CJB/emh/REAL ESTATE/restrictions

31 pgs
AMEND

20217187

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT OF SOUTHVIEW RIDGE SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

Whereas, Comfort Series I LLC, a separate series of Southview Ridge LLC, a Texas series limited liability company, and Comfort Series II LLC, a separate series of Southview Ridge LLC, a Texas series limited liability company (jointly, "Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions and Road Maintenance Agreement of Southview Ridge Subdivision an unplatted subdivision, filed of record under instrument number 20216307, Official Public Records of Gillespie County, Texas ("Declaration"); and

Whereas, pursuant to Article IX, Amendment, Declarants reserved the right to amend the Declaration by the approval of at least 2/3 of the Tracts out of the Subdivision; and

Whereas, Declarants own at least 2/3rds of the Tracts out of the Subdivision;

Now therefore, Declarants amend the Declaration by amending Article III., Section 1. Dedication of Roadways to describe the type of roadway to be constructed and amend Article IV., Section 3. Drainage Easements by attaching hereto a metes and bounds description and a plat of the drainage easements that are reserved over unplatted Tract No. 3 and Tract No. 4.

In all other respects the Declaration remains as originally adopted and is restated. The Amended and Restated Declaration follows:

THAT, COMFORT SERIES I LLC, a separate series of SOUTHVIEW RIDGE LLC, a Texas Series Limited Liability Company, and COMFORT SERIES II LLC, a separate series of SOUTHVIEW RIDGE LLC, a Texas Series Limited Liability Company ("Declarant"), being the owners of that certain unplatted subdivision known as SOUTHVIEW RIDGE SUBDIVISION (hereinafter referred to as the "Subdivision"), and being described as 118.363 acres of land, more or less, situated in Gillespie County, Texas, and being more particularly described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all pertinent purposes, and, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided Tracts situated within the Subdivision, 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 subdivided Tracts 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 Subdivision 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:

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to COMFORT SERIES I LLC, a separate series of SOUTHVIEW RIDGE LLC, a Texas Series Limited Liability Company, and COMFORT SERIES II LLC, a separate series of SOUTHVIEW RIDGE LLC, a Texas Series Limited Liability Company, their successors and assigns, if such 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.

"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, walls, well houses, entryways, gates, exterior lighting, flag poles, recreation areas, utility installations (including, without limitation, water, telephone, electric, satellite, propane gas tanks and systems, and septic tanks and systems), driveways, and any exterior additions, including any changes or alterations thereto.

"Managing Owner" shall mean SOUTHVIEW RIDGE LLC 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 (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" or "Subdivision" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as 118.353 acres of land, more or less, situated in Gillespie County, Texas, and being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof for all pertinent purposes, and any additional property that may be made subject to this Declaration pursuant to Article II hereof.

"Roadway or Roadways" shall mean and refer to that real property being 60 feet in width with a cul-de-sac having a radius of 60 feet, the centerline of which is more particularly described in **Exhibit "B"** attached hereto and made a part hereof for all pertinent purposes.

"Single Family Dwelling" shall mean and refer to any Improvement on a Tract which is designed and intended for use and occupancy as a residence by one individual, by a single family, or by individuals related by blood, marriage or adoption, who are maintaining a common household.

"Tract" shall mean and refer to any plot of land subdivided out of the Property.

ARTICLE II.

ADDITION OF LAND

Section 1. Addition of Land. Declarant hereby reserves to itself and shall hereafter have the right, but not the obligation at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the Property (the "added Property"). Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions, obligations and roadway easements set forth herein shall apply to and inure to the benefit of the added land, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of Declarant's overall development plans for the added property. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Gillespie County, Texas, a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

(a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records wherein this Declaration is recorded;

(b) A statement that the provisions of this Declaration shall apply to the added land;

(c) A legal description of the added land;

(d) A conveyance of an access easement over the roadway or roadways; and

(e) Any covenants, conditions, or restrictions that are different or unique to the added land.

ARTICLE III.

DEDICATION OF ROADWAY/RESERVATION OF RIGHTS/ MAINTENANCE AGREEMENT

Section 1. Dedication of Roadways. Declarant will construct a two course chip seal road, with a width of 18 feet and a 6 inch crushed limestone base over the roadways which provide ingress, egress and regress to the Properties (the "Roadway or Roadways"). Declarant hereby dedicates the Roadways for the common use of all Owners, and does hereby grant to all such Owners, their heirs, successors and assigns, and their agents, licensees, guests, tenants, invitees and permittees, the free nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the Roadways, together with free ingress, egress and regress, over and across the same, at all times and seasons forever, in, along, upon and out of said way (the "Roadway Easement"). The right to use and enjoy the Roadway Easement shall exist in favor of

and shall inure to the benefit of the Owners, and each of them, and each of their respective heirs, successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees in common with each other, the Declarant, the Declarant's successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees. The Roadway Easement shall further be deemed an easement appurtenant to the Property, and the added Property and each and every portion thereof. The right of ingress and egress provided by the Roadway Easement may be exercised by any reasonable means, whether now in existence or known or whether by a means which may come into existence in the future, and regardless of any increased burden which may result from such use.

Section 2. Maintenance of Roadways. The Owners shall have the exclusive right to repair, replace and maintain the Roadways.

Section 3. Roadway. Attached hereto as **Exhibit "B"** and incorporated herein is a centerline description of the Roadway Tracts.

Section 4. **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.**

Section 5. **ALL ROADWAYS PROVIDING ACCESS TO THE SOUTHVIEW RIDGE SUBDIVISION, AN UNPLATTED 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.**

Section 6. Unobstructed Roadway. Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the roadway easement by any other Owner.

Section 7. Maintenance Assessment. 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 and maintaining, repairing and replacing drainage easements. These expenses (herein "maintenance expenses") may include, but shall not be limited to, (1) the reconstruction, repair, maintenance, upkeep or replacement of the entry gate and cattleguard, roadway, shoulders, drainage ditches, concrete slab and culverts as an all-weather roadway, (2) landscaping located at the entry, (3) repair, maintenance, repair, replacement and reconstruction

of Drainage Easements, and (4) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

Section 8. Commencement of Assessments. Beginning January 1, 2023, the Owner of each Tract shall pay to the Managing Owner $200.00 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.

Section 9. Division of Tracts. 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.

Section 10. Extraordinary Maintenance Assessment. In the event the Managing Owner has obtained proposals and bids for repair, maintenance and improvement of the roadway or drainage easements 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, provided Declarant shall not be obligated to pay an extraordinary maintenance assessment that Declarant has not approved.

Section 11. Default in Payment. 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.

Section 12. Term of Office. Except as otherwise provided in this Article III, 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 13, or the expiration of the maintenance term of this Agreement.

Section 13. 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 representing at least two-thirds (2/3rds) of the total acreage in the Subdivision.

Section 14. 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 acreage in the Subdivision.

Section 15. Accounting. On or before January 31 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 IV.

