CJB/emh/REAL ESTATE/restrictions



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DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS OF DIETRICH OAKS RANCH SUBDIVISION

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

KNOW ALL MEN BY THESE PRESENTS:

THAT, DALE A. CRENWELGE, ("Declarant"), being the owner of those certain tracts of land known as DIETRICH OAKS RANCH SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, comprised of a) Dietrich Oaks Ranch Subdivision, out of and a part of Richard Slack Survey No. 194, Abstract No. 610, plat of which is recorded at Volume Le, Page 76 of the Plat Records of Gillespie County, Texas; b) that certain 10.540 acre tract of land situated in Gillespie County, Texas, out of the Richard Slack Survey No. 194, Abstract 610 and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference; and c) that certain 11.510 acre tract of land situated in Gillespie County, Texas, out of the Richard Slack Survey No. 194, Abstract 610 and being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference, in the aggregate, the "Property", as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the Property, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described Property therein, which easements, restrictions, covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such property shall be conclusively held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to DALE A. CRENWELGE, his successors and assigns, if successors or assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Dwelling" shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence.

"Improvement" or "Improvements" shall mean or refer to all structures or other improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, barns, carports, fences, pens, well houses, entryways, gates, recreation areas, utility installations, driveways, and any exterior additions including any changes or alterations thereto.

"Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Tract including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property hereinbefore described as that certain subdivision known as DIETRICH OAKS RANCH SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, comprised of a) Dietrich Oaks Ranch Subdivision, out of and a part of Richard Slack Survey No. 194, Abstract No. 610, plat of which is recorded at Volume Ce, Page 210 of the Plat Records of Gillespie County, Texas; b) that certain 10.540 acre tract of land situated in Gillespie County, Texas, out of the Richard Slack Survey No. 194, Abstract 610 and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference; and c) that certain 11.510 acre tract of land situated in Gillespie County, Texas, out of the Richard Slack Survey No. 194, Abstract 610 and being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference.

"Tract" or "Lot" shall mean and refer to any plot of land which is out of the Property.

ARTICLE II.

RESTRICTIVE COVENANTS

The Declarant hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Declarant and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarant and each Owner of any part of the Property, and their respective heirs, successors and assigns.

Section 1. Building Restrictions

(1) Not more than one single-family dwelling may be erected on any Tract. In addition, Servant's quarters, one (1) guest house, B & B (Bed and Breakfast), VRBO (Vacation Rental by Owner), and related outbuildings, barns, stables, pens, fences and other similar improvements may be constructed or erected on a Tract.

(2) Single-family dwellings shall contain a minimum of 1800 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is

heated and cooled, exclusive of porches, breezeways, carports, garages or basements.

(2a) B & B, VRBO, and Guest houses shall contain a minimum of 1000 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements.

(3) The exterior of the dwelling, servant's quarters, B & B, VRBO and guesthouses ("buildings") shall be constructed of rock, stone, stucco, and/or masonry constituting 50% of the exposed exterior of the buildings. The exposed exterior shall exclude area occupied by windows and doors.

(4) All buildings shall be substantially completed not later than twelve (12) months after the commencement of construction.

(5) All dwellings shall be newly constructed and erected on site. No dwelling shall be moved on to a Tract.

(6) A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems.

(7) Recreational vehicles, travel trailers, buses, mobile homes, modular homes, and/or manufactured homes shall not be used as a dwelling (permanent or temporary) on any tract. All boats, tractors, golf carts and ATV's, motorcycles, and other similar types of vehicles, recreational vehicles and travel trailers may be stored on a Tract provided they are not visible to the public view.

(8) All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance. No chain link fence shall be permitted.

(9) All utility lines, including but not limited to electric, telephone and cable shall be installed underground from the point of connection with the public utility to its terminus at the structure.

Section 2. Setback Requirements

(1) Except for entrance and other gates, fences, roadways, wells, well houses, septic systems and buried or overhead electric, telephone and other buried or overhead utility lines, no improvement shall be stored, placed or erected nearer than a) 50 feet from any side boundary of Lots 2, 4-13 and 100 feet from any front boundary of Lots 2, 4-13; (b 100 feet from the front and side boundaries of Tract 1; and c) 100 feet from the boundaries of any other tract.

(2) In the event any Owner shall own two tracts that abut each other, the abutting boundary line

shall not be subject to the setback restrictions.

(3) Notwithstanding anything to the contrary herein, any boundary of a Tract that does not abut other land in the Property, is not subject to this setback restriction.

(4) Upon submission of a written request to the Declarant, the Declarant may, from time to time in its sole discretion, permit Owners to construct, erect or install Improvements which are in variance with the setback requirements as provided in this Declaration. Such variances must, in the Declarant's sole discretion, not detrimentally affect the integrity of the Subdivision. The Declarant shall not be liable to any Owner for claims, causes of action, or damages arising out of the grant or denial of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Declarant's right to strictly enforce the covenants and restrictions provided hereunder, against any other Owner.

If written notice of approval of the variance request has not been delivered to the requesting Owner within thirty (30) days of the date of submission of the request, it shall be conclusively presumed that the Declarant has denied the request for a variance.

Section 3. Use Restrictions

(1) Except as set forth below, all Tracts constituting the Property shall be used and occupied by the Owner of the Tract for single-family residential purposes only, and no Tract shall be used for any commercial purpose. Notwithstanding the above and as exceptions thereto, a bed and breakfast or VRBO may be operated by an Owner on a Tract. For purposes of these restrictions, the term "bed and breakfast" shall mean a lodging service within rooms of the principal dwelling or in a separate guest house.

(2) No pigs, hogs, swine or fowl shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project.

