CJH/cmh/RE23

CMA INVESTMENTS JOINT VENTURE, ET AL TO THE PUBLIC

380468

DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

WHEREAS, CMA INVESTMENTS JOINT VENTURE, composed of RICHARD STEHLING, JR. and CHARLES E. ITZ, are the owners of all tracts situated in SETTLERS RIDGE ESTATES SUBDIVISION located in Gillespie County, Texas as described on a plat or subdivision map recorded in Volume 2, Pages 123-124 of the Plat Records of Gillespie County, Texas;

WHEREAS, CMA INVESTMENTS JOINT VENTURE will convey the above described lands subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the above referred lands shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described lands or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any contract or deed which may hereafter be executed in connection with said lands or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

DEDICATION OF STREETS

The undersigned hereby dedicates to the public forever, for its use, the streets shown on the plat of SETTLERS RIDGE ESTATES SUBDIVISION, which plat has heretofore been referred to and incorporated by reference herein.

DEFINITIONS

"DEVELOPER" - Developer as used in these restrictions shall refer to CMA Investments Joint Venture, its heirs, successors or assigns.

"TRACT" - Tract or tracts shall mean and be defined as a separate single family residential building site as the same is added to, subdivided and described pursuant to and in accordance with the plat of the property and shall include any improvements from time to time constructed, erected, placed, installed or located thereon.

"OWNER" - Owner or owners shall mean a person or persons, entity or entities, including developer, holding a fee simple interest in any portion of the property.

"PERSON" - Person or persons shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

"PROPERTY" - Property shall mean and refer to that certain real property hereinbefore described as the subdivision and more particularly described as SETTLERS RIDGE ESTATES SUBDIVISION, according to the plat of said subdivision as recorded in the Plat Records of Gillespie County, Texas.

RESTRICTIONS

1. All tracts shall be used solely for residential and agricultural purposes, including wildlife management as defined by the Texas Tax Code, and shall be limited to single family residence. Home occupations as defined herein are a permissible use. Only one permanent residence will be permitted on any one tract, provided, a second residence occupied exclusively by individuals related within the second degree of affinity or consanguinity to tract owners shall be permitted ("mother-in-law home").

2. a. No single family dwelling house ("residence") containing less than 2,200 square feet of combined living area and attached enclosed garage area, exclusive of porches, breezeways, carports, or basements may be erected on any tract. Said dwelling shall contain a minimum of 1,700 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled. Detached garages are permitted provided setback requirements are complied with.

   b. Multiple Story dwellings must contain not less than 2,000 square feet of combined living area and attached enclosed garages on the ground floor, exclusive of porches, breezeways, carports, or basements. The living area on the ground floor shall be a minimum of 1,500 square feet.

c. Servants quarters, one guest house and outbuildings may be constructed on the tract only after construction of the main dwelling house has been completed. A "Bed and Breakfast" shall be included in the definition of a guest house.

"Bed and Breakfast" are temporary lodging services which provide housing for its occupants for a duration of less than two weeks.

d. Open carports which shelter only automotive vehicles shall be permitted. All other carports shall be constructed in a manner so that the wall(s) or side(s) facing any street or streets which abuts the tract is enclosed to prevent and prohibit viewing of the interior of the carport from the street.

3. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to utilities including water, electrical and a solid waste disposal system all approved by the governing body controlling wells and solid waste disposal systems. The exterior of any building shall be completed no later than 8 months after laying the foundation of that respective building.

4. A dwelling house shall not be moved onto any tract. All dwelling houses serving as a main residence shall be constructed and built onsite. Mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling, nor stored on any tract. The term dwelling house (for purposes set out in this paragraph) shall include servants' quarters and guest's house.

5. a. A single family dwelling house shall not be erected on any tract nearer than 50 feet from the front and side property lines, or 50 feet from rear property line. Any other buildings erected shall not be nearer than 80 feet from any property line abutting any and all streets and shall not be erected nearer than 25 feet from any side or rear property line. Placement of all animal shelters shall be to the rear of the residence and no nearer than 75 feet from any side or rear property line.

b. The following exceptions shall apply to the general setback requirements contained in paragraph 5 (a) above:

(i) The boundary of any tract within the subdivision which abuts property which is not within the subdivision shall not be subject to the setback requirements of paragraph 5(a) provided, however, to the extent a tract abuts the side property line of an adjacent tract within the subdivision, the side property line setback shall be enforced.

(ii) Tracts No. 8, 22, 26 and 43 shall not be subject to a side property line setback to the extent that the side property line of the tract abuts the easement for electrical transmission purposes granted to Lower Colorado River Authority in easements dated July 24, 1975, recorded at Volume 114, Pages 5-7, and Volume 114, Pages 8-10, of the Deed Records of Gillespie County, Texas.

(iii) The front property line dwelling house setback for Tracts No. 27, 32, 33, 34, 35, 36, 41 and 42 shall be thirty-five feet (35').

(iv) A single family dwelling house shall not be erected

nearer than 35 feet from the common boundary line between lots 34 and 35.