EASEMENTS – UTILITY AND DRAINAGE

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and its successor and/or assigns, perpetual easements (the "Utility Easements") for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within, (i) all Roadways, (ii) ten (10) feet along and outside of all boundaries of the Roadways, (iii) ten (10) feet of the rear, front and side boundary lines of all Tracts, and (iv) twenty (20) feet along the entire perimeter boundary of the Subdivision; with the authority to place, construct, operate, maintain, relocate and replace utility lines, systems and equipment thereon. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement areas within each Tract and all Improvements within it shall be maintained by the Owner of the Tract, except as otherwise provided in this Declaration and except for those Improvements for which an authority or utility provider is responsible. Upon granting a utility easement by Declarant to a utility provider, utility providers shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including,

but not limited to the free right to ingress to, and egress from, easement areas, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, operation or maintenance of utilities. Declarant shall have the right, without the necessity of joinder by any Owner, to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

Section 2. Access Easements. Declarant hereby reserves for itself and its successors and assigns, a non-exclusive right of access to and easement across all Tracts for purposes of exercising their respective rights or performing their respective duties under these Declarations (including, without limitation, any rights or duties of maintenance or repair).

Section 3. Drainage Easements. Easements for drainage ("Drainage Easements") throughout the Subdivision are reserved along and within the Roadways and over, across and upon the two Tracts (unplatted Tract No. 3 and Tract No. 4) more particularly described in **Exhibit "C" and Exhibit "D"** attached hereto, and the drainage easements upon Tract No. 3 and Tract No. 4 are described and depicted in **Exhibit "E", Exhibit "F" and Exhibit "G"** attached hereto. The Drainage Easements are reserved by Declarant, for Declarant and Declarant's successors and assigns. Declarant reserves the right: (i) to construct drainage channels and install culverts along and within the Drainage Easements, and (ii) to construct water retention berms (the "Water Retention Berms") to be situated within the Drainage Easements. Declarant shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including, but not limited to the free right of entry onto all Tracts for the purpose of construction and installation of any drainage channel, culverts and Water Retention Berms, and the right to cut and trim all trees, undergrowth and other obstructions that may interfere with the construction or installation of any drainage channels, culverts and Water Retention Berms. No owner of any Tract in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Declarant;

(3) construct, erect or install a fence or other structure of any type or nature within or upon drainage easements which will impede the natural flow of water over said easement;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

After the initial construction of any drainage channels, culverts and Water Retention Berms by Declarant, the Owners shall have the right to, and shall be responsible for, the maintenance and repair of such drainage channels, culverts and Water Retention Berms to the extent required in order to cause them to adequately perform the drainage and water retention function for which they were initially constructed; provided that the Owner of a Tract on which a Drainage Easement, drainage channel, culvert and/or Water Retention Berm is situated shall be responsible for the normal, day-to-day maintenance of such areas on such Owner's Tract (including, without limitation, mowing such areas, and keeping such areas free from trash, garbage, leaves, limbs and other debris), and for any maintenance or repairs caused by any violation by such Owner of the restrictions provided for in these Declarations. The failure of any owner to comply with the provisions of this Section 3 shall in no event be deemed or construed to impose liability of any nature on the Declarant, and such Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this provision shall in no way affect any other recorded easement in the Subdivision.

Section 4. Maintenance of Drainage Easements. The Owners shall have the right to repair, maintain and replace the Drainage Easements.

Section 5. No Liability for Damage to Improvements. Declarant shall not be liable to any Owner for any damage to any vegetation (including, without limitation, shrubbery, trees, lawns or flowers) or other Improvements situated within such easement area, as a result of any activity relating to the construction, maintenance, operation, or repair of any utility lines or facilities in any such easement area. A provider of utility services shall not be liable to any Owner for any damage to any vegetation (including, without limitation, shrubbery, trees, lawns or flowers) or other Improvements situated within such easement area, as a result of any activity relating to the construction, maintenance, operation, or repair of any utility lines or facilities in any such easement area, except to the extent liability or obligation to repair any such damage arises out of this Declaration, or any State, County, or Municipal statutes, ordinances, rules or regulations, or the custom and practice of such utility provider. Prior to the construction of any utilities on a developed lot ("developed lot" shall mean any Tract which has a Single Family Dwelling constructed thereon), Declarant reserves the right to require that the utility provider pay the cost of repairing and restoring the easement area to the same condition as it was prior to construction.

Section 6. Changes, Additions, and Reservations. Declarant reserves the right to make changes in and additions to the easements described in this Article IV for the purpose of more efficiently and economically installing any Improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, (i) to grant, dedicate, reserve or otherwise create easements for utility purposes, (including, without limitation, water, sewer, gas, electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Property or the Added Property, but only to the extent reasonably necessary and appropriate, and (ii) to execute and deliver any and all instruments and documents in connection therewith, including, without limitation, any and all

instruments and documents that may be required by any provider of such utilities.

ARTICLE V.

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. THE FOLLOWING RESTRICTIVE COVENANTS SHALL APPLY TO ALL TRACTS UNLESS EXPRESSLY PROVIDED OTHERWISE IN A PARTICULAR RESTRICTIVE COVENANT.

Section 1. General Restrictions

(1) Signs. No signs of any kind shall be displayed to the public view on any Tract (or in the right of way of any Roadway adjacent to the Tract) except one sign, commercially attractive, of not more than six (6) square feet advertising the Tract for sale or rent. However, during the construction period of a Single Family Dwelling on a Tract, a builder may have one sign of up to sixteen (16) square feet advertising their particular homes and/or services, and may identify the architect who designed the Single Family Dwelling and may include a lender's name providing construction financing. Declarant, or its agent, shall have the right to remove any sign not complying with the provisions of this subsection, and in so doing shall not be liable for any tort arising from such removal. Declarant may erect signs of any size in order to advertise the Subdivision and the availability of Tracts for sale in the Subdivision, as long as Declarant owns any Tracts.

(2) Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants, provided, timber and vegetation which has been removed in the clearing of a Tract, may accumulate until appropriate conditions exist to burn the debris onsite. Refuse, garbage and trash shall be kept at all times in covered containers to the rear of the Single Family Dwelling and such containers shall be kept within enclosed structures or appropriately screened from view by the public, and contents thereof disposed of regularly.

(3) Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than speakers for porches or patios, security speakers at the entry way or upon the exterior of a single family dwelling and other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

(4) Repair of Buildings. All Improvements erected or constructed upon a Tract subsequent to

the execution of this Declaration shall at all times be kept in good, safe, attractive condition and repair and adequately painted or otherwise maintained by the Owner of such Tract.

(5) Hazardous Activities. No activities shall be conducted on a Tract and no Improvements shall be constructed on a Tract which are or might be unsafe or hazardous to any person or property.

(6) Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. No tank for the storage of oil, gasoline, or other hazardous products may be maintained on any Tract.

(7) Unsightly Articles: Vehicles. No unsightly article shall be permitted to remain on any Tract so as to be visible from adjoining Property or public streets. Without limiting the generality of the foregoing, trailers, trucks (other than pickups not to exceed one ton capacity), boats, tractors, vans, recreational vehicles and other vehicles used or designed for use as commercial vehicles, campers, wagons, buses, motorcycles and similar two (2) and four (4) wheel motorized vehicles, motor scooters, golf carts, and garden maintenance equipment, shall be housed and stored at all times, except when in actual use, in enclosed structures and no repair or maintenance work shall be done on any of the forgoing, or on any automobile (other than minor emergence repairs), except in fully enclosed garages or other structures, screened from public view. No commercial vehicle owned by an Owner or any resident within the Property shall be parked on the driveway or street within the Subdivision.

