DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WESTVIEW RIDGE SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, WESTVIEW RIDGE LLC AND SPRING CREEK SERIES, a separate series of WESTVIEW RIDGE LLC, a Texas Series limited liability company, jointly being the owner of that certain unplatted subdivision known as WESTVIEW RIDGE SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, and being a 264.75 acre tract of land out of Survey No. 150, Joseph B. Young Abstract 750 and Survey No. 147, Joseph M. McCormack, Abstract No. 498, more particularly described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all pertinent purposes, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots 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 lots 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 (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to WESTVIEW RIDGE LLC and SPRING CREEK SERIES, a series of WESTVIEW RIDGE LLC, their successors and assigns, if such heirs, successors or assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

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

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

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

alterations thereto.

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

"Property" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as Westview Ridge Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Unit I" shall mean and refer to that certain 123.36 acre tract of land being a part of the Westview Ridge Subdivision and more particularly described by metes and bounds on **Exhibit "B"** attached hereto and made a part hereof for all pertinent purposes.

"Unit II" shall mean and refer to that certain 141.39 acre tract of land being a part of the Westview Ridge Subdivision and more particularly described by metes and bounds on **Exhibit "C"** attached hereto and made a part hereof for all pertinent purposes.

ARTICLE II.

UTILITY EASEMENTS

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and Declarant's successor and/or assigns, an easement for utility purposes ten (10) feet wide on each side of all Tract boundary lines, and twenty (20) feet in width along the west boundary line of Unit II, for the installation and maintenance of utilities, including but not limited to water, electric, telephone, sewer, gas, cable television, internet, fiber optic, and other utility lines, equipment and facilities, with the right of ingress and egress to and from and across each Tract and the Property to employees of utilities owning such utility lines, equipment or facilities, or supplying such 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.

ARTICLE III.

RESTRICTIVE COVENANTS

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

Section 1. Building Restrictions

(1) Not more than one single-family dwelling may be erected on any Tract. In addition, guest houses and B&B's, and related outbuildings, barns, stables, pens, fences and other similar improvements may be made or erected on a Tract.

(2) Single-family dwellings shall contain a minimum of 700 square feet of living area in Unit I and 1400 square feet of living area in Unit II. All other guest homes and B&B's shall contain a minimum of 700 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements.

(3) All single family dwellings, guest houses and B&B's shall be constructed of new material, provided, recycled construction material recovered from or a part of structures erected prior to 1900 shall be permitted. Single family dwellings, guest houses and B&B's that are custom built and constructed offsite may be transported and erected on a tract.

(4) The exterior of any building shall be completed not later than twelve (12) months after the commencement of construction.

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

(6) All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance.

(7) The following are prohibited activities on any Tract:

a. any dumping or maintaining of rubbish, landfills or waste incineration;

b. any outdoor storage of-

i. Building materials except temporarily during the construction or renovation of a structure;

ii. Inoperative vehicles or equipment; or

iii. Junk, trash, debris, scrap or worthless materials;

c. any quarrying for minerals, sand or aggregate;

d. any establishment of or maintaining of an animal feedlot;

e. installing or maintaining a mobile home, bus, manufactured home, manufactured housing, motor home or house trailer on a Tract . A recreational vehicle may be used as a residence for six months during the construction of a permanent residence;

f. the erection of residences, cabins or other living units of less than seven hundred (700) square feet of enclosed living area exclusive of porches, decks and garages;

g. any continuous shooting on any Tract, or hunting or harvesting native or exotic wildlife with firearms or other long range weapons or shooting on Tracts of less than twenty (20) acres except for self protection, and predator control, provided, however that shooting of Turkey or migratory birds with a shotgun is permitted;

h. any establishment or maintaining of a commercial or club firearms range;

i. the erection of any structure within one hundred (100') feet of the west boundary line of Unit II; structures shall include, but not be limited to, buildings, sheds, gazebos, decks, recreational facilities (eg tennis court) fountains, pools, green houses, outdoor cooking facilities or equipment, lighting and equipment such as antennas and satellite dishes; provided, however, that fences, roadways, well heads and reasonable well houses housing only the well equipment will be permitted; and

j. any use of a non-permitted waste system; in the event no regulatory entity permit is required such sanitary waste systems must meet current industry standards.