(3) Declarant (and/or their tenants or assignees) shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has enclosed the Owner's Tract by a livestock restraining fence and upon completion of the livestock restraining fence, the right to graze cattle or livestock shall be permanently extinguished. Each Owner and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agree to indemnify and hold harmless Declarant (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to, any injuries to any persons or any damages to any properties that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection with, the exercise by Declarant (or their tenants or assignees) of the right to graze livestock on an Owner's Tract, and/or the presence of livestock on an Owner's Tract.

The grazing rights reserved herein shall be subordinate to the right of a lienholder under a

purchase money deed of trust, home equity loan or a mechanics and materialman's lien.

(4) The owner of a tract which has a boundary on the perimeter of the Subdivision (a boundary which abuts property other than a Subdivision Tract boundary) shall maintain the fence on the Tract's boundary perimeter in a manner which will restrain livestock.

(5) There shall be no commercial feeding operation or commercial breeding of animals or fowl on any Tract. Animals used for grazing a tract while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

(6) Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on any Tract. Owners are to keep each Tract clean and neat in appearance and free of litter at all times.

(7) No Tract shall be further divided or resubdivided without the express approval of Declarant.

(8) Harvesting and shooting of wildlife by the use of firearms is prohibited, provided shooting of snakes, predators and other dangerous animals to protect the property or person of any property owner on any Tract is permitted. Harvesting wildlife by the use of a bow and arrow or cross bow on one or more contiguous Tracts of land owned by the same Owner that in the aggregate exceed ten acres is permitted.

(9) No Hunting Blinds/Stands/Feeders shall be placed within 150 feet of the boundary of any other Tract unless the abutting Tract is owned by the same Owner. Commercial hunting is not allowed.

(10) No prolonged or persistent discharge of firearms, such as skeet or trap-shooting, shall be allowed on any Tract.

(11) All driveways shall be constructed of asphalt, concrete, pre-manufactured stone or brick pavers, or pink crushed granite.

(12) All structures including water well pumphouses, guest houses, pool houses and storage buildings shall have exterior walls, roof and trim that are of comparable color to the main dwelling.

(13) No signs, banners or pennants of any kind shall be displayed to the public view on any Tract, except for real estate signs marketing property in the subdivision.

(14) All yards and lawns and other portions of Tracts that are landscaped or cleared shall be kept neat and well maintained and all grass, weeds and vegetation on each tract shall be kept neat in appearance.

(15) No Tract shall be used as a dumping ground for rubbish.

(16) No radio or television aerial wires or antennas shall be erected on any portion of any Tract.

(17) No building structure erected on any Tract shall exceed thirty-five (35) feet in height.

ARTICLE III.

TERM

The covenants and restrictions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2045, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners of at least fifty-one percent (51%) of the Tracts has been recorded agreeing to terminate said covenants and restrictions in whole or in part; provided that, if Declarant owns any interest in the Property at the time, the covenants and restrictions may only be terminated if the Declarant joins in executing such instrument.

ARTICLE IV.

ENFORCEMENT

Section 1. Right of Enforcement. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserves the right to enforce this Declaration, though it may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, condition or restrictions herein contained.

ARTICLE V.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, conditions or restrictions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, conditions or restrictions hereof, which shall remain in full force and effect.

ARTICLE VI.

AMENDMENT

(a) Except as otherwise provided herein, as long as Declarant owns any interest in the Property, the Declarant and the Owners (but expressly excluding their respective mortgagee's, if any) of at least fifty percent (50%) of the Tracts may amend this Declaration, by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas. Except as otherwise provided herein, from and after the date that Declarant no longer owns any interest in the Property, the Owners (but expressly excluding their respective mortgagee's, if any) of at least eighty percent (80%) of the Tracts may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas.

(b) Notwithstanding anything to the contrary, as long as Declarant retains an ownership interest in the property, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in the exercise of its good faith judgment. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

ARTICLE VII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Tract only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED by said Declarant, this 23 day of March, 2020.

Dale A Crenwelge

DALE A. CRENWELGE

CJB/emh/REAL ESTATE/restrictions

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 23 day of March 2020, by DALE A. CRENWELGE.

Notary Public, State of Texas

CAROLYN WEIDENFELLER
Notary Public, State of Texas
Comm. Expires 03-12-2024
Notary ID 261617-4

EXHIBIT "A"

SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7490 | TBPLS Firm #10195966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 10.540 acres of land out of the Richard Slack Survey No. 194, Abstract No. 610 in Gillespie County, Texas and being a portion of that certain 120.5 acre tract described in Instrument No. 20190695 of the Official Public Records of Gillespie County, Texas; Said 10.540 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in November 2019:

BEGINNING at a 1/2 inch iron rod with cap marked "Bonn 4447" found in the occupied south line of that certain 200 acre tract, First Tract, recorded in Volume 81, Page 215 of the Deed Records of Gillespie County, Texas, for the northeast corner of that certain 74.92 acre tract described in Volume 164, Page 456 of said Deed Records, the northwest corner of said 120.5 acre tract, and the northwest corner hereof;

THENCE North 87°55'16" East a distance of 565.74 feet along the occupied south line of said 200 acre tract and the north line of said 120.5 acre tract to a 1/2 inch iron rod set for the northeast corner hereof, and from which a 6 inch cedar fence corner post found for the northeast corner of said 120.5 acre tract bears North 87°55'16" East a distance of 2607.61 feet;

THENCE crossing said 120.5 acre tract, the following 2 courses:

1. South 00°47'14" East a distance of 721.36 feet to a 1/2 inch iron rod set for the southeast corner hereof;

2. South 89°18'12" West a distance of 796.78 feet to a 1/2 inch iron rod found for a corner of said 74.92 acre tract, a corner of said 120.5 acre tract, and the southwest corner hereof;