(v) In the event an Owner shall own title to two tracts which have a common boundary line, the building setback restrictions provided herein shall not apply to the common property line of the two tracts. Solely for purposes of determination of building setbacks, the two tracts shall be treated as if they constituted a single tract of land and there shall be no building setback as to the common boundary line so long as the tracts which share a common boundary line are owned by the same person.

c. Front property line herein shall mean any property line which abuts a street.

6. All dwelling houses shall have either (1) exterior masonry construction of brick, rock, stone, or stucco veneer, or (2) log construction, which individually or in combination cover not less than 70% of the exterior wall area. The exterior wall area shall not include the area occupied by doors, windows, garage doors, or gables.

7. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes, or other recreational vehicles, so long as it is not used as a permanent dwelling and is not stored closer to the street than the rear line of the residence. During the period of construction of a dwelling house, tract owners may camp in their recreational vehicles on the tract for a period not exceeding 8 months. No overnight camping is allowed at any other time.

8. All boats, boat trailers, stock trailers, 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 tract owner to the rear of the main dwelling, and shall not be parked on any street or alley.

9. Re-subdivision of tracts shall not be permitted before the year 2005, provided said resubdivision shall not result in any tract containing less than 3 acres and shall be approved by any governmental regulatory body exercising jurisdiction over re-subdivisions.

10. A church shall not be erected on any tract in this subdivision.

11. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any tract, road, or street in this subdivision.

12. Swine shall not be kept on any tract. Other livestock and pets shall be permitted provided said livestock and pets are sheltered and kept within the boundaries of said tract at all times, and they are not offensive to adjacent landowners by smell, sight, sound, or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e., cow/calf operation) shall not be considered commercial breeding of animals. Notwithstanding the foregoing, cattle shall be limited to one animal unit per acre and horses shall be limited to one animal unit for every two acres. Small animals, such as sheep and goats shall be limited to two head per acre. The same guidelines concerning numbers of livestock per acre applies to exotic animals, and a lama, emu or ostrich shall be limited to one animal per acre.

13. Noxious or offensive activity shall not be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the subdivision. Owners are to keep their property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds. Disposal of any kind that would adversely affect the natural beauty and value of any tract shall not be allowed in the subdivision. Garbage or refuse shall not be buried on any tract.

14. Any fence constructed on any tract shall be of new material and professional in appearance, and completed in a good and workmanlike manner regarding quality and appearance. No fence shall be constructed nearer than fifty feet (50') from the right of way boundary of any street which abuts the tract.

15. No entranceway or driveway shall be constructed upon Tract No. 1 which is more than two hundred feet (200') from the north property line of Tract No. 1.

16. Hunting of animals and birds shall not be allowed on any tract. No rifle or handgun of any kind is to be discharged with the exception of 22 caliber using rat shot or a shotgun to be used to control varmints and predators. Prolonged or consistent discharge of firearms shall not be allowed on any tract. Any use of firearms, whatsoever, shall be by the Owner of the tract only, or the bonafide appointed caretaker designated by the owner. No firearms shall be discharged on the tracts other than for the purpose of the protection of the health, safety or welfare of an individual or in the protection of the health, safety or welfare of an individual's property or in the control of varmints and predators. At times of discharge of firearms, due regard shall be given to the personal safety of the owners of neighboring lots and shall be done in such a manner as not to pose a hazard or a nuisance to other property owners.

17. Tract owners shall not alter the natural drainage of surface water over and across said tracts.

18. Mineral exploration of any type which will damage the surface shall not be permitted on any tract.

19. No sign of any kind shall be displayed to the public view on any lot except one of not more than two square feet to identify the owner only, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All permitted signs shall be professional in appearance. The developer may erect signs of larger size in order to advertise the development as long as there remains any unsold lots in the development. Temporary garage sale signs are permitted for short periods, only.

20. No radio or television aerial wires, tower, antenna or other special television apparatus or equipment, satellite dish, dishes, disc or other transmission equipment shall be maintained on any portion of any tract forward of the front building line of the main structure. No radio or television tower or antenna shall be placed or maintained on any tract which height extends more than 70 feet above the surface of the tract at the point at which the tower is erected. No guy wires or supporting cables shall be attached to radio or television towers, such towers must be freestanding. Telescopic tubular television towers with support wires may be erected upon or attached to a residence provided all support wires are attached and anchored to the residence.

21. The conduct of a home occupation shall be a permitted residential use. Home occupations are subject to, and defined as, the following:

a. The home occupation shall be conducted entirely within a dwelling unit which is the bona fide residence of the practitioner(s), or entirely within only one accessory garage building (not including a carport).

b. No person other than a family member who resides in the dwelling unit shall participate in the home occupation on the premises.

c. The residential character of the tract and dwelling shall be maintained. No additional buildings shall be added on the property to accommodate the home occupation.

d. The home occupation shall not generate customer related vehicular traffic.

e. No direct selling of merchandise shall occur on the premises.

f. No equipment or materials associated with the home occupation shall be displayed or stored where visible from anywhere off the premises.

g. The occupation shall not produce external noise, vibration, smoke, dust, odor, heat, glare, fumes, electrical interference, or waste run-off outside the dwelling unit or on the property surrounding the dwelling unit.

h. No vehicle used in connection with the home occupation which requires a commercial driver's license to operate shall be parked on the tract.

i. The home occupation shall not be advertised by any signs on the premises, nor shall the street address of the home occupation be advertised through signs, billboards, television, radio, newspapers, or other forms of direct advertising.