Section 2. Setback Requirements

(1) Except for entrance and other gates, fences, roadways, and electric, cable, telephone and other utility lines, no improvement shall be stored, placed or erected nearer than 50 feet from any public roadway or any side of a Tract which abuts another Tract within the Subdivision unless a written variance is granted from the Declarant.

Section 3. Use Restrictions

(1) Except as set forth below, all Tracts constituting the Property shall be used for single-family residential purposes only, and no Tract shall be used for any commercial purpose. Notwithstanding the above and as exceptions thereto, (i) a Tract may be used for raising livestock, poultry or other animals, except swine, (ii) a Tract may be used for raising agricultural crops for both retail and wholesale sales, including vineyards, fruit trees, pecan groves, permanent grass (hay meadows or grazing pastures), and livestock production, and (iii) a bed and breakfast may be operated on a Tract. For purposes of these restrictions, the term "bed and

breakfast" shall mean a lodging service within rooms of the principal dwelling or in a separate guest house. Not more than four (4) bed and breakfast units are permitted on a Tract in Unit I and not more than one (1) bed and breakfast unit is permitted on a Tract in Unit II. No industrial pursuit or enterprise shall be permitted to be conducted on any tract (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator).

(2) Swine shall not be kept on any Tract.

(3) All livestock, pets and poultry shall be kept under fence within the boundaries of a Tract. This restriction shall not apply to unsold Tracts owned by Declarant. Furthermore, Declarant (and/or their tenants or assignees) shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has enclosed the Owner's Tract by fence; and each Owner and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agree to indemnify and hold harmless Declarant (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to, any injuries to any persons or any damages to any properties that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection with, the exercise by Declarant (or their tenants or assignees) of the right to graze livestock on an Owner's Tract, and/or the presence of livestock on an Owner's Tract. The right of Declarant to graze cattle or livestock on a Tract is subordinate to the rights of a Lender under a purchase money lien, construction lien, home equity lien or other secured mortgage upon the Tract.

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

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

(6) All Tracts within the Subdivision shall contain a minimum of ten (10) acres.

(7) The natural flow and drainage of rainwater over the property shall not be altered to create additional burdens upon the stormwater drainage systems along U.S. Highway 290. Declarant encourages the use of rainfall catchment and harvesting system technology for potable and nonpotable indoor use and landscape watering be incorporated into the design and construction of any improvement upon a Tract.

ARTICLE IV.

TERM

The covenants and restrictions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2050, 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 sixty-seven percent (67%) 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 V.

ENFORCEMENT

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

ARTICLE VI.

PARTIAL INVALIDITY

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

ARTICLE VII.

AMENDMENT

(a) Except as otherwise provided herein, as long as Declarant owns any interest in the Property, the Declarant and the Owners (but expressly excluding their respective mortgagee's, if any) of at least fifty percent (50%) of the Tracts may amend this Declaration, by executing and

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

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

ARTICLE VIII.

WAIVER AND LACHES

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

EXECUTED by said Declarant, this 14th day of AUGUST, 2020.

