CJB/emh/RE23

CMA INVESTMENTS JOINT VENTURE, ET AL TO THE PUBLIC

DEDICATION AND RESTRICTIONS

360488

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

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

375 605

9906259

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