(8) Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Tract at any time, and no travel trailers or recreational vehicles owned by anyone other than the Owner or resident of the Tract, shall be parked on or near any Tract so as to be visible from adjoining Tracts or public streets for more than ten (10) days.

Notwithstanding the foregoing, Declarant in Declarant's absolute discretion, may approve the temporary location of a travel trailer or recreational vehicle for a period not to exceed nine (9) months, while a single family dwelling is being constructed. The location of the temporary travel trailer and/or RV shall be a site upon a Tract that has been approved by Declarant.

(9) Animals. No domestic household pet or domestic livestock shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Tract of its Owner unless confined to a leash. No more than three (3) dogs and three (3) cats shall be kept, housed or sheltered upon a Tract. No domestic pet may be caged or boarded for hire or remuneration on the Property and no kennels or breeding operations of domestic pets will be allowed. No domestic household pet shall be allowed to run at large and domestic pets and domestic livestock shall be kept within enclosed areas on a Tract which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof. Enclosures for domestic pets shall be screened so as not to be visible from the front side of the Tract at street level. Dog runs shall not be visible from any portions of the Property at street level. Vicious or dangerous animals shall not be kept, housed or sheltered on the Property. Vicious or dangerous animals shall include, but not be

limited to, pit bull dogs of all breeds, whether of the whole or half blood.

(10) Livestock. Domestic livestock shall be permitted provided not more than one animal unit, as defined by rules of the Gillespie Central Appraisal District, shall be permitted for each five (5) acres owned by an Owner. "Livestock" means a domesticated animal that derives its primary nourishment from vegetation, supplemented as necessary with commercial feed. Livestock includes, but is not limited to, meat or dairy cattle, horses, goats, poultry, and sheep.

(11) Temporary Structures. No structure of a temporary character such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any Tract at any time as a residence, either temporarily or permanently. No Single Family Dwelling previously constructed elsewhere may be moved on any Tract in the Subdivision. This covenant prohibits the use of a mobile home or manufactured home as a residence, either temporarily or permanently. A portable building or enclosed trailer may be permitted for use as a builder's storage facility during construction of a Single Family Dwelling on a Tract (subject to approval of the Declarant); however, any such building or structure shall be removed immediately upon completion of construction.

(12) Construction Materials and Debris. No building material of any kind shall be placed or stored upon a Tract until the Owner thereof is ready to commence construction of Improvements. All building materials shall be placed within the property lines of the Tract upon which the Improvements are erected and shall not be placed on the street. During construction of a Single Family Dwelling or other Improvements, a Tract must be cleaned of trash and debris and placed in an orderly condition by 7:00 P.M. each Friday. At all times during construction, all trash and debris shall be contained in a defined area which shall be maintained in a sanitary and orderly manner and disposed of as hereinabove provided.

(13) Nuisances. No noxious, offensive or dangerous activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to an Owner of a Tract. This includes builders and construction workers working after daylight hours. No Owner shall do any act or any work that will impair any easement or hereditaments, or do any act or allow any condition to exist which will adversely affect the other Tracts or their Owners.

(14) Firearms and Hunting. Trap or skeet shooting, or other persistent discharge of firearms within the Subdivision is prohibited. Hunting and harvesting of game animals protected by State or Federal statutes or regulations by firearms is prohibited unless approved by the Declaration or a majority of the Owners for the purpose of controlling overpopulation of whitetail deer, for health and safety reasons, or to prevent damage or injury to Owner's real or personal property. Discharge of firearms shall always be in a safe and prudent matter, not directed toward the homes of other Owners.

The use of a crossbow or bow and arrow to hunt and harvest game animals and hunting and harvesting doves or turkey with a shotgun is permitted.

(15) Rentals. Nothing in this Declaration shall prevent the rental of any Tract and the Improvements thereon by the Owner thereof for single family residential purposes; provided

however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration. During any period when a Tract or Improvements are rented or leased, the Owner of the Tract shall remain liable for complying with all terms of the Declaration. No Single Family Dwelling or Improvement may be rented or leased for any single period of less six (6) months. No "time-share plan" or any similar plan of fragmented or interval ownership of said Single Family Dwelling shall be permitted on the Property. The Bed & Breakfast (B&B) use of a tract for bed and breakfast purposes is prohibited.

(16) Trees. Preservation and maintenance of the deciduous trees within the Subdivision is strongly encouraged. Prudence, care, and discretion should be used in the positioning of all Improvements in order to preserve as many deciduous trees as possible within the Subdivision. Replacement of deciduous trees that are removed or die is encouraged. All precautions shall be taken in connection with the pruning and trimming of deciduous trees, in order to prevent the spread of oak wilt and oak decline within the Subdivision. Such precautions shall include, but not be limited to minimal trimming and pruning of oak trees, trimming and pruning of oak trees during dormant months only (normally January, February and August), and painting all fresh cuts with appropriate dressing or paint. Diseased and dead trees may be cut and removed at any time.

(17) Fences. The Owner of a Tract may fence the perimeter of the Tract at Owner's sole cost and expense. The fence shall be constructed of new material and shall be completed and maintained in a good and workmanlike manner, regarding quality and appearance. Perimeter fences designed to restrain livestock shall be constructed of netting material with three strands, barbed or smooth wire, or a minimum of six (6) strand barbed wire with a minimum 2 7/8 inch metal pipe line posts every 120 feet, t-posts every 10 feet and minimum 2 7/8 inch corner posts with H brace and diagonal brace.

Until such time as Owner completes the construction of a perimeter fence designed to restrain livestock, Owner agrees that Declarant, Declarant's agents, lessees, or assigns, may graze livestock upon the Tract of Owner without compensation or lease payment to Owner. 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. Upon completion of the construction of the required fence, all privileges to continue the grazing of livestock by Declarant, Declarant's agents, lessees, or assigns, shall terminate and immediately cease.

Declarant's right to graze livestock upon a tract, is subordinate to the rights of a lienholder under a purchase money, mechanic's or home equity lien or any other security interest in a Tract.

Section 2. Residential Restrictions

(1) Single Family Residential Use. All Tracts shall be improved and used principally for single family residential purposes. Except the use of a room within a Single Family Dwelling as an in-home office rendering personal services solely by the Owner or a professional business conducted solely by an Owner, or in an office studio, which office use is secondary to the residential use of the Tract, no business, commercial, industrial, trade, professional or other nonresidential activity or use of any nature, type, kind or description shall be conducted upon a Tract or from any Single Family Dwelling or within any Improvement located or constructed on any Tract. No signs of any type advertising or describing in any way the personal services rendered or professional services conducted by the owner shall be placed anywhere on a Tract or within or upon the Single Family Dwelling or any other Improvement on a Tract.

Notwithstanding the above, a Tract may be used for growing and processing of various agricultural products and commodities for commercial purposes, including, by way of illustration (but not limitation), vineyards, orchards (including, fruits and nuts), farming operations (including vegetable farming), and cropland operations (including, small grain crops, sorghum hay, improved pasture hay, and row crop); provided that, (i) such use does not significantly increase traffic flow to and from any Tract, and (ii) no Tract shall be open to the public for the harvesting and/or purchasing of any such agricultural products and commodities.

(2) Construction in Place. All Single Family Dwellings constructed on the Property after the execution of this Declaration shall be built in place on the Tract.

