



20221630

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ROAD
MAINTENANCE AGREEMENT OF THE MEADOWS SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, FREDERICKSBURG CAPITAL LLC, a Texas Limited Liability Company, LUKE H. JOHNSON and VANESSA JOHNSON ("Declarant"), being the owners of that certain unplatted subdivision known as THE MEADOWS SUBDIVISION (hereinafter referred to as the "Subdivision"), and being described as 103.09 acres of land, more or less, situated in Gillespie County, Texas, and being more particularly described by metes and bounds on **Exhibit "A" and Exhibit "B"** 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 FREDERICKSBURG CAPITAL LLC, a Texas Limited Liability Company, LUKE H. JOHNSON and VANESSA JOHNSON, their heirs, 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.

"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 FREDERICKSBURG CAPITAL LLC or such other Owner who, pursuant to the terms and provisions of Article III 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 103.09 acres of land, more or less, situated in Gillespie County, Texas, and being more particularly described by metes and bounds in **Exhibit "A" and Exhibit "B"** 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 65 feet, the centerline of which is more particularly described in **Exhibit "C"** 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 12 feet and a 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, provided, an Owner shall promptly without reasonable delay repair and restore the roadway when damaged by the action of Owner, Owner's invitees and agents, to the condition and quality of the roadway prior to the damaging event. If the damage does not present a threat of injury to the health or safety of other Owners or damage or injury to their property, the restoration and repair may be delayed until the completion of construction on the Owner's Tract, but in no event no more than two (2) years after (1) the commencement of construction or (2) the date of the occurrence of the damaging event, whichever shall first occur.

Section 3. Roadway. Attached hereto as **Exhibit "C"** and incorporated herein is a centerline description of a variable width easement being 60 feet in width terminating in a 65 foot radius cul-de-sac and being the Roadway Easement.

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 MEADOWS 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 together an entry gate and cattleguard, entry appurtenances, 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 entry features, 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, 2024, the Owner of each Tract shall pay to the Managing Owner \$500.00 per year (the annual maintenance assessment) without deductions, set off or prior demand, as its contribution to costs and expenses for the maintenance expenses.

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, entry gate cattleguard, entry appurtenances, 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, owning more than 50% of the acreage in the Subdivision 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 Roadway. 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.

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

CJB/emh/REAL ESTATE/restrictions

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) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) Unightly 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 foregoing, 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.

(7) 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.

(8) 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 four (4) dogs and four (4) 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.

(9) 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, but excludes swine.

(10) Prohibited Structures and Improvements. 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.

(11) 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 Roadway. 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.

(12) 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.

(13) 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 is permitted.

(14) 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. Single Family Dwellings and Guest Homes may be used for short term rentals.

(15) Fences. The Owner of a Tract may fence the perimeter, excluding the portion of the Tract encumbered by the Roadway Easement, 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.

Fences constructed prior to the date of this Declaration are exempted from construction standards of this paragraph.

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.

(16) Utility lines. All utility lines servicing any improvement shall be buried underground in conduit.

(17) Private Driveways. All private driveways providing access to the subdivision roadway, shall be constructed of chip seal paving comparable to that of the subdivision roadway.

(18) Property Maintenance. Emerging mesquite trees or brush shall be promptly removed and eradicated. Owners shall maintain an active program of ant eradication with regular treatment of ant colonies.

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.

(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 unless otherwise exempted herein 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) Single Family Dwelling Size. All Single Family Dwellings shall contain not less than 2,800 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 Single Family Dwelling to be occupied as a mother-in-law home or guest house, containing a minimum of 600 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garages (permitted guest house) may be constructed on a Tract of less than 15 acres. On Tracts of land of greater than 15 acres, a maximum of 2 permitted guest houses may be constructed.

(5) 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 seventy-five (75') of a Roadway or seventy-five feet (75') 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. The rear boundary of a tract shall not be subject to this setback restriction.

(6) 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, provided barns may be constructed of wood or galvanized metal.

(7) Foundation Construction and Exposure.

a) All Stone, Masonry Finishes. The foundation of any Single Family Dwelling shall be of engineered concrete with a stone, brick, masonry, masonry veneer or stucco exterior finish. Pier and beam construction for Single Family Dwellings is prohibited. 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.

b) Barns may be erected upon a pier and beam foundation.

(8) 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.

(9) 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.

(10) 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.

(11) Unfinished Structures. No Single Family Dwelling or Improvement shall remain unfinished for more than twenty-four (24) months after the commencement of construction of the structure.

(12) 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 (15) and Section 2. Building

Materials (3), and Setback Lines (5), 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.

(13) 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

Subdivision of a Tract is prohibited. 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. 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 5. Development Objectives.

