 44 sec. W. 30.16 feet);
N. 53 deg. 39 min. 40 sec. W. 18.76 feet;
with the arc of a curve to the left having a radius of 125.0 feet, in a westerly direction, a distance of 69.33 feet (L.C. bears N. 69 deg. 33 min. 02 sec. W. 68.44 feet);
with the arc of a curve to the right having a radius of 30.0 feet, in a northwesterly direction, a distance of 45.35 feet (L.C. bears N. 42 deg. 08 min. 04 sec. W. 41.15 feet) to a point in the as dedicated East line N. Cherry Street as shown on the plat of said Cross Mountain West, Unit 1, for the W.S.W. corner of this tract of land;

THENCE with the as dedicated East line of N. Cherry Street, N. 1 deg. 10 min. 15 sec. E. 1074.01 feet to a point in the South line of said 35.1 acre Hoerster tract and in a North line of said 47.75 acre tract, for the N.W. corner of this tract of land, from which the N.W. corner of said 47.75 acre tract bears N. 89 deg. 19 min. 45 sec. W. 10.0 feet;

THENCE with the South line of said 35.0 acre tract and a North line of said 47.75 acre tract, S. 89 deg. 19 min. 45 sec. E., along the general course of a fence, 802.7 feet to the PLACE OF BEGINNING.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

February 06, 2006 02:54:40 PM

FEE: $47.00 20060848

EMIL NEFFENDORF TO THE SOUTHWESTERN STATES TELEPHONE COMPANY

EASEMENT AND RIGHT OF WAY

VOL. 88 PAGE 577

FORM EO-188

EXCHANGE Fredericksburg

THE STATE OF Texas

COUNTY OF Gillespie

KNOW ALL MEN BY THESE PRESENTS:

ORDER NO. 116

That Emil Neffendorf

of the County of Gillespie and State aforesaid, for and in consideration of the sum of One Dollar ($ 1.00) to Emil Neffendorf in hand paid by, THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 20 feet in width to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

Abstract of Lot	Court of Block	Survey of Dist.	Original Grants	acres
	Germ Eng Co.	309		10
	do	319		10
do	do	320		10
do	do	321		5
do	do	324		10
do	do	325		10
do	do	326		10
do	do	190	Clark James W.	.94
125				

Situated in Gillespie County, State of State of Texas and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the easement described above, and shall be as close to the highway right of way adjoining it as possible.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 4th day of February 1966

Emil Neffendorf

578

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF Texas

County of Gillespie

BEFORE ME, the undersigned authority, on this day personally appeared Ernst Neffendorf

known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of February, A. D. 1966

Walter Ottmers

Notary Public Gillespie County, Texas

WALTER OTTMERS
Notary Public Gillespie County, Texas
Commission Expires June 1, 1967

VOL 88 PAGE 578

Filed for record in my office the 16th day of May A.D. 1966 at 4:25 o'clock P. M. and duly recorded the 18th day of May A.D. 1966 at 2:37 o'clock P. M. in Volume 88, pages 577-578.

Felix Schoenewolf, Clk. Co. Ct., Gillespie County, Texas.

FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED TO THE PUBLIC

DEDICATION DEED

THE STATE OF TEXAS }
}
COUNTY OF GILLESPIE } KNOW ALL MEN BY THESE PRESENTS:

THAT, FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED, being the sole owner of the following described tract of land, to-wit:

> BEING a 13.3110 acre tract of land located in Gillespie County, Texas, being a part of the Jose Maria de Hollos Survey No. 132, Abstract No. 263, consisting of part of Outlots No. 319, 320, 325, and 326, as shown on the map of Fredericksburg, Texas by the German Emigration Company, and being part of a 47.75 acre tract described in deed recorded in Volume 262, Page 319 of the Deed Records of Gillespie County, Texas.

does hereby subdivide said property into CROSS MOUNTAIN WEST, Unit No. 2, an Addition in Fredericksburg, Gillespie County, Texas, as shown by the Map or Plat thereof found of record in Volume 3, Page 98, of the Plat Records of Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg, Texas, for public use forever, the streets, alleys, water courses, drains, easements and public places shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, said dedications being subject to the following restrictive and protective covenants.