UTILITY EASEMENTS

All dedications, limitations, restrictions and reservations shown on the plat covering the property and all grants, dedications and easements, rights-of-way, restrictions and related rights made or reserved by Developer thereon, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Developer conveying any part of the property. Further, Developer hereby creates, declares, grants and reserves for the benefit of Developer, Central Texas Electric Cooperative, Inc. and any and all public or private providers of utility services to the subject property and their respective successors and assigns, a

nonexclusive easement for utility purposes 10 feet in width along the side and front boundary lines of all tracts shown on the plat of the subdivision for the purposes of constructing, installing, inspecting, maintaining, repairing, and replacing from time to time any and all utility lines, systems or facilities. Further, Developer reserves the right and all owners agree to cooperate, to grant, dedicate and reserve and otherwise create at any time or from time to time rights of way easements for public utility purposes including but without limitation, gas, water, electricity, telephone, sanitary sewer, drainage and cable television within 10 feet of all side and front property lines as is necessary or efficient to supply all utilities to all tracts.

In the event there shall be a conflict or inconsistency between the dedications, limitations, restrictions, setbacks, easements and reservations shown on the plat covering the property and related rights made or reserved by Developer thereon, and the dedications, limitations, restrictions, setbacks, easements and reservations and related rights made or reserved by Developer herein (collectively "dedications and restrictions"), the dedications and restrictions contained herein shall be controlling and govern in the event of such conflict or inconsistency and each owner and the property shall be bound thereby.

ENTRANCE WAY

Developer will construct, maintain, repair and illuminate an entrance way to the property at the subdivision's intersection with U.S. Highway 290. Developer's obligation to maintain, repair and illuminate the entrance way shall be for a period ending on December 31, 2002. Thereafter, Developer shall have no further duty, obligation or responsibility to repair, maintain and illuminate the entrance way, such responsibility to be an obligation and burden of all tracts within the subdivision. Each tract owner shall contribute proportionately to the cost and expense of repair, maintenance and illumination of the entrance

way. The proportionate share to be contributed by each tract owner shall be a sum determined by the number of tracts owned by each tract owner divided by the total number of tracts in the subdivision multiplied by the amount required for maintenance, repair and illumination. Should any tract owner fail to contribute his proportionate share, a tract owner contributing the proportionate share on behalf of the defaulting tract owner, shall have the right to bring a suit to recover the sums advanced on behalf of the defaulting tract owner together with court costs and reasonable attorney's fees incurred.

Discontinuance of Entrance Way Assessment. Developer has designed and constructed the entrance way to require only minimal maintenance and nominal operating costs for electric service for the entrance way lighting. Notwithstanding anything to the contrary contained within these restrictions, upon the affirmative vote of 60% of the property owners, each tract having one (1) vote, the obligation of payment of an assessment for the purpose of maintenance of the entrance way may be discontinued.

AMENDMENT

The restrictions, protective covenants and conditions shall be binding upon and inure to the benefit of all parties and all persons claiming under the Developer until December 31, 2010, at which time said restrictions, protective covenants and conditions shall be automatically extended until such time as 65% of the then owners of the tracts in said Subdivision shall execute an instrument waiving or amending the restrictions, protective covenants or conditions, each tract owner having one vote per each original tract as dedicated. A tract owner shall be the record owner of legal title as shown by the Real Property Records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly 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. A copy of the amendments as recorded shall be forwarded to the last known address of all tract owners.

Notwithstanding anything to the contrary, Developer 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 Developer, in its sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas.

PARTIAL INVALIDITY AND WAIVER

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this instrument or the application thereof shall not be affected thereby, nor shall any failure of the Developer or tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

ENFORCEMENT

The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in this subdivision shall have the right to enforce, by any proceeding at law or in equity, all restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

Failure of Developer 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. Developer, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided tracts in the Subdivision controlled by these covenants. The reservation by Developer of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Developer shall not be subjected to any

claim, demand, or cause of action from any lot owner by virtue of not enforcing any restrictions herein contained.

EXECUTED this the 5th day of February, 1998.

CMA INVESTMENTS JOINT VENTURE

BY: _____
RICHARD STEHLING, JR., Joint Venturer

BY: _____
CHARLES E. ITZ, Joint Venturer

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 5th day of February, 1998, by RICHARD STEHLING, JR. and CHARLES E. ITZ, Joint Venturers of CMA INVESTMENTS JOINT VENTURE.

JILL E. KRAUS
Notary Public
State of Texas
Comm. Exp. 10-04-2000

_____
Notary Public, State of Texas

CONSENT TO RESTRICTIONS

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, in its capacity as lienholder, consents to the Dedication and Restrictions as contained herein, and subordinates its lien to the same.