Owners shall submit to Declarant plans and specifications for Improvements to be erected prior to construction, including a plat locating the improvement on the Tract. Declarant shall respond within thirty (30) days whether the proposed plans are approved or rejected. Failure of Declarant to respond within thirty (30) days shall constitute approval.

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, 2053, 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 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 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.EASEMENT RELEASE

The access easement granted and conveyed herein pursuant to Article III is in replacement for, and in substitution of, that access easement granted in Instrument No. 20226476 of the Official Public Records of Gillespie County, Texas, wherein Luke H. Johnson is Grantee and the Patteson Family Trust is Grantor. The easement conveyed therein over, across and upon Tract Number IV. is released, relinquished and discharged by Grantor Declarant and shall no longer be of any force and effect.

ARTICLE XII.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 XIII.ASSIGNMENT BY DECLARANT

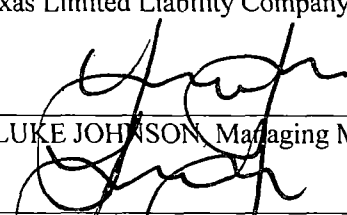
Notwithstanding any provision in this Declaration to the contrary, Declarant may in writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or 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 XIV.HEADINGS

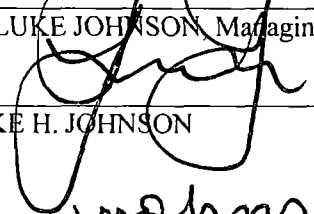
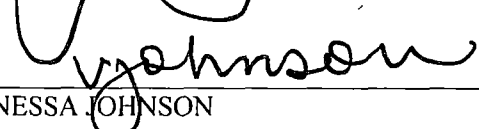
The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Declaration.

Signature and Acknowledgment Page Follows.

CJB/emh/REAL ESTATE/restrictions

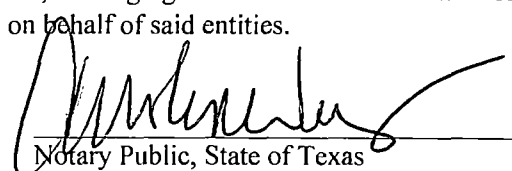
EXECUTED by said Declarant, this 28 day of November, 2022.FREDERICKSBURG CAPITAL LLC, a
a Texas Limited Liability CompanyBy: 

LUKE JOHNSON, Managing Member


LUKE H. JOHNSON
VANESSA JOHNSON

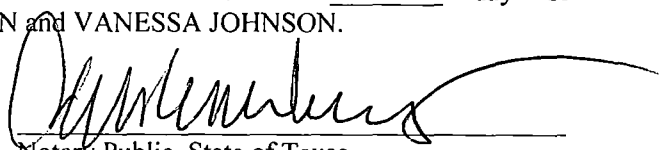
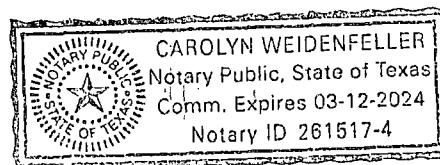
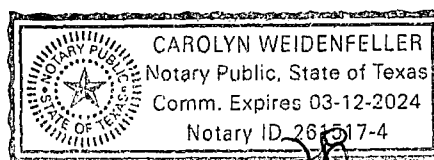
THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 28 day of Nov, 2022, by LUKE JOHNSON, Managing Member of FREDERICKSBURG CAPITAL LLC, a Texas limited liability company, on behalf of said entities.
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 28 day of Nov, 2022, by LUKE H. JOHNSON and VANESSA JOHNSON.
Notary Public, State of Texas

CJB/emh/REAL ESTATE/restrictions

CONSENT BY LENDER

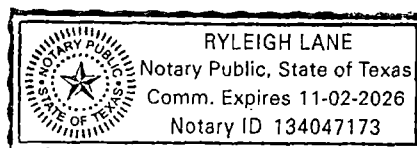
The undersigned Southwest Guaranty Mortgage Corporation, the owner and holder of that Note in the original principal amount of \$1,670,000.00, dated September 13, 2022, that is secured by a deed of trust of the same date recorded under Instrument Number 20226477 of the Official Public Records of Gillespie County, Texas and a Collateral Assignment of Rent and Security Agreement filed under Instrument Number 20226478 of the Official Public Records of Gillespie County, Texas, consents to the filing of the Declaration of Covenants, Conditions and Restrictions and Road Maintenance Agreement ("Declaration") of The Meadows Subdivision and subordinates its lien securing the payment of the Note to the Declaration.

Signed this 28th day of November, 2022.