THENCE along the east line of said 74.92 acre tract and the west line of said 120.5 acre tract, the following 2 courses:

1. North 38°57'53" East a distance of 195.31 feet to a 38 inch dead oak tree found;
2. North 10°00'45" East a distance of 567.23 feet to the POINT OF BEGINNING containing 10.540 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by;

Josh W. Leamons
Registered Professional Land Surveyor #6276
Date: November 22, 2019
Job# 19-2969

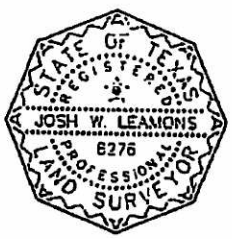


EXHIBIT "B"

SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG
P.O Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 11.510 acres of land out of the Richard Slack Survey No. 194, Abstract No. 610 in Gillespie County, Texas and being a portion of that certain 120.5 acre tract described in Instrument No. 20190695 of the Official Public Records of Gillespie County, Texas; Said 11.510 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in November 2019:

BEGINNING at a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found in the east line of that certain 74.92 acre tract described in Volume 164, Page 456 of said Deed Records and the west line of said 120.5 acre tract as defined by the boundary line agreement described in Instrument No. 20190290 of said Official Public Records, for the northwest corner of that certain 20.873 acre tract described in Instrument No. 20194205 of said Official Public Records and the southwest corner hereof;

THENCE along the east line of said 74.92 acre tract and the west line of said 120.5 acre tract, the following 6 courses:

1. North 04°02'06" West a distance of 96.22 feet to a 20 inch live oak tree fence corner found;
2. North 00°33'54" West a distance of 231.49 feet to a 1/2 inch iron rod found;
3. North 26°23'11" East a distance of 70.99 feet to a 16 inch dead oak tree fence corner found;
4. North 18°59'59" East a distance of 109.66 feet to a 14 inch live oak tree fence corner found;
5. North 23°51'41" East a distance of 29.44 feet to a 12 inch dead oak tree fence corner post found;
6. North 32°17'20" West a distance of 197.28 feet to a 1/2 inch iron rod found for a corner of said 120.5 acre tract and the northwest corner hereof;

THENCE crossing said 120.5 acre tract, the following 5 courses:

1. North 89°18'12" East a distance of 896.78 feet to a 1/2 inch iron rod set for the northeast corner hereof;

2. South 00°47'14" East, at a distance of 371.08 feet pass a 1/2 inch iron rod set, continue in all for a total distance of 402.04 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
3. South 74°59'33" West a distance of 250.68 feet to a 1/2 iron rod with cap marked "Searchers RPLS 6275" found;
4. Along a curve to the left having an arc length of 191.04 feet, a radius of 200.00 feet, and a chord that bears South 47°37'42" West a distance of 183.86 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
5. South 20°15'51" West a distance of 115.68 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found in the north line of said 20.873 acre tract, and from which a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found for a corner of said 20.873 acre tract bears North 90°00'00" East a distance of 263.83 feet;

THENCE North 90°00'00" West, at a distance of 31.98 feet pass a 1/2 inch iron rod set, continue in all for a total distance of 448.93 feet crossing said 120.5 acre tract along the north line of said 20.873 acre tract to the POINT OF BEGINNING containing 11.510 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by:

Josh W. Leamons
Registered Professional Land Surveyor #6276
Date: November 22, 2019
Job# 19-2969

STATE OF TEXAS
REGISTERED
JOSH W. LEAMONS
6276
PROFESSIONAL
LAND SURVEYOR

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
March 24, 2020 03:03:38 PM
FEE: $70.00 LSUTTLE
DCC
20201709

CJB/emh/REAL ESTATE/Restrictions



14 pgs
DECLARATION
20201710

2019360

DALE A. CRENWELGE TO THE PUBLIC

DECLARATION OF ROAD MAINTENANCE AGREEMENT AND ROADWAY EASEMENT OF DIETRICH OAKS RANCH SUBDIVISION

THE STATE OF TEXAS §

COUNTY OF GILLESPIE § KNOW ALL MEN BY THESE PRESENTS:

THAT, DALE A. CRENWELGE, is the owner of those certain tracts of land known as DIETRICH OAKS RANCH SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, comprised of a) Dietrich Oaks Ranch Subdivision, out of and a part of Richard Slack Survey No. 194, Abstract No. 610, plat of which is recorded at Volume 6 , Page 20 of the Plat Records of Gillespie County, Texas; b) that certain 10.540 acre tract of land situated in Gillespie County, Texas, out of the Richard Slack Survey No. 194, Abstract 610 and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference; and c) that certain 11.510 acre tract of land situated in Gillespie County, Texas, out of the Richard Slack Survey No. 194, Abstract 610 and being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference, in the aggregate, the "Property", as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the Property, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described Property therein, which easements, restrictions, covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such property shall be conclusively held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declaration" shall mean this instrument as it may be amended from time to time.

"Managing Owner" shall mean DALE A. CRENWELGE or such other Owner who, pursuant to the terms and provisions of Article IV of this Agreement (dealing with Managing Owner) becomes a successor person or entity charged with the rights, privileges, duties, obligations, and liabilities assigned to the Managing Owner in this Agreement.

"Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Tract, or any subdivision of a Tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation, and their heirs, successors and assigns.