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS

BY: _____
Printed Name: Gary Stehling
Title: Vice President

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 5th day of February, 1998, by Gary Stehling, Vice President of SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, on behalf of said bank.

CATHLEEN STRAUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. MAR. 31, 2001

_____
Notary Public, State of Texas

CJB/emh/RE19

CMA INVESTMENTS JOINT VENTURE TO THE PUBLIC

STATEMENT OF AFFIRMATION OF DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

981783

WHEREAS, CMA INVESTMENTS JOINT VENTURE, composed of RICHARD STEHLING, JR. and CHARLES E. ITZ, is the Developer of Settlers Ridge Estates Subdivision located in Gillespie County, Texas, as described on a plat or subdivision map recorded at Volume 2, Pages 123-124 of the Plat Records of Gillespie County, Texas; and

WHEREAS, CMA INVESTMENTS JOINT VENTURE has filed a Revised Plat of Settlers Ridge Estates Subdivision which Revised Plat was approved for filing by the Commissioners' Court of Gillespie County, Texas on May 4, 1998 and is recorded in Volume 2, Pages 129-131 of the Plat Records of Gillespie County, Texas; and

WHEREAS, CMA INVESTMENTS JOINT VENTURE has heretofore filed Dedication and Restrictions dated February 5, 1998 and recorded in Volume 339, Pages 579-588 of the Real Property Records of Gillespie County, Texas; and

WHEREAS, CMA INVESTMENTS JOINT VENTURE desires to confirm and restate such Dedication and Restrictions as it pertains to Settlers Ridge Estates Subdivision as shown on the Revised Plat recorded in Volume 2, Pages 129-131 of the Plat Records of Gillespie County, Texas.

NOW, THEREFORE, it is hereby declared that all of the real property of Settlers Ridge Estates as described on a revised plat

or subdivision map recorded in Volume 2, Pages 129-131 of the Plat Records of Gillespie County, Texas shall be held, sold and conveyed subject to the terms, provisions, restrictions, covenants, easements, conditions, charges, liens, setbacks and assessments as set out in the Dedication and Restrictions dated February 5, 1998 and recorded at Volume 339, Pages 579-588 of the Real Property Records of Gillespie County, Texas which is incorporated herein by reference for all pertinent purposes, and such Dedication and Restrictions is hereby imposed upon and confirmed, affirmed and restated as to such Settlers Ridge Estates Subdivision as described in the Revised Plat, such Dedication and Restrictions to be effective and in full force and effect as of the 5th day of February, 1998, as if the real property the subject of the Dedication and Restrictions is that real property described in the Revised Plat of Settlers Ridge Estates recorded at Volume 2, Pages 129-131 of the Plat Records of Gillespie County, Texas.

EXECUTED this the 4th day of May, 1998.

CMA INVESTMENTS JOINT VENTURE

BY: _____
RICHARD STEHLING, JR., Joint Venturer

BY: _____
CHARLES E. ITZ, Joint Venturer

CJB/emh/RE19

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 5th day of May, 1998, by RICHARD STEHLING, JR. and CHARLES E. ITZ, Joint Venturers of CMA INVESTMENTS JOINT VENTURE.

CARROLL J. BRYLA
Notary Public
State of Texas
Comm. Exp. 01-02-2001

Carroll Bryla
Notary Public, State of Texas

CONSENT TO STATEMENT OF AFFIRMATION OF DEDICATION AND RESTRICTIONS

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, in its capacity as lienholder, consents to the Statement of Affirmation of Dedication and Restrictions as contained herein and subordinates its lien to the same.

SIGNED this 5th day of May, 1998.

SECURITY STATE BANK AND TRUST,
FREDERICKSBURG, TEXAS

BY: Gary Stehling, VP
Printed
Name: Gary Stehling
Title: Vice President

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 5th day of May, 1998, by Gary Stehling, Vice President of SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, on behalf of said bank.

CATHLEEN STRAUBE
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/31/2001

Cathleen Straube
Notary Public, State of Texas

CJB/emh/RE5

CMA INVESTMENTS JOINT VENTURE TO THE PUBLIC

FIRST AMENDMENT OF DEDICATION
AND RESTRICTIONS OF SETTLERS RIDGE ESTATES
SUBDIVISION

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

993146

WHEREAS, the SETTLERS RIDGE ESTATES SUBDIVISION (herein "Subdivision") is described in the map or plat of said subdivision as recorded in Volume 2, Page 123-124, of the Plat Records of Gillespie County, Texas, and in the revised map or plat of said subdivision as recorded in Volume 2, Pages 129-131, of the Plat Records of Gillespie County, Texas; and

WHEREAS, the DEDICATION AND RESTRICTIONS OF SETTLERS RIDGE ESTATES SUBDIVISION (herein "Declaration"), is recorded at Volume 339, Pages 579-588, of the Official Public Records-Real Property of Gillespie County, Texas; and

WHEREAS, a Statement of Affirmation of the Dedication and Restrictions of Settlers Ridge Estates Subdivision is recorded at Volume 345, Pages 369-371 of the Official Public Records-Real Property of Gillespie County, Texas; and