**SOUTHWEST GUARANTY MORTGAGE
CORPORATION**

By: Russell T. Gaines
Printed Russell T. Gaines
Name: _____
Title: President

THE STATE OF TEXAS §
COUNTY OF Harris §



This instrument was acknowledged before me on this the 28th day of November, 2022, by Russell Gaines, President of SOUTHWEST GUARANTY MORTGAGE CORPORATION, on behalf of said entity.

Ryleigh Lane
Notary Public, State of Texas

CJB/emh/REAL ESTATE/restrictions

CONSENT BY COLLATERAL ASSIGNEE

The undersigned Bank of Houston f/k/a Bank of Houston, N.A., the assignee under that Collateral Transfer of Note and Liens dated October 11, 2022, executed by Southwest Guaranty Mortgage Corporation, a Texas corporation, to Bank of Houston f/k/a Bank of Houston N.A., found of record under Clerk's File No. 20227075, Official Public Records, Gillespie County, Texas, consents to the filing of the Declaration of Covenants, Conditions and Restrictions and Road Maintenance Agreement ("Declaration") of The Meadows Subdivision and subordinates its lien securing the payment of the Note to the Declaration.

Signed this 23rd day of November, 2022.

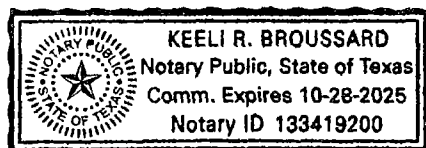
BANK OF HOUSTON f/k/a BANK OF
HOUSTON, N. A.

By: Brandi Morris
Printed
Name: Brandi Morris
Title: Senior Vice President

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 23rd day of November, 2022, by Brandi Morris, Senior Vice President of BANK OF HOUSTON f/k/a BANK OF HOUSTON, N. A., on behalf of said entity.



Keeli Broussard
Notary Public, State of Texas

Exhibit "A"

82.89 acres
August 29, 2022STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a survey of 82.89 acres of land made at the request of Luke Johnson. Said land is situated in Gillespie County, Texas, being 49.11 acres of land, a part of the James McKay Survey No. 199, Abstract No. 496, and being 33.78 acres of land, a part of the Campbell Cooper Survey No. 198, Abstract No. 107, being that 48.76 acre tract of land and that 53.719 acre tract of land described in a Gift Deed to Eugene Patteson, Jr., by Eugene A. Patteson, dated October 16, 2014, found of record in Instrument No. 20144349 of the Official Public Records of Gillespie County, Texas and being that 0.706 acre tract of land described in a Warranty Deed to Eugene Allen Patteson, by Roger E. Winter, dated October 8, 2015, found record in Instrument No. 20154402 of the Official Public Records of Gillespie County, Texas.

Said 82.89 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2-inch rebar found at a fence corner post north of a gated entrance in the West line of Middle Creek (county) Road, for the S.E. corner of that 10.386 acre tract of land described in a conveyance to Vineyard Farmhouse, LLC., found of record in Instrument No. 20220788 of said Official Public Records, for the N.E. corner of said 0.706 acre tract, for the most Easterly N.E. corner of a proposed easement (variable in width, surveyed this same day), for the most Easterly N.E. corner hereof;

THENCE with the West line of Middle Creek Road and with the East line of said .706 acre tract, and the most Easterly East line of said proposed easement, the most Easterly East line hereof, **S. 11 deg. 10 min. 04 sec. W.**, at 30.05 feet passing a point for the centerline of said proposed easement, **in all 60.10 feet** to a 1/2-inch rebar set (capped: RPLS 6454) at a fence corner post for a reentrant corner and a deflection in the West line of Middle Creek Road, for the S.E. corner of said 0.706 acre tract, for the most Easterly S.E. corner of said proposed easement, for the most Easterly S.E. corner hereof;

THENCE, along the general meanders of a fence, with the North line of Lot 4 of Middle Creek Estates, found of record in Volume 4, Pages 81 of the Plat Records of Gillespie County, Texas, with the South line of said 0.706 acre tract, with a South line of said proposed easement, with a South line hereof, **N. 82 deg. 21 min. 19 sec. W.**, at 9.02 feet passing a point for the N.E. corner of said Lot 4 and departing Middle Creek Road, **in all 511.61 feet** to a 1/2-inch rebar found at a fence corner post for the N.W. corner of said Lot 4, for the S.W. corner of said 0.706 acre tract, in the East line of said 48.76 acre tract, for an Easterly reentrant corner hereof;