The undersigned owner does hereby adopt the following restrictions, protective covenants and conditions which are to run with the land and shall be binding upon and inure to the benefit of all parties and all persons claiming under them until July 28, 2023, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots in said Addition shall execute an instrument waiving or amending the restrictions, protective covenants or conditions prior to July 28, 2023 or to the expiration of any of the successive ten (10) year periods. No amendment shall be effective until recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained, viz:

1. All lots and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes.

2. No dwelling house shall be constructed upon any lot in this addition, which contains less than 1500 square feet of living area, exclusive of garages, carports and porches, and all dwelling houses shall have masonry construction or brick, rock or stucco veneer covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.

3. Only new construction materials (except for used brick or stone) shall be used in construction of any structure situated on a lot.

4. No swine or any other animals or poultry that are noxious or offensive shall be kept upon any lot or portions thereof.

5. Every dwelling constructed upon said property shall be provided with sanitary, indoor plumbing and no permanent outdoor privies shall be permitted.

6. No trailer, trailer house, modular home, tent, shack, garage apartment or servant's quarters shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.

7. No shack, trailer, trailer house, modular home, or tent shall ever be placed upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the premises provided they are not used for dwelling purposes.

8. No dwelling house or other structures shall be moved upon the premises from outside said addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

9. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

10. No fence, wall or hedge shrub, which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. All fences shall be constructed of new material (except for used brick or stone).

11. No dwelling shall be erected or placed on any lot on which the lot width is less than 70 feet at the minimum building set back line.

12. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood such as a secondary business as auto mechanic or repair shop.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builders to advertise the property during the construction and sales period. The developer may erect a sign of larger size in conformance with city ordinance to advertise the development as long as there remains any unsold lots in the development.

14. No fence or wall shall be erected nearer the front property line than the front of the dwelling.

15. No inoperative vehicles shall remain parked on the premises, in streets or in alleys, for longer than thirty (30) days.

16. All boats, boat trailers, stock trailers, 18 wheelers, tractor trailer trucks, or trailers of any kind, and all vehicles having a load capacity of greater than one (1) ton, shall be parked on the property of the lot owner, and shall not be parked on any street or alley.

17. All outbuildings such as tool sheds, storage houses, trailer ports, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.

18. No residence shall be occupied until construction of the interior and exterior of the residence is completed.

19. The erection or construction of log homes shall be prohibited in this subdivision.

20. Each owner of a lot in the subdivision shall keep said property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure.

21. Property owners shall not dump any litter, any household garbage, refuse or dead animals into Town Creek, which runs along the western and northern sides of this subdivision.

22. All residences shall require a two (2) car garage that shall be erected simultaneously with erecting of the residence and shall be constructed in accordance with all these restrictions. All garages shall have masonry construction or brick, rock or stucco veneer covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors, or gables.

23. No garage shall ever be converted into a room or living quarters without adding an additional 2-car garage at the same time.

24. All construction or remodeling on a residence and garage shall be completed within nine (9) months of the day such construction begins.

25. Developer may at its sole discretion enforce these restrictions but is under no obligation to do so.

26. The covenants and conditions set forth above shall be covenants running with the title of any lot or division of any lot.

27. No fences or walls shall be erected closer than 25' of any streets in Cross Mountain West that run East and West, which are the following streets: Lupine Lane, Paintbrush Hollow Street, Persimmon Court and Prickly Pear Court.

28. No one shall interfere with any natural drainage pattern or constructed drainage system established by the development by altering any slopes, constructing or destroying any retaining wall or obstructing or changing the contour of any channel, swale, or embankment, or taking any other action which will or is likely to retard, change, or interfere with drainage or create erosion within this area.

29. The rear building setback lines on all lots in Unit 2 shall be 20' to conform to the 20' rear setback lines in Unit No. 1. All other setback lines in Unit No. 2 shall be as described on the final subdivision plat of Cross Mountain West, Unit No. 2, Fredericksburg, Texas.