WHEREAS, CMA INVESTMENTS JOINT VENTURE is the developer as defined in the Declaration; and

WHEREAS, pursuant to paragraph captioned AMENDMENT, of the Declaration, "Developer shall have the right at any time, at its sole discretion and without any joinder or consent of any other

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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 Developer, in its sole discretion." Developer determines that the Amendment contained herein, is necessary for the overall development of the subdivision; and

WHEREAS, the unavailability of subcontractors, workmen, materialmen and the scarcity of materials and supplies causes a delay in the time for construction of residences; and

WHEREAS, RESTRICTION 3. requires "The exterior of any building shall be completed no later than eight (8) months after laying the foundation of that respective building";

NOW, THEREFORE, the Dedication and Restrictions of Settlers Ridge Estates Subdivision are amended as follows:

AMENDMENT NO. 1

RESTRICTION 3., of the Declaration is deleted from the Declaration, and is of no further force and effect and in substitution therefor, the following shall become and is enforceable as RESTRICTION 3. of the Declaration:

"A residence shall not be occupied until the exterior thereof shall be completely finished and connected to utilities including water, electrical and a solid waste disposal system all approved by the governing body controlling wells and solid waste disposal systems. The exterior of any building shall be completed no later than twelve (12) months after laying the foundation of that respective building."

The amendment herein shall be effective from and after the date that it is duly filed in the Official Public Records - Real Property of Gillespie County, Texas.

The amendment herein and restriction created thereby shall be burdens running with the land and be enforceable by and against the undersigned, their heirs, successors and assigns, and all other owners of property in the Settlers Ridge Estates Subdivision.

In all other respects, the provisions of the Dedication and Restrictions of Settlers Ridge Estates Subdivision shall continue in full force and effect as written without change.

EXECUTED this the 2 day of July, 1999.

CMA INVESTMENTS JOINT VENTURE

BY: _____
CHARLES E. ITZ, Joint Venturer

BY: _____
RICHARD STEHLING, JR., Joint Venturer

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 2 day of July, 1999, by CHARLES E. ITZ and RICHARD STEHLING, JR., Joint Venturers of CMA INVESTMENTS JOINT VENTURE.

CAROLYN WEIDENFELLER
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/12/2000

_____
Notary Public, State of Texas

29 pgs
AMEND

20240439

2nd AMENDMENT OF DEDICATION AND RESTRICTIONS OF SETTLERS RIDGE ESTATES SUBDIVISION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT THAT:
COUNTY OF GILLESPIE §

WHEREAS, the Settlers Ridge Estates Subdivision (herein "the Subdivision") is described in that certain map or plat of said subdivision as recorded in Volume 2, Page 123-124, of the Plat Records of Gillespie County, Texas, and in the revised map or plat of said subdivision as recorded in Volume 2, Pages 129-131, of the Plat Records of Gillespie County, Texas; and

WHEREAS, the DEDICATION AND RESTRICTIONS OF SETTLERS RIDGE ESTATES SUBDIVISION (herein "Declaration"), is recorded at Volume 339 Pages 579-588, of the Official Public Records-Real Property of Gillespie County, Texas; and

WHEREAS, a Statement of Affirmation of the Dedication and Restrictions of Settlers Ridge Estates Subdivision is recorded at Volume 345, Pages 369-371 of the Official Public Records-Real Property of Gillespie County, Texas; and

WHEREAS, the FIRST AMENDMENT OF DEDICATION AND RESTRICTIONS OF SETTLERS RIDGE ESTATES SUBDIVISION (herein "the First Amendment") is recorded at Volume 375, Pages 605-607 of the Official Public Records-Real Property of Gillespie County, Texas; and

WHEREAS, pursuant to the paragraph captioned AMENDMENT of the Declaration, "The restrictions, protective covenants and conditions shall be binding upon and inure to the benefit of all parties and all persons claiming under the Developer until December 31, 2010, at which time said restrictions, protective covenants and conditions, shall be automatically extended until such time as 65% of the then owners of the tracts in said Subdivision shall execute an instrument waiving or amending the restrictions, protective covenants or conditions, each tract owner having one vote per each original tract as dedicated. A tract owner shall be the record owner of legal title as shown by the Real Property Records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded in the Real Property Records of Gillespie County, Texas or until the approval of any government regulatory body which is required shall be obtained. A copy of the amendments as recorded shall be forwarded to the last known address of all tract owners."; and

WHEREAS, the owners of at least six-five percent (65.00%) of the tracts in the Subdivision have agreed to amend the Declaration in order to preserve the tranquil rural nature of the Subdivision.

NOW, THEREFORE, the Dedication and Restrictions of Settlers Ridge Estates Subdivision are amended as follows:

AMENDMENT NO. 2

Paragraph c. of Restrictions Section 2. of the Declarations is deleted in its entirety and is of no further force and effect and in substitution therefore the following shall become and is enforceable as paragraph c of Restriction 2.:

"c. Servants' quarters, one guest house and outbuildings may be constructed on the tract only after construction of the main dwelling house has been completed."