"Property" shall mean and refer to that certain subdivision known as DIETRICH OAKS RANCH SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, comprised of a) Dietrich Oaks Ranch Subdivision, out of and a part of Richard Slack Survey No. 194, Abstract No. 610, plat of which is recorded at Volume Ce, Page 26 of the Plat Records of Gillespie County, Texas; b) that certain 10.540 acre tract of land situated in Gillespie County, Texas, out of the Richard Slack Survey No. 194, Abstract 610 and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference; and c) that certain 11.510 acre tract of land situated in Gillespie County, Texas, out of the Richard Slack Survey No. 194, Abstract 610 and being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference.

"Tract" shall mean any subdivision of the Property resulting in parcels out of the Property.

"Roadway Tract" shall mean that certain 5.155 acre tract of land situated in Gillespie County and being more particularly described on **Exhibit "C"** attached hereto and incorporated herein by reference.

ARTICLE II.

ROADWAY EASEMENTS

2.01 Attached hereto as **Exhibit "C"** and incorporated herein is a description of a sixty (60) foot wide 5.155 acre tract of land ("roadway tract").

2.02 Declarant hereby reserves, grants, conveys and assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the roadway tract more particularly described in **Exhibit "C"**, for the free and uninterrupted access to and from the above-referenced Tracts for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permitees. The easement shall be appurtenant to each and every Tract within the Property.

2.03 THE ROADWAY CONSTRUCTED UPON THE ROADWAY TRACT WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE PROPERTY.

2.04 ALL ROADWAYS PROVIDING ACCESS TO THE DIETRICH OAKS SUBDIVISION, A PLATTED SUBDIVISION IN GILLESPIE COUNTY, TEXAS, (THE

"SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS IN THE SUBDIVISION. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY FOR ACCESS TO THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

2.05 Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the roadway easement by any other Owner.

ARTICLE III.

MAINTENANCE AGREEMENT

3.01 Each Owner agrees to pay all assessments which may be made on their respective Tract for the purpose of maintaining, repairing and replacing a roadway upon the roadway tract. These expenses (herein "maintenance expenses") may include, but shall not be limited to, (1) the reconstruction, repair, maintenance, upkeep or replacement of the roadway, shoulders, drainage ditches, proposed concrete slab and culverts as an all-weather roadway, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

3.02 Beginning January 1, 2021, the Owner of each Tract of land out of the Property shall pay to the Managing Owner $300.00 per year (the annual maintenance assessment) without deductions, set off or prior demand, as its contribution to costs and expenses for the repair, maintenance, restoration and improvement of the roadway, provided the annual maintenance assessment for the 10.540 acre **Exhibit "A"** tract shall be $100.00.

3.03 If any of the Tracts are divided by an Owner of a Tract, the maintenance assessment shall be a charge upon each of the resulting tracts after the division.

3.04 In the event the Managing Owner has obtained proposals and bids for repair, maintenance and improvement of the roadway which will exceed the annual maintenance assessments (extraordinary maintenance expense), notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the Gillespie Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary maintenance expenses, together with a notification of the place of meeting which shall be in Gillespie County, Texas. A quorum for the purpose of approving a proposal for an extraordinary maintenance expense expenditure shall be the attendance of Owners, or their

agents acting by written proxy, owning at least 50% of the Tracts within the Property. Approval by Owners, or their agents acting by written proxy, representing more than 50% of the Tracts in attendance at a quorum shall be required for the approval of an extraordinary maintenance assessment for the extraordinary maintenance expense. The assessment for an extraordinary maintenance expense for the 10.540 acre **Exhibit "A"** tract shall be one-third of the assessment for all other tracts.

3.05 Any Owner who shall fail to deliver their annual maintenance assessment or their extraordinary maintenance assessment to the Managing Owner, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance the amount which is due by the defaulting Owner for the payment of the defaulting Owner's maintenance assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The maintenance assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract provided a notice of lien has been filed in the Official Public Records, Gillespie County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the tract. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Gillespie County, Texas.

ARTICLE IV.

MANAGING OWNER

4.01 Term of Office. Except as otherwise provided in this Article IV, the term of office for the Managing Owner shall commence upon the effective date of this Agreement and shall end upon the earliest of the following dates:

Two (2) years from commencement of the term of office, the date of death of the Managing Owner, the effective date of the resignation of the Managing Owner, the date of removal from office in accordance with the terms and provisions of Section 4.02, or the expiration of the maintenance term of this Agreement.

4.02 Resignation or Removal From Office. The Managing Owner, in the sole and absolute discretion of the Managing Owner, may resign effective as of thirty (30) days next following written notice to all other Owners. The Managing Owner may be removed from office without cause by the Owners (in number, not in acreage ownership) representing at least two-thirds (2/3rds) of the total number of Tracts.

4.03. Election of Successor of Managing Owner. Upon expiration of the term of office

or the resignation or removal from office of the Managing Owner, any Owner may, upon ten (10) calendar days written notice to all other Owners, call a meeting of Owners for the purpose of appointing a successor Managing Owner. The successor Managing Owner must be an Owner and the appointment of a successor Managing Owner shall require approval of the Owners representing more than fifty percent (50%) of the total number of Tracts.

4.04. Accounting. On or before January 15 of each calendar year, the Managing Owner shall provide an accounting in writing to all of the Owners of the receipts and expenses for the prior calendar year, supported by evidence of the source of the receipt and the statement and/or invoice for any expense incurred.

ARTICLE V.

TERM

The covenants and conditions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2045, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least two-thirds (2/3rds) of the Tracts in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

ARTICLE VII.

ENFORCEMENT

Any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default.

ARTICLE VIII.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, restrictions, or conditions hereof, which shall remain in full force and effect.

ARTICLE IX.

AMENDMENT

The Owners (but expressly excluding their respective mortgagee's, if any) of at least 80% of the Tracts in the Property may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas.