30. Lots No. 64, 63, 62, 61, 60, 59 and 58 of Unit 2 shall be subject to a 10' fence building and maintenance easement along the North property line in favor of the owners of the tract of land North of these lots.

This subdivision and all lots are further subject to all subdivision plat notes, restrictions and easements.

If the undersigned or its assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the Addition may prosecute any proceeding at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Failure to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, as lienholder, agrees to subrogate its rights under any document creating a lien and security interest in the property to the restrictions, protective covenants and conditions which are herein created.

WITNESS our hands this the 28th day of July, 2003.

FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED

BY: _____
Richard L. Hoerster, Manager of
Fredericksburg Hills, L.L.C., general partner

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS

BY: _____
Name (print): William H. Cowden, Jr.
Title: Senior Vice President

STATE OF TEXAS }
}
COUNTY OF GILLESPIE }

This instrument was acknowledged before me on this the 28th day of July, 2003, by RICHARD L. HOERSTER, Manager of Fredericksburg Hills, L.L.C., a Texas limited liability company and general partner of Fredericksburg Cross Mountain West Limited, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

CHRISTI WENDT
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/26/2004

Christi Wendt
Notary Public, State of Texas

STATE OF TEXAS }
}
COUNTY OF GILLESPIE }

This instrument was acknowledged before me on this the 28th day of July, 2003, by William H. Cowden, Jr., Senior Vice President of Security State Bank and Trust, Fredericksburg, Texas, a Texas banking corporation, on behalf of said banking corporation.

CINDY HARRISON
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/08/2006

Cindy Harrison
Notary Public, State of Texas

034451

514 592

FILED FOR RECORD
AT 3:31 O'CLOCK P M

JUL 28 2003

MARY LYNN RUSCHE
CLERK COUNTY COURT
GILLESPIE COUNTY, TEXAS
By _____ Deputy

THE STATE OF TEXAS
County of Gillespie

I, MARY LYNN RUSCHE, Clerk of the County Court of said County,

do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record on date stamped hereon and duly recorded this 29th day of July A.D. 20 03, at 10:40 o'clock a M., in the official public records of said County, in Volume 514, on Pages 585-592.

Witness my hand and seal of the County Court of said County, at office in Fredericksburg, Texas, the day and year last above written.

MARY LYNN RUSCHE
Clerk, County Court, Gillespie County, Texas

By Jessica Gorman Deputy

Jessica Gorman

EMIL NEFFENDORF TO THE SOUTHWESTERN STATES TELEPHONE COMPANY

EASEMENT AND RIGHT OF WAY

VOL. 88 PAGE 577

FORM EO-169

THE STATE OF Texas

COUNTY OF Gillespie

KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE Fredericksburg

ORDER NO. 116

That Emil Neffendorf of the County of Gillespie and State aforesaid, for and in consideration of the sum of One Dollar ($ 1.00) to Emil Neffendorf in hand paid by, THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 20 feet in width to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

Abstract of Lot	Part of Block	Survey or Dist.	Original Grants	acres
		Germ Emg Co.	309	10
		do	319	10
do	do	do	320	10
do	do	do	321	5
do	do	do	314	10
do	do	do	325	10
do	do	do	326	10
do	do	do	190	
			Black James W.	.94

125

Situated in Gillespie County, State of State of Texas, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the easement described above, and shall be as close to the highway right of way adjoining it as possible.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 16th day of February, 1946

Emil Neffendorf

578

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF Texas

County of Gillespie

PAGE 578 VOL 88

BEFORE ME, the undersigned authority, on this day personally appeared Ernest Neffendorf

known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of February, A. D. 1966

Walter Ottmers

Notary Public Gillespie County, Texas

NOTARY PUBLIC COUNTY OF GILLESPIE TEXAS

WALTER OTTMERS
Notary Public Gillespie County, Texas
Commission Expires June 1, 1967

Filed for record in my office the 16th day of May A.D. 1966 at 4:25 o'clock P. M. and duly recorded the 18th day of May A.D. 1966 at 2:37 o'clock P. M. in Volume 88, pages 577-578.