The following new paragraph e. of Restrictions 2. of the Declarations is added and shall become and is enforceable as paragraph e. of Restriction 2.:

"e. Short-term rentals are prohibited on Tracts with only one dwelling house. For Tracts with a separate detached guest house, a guest house may be operated as a short-term rental provided that all laws and regulations concerning short-term rentals are observed and provided that the Owner complies with all other provisions of these Restrictions and requires their guests to comply with these Restrictions. A "guest house" as used herein is a separate dwelling house that is smaller than the man dwelling on a Tract and that is constructed in accordance with these Restrictions. A "short-term rental" as used herein means the provision of temporary lodging services for remuneration for a duration of less than four (4) consecutive weeks. Any owner who sells their property in the subdivision and rents back that same property for less than four weeks is exempt from the usual bar against short-term rentals.

This 2nd Amendment of Dedication and Restrictions of Settlers Ridge Estates Subdivision herein shall be effective from and after the date that it is duly filed in the Official Public Records - Real Property of Gillespie County, Texas. This 2nd Amendment of Dedication and Restrictions of Settlers Ridge Estates Subdivision herein and restriction created thereby shall be burdens running with the land and be enforceable by and against the undersigned, their heirs, successors and assigns, and all other owners of property in the Settlers Ridge Estates Subdivision. In all other respects, the provisions of the Dedication and Restrictions of Settlers Ridge Estates Subdivision as previously amended by the First Amendment shall continue in full force and effect as written without change.

This 2nd Amendment of Dedication and Restrictions of Settlers Ridge Estates Subdivision may be executed as one document signed by all the parties or in counterparts, with the same effect as if all parties executed the same instrument. In the event counterparts of this instrument are executed, for recording purposes, the execution pages, together with the pages necessary to show acknowledgements by each executing party, may be combined with the other pages of this instrument to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

EXECUTED as of the dates of acknowledgement below.

TRACT NO 35: William S. Condon II

Sign
Print Name: William S. Condon II

THE STATE OF Colorado §

COUNTY OF Boulder §

This instrument was acknowledged before me on this 8th day of December, 2023, by William S Condon II.

Notary of Public, State of Colorado

PRABIN RAJ GAUTAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214036457
MY COMMISSION EXPIRES SEPTEMBER 14, 2026

TRACT Nos 28, 41, and part 27: Charles F. Alvarez and Julie A. Alvarez

Julie Alvarez
Sign
Print Name: Julie Alvarez

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 16 day of December, 2023, by Julie Alvarez.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 11: Michael P. Brezden and Colleen B. Brezden

Sign Colleen B. Brezden
Print Name: Colleen B. Brezden

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 16 day of December, 2023, by Colleen B. Brezden.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 31: Nancy C. Burns

Sign
Print Name: NANCY C. BURNS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 16 day of December, 2023, by Nancy C. Burns.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NOs 42 and 43: David L. Campbell and Debra D. Campbell

Sign

Print Name: David L. Campbell

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 16 day of December, 2023, by David L. Campbell.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 9: Judith H. Chase

Judith H Chase

Sign

Print Name: JUDITH H. CHASE

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by Judith Chase.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 14: Anne Marie Strempek Felber and Christopher Michael Strempek

Sign
Print Name: ANNE MARIE FELBER

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 16 day of December, 2023, by Anne Marie Felber.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129161240
Expires September 19, 2026

TRACT NO 17: Crawford L. Guthrie and Phyllis J. Guthrie

Sign
Print Name: CRAWFORD GUTHRIE

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by Crawford Guthrie.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129161240
Expires September 19, 2026

TRACT NO 39: Kathryn N. Harrison

Kathryn N. Harrison
Sign
Print Name: KATHRYN N. HARRISON

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 18th day of DECEMBER, 2023, by _____.

JO LYNN BAETHGE
Notary ID #129306534
My Commission Expires
February 11, 2025

Jo Lynn Baethge
Notary Public, State of Texas

TRACT NO 4: Thomas Patrick Hynes

Thomas Hynes
Sign
Print Name: THOMAS HYNES

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by Thomas Hynes.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NOs 26 and part 27: Michael W. Hagee and Silke B. Hagee

Michael W. Hagee

Sign
Print Name: MICHAEL W. HAGEE

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 21 day of NOVEMBER 2023, by MICHAEL W. HAGEE.

Notary of Public, State of Texas

MACEL HAYGOOD PATTERSON
Notary ID # 4753975
My Commission Expires
July 3, 2026

TRACT NO 19: Steven E. Jung and Sandy W. Jung

Sandy W. Jung
Sign
Print Name: SANDY W. JUNG

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 16 day of December, 2023, by Sandy W. Jung.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 25R: Matthew Kordzik and Lauren Kordzik

Lauren Kordzik
Sign
Print Name: Lauren Kordzik

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 11 day of December, 2023, by Lauren Kordzik.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 10: Lynda Lou Kunz

Sign
Print Name: Lynda L Kunz

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 12 day of January, 2024, by Lynda L Kunz.