ARTICLE X.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations.

ARTICLE XI.

BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the Owners and their respective heirs, successors and assigns.

EXECUTED this 23 day of March, 2020.

Dale A Crenwelge
DALE A. CRENWELGE

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 23 day of March 2020, by DALE A. CRENWELGE.

CAROLYN WEIDENFELLER
Notary Public, State of Texas
Comm. Expires 03-12-2024
Notary ID 261517-4

Carolyn Weidenfeller
Notary Public, State of Texas

EXHIBIT "A"

SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7439 | TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 10.540 acres of land out of the Richard Slack Survey No. 194, Abstract No. 610 in Gillespie County, Texas and being a portion of that certain 120.5 acre tract described in Instrument No. 20190695 of the Official Public Records of Gillespie County, Texas; Said 10.540 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in November 2019:

BEGINNING at a 1/2 inch iron rod with cap marked "Bonn 4447" found in the occupied south line of that certain 200 acre tract, First Tract, recorded in Volume 81, Page 215 of the Deed Records of Gillespie County, Texas, for the northeast corner of that certain 74.92 acre tract described in Volume 164, Page 456 of said Deed Records, the northwest corner of said 120.5 acre tract, and the northwest corner hereof;

THENCE North 87°55'16" East a distance of 565.74 feet along the occupied south line of said 200 acre tract and the north line of said 120.5 acre tract to a 1/2 inch iron rod set for the northeast corner hereof, and from which a 6 inch cedar fence corner post found for the northeast corner of said 120.5 acre tract bears North 87°55'16" East a distance of 2607.61 feet;

THENCE crossing said 120.5 acre tract, the following 2 courses:

1. South 00°47'14" East a distance of 721.36 feet to a 1/2 inch iron rod set for the southeast corner hereof;

2. South 89°18'12" West a distance of 796.78 feet to a 1/2 inch iron rod found for a corner of said 74.92 acre tract, a corner of said 120.5 acre tract, and the southwest corner hereof;

THENCE along the east line of said 74.92 acre tract and the west line of said 120.5 acre tract, the following 2 courses:

1. North 38°57'53" East a distance of 195.31 feet to a 38 inch dead oak tree found;
2. North 10°00'45" East a distance of 567.23 feet to the POINT OF BEGINNING containing 10.540 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by;

Josh W. Leamons
Registered Professional Land Surveyor #6276
Date: November 22, 2019
Job# 19-2969



EXHIBIT "B"

SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG
P.O Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 11.510 acres of land out of the Richard Slack Survey No. 194, Abstract No. 610 in Gillespie County, Texas and being a portion of that certain 120.5 acre tract described in Instrument No. 20190695 of the Official Public Records of Gillespie County, Texas; Said 11.510 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in November 2019:

BEGINNING at a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found in the east line of that certain 74.92 acre tract described in Volume 164, Page 456 of said Deed Records and the west line of said 120.5 acre tract as defined by the boundary line agreement described in Instrument No. 20190290 of said Official Public Records, for the northwest corner of that certain 20.873 acre tract described in Instrument No. 20194205 of said Official Public Records and the southwest corner hereof;

THENCE along the east line of said 74.92 acre tract and the west line of said 120.5 acre tract, the following 6 courses:

1. North 04°02'06" West a distance of 96.22 feet to a 20 inch live oak tree fence corner found;
2. North 00°33'54" West a distance of 231.49 feet to a 1/2 inch iron rod found;
3. North 26°23'11" East a distance of 70.99 feet to a 16 inch dead oak tree fence corner found;
4. North 18°59'59" East a distance of 109.66 feet to a 14 inch live oak tree fence corner found;
5. North 23°51'41" East a distance of 29.44 feet to a 12 inch dead oak tree fence corner post found;
6. North 32°17'20" West a distance of 197.28 feet to a 1/2 inch iron rod found for a corner of said 120.5 acre tract and the northwest corner hereof;

THENCE crossing said 120.5 acre tract, the following 5 courses:

1. North 89°18'12" East a distance of 896.78 feet to a 1/2 inch iron rod set for the northeast corner hereof;

2. South 00°47'14" East, at a distance of 371.08 feet pass a 1/2 inch iron rod set, continue in all for a total distance of 402.04 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
3. South 74°59'33" West a distance of 250.68 feet to a 1/2 iron rod with cap marked "Searchers RPLS 6275" found;
4. Along a curve to the left having an arc length of 191.04 feet, a radius of 200.00 feet, and a chord that bears South 47°37'42" West a distance of 183.86 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
5. South 20°15'51" West a distance of 115.68 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found in the north line of said 20.873 acre tract, and from which a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found for a corner of said 20.873 acre tract bears North 90°00'00" East a distance of 263.83 feet;

THENCE North 90°00'00" West, at a distance of 31.98 feet pass a 1/2 inch iron rod set, continue in all for a total distance of 448.93 feet crossing said 120.5 acre tract along the north line of said 20.873 acre tract to the POINT OF BEGINNING containing 11.510 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by;

Josh W. Leamons
Registered Professional Land Surveyor #6276
Date: November 22, 2019
Job# 19-2969



EXHIBIT "C"

SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

5.155 ACRE EASEMENT - 60 FOOT WIDE

LEGAL DESCRIPTION: Being a 5.155 acre easement out of the Richard Slack Survey No. 194, Abstract No. 610 and the H. Langhennig Survey No. 376, Abstract No. 441 in Gillespie County, Texas and crossing that certain 120.5 acre tract described in Instrument No. 20190695 of the Official Public Records of Gillespie County, Texas and that certain 20.873 acre tract described in Instrument No. 20194205 of said Official Public Records, being all of that certain 1.022 acre easement described in said Instrument No. 20194205; Said 5.155 acre easement being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in February 2019:

BEGINNING at a mag nail with a washer marked "Searchers RPLS 6275" found in the centerline of Dietrich Road, a county road, for a corner of said 1.022 acre easement, and from which a 3/8 inch iron rod found for a corner of that certain 30 foot road easement described in said Instrument No. 20190695 bears South 42°31'10" East a distance of 107.13 feet and a 1/2 inch iron rod with a cap marked "Bonn 4447" found for a corner of said 120.5 acre tract and a corner of said 20.873 acre tract bears North 59°00'39" West a distance of 173.41 feet;

THENCE crossing said 120.5 acre tract and said 20.873 acre tract along the west line of said 1.022 acre easement, the following 5 courses:

1. North 22°00'49" East a distance of 49.74 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
2. North 09°17'59" West a distance of 126.93 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;

3. Along a curve to the right having an arc length of 79.11 feet, a radius of 230.00 feet, and a chord that bears North 00°33'15" East a distance of 78.72 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
4. North 10°24'30" East a distance of 105.49 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
5. North 20°15'51" East a distance of 279.76 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found in the north line of said 20.873 acre tract, for the northwest corner of said 1.022 acre easement, and from which a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found in the west line of said 120.5 acre tract, for the northwest corner of said 20.873 acre tract bears South 90°00'00" West a distance of 416.94 feet;

THENCE crossing said 120.5 acre tract, the following 20 courses:

1. North 20°15'51" East a distance of 126.75 feet to a 1/2 inch iron rod set;
2. Along a curve to the right having an arc length of 219.69 feet, a radius of 230.00 feet, and a chord that bears North 47°37'42" East a distance of 211.44 feet to a 1/2 inch iron rod set;
3. North 74°59'33" East a distance of 768.06 feet to a 1/2 inch iron rod set;
4. Along a curve to the left having an arc length of 228.96 feet, a radius of 470.00 feet, and a chord that bears North 61°02'12" East a distance of 226.70 feet to a 1/2 inch iron rod set;
5. North 47°04'51" East a distance of 114.76 feet to a 1/2 inch iron rod set;
6. Along a curve to the right having an arc length of 137.00 feet, a radius of 329.99 feet, and a chord that bears North 58°58'27" East a distance of 136.02 feet to a 1/2 inch iron rod set;
7. North 70°52'04" East a distance of 350.95 feet to a 1/2 inch iron rod set;
8. Along a curve to the right having an arc length of 169.70 feet, a radius of 530.00 feet, and a chord that bears North 80°02'25" East a distance of 168.97 feet to a 1/2 inch iron rod set;
9. North 89°12'46" East a distance of 715.08 feet to a 1/2 inch iron rod set;
10. Along a non-tangent curve to the right having an arc length of 173.02 feet, a radius of 65.00 feet, and a chord that bears South 77°02'38" East a distance of 126.28 feet to a 1/2 inch iron rod set;
11. Along a compound curve to the right having an arc length of 173.02 feet, a radius of 65.00 feet, and a chord that bears South 75°28'10" West a distance of 126.28 feet to a 1/2 inch iron rod set;
12. South 89°12'46" West a distance of 715.08 feet to a 1/2 inch iron rod set;

13. Along a curve to the left having an arc length of 150.49 feet, a radius of 470.00 feet, and a chord that bears South 80°02'25" West a distance of 149.84 feet to a 1/2 inch iron rod set;
14. South 70°52'04" West a distance of 350.95 feet to a 1/2 inch iron rod set;
15. Along a curve to the left having an arc length of 112.09 feet, a radius of 269.99 feet, and a chord that bears South 58°58'27" West a distance of 111.29 feet to a 1/2 inch iron rod set;
16. South 47°04'51" West a distance of 114.76 feet to a 1/2 inch iron rod set;
17. Along a curve to the right having an arc length of 258.19 feet, a radius of 530.00 feet, and a chord that bears South 61°02'12" West a distance of 255.65 feet to a 1/2 inch iron rod set;
18. South 74°59'33" West a distance of 768.06 feet to a 1/2 inch iron rod set;
19. Along a curve to the left having an arc length of 162.38 feet, a radius of 170.00 feet, and a chord that bears South 47°37'42" West a distance of 156.28 feet to a 1/2 inch iron rod set;
20. South 20°15'51" West a distance of 104.59 feet to a 1/2 inch iron rod set in the north line of said 20.873 acre tract, for the northeast corner of said 1.022 acre easement, and from which a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found for a corner of said 20.873 acre tract bears South 00°00'00" East a distance of 231.85 feet;

THENCE crossing said 120.5 acre tract and said 20.873 acre tract along the east and southwest lines of said 1.022 acre easement, the following 6 courses:

1. South 20°15'51" West a distance of 296.74 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
2. South 10°24'30" West a distance of 100.32 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
3. Along a curve to the left having an arc length of 58.48 feet, a radius of 170.00 feet, and a chord that bears South 00°33'15" West a distance of 58.19 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found;
4. South 09°17'59" East a distance of 335.34 feet to a 1/2 inch iron rod with cap marked "Searchers RPLS 6275" found for the southeast corner of said 1.022 acre easement;
5. South 80°42'01" West a distance of 15.00 feet to a mag nail with a washer marked "Searchers RPLS 6275" found in the centerline of said Dietrich Road for a corner of said 1.022 acre easement, and from which a 3/8 inch iron rod found in the

centerline of said Dietrich Road for a corner of said 120.5 acre tract and a corner of said 20.873 acre tract bears South 17°01'31" East a distance of 189.36 feet;