Felix Schoeny, Clk. Co. Ct., Gillespie County, Texas.

033422 507 908

Central Texas Electric Co-op
306 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

Work Order No.: 22185FR/30290
Line No.: _____
Name: _____

RIGHT OF WAY EASEMENT (DISTRICTION)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Gillespie §

That Richard L. Hoerster, hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Gillespie County, Texas, more particularly described as follows:

A tract of land located approximately 1 miles N of the City of Fredericksburg;

and bounded on the north by land owned by: Hoerster Prop;

on the south by land owned by: Cross Mountain West unit 2;

on the east by land owned by: RR 965;

on the west by land owned by: Cherry Hollow.

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground), including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or relocating electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The width of the easement shall be 20 feet, one half (½) of such distance on either side of Cooperative's lines, poles, or other facilities. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, and his heirs, successors and assigns to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons:

Granting easement as per sketch attached.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified. The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. Grantor shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

Grantor further covenants that Grantor, his heirs, successors and assigns, shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all times and shall not build, construct, or cause to be erected, any building or other structure upon the easement right-of-way that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

SIGNED this 10 day of Feb, 2003.

WITNESS:

Kenneth W Kruse

GRANTOR(S):

Richard L. Hoerster

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by _____.

_____
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by _____ and _____.

_____
Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by _____, _____ of _____, on behalf of _____.

_____
Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF Caldwell §

Before me, the undersigned authority, on this the 28 day of May, 20 03, Kenneth W. Kreuz, appeared before me, and, after being duly sworn by me, stated that he saw Richard L Hoerster, Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.

Janelle Neffendorf
Notary Public, State of Texas

JANELLE NEFFENDORF
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/21/2003

JOB ORDER:_____

RULING SPAN:_____

CENTRAL TEXAS ELECTRIC COOPERATIVE

TEXAS 149.. GILLESPIE

_____ WIRE-SIZE _____ KIND _____

WORK ORDER: 30290

SHEET 1 OF 8 SHEETS

507 910

Sketch

Hoerster – Prop –

← Easement Area

3φ Ped

LE1

T-0

Pole will be Put in on w/o 22193 & PE and underground will be installed on w/o 30290

58

57

56

55

54

53

52

51

64 63 62 61 60 59

65 66 67 68 69 70 71

78 77 76 75 74 73 72

79 80 81 82 83 84 85 86

454

172 160 172 145 174 187 119 175

MP-1 MP-2 MP-3 MP-4 MP-5 MP-6 MP-7 MP-8 MP-9 MP-10 MP-11 MP-12 MP-13 MP-14 MP-15 MP-16 MP-17

T-1 50 KVA T-2 6ft T-3 T-4 T-5 6ft T-6 T-7 T-8 50 KVA T-9 50 KVA

75KVA 50KVA 50KVA 50KVA 50KVA

SL-1 SL-2 SL-3 SL-4

Existing UKD

Install 4" PVC sch 40 for this service

□ Transformer

⊞ Junction Box 3 phase

▣ meter pedestal

Security light Steel pole

oooo Service

——— primary

- - - - primary

— — — primary

– Note –

All primary will be installed in 2" pvc

All Service will be installed in 3" pvc Sch 40 except Service going to Security lights will be installed in 1" pvc Sch 40. and where otherwise indicated

Install 4" pvc Sch 40 for this Service

033422

FILED FOR RECORD
AT 10:00 O'CLOCK A M

JUN 12 2003

MARY LYNN RUSCHE
CLERK COUNTY COURT
GILLESPIE COUNTY, TEXAS
By Mary Lynn Rusche Deputy

THE STATE OF TEXAS }
County of Gillespie } I, MARY LYNN RUSCHE, Clerk of the County Court of said County,

do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record on date stamped hereon and duly recorded this 13th day of June A.D. 20 03, at 12:10 o'clock P.M., in the official public records of said County, in Volume 507, on Pages 908-911.