MARTHA DURST
Notary ID #131904956
My Commission Expires
March 2, 2027

Notary of Public, State of Texas

TRACT NO 3: Michael R. Lowry and Sharon E. Lowry

Sharon E. Lowry Michael Lowry

Sign
Print Name: SHARON LOWRY MICHAEL LOWRY

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by Sharon Lowry & Michael Lowry.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 7: Bertha Maedgen and the Estate of Lanny Maedgen

Bertha Maedgen
Sign
Print Name: Bertha Maedgen

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 25TH day of JANUARY, 2024, by BERTHA MAEDGEN.

RICHARD STITT
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-12-25
Notary ID # 13309523-8

Notary of Public, State of Texas

TRACT NO 36: Charles H. Mauldin and Barbara Mauldin

Charles H. Mauldin
Sign
Print Name: CHARLES H MAULDIN

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by Charles Mauldin.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 16: Catherine Irene Marshall aka Catherine Eckhardt

Catherine Irene Marshall
Sign
Print Name: Catherine Irene Marshall

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 12th day of December, 2023, by Catherine Irene Marshall.

KOLT MEEKS
Notary Public, State of Texas
Comm. Expires 10-21-2025
Notary ID 133405956

Kolt Meeks
Notary of Public, State of Texas

TRACT NO 20: Ward A. Miller, Sr. and Patricia C. Miller

Sign
Print Name: WARD A. Miller

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by Ward Miller.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 37: Johnny C. Odom III

Sign
Print Name: JOHNNY C ODOM

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by Johnny Odom.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 33: Olsen-Condon Life Estate, Andrea Olsen-Condon, aka Andrea Feiler, life tenant and as trustee of the William S. Condon II 2012 Trust

Andrea Olsen Condon
Sign
Print Name: ANDREA OLSEN CONDON

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 14 day of December, 2023, by Andrea Olsen-Condon.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 44: George V. Otto and Carolyn W. Otto

George V. Otto
Sign
Print Name: George V. Otto

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by George Otto.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NO 32: Ewell Steve Roach and Lisa Hyde Roach

Sign

Print Name: Lisa H. Roach

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 12 day of January, 2024, by Lisa Roach.

JEREMY BRIAN DALMAU
Notary Public, State of Texas
Comm. Expires 09-28-2025
Notary ID 133356964

Notary of Public, State of Texas

TRACT NO 8: Billmimi Revocable Trust, Co-Trustees William Louis Sutherland and Melinda Martha Sutherland

Sign
Print Name: WILLIAM L. SUTHERLAND

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by William Sutherland.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

TRACT NOs. 18 and 30: Alice N. Lindsay Welder

Alice N. L. Welder
Sign
Print Name: Alice N. L. Welder

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 11th day of January, ~~2023~~ 2024, by Alice L Welder.

ISAIAH RIVERA
Notary ID #134382158
My Commission Expires
May 30, 2027

Notary of Public, State of Texas

TRACT NO 29: John Youngblood and Gay Youngblood

John W Youngblood MD
Sign
Print Name: John Youngblood

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 9 day of December, 2023, by John Youngblood.

Notary of Public, State of Texas

MEGAN DRUEN-MILLER
My Notary ID # 129181240
Expires September 19, 2026

After recording, please return to:

Charles Mauldin
208 W. Ledge Stone Drive
Fredericksburg, Texas 78624

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
January 30, 2024 10:19:25 AM
FEE: $137.00 JCOSTON **20240439**

CMA INVESTMENTS, ET AL. TO

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

P.O. BOX 553, FREDERICKSBURG, TEXAS 78624-0553

LINE NO. General

EASEMENT NO. _____

NAME Settlers Ridge Estates Sub

RIGHT OF WAY EASEMENT
(Distribution)

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Gillespie

982709

That the undersigned CMA Investments By Charles E Itz & Richard Stehling, Jr. hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately 5 miles West from the town of Fredericksburg;
(Show Direction Above)

and bounded on the north by land owned by: _____

on the south by land owned by: _____

on the east by land owned by: _____

on the west by land owned by: _____

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, 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 Cooperative is specifically granted pedestrian and vehicular ingress and egress over my (our) land to or from said right-of-way.

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall insure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns and legal representatives 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 Exhibit "A" 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 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 reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 28th day of Oct., 19 97.

_____

Charles E Itz L.S.

DATE: _____

Richard Stehling Jr. L.S.

348 0963

For the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, and wife, _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of Gillespie

Before me, the undersigned authority, on this day personally appeared Charles E. Fitz, Richard Stehling, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 28th day of Oct., 1997.

Josceline Neffendorf

Notary Public, Gillespie County, Texas

Josceline Neffendorf
Notary Public
STATE OF TEXAS
My Comm. Exp 8-8-98

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

EASEMENT

From

To
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

Filed
____ day of _____, ____ o'clock ____ M. in ____, at ____ o'clock ____ M. in ____ County Records, ____, the Clerk of said County, do hereby ____y that the foregoing is recorded in ____me ____, pages ____.