6. Along a curve to the left having an arc length of 185.03 feet, a radius of 238.33 feet, and a chord that bears North 32°25'24" West a distance of 180.41 feet along the centerline of said Dietrich Road to the POINT OF BEGINNING containing 5.155 acres, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by;

Josh W. Leamons
Registered Professional Land Surveyor #6276
Date: February 12, 2020
Job# 19-2969

STATE OF TEXAS
REGISTERED
JOSH W LEAMONS
6276
PROFESSIONAL
LAND SURVEYOR

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
March 24, 2020 03:03:38 PM
FEE: $78.00 LSUTTLE
DECLARATION

20201710

20201638 3 pgs DCC 20208030

DALE A. CRENWELGE, CANDIS K. HOGAN and JOHN D. HOGAN TO THE PUBLIC

FIRST AMENDMENT OF DECLARATION OF ROAD MAINTENANCE AGREEMENT AND ROADWAY EASEMENT OF DIETRICH OAKS RANCH SUBDIVISION

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

WHEREAS, DALE A. CRENWELGE, as Declarant, did impress upon the following described real property certain covenants, conditions, assessments and restrictions which are more particularly described in the Declaration of Road Maintenance Agreement and Roadway Easement of Dietrich Oaks Ranch Subdivision dated March 23, 2020 and recorded under Instrument No. 20201710, Official Public Records of Gillespie County, Texas, (herein "Declaration"); and

WHEREAS, the property which is subject to the Declaration is more particularly described as follows:

> BEING the Dietrich Oaks Ranch Subdivision, out of and a part of Richard Slack Survey No. 194, Abstract No. 610, Gillespie County, Texas, and more particularly described in the Declaration (herein "the Property").

WHEREAS, DALE A. CRENWELGE and CANDIS K. HOGAN and JOHN D. HOGAN are the owners of more than 80% of the Tracts in the Property; and

WHEREAS, ARTICLE IX., AMENDMENT, permits amendment of the Declaration by the Owners of more than 80% of the Tracts in the Property; and

WHEREAS, DALE A. CRENWELGE and CANDIS K. HOGAN and JOHN D. HOGAN are desirous of amending the Declaration;

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration and the mutual covenants and agreements contained herein, the Declaration is amended by the addition of paragraph 3.06 to ARTICLE III.,

MAINTENANCE AGREEMENT, of the Declaration and the following covenant is incorporated into the Declaration:

> 3.06 Suspension of Assessment. In the event the 10.540 acre tract is owned by an Owner of one or more tracts out of the Dietrich Oaks Ranch Subdivision, plat filed at Volume 6, Page 26 of the Plat Records of Gillespie County, Texas, the imposition of an annual maintenance assessment and/or extra ordinary maintenance expense assessment upon the 10.540 acre tract shall be suspended.

Other than the amendments made herein, the Declaration shall not be modified and shall remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of the undersigned and their heirs, successors and assigns, and all owners of any portion of the Property.

SIGNED this the 21 day of December, 2020.

DALE A. CRENWELGE

CANDIS K. HOGAN

JOHN D. HOGAN

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 21 day of December, 2020, by DALE A. CRENWELGE.

CAROLYN WEIDENFELLER
Notary Public, State of Texas
Comm. Expires 03-12-2024
Notary ID 261517-4

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 21 day of December, 2020, by CANDIS K. HOGAN and JOHN D. HOGAN.

Notary Public, State of Texas

CAROLYN WEIDENFELLER
Notary Public, State of Texas
Comm. Expires 03-12-2024
Notary ID 261517-4

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche, County Clerk
Gillespie County Texas
December 21, 2020 03:57:30 PM
FEE: $34.00 LMOOSE **20208030**
DCC

IKE T. PRYOR MOGFORD, ET UX

TO

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST
P. O. Box 1013, Brownwood, Tx 76801

FORM LO-105-A

THE STATE OF TEXAS

COUNTY OF GILLESPIE

EASEMENT & RIGHT OF WAY
KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE Fredericksburg

ORDER NO. 4/6E6503

VOL 154 PAGE 528

That WE, IKE T. PRYOR MOGFORD and wife, DORA MOGFORD

of the County of GILLESPIE and State aforesaid, for and in consideration of the sum of One and no/100 Dollars ($ 1.00) to us in hand paid by General Telephone Company of the Southwest, 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 General Telephone Company of the Southwest, its successors and assigns, an easement 10 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:

A portion of that certain tract or parcel of land, situated, lying and being in the County of Gillespie, State of Texas, described as follows:

One hundred and sixty acres of land, all of Survey No. 376, granted and patented to Heinrich Langehennig by Patent No. 166, Volume 16, dated the 17th day of January, 1863.

An easement ten (10) feet in width, said easement being ten (10) feet East of a centerline, said centerline being the east side of an existing drive entrance which crosses over, upon and across the aforesaid land.

Situated in Gillespie County, 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 ~~XX~~ (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.

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 been 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 ~~X~~ (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.

EXECUTED this 12 day of July, 19 83

Ike T. Pryor Mogford
IKE T. PRYOR MOGFORD

Dora Mogford
DORA MOGFORD

Doc. 08-17

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

VOL 154 PAGE 529

THE STATE OF TEXAS

County of GILLESPIE

BEFORE ME, the undersigned authority, on this day personally appeared IKE T. PRYOR MOGFORD and wife, DORA MOGFORD

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of July June, A. D. 19 83

Donna C. Dunderlick

Donna C. Dunderlick
Notary Public Gillespie County, TX

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--DEED, Volume 154 Pages 528-529, filmed on the 28th day of July, A.D. 19 83.

DORIS LANGE, Clerk, by Debbie L. Wahl Deputy.