(3) Building Materials. All Single Family Dwellings and other Improvements shall be constructed of recognized standard construction quality. New construction materials (except stone or brick) shall be used in constructing any Single Family Dwelling or Improvement situated on a Tract. The exterior walls of all Single Family Dwellings shall be composed of 75% masonry or masonry veneer. In addition, the exterior walls of all other Improvements shall be composed of fiber cement sidings, smart board, masonry or masonry veneer for 75% or more of the total exterior wall area. The minimum masonry percentage shall apply to the aggregate area of all exterior walls but be exclusive of door, window and similar openings. "Masonry" or "masonry veneer" means stucco, stone and brick. Logs which were hewn prior to 1900 shall be considered masonry for purposes of satisfying the minimum requirements of masonry or masonry veneer.

(4) Roofs. The surface of all roofs of improvements shall be of materials with a manufacturer's warranty against defects of at least thirty (30) years and shall be composed of either slate, tile, factory fire treated wood or metal.

Simplicity in the overall building design is desirable to provide visual continuity throughout the subdivision. A distracting roof design is not permissible. All stacks, vents, approved antennae and other approved roof mounted accessories shall be placed or erected behind the ridge of the roof so they are not visible from the street abutting the front of the Single Family Dwelling and shall not extend above the ridgeline.

(5) Single Family Dwelling Size. All Single Family Dwellings shall contain not less than 2,400 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garages.

Notwithstanding the foregoing, after construction of a Single Family Dwelling complying with the square footage requirements of this paragraph, a second Single Family Dwelling to be occupied as a mother-in-law home or guest house, containing a minimum of 1250 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garages may be constructed on a Tract.

(6) Windows. Mill finish aluminum window and door frames are hereby expressly prohibited.

(7) Setback Lines. Except for entrance and other gates, wells and related well house, earthen dams and ponds, septic systems, roadways, driveways, drainage areas and culverts, fences and utility lines, no Improvements shall be constructed, placed or maintained within fifty feet (50') of a Roadway or fifty feet (50') of the side boundary of a Tract, provided, an owner of two or more tracts which have common and abutting boundaries, shall not be subject to setback restrictions on the common and abutting boundaries.

(8) Improvements Compatible with Single Family Dwelling. All Improvements shall be compatible with the Single Family Dwelling to which they are appurtenant in terms of design and material composition.

(9) Swimming Pools. Moveable, above-ground swimming pools are strictly prohibited. All swimming pools must be of a permanent nature built into the ground and in a fenced enclosure with self-closing and self-latching gates, and in accordance with any applicable ordinances, regulations, or statutes.

(10) Athletic Facilities. Tennis courts and sport courts, and related lighting and fencing shall be allowed and may be constructed on any Tract upon which the primary Single Family Dwelling is situated or upon any Tract contiguous thereto. Tennis courts and sport courts shall not be illuminated between 11:00 P.M. and 7:00 A.M. of the following day.

(11) Foundation Exposure.

(A) All Stucco Finishes. All foundation sides on any Single Family Dwelling with an exterior stucco finish shall be covered with stucco which matches the texture and color of the exterior stucco walls of such Single Family Dwelling and shall be a continuation of such stucco walls so that there is no defined horizontal relief line between the foundation and such walls.

(B) All Stone. Masonry Finishes. The foundation of any Single Family Dwelling with a stone, brick, masonry, masonry veneer (other than stucco) exterior finish shall not be exposed more than eighteen (18) inches above final grade. If floor level is more than eighteen (18) inches above final grade, the foundation shall be built to accommodate a finished wall matching the exterior wall of the Improvement to within eighteen (18) inches of final grade. The exposed foundation shall be trowel finished. Landscaping to screen exposed foundation is encouraged.

(12) Governmental Rules. All Improvements located, erected, constructed and installed upon any Tract shall conform to and comply with all applicable governmental regulations, rules and ordinances, including, without limitation, all building and zoning requirements. All activities of the Owners, and those of their tenants, invitees, agents, employees and contractors on or about the Property shall comply with all applicable governmental regulations, rules and ordinances.

(13) Antennae. No radio or television aerial wires, antennae or other special television apparatus or equipment shall be maintained on any portion of any Tract forward of the rear building line of the principal Single Family Dwelling. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any Tract which extends higher than the highest part of the roof of the Single Family Dwelling on said Tract and must be attached to the ground. All satellite dishes, discs, and similar apparatus or equipment must be screened from the view of streets.

(14) Mailboxes. No individual mailbox receptacle shall be placed upon a Tract. A common mailbox receptacle for servicing all of the Tracts shall be provided at the entryway to the subdivision.

(15) Tanks. No Butane, propane, or any type of elevated tank of any kind shall be erected, placed or permitted on any Tract; provided that, such tanks may be allowed if shielded from view from the street, or buried.

(16) Fences Generally. All fences are to be professionally constructed.

(17) Livestock Shelters. Pens, fences, barns and stables and other similar Improvements intended for the housing and protection of domestic livestock, and structures for the storage and housing of equipment, machinery, and vehicles may be made or erected on a tract prior to construction of a single family dwelling. Domestic livestock shall not be housed or sheltered within the improvements until a fence adequate to restrain the animals has been constructed.

The exterior building materials of barns and stables and other similar improvements intended for the housing and protection of domestic livestock, and structures for the storage and housing of equipment, machinery, and vehicles shall be constructed entirely or in a combination of standard architectural building materials and shall include but not be limited to: quality metal siding panels, wooden siding/shingle/lapping, architectural fiber cement board or siding systems and masonry or masonry veneer as defined in Article V., Section 2 (3).

(18) Unfinished Structures. No Single Family Dwelling or Improvement shall remain unfinished for more than eighteen (18) months after the commencement of construction of the structure.

(19) Variances. 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 Article V., Section 1. Fences (17) and Section 2. Building

Materials (3), Roofs (4), and (7) Setback Lines, 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.

(20) Towers. No cellular tower or other type of commercial tower, including, but not limited to windmills, wind turbines and similar equipment and fixtures customarily used and associated with wind farms shall be erected, maintained, operated or placed upon the Property.

Section 3. Restriction Against Subdivision

No subdivision of any Tract by an Owner shall be permitted prior to January 1, 2036. After January 1, 2048, tracts may be subdivided by an Owner not the Declarant provided that the resultant tracts shall comply with Gillespie County Subdivision regulations. Notwithstanding the foregoing, Declarant shall have the right to subdivide the Property into Tracts of a minimum acreage of ten (10) acres at any time.

Owners of Tracts having a common and abutting boundary line may modify, alter, change, realign or adjust the common and abutting boundary line provided the resultant tracts have a minimum of ten (10) acres each.

Section 4. Prohibition Against Utility Easement.

Other than Declarant, no Owner shall grant or convey a utility easement to Central Texas Electric Cooperative, Inc. or any other public utility provider or person within twenty feet of any boundary of a Tract that does not abut the boundary of another Tract within the Subdivision. Any such conveyance is void ab initio unless consented to by Declarant. Declarant retains and reserves the right pursuant to Article IV, Easements – Utility and Drainage, to grant and convey public utility easements without limitation.