____ Clerk ____, Deputy

After Recording Return To:
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.
P.O. Box 553
Fredericksburg, Texas 78624-0553

348 0964

Policy Numbe

023738 467 067

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

P.O. BOX 553, FREDERICKSBURG, TEXAS 78624-0553

LINE NO. 20275

EASEMENT NO. _____

NAME _____

Central Texas Electric Co-op

RIGHT OF WAY EASEMENT
(Distribution)

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Gillespie

That the undersigned Frank P and Ann P. Amoroso, hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately 2 miles west 290 (Show Direction Above) from the town of Fredericksburg, Tx

FILL OUT BLANKS

and bounded on the north by land owned by: Lot #25 Setter Ridge

on the south by land owned by: Lot #6 - Oxen Trail Setter Ridge

on the east by land owned by: Homestead Lane Setter Ridge

on the west by land owned by: Lot #23 Setter Ridge

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, 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 Cooperative is specifically granted pedestrian and vehicular ingress and egress over my (our) land to or from said right-of-way.

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall insure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives 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:

_____

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 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 reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 2001.

PROPERTY OWNER SIGNATURES

_____ X _____ L.S.
Frank P. Amoroso

DATE: _____ _____ L.S.
Ann Amoroso

- OVER -

For the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of Gillespie

Before me, the undersigned authority, on this day personally appeared Frank P. Amoros, and wife, Ann P. Amoros, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5 day of March, ~~19~~ 202.

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

Janelle Neffendorf

Notary Public, Gillespie County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

Have Notary Notarize Where Applies

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this _____ day of _____, 19_____.

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

_____

Notary Public, _____ County, Texas

EASEMENT

From

To
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

Filed
The _____ day of _____, 19___, at _____ o'clock ___M. in _____ County Records.

I, the Clerk of said County, do hereby certify that the foregoing is recorded in Volume ____, pages _____.

County Clerk
By: _____, Deputy

After Recording Return To:
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.
P.O. Box 553
Fredericksburg, Texas 78624-0553

FILED FOR RECORD
AT 10:56 O'CLOCK A M

JUL 12 2002

DEBBIE WAHL
CLERK COUNTY COURT
GILLESPIE COUNTY, TEXAS
By Colleen Ketron Deputy

THE STATE OF TEXAS }
County of Gillespie } I, DEBBIE WAHL, 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 15th day of July A.D. 20 02, at 8:27 o'clock a M., in the Official Public records of said County, in Volume 467, on Pages 67-69.

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

DEBBIE WAHL
Clerk, County Court, Gillespie County, Texas
By Colleen Ketron Deputy
Colleen Ketron

023738 467 067

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

P.O. BOX 553, FREDERICKSBURG, TEXAS 78624-0553

LINE NO. 20275

EASEMENT NO. _____

NAME _____

Central Texas Electric Co-op

RIGHT OF WAY EASEMENT
(Distribution)

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Gillespie

That the undersigned Frank P and Ann P. Amoroso, hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately 2 miles west 290 (Show Direction Above) from the town of Fredericksburg, Tx

FILL OUT BLANKS

and bounded on the north by land owned by: Lot #25 Setter Ridge

on the south by land owned by: Lot #6 - Oxen Trail Setter Ridge

on the east by land owned by: Homestead Lane Setter Ridge

on the west by land owned by: Lot #23 Setter Ridge

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, 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 Cooperative is specifically granted pedestrian and vehicular ingress and egress over my (our) land to or from said right-of-way.

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall insure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives 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:

_____

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 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 reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 2001.

PROPERTY OWNER SIGNATURES

_____ X _____ L.S.
Frank P. Amoroso

DATE: _____ _____ L.S.
Ann Amoroso

- OVER -

For the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of Gillespie

Before me, the undersigned authority, on this day personally appeared Frank P. Amoros, and wife, Ann P. Amoros, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5 day of March, ~~19~~ 202.

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

Janelle Neffendorf

Notary Public, Gillespie County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 19_____.

_____

Notary Public, _____ County, Texas

Have Notary Notarize Where Applies

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this _____ day of _____, 19_____.

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

_____

Notary Public, _____ County, Texas

EASEMENT

From

To
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

Filed
The _____ day of _____, 19___, at _____ o'clock ___M. in _____ County Records.

I, the Clerk of said County, do hereby certify that the foregoing is recorded in Volume ____, pages _____.

County Clerk
By: _____, Deputy

After Recording Return To:
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.
P.O. Box 553
Fredericksburg, Texas 78624-0553

FILED FOR RECORD
AT 10:56 O'CLOCK A M

JUL 12 2002

DEBBIE WAHL
CLERK COUNTY COURT
GILLESPIE COUNTY, TEXAS
By Colleen Ketron Deputy

THE STATE OF TEXAS }
County of Gillespie } I, DEBBIE WAHL, 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 15th day of July A.D. 20 02, at 8:27 o'clock a M., in the Official Public records of said County, in Volume 467, on Pages 67-69.

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

DEBBIE WAHL
Clerk, County Court, Gillespie County, Texas
By Colleen Ketron Deputy
Colleen Ketron