WESTVIEW RIDGE LLC

By: _____
C. TOM CLOWE, JR., Manager

SPRING CREEK SERIES, a series of WESTVIEW RIDGE LLC, a Texas Series limited liability company

By: _____
C. TOM CLOWE, JR., Manager

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 14th day of AUGUST, 2020, by C. TOM CLOWE, JR., Manager of WESTVIEW RIDGE LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
Comm. Expires 01-02-2021
Notary ID 731802-0

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 14th day of AUGUST, 2020, by C. TOM CLOWE, JR., Manager of SPRING CREEK SERIES, a separate series of WESTVIEW RIDGE LLC, a Texas series limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
Comm. Expires 01-02-2021
Notary ID 731802-0

WESTVIEW RIDGE LLC

By: _____
RONALD J. ENDRES, Manager

SPRING CREEK SERIES, a series of WESTVIEW RIDGE LLC, a Texas Series limited liability company

By: _____
RONALD J. ENDRES, Manager

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 11th day of AUGUST, 2020, by RONALD J. ENDRES, Manager of WESTVIEW RIDGE LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
Comm. Expires 01-02-2021
Notary ID 7318020

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 11th day of AUGUST, 2020, by RONALD J. ENDRES, Manager of SPRING CREEK SERIES, a series of WESTVIEW RIDGE LLC, a Texas series limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
Comm. Expires 01-02-2021
Notary ID 7318020

EXHIBIT "A"

264.75 acre tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a 264.75 acre tract of land prepared at the request of Justin Alberthal, et al. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys:

256 acres of land, more or less, part of the Joseph B. Young Survey No. 150, Abstract No. 750;
2.4 acres of land, more or less, part of the Joseph M. McCormack Survey No. 147, Abstract No. 498;
6.35 acres of land, more or less, part of the Marcus Trumble Survey No. 156, Abstract No. 684;

and being part of that 523.3 acre tract of land described in a Partition Deed to Davy Jean Alberthal, dated June 9, 1993, found of record in Volume 248, pages 976-981 of the Real Property Records of Gillespie County, Texas.

Said 264.75 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch rebar found set at a pipe fence corner post in the North Right-of-Way line of U.S. Highway No. 290 as described in a Right of Way Deed found of record in Volume 43, page 117 of the Deed Records of Gillespie County, Texas, and being in the South line of said 523.3 acre tract, for the S.W. corner of that 0.037 acre tract of land (being part of said 523.3 acre tract) described in a Deed to the County of Gillespie by Davy Jean Alberthal, dated March 23, 1994, found of record in Volume 264, pages 646-648 of said Real Property Records, for the S.E. corner of this tract of land;

THENCE with the North Right-of-Way line of U.S. Highway No. 290 as described in said Right of Way Deed and that Right of Way Deed found of record in Volume 43, page 116 of said Deed Records, being the South line of said 523.3 acre tract, S. 82 deg. 46 min. 47 sec. W. (GPS Bearing Basis) 6535.23 feet to a ½ inch rebar set (capped: BONN 4447) near a fence corner, for the S.W. corner of this tract of land;

THENCE over and across said 523.3 acre tract, along the general course of a fence, as follows:

N. 16 deg. 35 min. 40 sec. W. 574.81 feet to a pipe corner post;
N. 5 deg. 27 min. 40 sec. E. 966.27 feet to a to a pipe corner post;
N. 16 deg. 24 min. 30 sec. W. 349.71 feet to a pipe corner post;
N. 28 deg. 17 min. 05 sec. W. 667.22 feet to a to a pipe corner post;
N. 2 deg. 04 min. 10 sec. E. 653.32 feet to a pipe gate post;
S. 89 deg. 39 min. 40 sec. E. 891.68 feet to a to a pipe corner post;
N. 0 deg. 19 min. 20 sec. E. 754.13 feet to a ½ inch rebar found set at a cedar corner post in the as fenced southwesterly line of the Old Harper (county) Road, for a northerly corner of said 523.3 acre tract, for the N.N.W. corner of this tract of land:

THENCE with the as fenced southwesterly line of said Old Harper (county) Road, being the northeasterly line of said 523.3 acre tract, along the general course of a fence, as follows:

S. 54 deg. 56 min. 25 sec. E. 1252.21 feet to a ½ inch rebar found set at a cedar corner post;
S. 65 deg. 45 min. 05 sec. E. 1025.27 feet to a cedar corner post;
S. 74 deg. 26 min. 20 sec. E. 197.58 feet to a cedar corner post;
S. 56 deg. 13 min. 50 sec. E. 804.71 feet to a ½ inch rebar found set at a cedar corner post;
S. 40 deg. 25 min. 45 sec. E. 936.7 feet to a ½ inch rebar set at a cedar corner post;
S. 63 deg. 32 min. E. 1031.63 feet to a cedar corner post;
S. 71 deg. 30 min. 30 sec. E. 453.79 feet to a cedar corner post;

Continued on page 2 of 2

S. 67 deg. 51 min. 20 sec. E. 144.08 feet to a pipe corner post;
N. 89 deg. 12 min. 30 sec. E. 1136.50 feet to a ½ inch rebar found set at a pipe corner post, for the N.W. corner of said 0.037 acre tract, for the N.E. corner of this tract of land;

THENCE with the West line of said 0.037 acre tract, S. 2 deg. 12 min. 05 sec. E., along the general course of a fence, 20.15 feet to the PLACE OF BEGINNING.

EXHIBIT "B"

123.36 acre tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a 123.36 acre tract of land prepared at the request of Westview Ridge, LLC. Said land is situated in Gillespie County, Texas, comprising parts of the following surveys:

114.61 acres of land, more or less, part of the Joseph B. Young Survey No. 150, Abstract No. 750;
2.4 acres of land, more or less, part of the Joseph M. McCormack Survey No. 147, Abstract No. 498;
6.35 acres of land, more or less, part of the Marcus Trumble Survey No. 156, Abstract No. 684;
and being the easterly part of that 264.75 acre tract of land described in a Warranty Deed to Westview Ridge, LLC, by Justin Dale Alberthal, et al, dated February 28, 2020, found of record in Instrument No. 20201215 of the Official Public Records of Gillespie County, Texas.

Said 123.36 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch rebar found set at a pipe fence corner post in the North Right-of-Way line of U.S. Highway No. 290 as described in a Right of Way Deed found of record in Volume 43, page 117 of the Deed Records of Gillespie County, Texas, for the S.W. corner of that 0.037 acre tract of land described in a Deed to the County of Gillespie by Davy Jean Alberthal, et vir, dated March 23, 1994, found of record in Volume 264, pages 646-648 of the Real Property Records of Gillespie County, Texas, for the S.E. corner of said 264.75 acre Westview Ridge tract, for the S.E. corner of this tract of land;

THENCE with the North Right-of-Way line of U.S. Highway No. 290 as described in said Right of Way Deed and that Right of Way Deed found of record in Volume 43, page 116 of said Deed Records, being the South line of said 264.75 acre tract, S. 82 deg. 46 min. 47 sec. W. (GPS Bearing Basis) 4932.32 feet to a ½ inch rebar set (capped: BONN 4447), for the S.W. corner of this tract of land;

THENCE over and across said 264.75 acre tract, as follows:
N. 0 deg. 58 min. 30 sec. E. 1364.77 feet to a ½ inch rebar set (capped: BONN 4447);
N. 14 deg. 36 min. 50 sec. E. 1370.48 feet to a ½ inch rebar set (capped: BONN 4447) in the as fenced southwesterly line of the Old Harper (county) Road, being a northeasterly line of said 264.75 acre tract, for the N.W. corner of this tract of land;

THENCE with the as fenced southwesterly line of said Old Harper (county) Road, being the northeasterly line of said 264.75 acre tract, along the general course of a fence, as follows:
S. 65 deg. 45 min. 05 sec. E. 474.89 feet to a cedar corner post;
S. 74 deg. 26 min. 20 sec. E. 197.58 feet to a cedar corner post;
S. 56 deg. 13 min. 50 sec. E. 804.71 feet to a ½ inch rebar found set at a cedar corner post;
S. 40 deg. 25 min. 45 sec. E. 936.7 feet to a ½ inch rebar set at a cedar corner post;
S. 63 deg. 32 min. E. 1031.63 feet to a cedar corner post;
S. 71 deg. 30 min. 30 sec. E. 453.79 feet to a cedar corner post;
S. 67 deg. 51 min. 20 sec. E. 144.08 feet to a pipe corner post;
N. 89 deg. 12 min. 30 sec. E. 1136.50 feet to a ½ inch rebar found set at a pipe corner post, for the N.W. corner of said 0.037 acre tract, for the N.E. corner of this tract of land;

