

GROBE-LICH PROPERTIES, LTD.

TO

THE PUBLIC

FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
GROBE-LICH RANCH SUBDIVISION

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE

§

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Grobe-Lich Ranch Subdivision (herein "Declaration"), is recorded at Volume 537, Pages 248-261 of the Official Public Records, Gillespie County, Texas; and

WHEREAS, GROBE-LICH PROPERTIES, LTD. is the Declarant in such Declaration; and

WHEREAS, pursuant to ARTICLE VIII AMENDMENT, paragraph B., of the Declarations, Declarant has reserved to itself, in Declarant's sole discretion without any joinder or consent of any other party, the right to amend the Declaration for the purpose of correcting any error, ambiguity, or inconsistency appearing herein or any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in the exercise of its good faith judgment. Declarant determines that the Amendments contained herein, are necessary to correct errors, ambiguities, or inconsistencies or for the benefit of the overall development of the subdivision; and

WHEREAS, pursuant to ARTICLE VIII AMENDMENT, paragraph A., the Declarant and the owners of at least seventy-five percent (75%) 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.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of

Grobe Lich Ranch Subdivision are amended as follows:

AMENDMENT NO. 1

ARTICLE I. DEFINITION. "Tract" is amended and hereafter such definition of Tract shall be as follows:

"Tract" shall mean and refer to any plot of land which is out of the Subdivision and which division of the property is in compliance with the Subdivision Regulations of Gillespie County, Texas adopted on August 25, 2003 and any amendments thereto. Subdivisions of a tract which resultant parcels are in compliance with the Subdivision Regulations of Gillespie County, Texas, shall be permitted.

AMENDMENT NO. 2

ARTICLE II. RESTRICTIVE COVENANTS, Section 2, Setback Requirements shall be deleted in its entirety and in substitution therefore and replacement of such deleted Section 2, Setback Requirements, the following shall become and is enforceable as Section 2, Setback Requirements:

(1) Except for entrance and other gates, fences, roadways, and electric, telephone and other utility lines, nothing shall be stored, placed or erected on any Tract nearer than 100 feet from the boundary of a Tract which abuts the boundary of another tract in the subdivision or which boundary of a Tract abuts a publicly maintained roadway, provided the setback lines shall be 50 feet from any boundary line of that portion of the tract which is less than 200 feet in width.

AMENDMENT NO. 3

ARTICLE III. RESTRICTIVE COVENANTS, Section 3, Use Restrictions, paragraph (3), shall be amended by the deletion in its entirety of the first sentence of such paragraph (3), and in replacement of and in substitution of such sentence, the following shall become the first sentence of paragraph (3) and shall be enforceable as such:

(3) All pets shall be provided shelter and all livestock, pets and poultry shall be kept under fence within the boundaries of a tract.

AMENDMENT NO. 4

ARTICLE III. RESTRICTIVE COVENANTS, Section 3, Use Restrictions, paragraph (5), shall be amended to delete the third sentence therein [One (1) male animal (for example, one bull or one ram) shall be permitted on a Tract] and in substitution for and as a part of such paragraph 5, the following shall be enforceable as the third sentence of paragraph (5):

Male animals shall be permitted on a tract.

The amendments herein shall be effective from and after the date that they are duly filed in the Official Public Records of Gillespie County, Texas.

The amendments herein and restrictions created thereby shall be burdens running with the land and be enforceable by and against the undersigned, their heirs, successors and assigns, and all other owners of property in the Grobe-Lich Ranch Subdivision.

In all other respects, the provisions of the Declaration of Covenants, Conditions and Restrictions of Grobe-Lich Ranch Subdivision as amended shall continue in full force and effect as written without change.

EXECUTED this the 17 day of March, 2004.

GROBE-LICH PROPERTIES, LTD.

By: GROBE-LICH INVESTMENTS, LLC,
Its General Partner

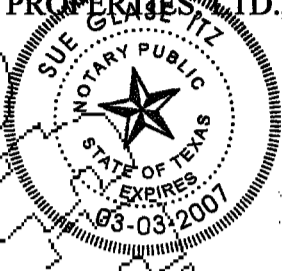
By: [Signature]
DALE ORENWELGE, Member

By: [Signature]
KASH MORROW, Member

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 17 day of March, 2004, by DALE CREWELGE, Member of GROBE-LICH INVESTMENTS, LLC, General Partner of GROBE-LICH PROPERTIES, LTD., a Texas Limited Partnership, on behalf of said Partnership.

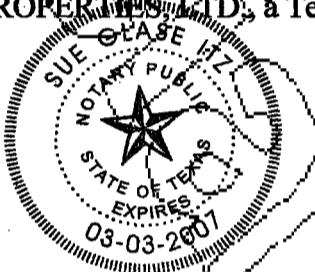


Sue Glase
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 17 day of March, 2004, by KASH MORROW, Member of GROBE-LICH INVESTMENTS, LLC, General Partner of GROBE-LICH PROPERTIES, LTD., a Texas Limited Partnership, on behalf of said Partnership.



Sue Glase
Notary Public, State of Texas

DUPLICATE DOCUMENT

FILED

AT 3:55 O'CLOCK P M
ON THE 17th DAY OF March
A.D., 2004

STATE OF TEXAS
COUNTY OF GILLESPIE
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was
duly RECORDED in the Volume and Page of the
Official Public Records of Gillespie County, Texas.

VOL 544 PAGES 122-126

RECORDED 3-18-2004

MARY LYNN RUSCHE
COUNTY CLERK
GILLESPIE COUNTY, TEXAS



MARY LYNN RUSCHE
County Clerk
Gillespie County, Texas

BY: Heather Berger
DEPUTY

BY: Betty Crenwelge
Betty Crenwelge DEPUTY

FILED DOCUMENT