Section 5. Compliance with Provision of this Declaration

Each Owner shall comply strictly with the provisions of these restrictions as the same may be amended from time to time. Failure to comply with any provision of this Declaration shall constitute a violation of the Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Declaration, its terms or provisions. Each Owner acquiring a Tract in

reliance on this Declaration, its terms and provisions shall assume all risks of the possible amendment, validity and enforceability thereof, as well as the possibility that variances from the restrictions contained in this Declaration may be granted from time to time; and, by acquiring the Tract, each Owner agrees to hold Declarant harmless from any damages resulting from any amendment to, variances from, or invalidity or unenforceability of this Declaration.

Section 6. Development Objectives.

The aesthetic and ecological quality of the Property requires that all Improvements be compatible with other improvements, and be in harmony with the natural surroundings (including, without limitation, natural vegetation and topography). To these ends, improvements should be planned and designed with particular attention to site location, size, scale, building density, design and aesthetic appearance, and the use of such materials as will create an attractive and harmonious blend with existing Improvements and the natural surroundings (including, without limitation, natural vegetation and topography). Considerations by an Owner in construction of Improvements should be to:

(a) The architectural design.

(b) The location of the Improvement on the site (including, without limitation, the location of the Improvement in relation to (i) the natural surroundings (including, without limitation, natural vegetation and topography), (ii) other Improvements on the Tract, and (iii) other Improvements on adjoining Tracts and elsewhere in the Subdivision).

(c) Harmony and conformity of the design with the surroundings both natural and built (including, without limitation, natural vegetation and topography).

(d) Adequacy of the design to conditions of the site.

(e) Relation of finished grades and elevations to neighboring sites.

(f) Relation of Improvements to Improvements on neighboring sites.

(g) Protecting the view of Tracts whose location provide distant and panoramic views.

(h) Conformity to specific and general intent of the restrictive covenants set forth in this Declaration.

ARTICLE VI.

TERM

The covenants, conditions 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, 2048, 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 two thirds (2/3rds) 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 VII.

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 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.

Section 2. Declarant Right to Self Help.

(a) The Declarant shall have the authority to employ self-help to enforce compliance with any provision of this Declaration. Upon the occurrence of a default or other violation of this Declaration, the Declarant may provide notice to the defaulting Owner of the matter of noncompliance, the action necessary to cure the noncompliance, and a date by which the noncompliance shall be cured; such notice to be sent in accordance with subparagraph (b) below. In the event the Owner fails to cure the matter of noncompliance within the required time, Declarant may take action to cure the matter of noncompliance.

(b) Notice of default or other violation of this Declaration and of the Declarant's intent to act pursuant to this provision shall be in the form and in the manner as required by Article XVII. In the event of continuing noncompliance, a second notice, at least ten (10) days subsequent to the date of the mailing of the first notice, shall be sent to the noncomplying Owner. Not sooner than thirty (30) days after date of the mailing of the first notice, the Declarant may send a third notice (the "Notice of Intent to Remedy") to the noncomplying Owner of the Declarant's intent to remedy the noncomplying condition. The Notice of Intent to Remedy shall be sent by United States Certified Mail, return receipt requested, and shall otherwise conform to Article XVII. In the event the noncomplying condition is not cured within ten (10) days after the date of the Notice of Intent to Remedy, the Declarant may commence actions to remedy the noncomplying condition at the sole expense of the noncomplying Owner.

(c) In the event that Declarant acts to remedy a noncomplying condition in accordance herewith, all sums incurred by the Declarant in connection therewith, including any attorneys' fees, shall be charged against the Owner, and shall be payable by the Owner upon demand. If

such sums are not paid within three (3) days after demand for payment is made therefor, such sums shall bear interest at a rate equal to the lesser of (a) twelve percent (12%) per annum, or (b) the highest legal rate permitted by law to be charged the Owner. In addition, the Declarant may exercise any and all other rights and remedies that may be available hereunder, or under Texas law, to enforce an Owner's obligations hereunder.

ARTICLE VIII.

PARTIAL INVALDITY

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 IX.

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 two thirds (2/3rds) 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 mortgagees, 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, 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 its sole discretion. 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 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. 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.

ARTICLE XI.

NOTICE

Whenever written notice or demand to an Owner is permitted or required hereunder, such notice shall be given by the mailing of such notice to such Owner at the address of such Owner appearing on the records of the Gillespie Central Appraisal District. Notice shall conclusively be deemed to have been given on the date such notice is deposited in the United States Mail, properly addressed, whether received by the addressee or not.

ARTICLE XII.

ASSIGNMENT BY DECLARANT

Notwithstanding any provision in this Declaration to the contrary, Declarant may in writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of Declarant rights, the Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

ARTICLE XIII.

HEADINGS

The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Declaration.

CJB/emh/REAL ESTATE/restrictions

EXECUTED by said Declarant, this 20 day of September, 2021.

COMFORT SERIES I LLC, a separate series of SOUTHVIEW RIDGE LLC, a Texas series Limited Liability Company and COMFORT SERIES II LLC, a separate series of SOUTHVIEW RIDGE LLC, a Texas Series Limited Liability Company

By: _____
RONALD J. ENDRES, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 20 day of Sept, 2021, by RONALD J. ENDRES, Manager of COMFORT SERIES I LLC, a separate series of SOUTHVIEW RIDGE LLC, a Texas series limited liability company, and COMFORT II LLC, a separate series of SOUTHVIEW RIDGE LLC, a Texas series limited liability company, on behalf of said entities.

_____
Notary Public, State of Texas

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

EXHIBIT "A"

SEARCHERS
SURVEYING & ENGINEERING LLC
MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7489
P.O. Box 1504 Fredericksburg, TX 78624 | 830-383-1211
Firm #10193966 | www.searchersls.com

LEGAL DESCRIPTION: Being 118.363 acres of land, approximately 1.0 acre out of the Charles McKenley Survey No. 41, Abstract No. 458 and approximately 117.363 acres out of the Agapo Ruiz Survey No. 88, Abstract No. 592 in Gillespie County, Texas and being all of that certain 118.0 acre tract described in Instrument No. 20196042 of the Official Public Records and further described in Volume 268, Page 961 of the Real Property Records of Gillespie County, Texas; Said 118.363 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Surveying & Engineering LLC in February 2021:

BEGINNING at a 1/2 inch iron rod found in the south line of said Abstract No. 592, the north line of the H&OB RR. Co. Survey No. 377, Abstract No. 952 and the north line of that certain 898.2 acre tract described in Instrument No. 20175069 of said Official Public Records for the southwest corner of that certain 118.0 acre tract described in Volume 268, Page 965 of said Real Property Records and the southeast corner hereof;

THENCE North 89°51'45" West a distance of 843.12 feet along the south line of said Abstract No. 592, the north line of said Abstract No. 952 and the north line of said 898.2 acre tract to a 6 inch cedar fence corner post found for a corner of said 898.2 acre tract and the southwest corner hereof;

THENCE along the east line of said 898.2 acre tract, the following 7 courses:

1. North 05°27'52" East a distance of 716.85 feet to a 6 inch cedar fence corner post found;
2. North 04°16'16" East a distance of 1881.86 feet to a 2.5 inch cedar fence corner post found;
3. North 09°33'01" East a distance of 1876.48 feet to a T-Post fence corner post found;
4. North 49°23'48" East a distance of 303.88 feet to a 6 inch cedar fence corner post found;
5. North 53°06'07" East a distance of 291.13 feet to a 6 inch cedar fence corner post found;