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TITLE PAGE

Filed 22nd day of July A.D. 19 83 at 1:43 o'clock P.M.
and recorded 28th day of July A.D. 19 83 at 8:50 o'clock A .M.
in Volume 154 , pages 528-529 , Official Public Records of Real
Property Deed. DORIS LANGE, Clk. Co. Ct., Gillespie County, Texas.

Filmed by Debbie L. Wahl Deputy.

IKE T. PRYOR MOGFORD, ET UX

TO

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST
2701 4th St., Brownwood, TX 76801

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

COUNTY OF GILLESPIE

KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE F'BURG
LOC. CODE 5127
ORDER NO 6E1167

That IKE T. PRYOR MOGFORD and wife, DORA MOGFORD

of the County of GILLESPIE and State of TEXAS; for and in consideration of the sum of One hundred and no/100----Dollars ($ 100.00) to US in hand paid by General Telephone Company of the Southwest, 2701 4th St., Brownwood, TX 76801, 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 General Telephone Company of the Southwest, its successors and assigns, an easement of right-of-way for a communication line, or lines, consisting of variable number of wires, and all other necessary or desirable appurtenances (including ~~towers, H-frames or poles made of wood, metal or other material~~, props and guys), at or near the location and along the general course now located and staked out by Grantee, over, under, across, and upon the following described property, situated in GILLESPIE County, State of TEXAS to wit:

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That tract or parcel of land containing 160 acres of land, all of Survey no. 376, granted and patented to Heinrich Langehennig by Patent no. 166, Vol. 16, dated the 17th day of January, 1863 as recorded in Volume 72, page 22 of the deed records of Gillespie County, Texas.

An easement for the placement of two anchors and down guys, said anchors and down guys will be placed on GTE pole 20, Line 418 and GTE pole 1, Line 419.

The oak tree on corner of this property is not to be disturbed per agreement stated in letter shown on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes.

The Grantor(s) recognizes that the general course of said lines, 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 lines when constructed.

The said easement is hereby expressly enlarged insofar as it is agreed to include the overhead easement and ~~overhang of crossarms, wire or cable attached to the Grantee's poles, also to include the necessary easement to accommodate the said wires, fixtures, crossarms and~~ guy wires. Together with the right of ingress and egress over ~~XX~~ (our) adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its lines and appurtenances over, under, across and upon the above described property; ~~the right to grant licenses to other telephone, telegraph, or power companies, or governmental bodies, for the purpose of permitting these parties to string wire or other desirable appurtenances on said line~~; and the right to trim trees or shrubbery to the extent, in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said line and equipment or to remove possible hazards thereto.

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 ~~XX~~we) do hereby bin~~XXXXXXX~~ (ourselves), ~~HX~~ (our) heirs and 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.

EXECUTED this 17th day of ~~MAY~~ June 19 87.

Ike T Pryor Mogford
Grantors Signature

IKE T. PRYOR MOGFORD
(Print Grantors Name)

Grantors Signature

(Print Grantors Name)

Dora Mogford
Grantors Signature

DORA MOGFORD
(Print Grantors Name)

Grantors Signature

(Print Grantors Name)

NC 600638 (Front)
Form Ed-122 (Rev. 5/83)
GTEP 900-000-901SW

Doc. No. C-07

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CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of GILLESPIE

This instrument was acknowledged before me on JUNE 17, 1987, by

By Ike T. Pryor Mogford and wife, Dora Mogford

NOTARY PUBLIC * STATE OF TEXAS

(Signature) Claribel Hannemann

(Print name) Claribel Hannemann

Notary Public, State of TEXAS

My Commission Expires: 10-31-88

CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

THE STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 19____, by

_____.

(Signature) _____

(Print name) _____

Notary Public, State of _____

My Commission Expires: _____

CORPORATE ACKNOWLEGEMENT

THE STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 19____, by

_____

_____, on behalf of said corporation.

(Signature) _____

(Print name) _____

Notary Public, State of _____

My Commission Expires: _____

EASEMENT AND RIGHT OF WAY

FROM IKE T. PRYOR MOGFORD and wife, DORA MOGFORD

TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

~~2701 4th St., Brownwood, TX 76801~~

General Telephone Company
of the Southwest

2701 Fourth Street
Brownwood, Texas 76801

June 15, 1987

VOL. 181 PAGE 42

Mr. & Mrs. Pryor Mogford
302 E. Travis
Fredericksburg, Texas 78624

Dear Mr. & Mrs. Mogford:

This letter is in reference to your conversation with me on 6-15-87. General Telephone has investigated your wish not to disturb the oak tree on the corner of your property.

General Telephone can place both anchor and down guy and will not disturb this oak tree in any manner.

Upon the receipt of the executed easement, we will forward a check to you in the amount of $100.00.

Your cooperation in this matter is appreciated. If I can be of assistance, please call me at 915-643-9236 collect.

Sincerely,

David L. Clark

DAVID L. CLARK
Plant Engineer-BIC/ROW
Mid-Texas Division

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

EXHIBIT "A"

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, Certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S, and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--Deed, Volume 181 pages 40-42 , filmed on the 26th day of June , A.D. 1987 .

DORIS LANGE, Clerk, by Dolores Linville Deputy.

Dolores Linville

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TITLE PAGE

Filed 24th day of June A.D. 19 87 at 12:20 o'clock P .M.
and recorded 26th day of June A.D. 19 87 at 9:05 o'clock A .M.
in Volume 181 , pages 40-42 . Official Public Records of Real
Property Deed. DORIS LANGE, Clk. Co. Ct., Gillespie County, Texas.

Filmed by Dolores Linville Deputy.
Dolores Linville