Witness my hand and seal of the County Court of said County, at office in Fredericksburg, Texas, the day and year last above written.

MARY LYNN RUSCHE
Clerk, County Court, Gillespie County, Texas

By Jessica Gorman Deputy
Jessica Gorman

FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED ET AL TO THE PUBLIC

DEDICATION DEED

THE STATE OF TEXAS }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE }

973106

THAT, FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED, being the sole owner of the following described tract of land, to-wit:

> BEING 18.009 acres (including 0.288 of an acre for right of way dedication on Cherry Street) located in Gillespie County, Texas, being a part of the Jose Maria de Hollos Survey No. 132, Abstract No. 283, consisting of part of Outlots No. 320, 321, 324 and 325 as shown on the map of Fredericksburg, Texas by the German Emigration Company, and being part of a 47.75 acre tract described in deed recorded in Volume 262, Page 319 of the Deed Records of Gillespie County, Texas.

does hereby subdivide said property into CROSS MOUNTAIN WEST, Unit No. 1, an Addition in Fredericksburg, Gillespie County, Texas, as shown by the Map or Plat thereof found of record in Volume 2, Page 112, of the Plat Records of Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg, Texas, for public use forever, the streets, alleys, water courses, drains, easements and public places shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, said dedications being subject to the following restrictive and protective covenants.

The undersigned owner do hereby adopt the following restrictions, protective covenants and conditions which are to run with the land and shall be binding upon and inure to the benefit of all parties and all persons claiming under them until January 1, 2017, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots in said Addition shall execute an instrument waiving or amending the restrictions, protective covenants or conditions prior to January 1, 2017 or to the expiration of any of the successive ten (10) year periods. No amendment shall be effective until recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained, viz:

1. All lots and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes.

2. No dwelling house shall be constructed upon any lot in this addition, which contains less than 1500 square feet of living area, exclusive of garages, carports and porches, and all dwelling houses shall have masonry construction or brick, rock or stucco veneer covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.

3. Only new construction materials (except for used brick or stone) shall be used in construction of any structure situated on a lot.

4. No swine or any other animals or poultry that are noxious or offensive shall be kept upon any lot or portions thereof.

5. Every dwelling constructed upon said property shall be provided with sanitary, indoor plumbing and no permanent outdoor privies shall be permitted.

6. No trailer, trailer house, modular home, tent, shack, garage apartment or servant's quarters shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.

7. No shack, trailer, trailer house, modular home, or tent shall ever be placed upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the premises provided they are not used for dwelling purposes.

8. No dwelling house or other structures shall be moved upon the premises from outside said addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

9. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

10. No fence, wall or hedge shrub, which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. All fences shall be constructed of new material (except for used brick or stone).

11. No dwelling shall be erected or placed on any lot on which the lot width is less than 70 feet at the minimum building set back line.

12. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood such as a secondary business as auto mechanic or repair shop.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builders to advertise the property during the construction and sales period. The developer may erect a sign of larger size in conformance with city ordinance to advertise the development as long as there remains any unsold lots in the development.

14. No fence or wall shall be erected nearer the front property line than the front of the dwelling.

15. No inoperative vehicles shall remain parked on the premises, in streets or in alleys, for longer than thirty (30) days.

16. All boats, boat trailers, stock trailers, 18 wheelers, tractor trailer trucks, or trailers of any kind, and all vehicles having a load capacity of greater than one (1) ton, shall be parked on the property of the lot owner, and shall not be parked on any street or alley.

17. All outbuildings such as tool sheds. storage houses, trailer ports, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.

18. No residence shall be occupied until construction of the interior and exterior of the residence is completed.

19. The erection or construction of log homes shall be prohibited in this subdivision.

20. Each owner of a lot in the subdivision shall keep said property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure.

21. Property owners shall not dump any litter, any household garbage, refuse or dead animals into Town Creek, which runs along the western side of this subdivision.

22. All residences shall require a two (2) car garage that shall be erected simultaneously with erecting of the residence and shall be constructed in accordance with all these restrictions. All garages shall have masonry construction or brick, rock or stucco veneer covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors, or gables.