THENCE with the West line of said 0.037 acre tract and East line of said 264.75 acre tract, S. 2 deg. 12 min. 05 sec. E., along the general course of a fence, 20.15 feet to the PLACE OF BEGINNING.

EXHIBIT "C"

141.39 acre tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a 141.39 acre tract of land prepared at the request of Westview Ridge, LLC. Said land is situated in Gillespie County, Texas, being part of the Joseph B. Young Survey No. 150, Abstract No. 750, and being the westerly part of that 264.75 acre tract of land described in a Warranty Deed to Westview Ridge, LLC, by Justin Dale Alberthal, et al, dated February 28, 2020, found of record in Instrument No. 20201215 of the Official Public Records of Gillespie County, Texas.

Said 141.39 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch rebar set (capped: BONN 4447) in the North Right-of-Way line of U.S. Highway No. 290 as described in a Right of Way Deed found of record in Volume 43, page 116 of the Deed Records of Gillespie County, Texas, for the S.W. corner of said 264.75 acre Westview Ridge tract, for the S.W. corner of this tract of land;

THENCE with the westerly lines of said 264.75 acre tract, along the general course of a fence, as follows:

N. 16 deg. 35 min. 40 sec. W. 574.81 feet to a pipe corner post;
N. 5 deg. 27 min. 40 sec. E. 966.27 feet to a pipe corner post;
N. 16 deg. 24 min. 30 sec. W. 349.71 feet to a pipe corner post;
N. 28 deg. 17 min. 05 sec. W. 667.22 feet to a pipe corner post;
N. 2 deg. 04 min. 10 sec. E. 653.32 feet to a pipe gate post;
S. 89 deg. 39 min. 40 sec. E. 891.68 feet to a pipe corner post;
N. 0 deg. 19 min. 20 sec. E. 754.13 feet to a ½ inch rebar found set at a cedar corner post in the as fenced southwesterly line of the Old Harper (county) Road, for the N.N.W. corner of said 264.75 acre tract, for the N.N.W. corner of this tract of land;

THENCE with the as fenced southwesterly line of said Old Harper (county) Road, being the northeasterly line of said 264.75 acre tract, along the general course of a fence, as follows:

S. 54 deg. 56 min. 25 sec. E. 1252.21 feet to a ½ inch rebar found set at a cedar corner post;
S. 65 deg. 45 min. 05 sec. E. 550.38 feet to a ½ inch rebar set (capped: BONN 4447), for the N.E. corner of this tract of land;

THENCE over and across said 264.75 acre tract, as follows:

S. 14 deg. 36 min. 50 sec. W. 1370.48 feet to a ½ inch rebar set (capped: BONN 4447);
S. 0 deg. 58 min. 30 sec. W. 1364.77 feet to a ½ inch rebar set (capped: BONN 4447) in the North Right-of-Way line of U.S. Highway No. 290, for the S.E. corner of this tract of land;

THENCE with the North Right-of-Way line of U.S. Highway No. 290, as described in Volume 43, page 116 of said Deed Records, being the South line of said 264.75 acre tract, S. 82 deg. 46 min. 47 sec. W. (GPS Bearing Basis) 1602.91 feet to the PLACE OF BEGINNING.

Original field measurements completed February 17, 2020
Revised May 6, 2020

STATE OF TEXAS REGISTERED CAREY BONN 4447 PROFESSIONAL LAND SURVEYOR

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