6. North 55°28'50" East a distance of 189.37 feet to a 8 inch cedar fence corner post found;
7. North 00°17'07" West a distance of 1134.27 feet to a 6 inch cedar fence corner post found in the south line of Old Comfort Road for the northeast corner of said 898.2 acre tract and the northwest corner hereof;

THENCE North 82°11'22" East a distance of 606.60 feet along the south line of said Old Comfort Road to a 1/2 inch iron rod set for the northwest corner of said 118.0 acre tract described in Volume 268, Page 965 and the northeast corner hereof;

THENCE South 08°15'45" West a distance of 6203.68 feet along the west line of said 118.0 acre tract described in Volume 268, Page 965 to the POINT OF BEGINNING containing 118.363 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: February 26, 2021, Rev. March 3, 2021
Job# 21-4776



EXHIBIT "B"

Centerline of a proposed variable width easement

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of the centerline of a proposed variable width easement prepared at the request of Southview Ridge, LLC. Said proposed easement is situated in Gillespie County, Texas, and passes through parts of the Charles McKenley Survey No. 41, Abstract No. 458, the Agapo Ruiz Survey No. 88, Abstract No. 592, and through part of that 118.363 acre tract of land described in a Warranty Deed to Southview Ridge, LLC, by Cherrill Yvonne Bierschwale, et al, dated March 4, 2021, found of record in Instrument No. 20211566 of the Official Public Records of Gillespie County, Texas.

Said centerline of this proposed variable width easement is described by metes and bounds as follows, to wit:

BEGINNING at a 60d nail set in the called South line of the Old Comfort (county) Road, being the North line of said 118.363 acre tract, and being in the North line of this proposed variable width easement, for the POINT OF BEGINNING, from which a ½ inch rebar set (all ½ inch rebars set are capped: BONN 4447) for the N.W. corner of said 118.363 acre tract and for the N.W. corner of this proposed variable width easement bears S. 82 deg. 15 min. 40 sec. W. 30.25 feet and from said Point of Beginning a point at a pipe fence corner post for the N.E. corner of this proposed variable width easement bears N. 82 deg. 15 min. 40 sec. E. 42.80 feet;

THENCE with the centerline of this proposed variable width easement, S. 0 deg. 18 min. 40 sec. E., a westerly line of said 118.63 acre tract and the westerly line of this proposed variable width easement being parallel to and 30.0 feet westerly of this centerline and the easterly line of this proposed variable width easement being generally along a fence and projection thereof and converging to a 60d nail set 30 feet easterly of this centerline, 63.52 feet to a point near the southern edge of a cattleguard, from which said 60d nail set bears N. 89 deg. 41 min. 20 sec. E. 30.0 feet;

THENCE with the centerline of this proposed variable width easement, S. 0 deg. 18 min. 40 sec. E. (GPS Bearing Basis), a westerly line of said 118.63 acre tract and the westerly line of this proposed variable width easement being parallel to and 30.0 feet westerly of this centerline and the easterly line of this proposed variable width easement being parallel to and 30.0 feet easterly of this centerline, 1077.90 feet to a 60d nail set;

THENCE with the centerline of this proposed variable width easement, the westerly line of this proposed variable width easement being 30.0 feet westerly of this centerline and the easterly line of this proposed variable width easement being 30.0 feet easterly of this centerline, as follows:

S. 9 deg. 12 min. 25 sec. W. 158.12 feet to a 60d nail set;
S. 0 deg. 39 min. 25 sec. W., crossing a creek, 299.91 feet to a 60d nail set;
S. 16 deg. 28 min. 45 sec. W. 661.45 feet to a 60d nail set;
S. 5 deg. 35 min. 05 sec. W. 636.33 feet to a 60d nail set;
S. 19 deg. 22 min. 00 sec. W. 737.65 feet to a 60d nail set;
S. 9 deg. 29 min. W., at 197.43 feet passing a 60d nail set for the N.N.W. corner of a 40.81 acre tract of land this day described for Southview Ridge, LLC, and continuing with a West line of said 40.81 acre tract, 994.93 feet in all to a 60d nail set, for a reentrant corner of said 40.81 acre tract and for the center point of a 60 foot radius cul-de-sac, said 60 foot radius cul-de-sac being part of this proposed variable width easement, from which a ½ inch rebar set in a West line of said 118.63 acre tract for the W.N.W. corner of said 40.81 acre tract bears N. 80 deg. 00 min. W. 355.6 feet, for the end of this description of the centerline of this proposed variable width easement.

Continued on page 2 of 2

Centerline of a proposed
variable width easement

Field measurements completed March 18, 2021



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884
Firm Reg. No. 10055800

EXHIBIT "C"

12.94 acre Tract 3

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a 12.94 acre tract of land, being known as Tract 3, Southview Ridge, an unrecorded subdivision, prepared at the request of Southview Ridge, LLC. Said land is situated in Gillespie County, Texas, being part of the Agapo Ruiz Survey No. 88, Abstract No. 592, and being part of that 118.363 acre tract of land described in a Warranty Deed to Southview Ridge, LLC, by Cherrill Yvonne Bierschwale, et al, dated March 4, 2021, found of record in Instrument No. 20211566 of the Official Public Records of Gillespie County, Texas.

Said 12.94 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a cedar fence corner post found set, for a S.E. corner of that 898.2 of land described in a Deed to Crouch Ranch, LP, found of record in Instrument No. 20175069 of said Official Public Records, for a westerly reentrant corner of said 118.363 acre tract, for a westerly corner of a proposed variable width road easement, for the N.E. corner of this tract of land, from which a ½ inch rebar set (all ½ inch rebars set are capped: BONN 4447) in the called South line of the Old Comfort (county) Road for the N.W. corner of said 118.363 acre tract bears N. 0 deg. 18 min. 40 sec. W. 1135.0 feet;

THENCE over and across said 118.363 acre tract, S. 1 deg. 42 min. 15 sec. E., converging into said proposed variable width road easement, 158.49 feet to a 60d nail set in the centerline of said proposed variable width road easement, for an easterly corner of this tract of land;

THENCE over and across said 118.363 acre tract, with the centerline of said proposed variable width road easement, as follows:
S. 0 deg. 39 min. 25 sec. W., crossing a creek, 299.91 feet to a 60d nail set;
S. 16 deg. 28 min. 45 sec. W. 661.45 feet to a 60d nail set;
S. 5 deg. 35 min. 05 sec. W. 150.98 feet to a 60d nail set, for the S.E. corner of this tract of land;

THENCE over and across said 118.363 acre tract, N. 78 deg. 58 min. 05 sec. W. (GPS Bearing Basis), at 30.13 feet passing a ½ inch rebar set in a West line of said proposed variable width road easement, 540.36 feet in all to a ½ inch rebar set in an occupational East line of said 898.2 acre tract and in a West line of said 118.363 acre tract, for the S.W. corner of this tract of land;

THENCE with occupational East lines of said that 898.2 acre tract and West lines of said 118.363 acre tract, generally along a fence, as follows:
N. 9 deg. 33 min. 15 sec. E., crossing a creek, 668.92 feet to a steel t-post corner;
N. 49 deg. 22 min. 25 sec. E. 303.96 feet to a cedar corner post;
N. 52 deg. 58 min. 00 sec. E. 291.27 feet to a cedar corner post;
N. 55 deg. 53 min. 35 sec. E. 189.84 feet to the PLACE OF BEGINNING.