23. No garage shall ever be converted into a room or living quarters without adding an additional 2-car garage at the same time.

24. All construction or remodeling on a residence and garage shall be completed within nine (9) months of the day such construction begins.

25. Developer may at its sole discretion enforce these restrictions but is under no obligation to do so.

26. The covenants and conditions set forth above shall be covenants running with the title of any lot or division of any lot.

27. No fences or walls shall be erected closer than 25' of any streets in Cross Mountain West that run East and West, which are the following streets: Lupine Lane, Paintbrush Hollow Street, Persimmon Court and Agarita Court.

28. No one shall interfere with any natural drainage pattern or constructed drainage system established by the development by altering any slopes, constructing or destroying any retaining wall or obstructing or changing the contour of any channel, swale, or embankment, or taking any other action which will or is likely to retard, change, or interfere with drainage or create erosion within this area.

If the undersigned or its assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the Addition may prosecute any proceeding at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, as lienholder, agrees to subrogate its rights under any document creating a lien and security interest in the property to the restrictions, protective covenants and conditions which are herein created.

WITNESS our hands this the 27th day of August, 1997.

FREDERICKSBURG CROSS MOUNTAIN WEST LIMITED

BY: _____
Richard L. Hoerster, Manager of
Fredericksburg Hills, L.L.C., general partner

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS

BY: _____
Name (print): DON L. MORGAN
Title: PRESIDENT

STATE OF TEXAS }
}
COUNTY OF GILLESPIE }

This instrument was acknowledged before me on this the 27th day of August, 1997, by RICHARD L. HOERSTER, Manager of Fredericksburg Hills, L.L.C., a Texas limited liability company and general partner of Fredericksburg Cross Mountain West Limited, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

CHRISTI WENDT
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/28/2000

_____
Notary Public, State of Texas

STATE OF TEXAS }
}
COUNTY OF GILLESPIE }

This instrument was acknowledged before me on this the 27th day of August, 1997, by Don F. Harrison, President of Security State Bank and Trust, Fredericksburg, Texas, a Texas banking corporation, on behalf of said banking corporation.

Kathlyn Duecker
Notary Public, State of Texas

KATHLYN DUECKER
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/05/2000

EMIL NEFFENDORF TO THE SOUTHWESTERN STATES TELEPHONE COMPANY

EASEMENT AND RIGHT OF WAY

VOL. 88 PAGE 577

FORM SD-168

THE STATE OF Texas

COUNTY OF Gillespie

KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE Fredericksburg

ORDER NO. 116

That Emil Neffendorf

of the County of Gillespie and State aforesaid, for and in consideration of the sum of One Dollars ($ 1.00) to Emil Neffendorf in hand paid by THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 20 feet in width to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit

Abstract or Lot	Part of Block	Survey or Dist.	Original Grants	acres
	Germ Emy Co.	309		10
	do	do 319		10
do	do	do 320		10
do	do	do 321		5
do	do	do 324		10
do	do	do 325		10
do	do	do 326		10
do	do	do 190	Black James W.	.94
125				

Situated in Gillespie County, State of State of Texas, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the easement described above, and shall be as close to the highway right of way adjoining it as possible.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS My hand this 16th day February, 1946

Emil Neffendorf

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CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF Texas

County of Gillespie

BEFORE ME, the undersigned authority, on this day personally appeared Ernest Neffendorf

known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of February, A. D. 1966

Walter Otmers

Notary Public, Gillespie County, Texas

WALTER OTMERS
Notary Public Gillespie County, Texas
Commission Expires June 1, 1967

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NOTARY PUBLIC COUNTY OF GILLESPIE TEXAS

Filed for record in my office the 16th day of May A.D. 1966 at 4:25 o'clock P. M. and duly recorded the 18th day of May A.D. 1966 at 2:37 o'clock P. M. in Volume 88, pages 577-578.

Felix Schoenig, Clk. Co. Ct., Gillespie County, Texas.