Field measurements completed March 18, 2021



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884
Firm Reg. No. 10055800

EXHIBIT "D"

10.14 acre Tract 4

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a 10.14 acre tract of land, being known as Tract 4, Southview Ridge, an unrecorded subdivision, prepared at the request of Southview Ridge, LLC. Said land is situated in Gillespie County, Texas, being part of the Agapo Ruiz Survey No. 88, Abstract No. 592, and being part of that 118.363 acre tract of land described in a Warranty Deed to Southview Ridge, LLC, by Cherrill Yvonne Bierschwale, et al, dated March 4, 2021, found of record in Instrument No. 20211566 of the Official Public Records of Gillespie County, Texas.

Said 10.14 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch rebar set (all ½ inch rebars set are capped: BONN 4447) in the West line of that 118.0 acre tract of land described in a Partition Deed to Jimmy Lee Hohenberger found of record in Volume 268, pages 965-968 of the Real Property Records of Gillespie County, Texas, and in the East line of said 118.363 acre tract, for the N.E. corner of this tract of land, from which a ½ inch rebar found set (capped: SEARCHERS 6275) in the called South line of the Old Comfort (county) Road, for the N.W. corner of said 118.0 acre tract and for the N.E. corner of said 118.363 acre tract bears N. 8 deg. 15 min. 47 sec. E. 2004.04 feet;

THENCE with the West line of said 118.0 acre tract and the East line of said 118.363 acre tract, S. 8 deg. 15 min. 47 sec. W. (GPS Bearing Basis) 1059.44 feet a ½ inch rebar set, for the S.E. corner of this tract of land;

THENCE over and across said 118.363 acre tract, N. 77 deg. 31 min. 25 sec. W., at 382.38 feet passing a ½ inch rebar set in the East line of a proposed variable width road easement, 412.60 feet in all to a 60d nail set for a centerline angle point of said road easement, for the S.W. corner of this tract of land;

THENCE over and across said 118.363 acre tract, with the centerline of said proposed variable width road easement, as follows:
N. 5 deg. 35 min. 05 sec. E., at 485.34 feet passing a 60d nail set, 636.32 feet in all to a 60d nail set;
N. 16 deg. 28 min. 45 sec. E. 409.30 feet to a 60d nail set, for the N.W. corner of this tract of land;

THENCE over and across said 118.363 acre tract, S. 80 deg. 00 min. E., at 30.19 feet passing a ½ inch rebar set in the East line of said proposed variable width easement, 382.89 feet in all to the PLACE OF BEGINNING.

Field measurements completed March 18, 2021



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884
Firm Reg. No. 10055800

EXHIBIT "E"

Proposed Drainage Easement
(across that 12.94 acre Tract 3)

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a proposed 0.24 acre drainage easement, being part of a 12.94 acre tract of land, being known as Tract 3, Southview Ridge, an unrecorded subdivision, prepared at the request of Southview Ridge, LLC. Said land is situated in Gillespie County, Texas, being part of the Agapo Ruiz Survey No. 88, Abstract No. 592, and being part of that 118.363 acre tract of land described in a Warranty Deed to Southview Ridge, LLC, by Cherrill Yvonne Bierschwale, et al, dated March 4, 2021, found of record in Instrument No. 20211566 of the Official Public Records of Gillespie County, Texas.

Said 0.24 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a point in a West line of that variable width roadway easement found of record in Instrument No. 20216307 of said Official Public Records, for the S.E. corner of this tract of land, from which a 60d nail set in the centerline of said variable width roadway easement for the S.E. corner of said 12.94 acre Tract 3 bears S. 16 deg. 28 min. 45 sec. W. 280.08 feet, S. 5 deg. 35 min. 05 sec. W. 150.98 feet, and S. 78 deg. 58 min. 05 sec. E. (GPS Bearing Basis) 30.13 feet;

THENCE with said West line of said variable width roadway easement, N. 16 deg. 28 min. 45 sec. E. 53.16 feet to a 60d nail set, for the N.E. corner of this tract of land,

THENCE over and across said 12.94 acre Tract 3, as follows:
S. 86 deg. 37 min. 25 sec. W. 73.02 feet to a 60d nail set;
S. 80 deg. 41 min. 45 sec. W. 147.03 feet to a 60d nail set, for the N.W. corner of this tract of land;
S. 9 deg. 18 min. 15 sec. E. 50.0 feet to a point, for the S.W. corner of this tract of land;
N. 80 deg. 41 min. 45 sec. E. 144.44 feet to a point;
N. 86 deg. 37 min. 25 sec. E. 52.38 feet to the PLACE OF BEGINNING.

Original field measurements completed March 18, 2021
Proposed easement measurements completed August 30, 2021



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884
Firm Reg. No. 10055800

EXHIBIT "F"

Proposed 0.23 acre Drainage Easement
(across that 10.14 acre Tract 4)

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a proposed 0.23 acre drainage easement, being part of a 10.14 acre tract of land, being known as Tract 4, Southview Ridge, an unrecorded subdivision, prepared at the request of Southview Ridge, LLC. Said land is situated in Gillespie County, Texas, being part of the Agapo Ruiz Survey No. 88, Abstract No. 592, and being part of that 118.363 acre tract of land described in a Warranty Deed to Southview Ridge, LLC, by Cherrill Yvonne Bierschwale, et al, dated March 4, 2021, found of record in Instrument No. 20211566 of the Official Public Records of Gillespie County, Texas.

Said 0.23 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 60d nail set in an East line of that variable width roadway easement found of record in Instrument No. 20216307 of said Official Public Records, for the N.W. corner of this tract of land, from which a 60d nail set in the centerline of said variable width roadway easement for the N.E. corner of said 10.14 acre Tract 4 bears N. 16 deg. 28 min. 45 sec. E. 59.36 feet and N. 80 deg. 00 min. W. (GPS Bearing Basis) 30.19 feet;

THENCE over and across said 10.14 acre Tract 3, as follows:

S. 80 deg. 26 min. 20 sec. E. 45.88 feet to a 60d nail set;
S. 72 deg. 02 min. 55 sec. E. 158.09 feet to a 60d nail set, for the N.E. corner of this tract of land;
S. 17 deg. 57 min. 05 sec. W. 50.0 feet to a point, for the S.E. corner of this tract of land;
N. 72 deg. 02 min. 55 sec. W. 154.42 feet to a point;
N. 80 deg. 26 min. 20 sec. W. 48.27 feet to a point in said West line of said variable width roadway easement, for the S.W. corner of this tract of land;

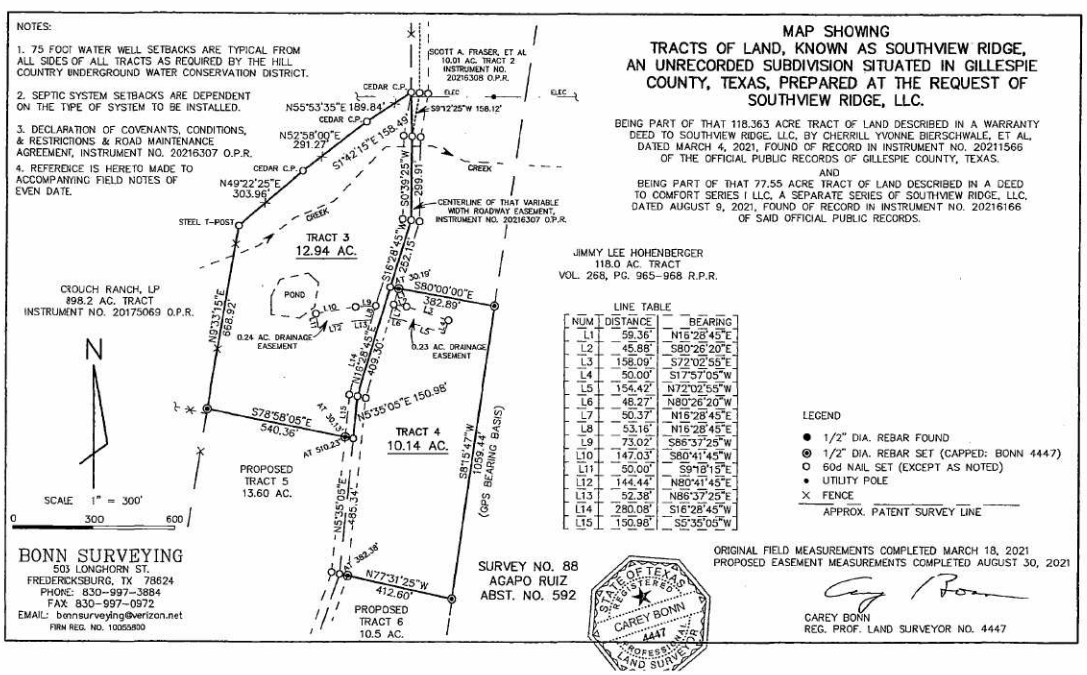
THENCE with said West line of said variable width roadway easement, N. 16 deg. 28 min. 45 sec. E. 50.37 feet to the PLACE OF BEGINNING.

Original field measurements completed March 18, 2021
Proposed easement measurements completed August 30, 2021



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884
Firm Reg. No. 10055800

EXHIBIT "G"


NOTES:
1. 75 FOOT WATER WELL SETBACKS ARE TYPICAL FROM ALL SIDES OF ALL TRACTS AS REQUIRED BY THE HILL COUNTRY UNDERGROUND WATER CONSERVATION DISTRICT.
2. SEPTIC SYSTEM SETBACKS ARE DEPENDENT ON THE TYPE OF SYSTEM TO BE INSTALLED.
3. DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS & ROAD MAINTENANCE AGREEMENT, INSTRUMENT NO. 20216307 O.P.R.
4. REFERENCE IS HERETO MADE TO ACCOMPANYING FIELD NOTES OF EVEN DATE.
MAP SHOWING
TRACTS OF LAND, KNOWN AS SOUTHVIEW RIDGE, AN UNRECORDED SUBDIVISION SITUATED IN GILLESPIE COUNTY, TEXAS, PREPARED AT THE REQUEST OF SOUTHVIEW RIDGE, LLC.
BEING PART OF THAT 118.363 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO SOUTHVIEW RIDGE, LLC, BY CHERRILL YVONNE BIERSCHWALE, ET AL, DATED MARCH 4, 2021, FOUND OF RECORD IN INSTRUMENT NO. 20211566 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.
AND
BEING PART OF THAT 77.55 ACRE TRACT OF LAND DESCRIBED IN A DEED TO COMFORT SERIES I LLC, A SEPARATE SERIES OF SOUTHVIEW RIDGE, LLC, DATED AUGUST 9, 2021, FOUND OF RECORD IN INSTRUMENT NO. 20216166 OF SAID OFFICIAL PUBLIC RECORDS.
SCOTT A. FRASER, ET AL 10.01 AC. TRACT 2 INSTRUMENT NO. 20216308 O.P.R.
CEDAR C.P.
ELEC
N55°53'35"E 189.84'
S89°12'25"W 158.12'
N52°58'00"E 291.27'
S1°42'15"E 158.49'
CREEK
N49°22'25"E 303.96'
S0°39'25"W 269.91'
CENTERLINE OF THAT VARIABLE WIDTH ROADWAY EASEMENT, INSTRUMENT NO. 20216307 O.P.R.
STEEL T-POST
TRACT 3
12.94 AC.
JIMMY LEE HOHENBERGER
118.0 AC. TRACT
VOL. 268, PG. 965-968 R.P.R.
S16°28'45"W 262.15'
30.19'
S80°00'00"E 382.89'
POND
CROUCH RANCH, LP
898.2 AC. TRACT
INSTRUMENT NO. 20175069 O.P.R.
N0°33'15"E 968.82'
0.24 AC. DRAINAGE EASEMENT
0.23 AC. DRAINAGE EASEMENT
N16°28'45"E 409.30'
N
S78°58'05"E 540.36'
AT 510.23'
N5°35'05"E 150.98'
TRACT 4
10.14 AC.
PROPOSED TRACT 5
13.60 AC.
S8°15'47"W 1059.44' (GPS BEARING BASIS)
SCALE 1" = 300'
0 300 600
N5°35'05"E 485.34'
AT 382.36'
N77°31'25"W 412.60'
PROPOSED TRACT 6
10.5 AC.
LINE TABLE
NUM | DISTANCE | BEARING
L1 | 59.36' | N16°28'45"E
L2 | 45.88' | S80°26'20"E
L3 | 158.09' | S72°02'55"E
L4 | 50.00' | S17°57'05"W
L5 | 154.42' | N72°02'55"W
L6 | 48.27' | N80°26'20"W
L7 | 50.37' | N16°28'45"E
L8 | 53.16' | N16°28'45"E
L9 | 73.02' | S86°37'25"W
L10 | 147.03' | S80°41'45"W
L11 | 50.00' | S9°18'15"E
L12 | 144.44' | N80°41'45"E
L13 | 52.38' | N86°37'25"E
L14 | 280.08' | S16°28'45"W
L15 | 150.98' | S5°35'05"W
LEGEND
● 1/2" DIA. REBAR FOUND
◉ 1/2" DIA. REBAR SET (CAPPED: BONN 4447)
○ 60d NAIL SET (EXCEPT AS NOTED)
• UTILITY POLE
× FENCE
APPROX. PATENT SURVEY LINE
BONN SURVEYING
503 LONGHORN ST.
FREDERICKSBURG, TX 78624
PHONE: 830-997-3884
FAX: 830-997-0972
EMAIL: bonnsurveying@verizon.net
FIRM REG. NO. 10055800
SURVEY NO. 88
AGAPO RUIZ
ABST. NO. 592
STATE OF TEXAS REGISTERED CAREY BONN 4447 PROFESSIONAL LAND SURVEYOR
ORIGINAL FIELD MEASUREMENTS COMPLETED MARCH 18, 2021
PROPOSED EASEMENT MEASUREMENTS COMPLETED AUGUST 30, 2021
CAREY BONN
REG. PROF. LAND SURVEYOR NO. 4447

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
September 21, 2021 12:05:16 PM
FEE: $142.00 ELIZA
AMEND

20217187