THENCE, departing the South line of said proposed easement, along the general meanders of a fence, with the West lines of said Lot 4 and that Lot 3 of said Middle Creek Estates, with the East line of said 48.76 acre tract, with an East line hereof, **S. 8 deg. 29 min. 49 sec. W.**, passing common corners of said Lot 4 and Lot 3, **486.29 feet** to a 1/2-inch rebar found for the N.E. corner of that 105.47 acre tract of land described in a conveyance to Troy L. Patteson, found of record in Instrument No. 20144554 of said Official Public Records, for the N.E. corner of that 2.45 acre easement tract found of record in Instrument No. 20144349 of said Official Public Records, for the E.S.E. corner of said 48.76 acre tract, for a S.E. corner hereof;

THENCE with the North lines of said 105.47 acre tract and said 2.45 acre easement tract, and with the South line of said 48.76 acre tract, the South line hereof, as follows:

82.89 acres
August 29, 2022

N. 89 deg. 54 min. 07 sec. W., passing the N.W. corner of said 2.45 acre tract, **2215.51 feet** to a 1/2-inch rebar found (capped: BONN 4447) for the N.N.W. corner of said 105.47 acre tract, for a Southerly reentrant corner of said 48.76 acre tract, for a Southerly reentrant corner hereof;

S. 0 deg. 22 min. 57 sec. W., **541.89 feet** to a 1/2-inch rebar found (capped: BONN 4447) for a Northerly reentrant corner of said 105.47 acre tract for the S.S.E corner of said 48.76 acre tract, for the S.S.E. corner hereof;

N. 79 deg. 52 min. 12 sec. W., **44.83 feet** to a 1/2-inch rebar found (capped: BONN 4447) at a fence corner in the occupational West line of Survey No. 199 and East line of Survey No. 198, for the W.N.W. corner of said 105.47 acre tract, for the N.E. corner of that 75.0 acre tract of land described in a conveyance to Todd Meier, found of record in Instrument No. 20125543 of said Official Public Records, for the S.W. corner of said 48.76 acre tract, for the S.E. corner of said 53.719 acre tract, for a Southerly corner hereof;

THENCE, along the general meanders of a fence, with the North lines of said 75.0 acre tract and that 28.6 acre tract of land described in a conveyance to Charlotte A. Wilkinson, found of record in Instrument No. 20125545 of said Official Public Records, and with the South line of said 53.719 acre tract, continuing with the South line hereof, as follows:

N. 70 deg. 40 min. 51 sec. W., **1048.29 feet** to a 1/2-inch rebar set;

N. 81 deg. 23 min. 09 sec. W., at 36.42 feet passing a 1/2-inch rebar found set for the common corners of said 75.0 acre tract and said 28.6 acre tract, **in all 268.93 feet** to a 1/2-inch rebar set for the S.E. corner of a 20.20 acre tract of land (surveyed this same day), for the S.W. corner hereof;

THENCE, over and across said 53.719 acre tract, with the East line of said 20.20 acre tract and the West line hereof, **North**, at 538.04 feet passing a 1/2-rebar set at the center point of a proposed 65-foot radius cul-de-sac, said cul-de-sac being part of said proposed variable width easement, at 973.14 feet passing a deflection point for the centerline of said proposed variable width easement, **in all 1003.14 feet** to a 1/2-inch rebar set in fence in the South line of that 76.23 acre tract of land described in a conveyance to John G. Rees, et ux., found of record in Volume 261, Pages 673-676 of the Real Public Records of Gillespie County, Texas, in the North line of said 53.719 acre tract, in the North line of said proposed easement, for the N.E. corner of said 20.20 acre tract, for the N.W. corner hereof, from which a pipe corner post for the N.W. corner of said 53.719 acre tract bears for reference: **N. 89 deg. 37 min. 03 sec. W.**, 942.22 feet;

THENCE, along the general meanders of a fence, with the South lines of said 76.23 acre Rees tract and that 51.0 acre tract of land described in a conveyance to John G. Rees, et ux., found of record in Volume 560, Pages 72-77 of said Official Public Records, and with the North line of said 53.719 acre tract for the North line of said proposed variable width easement, with the North line hereof, as follows:

S. 89 deg. 37 min. 03 sec. E., **158.96 feet** to a pipe fence corner post for the S.E. corner of said 76.23 acre tract, for the S.W. corner of said 51.0 acre tract;

S. 89 deg. 32 min. 00 sec. E., **1076.84 feet** to a pipe fence corner post for the S.E. corner of said 51.0 acre tract, for the N.E. corner of said 53.719 acre tract, for a Northwesterly corner of said 48.76 acre tract, for a Northerly reentrant corner hereof;

82.89 acres
August 29, 2022

THENCE, continuing in an Easterly direction along the general meanders of a fence, with the West, North and East lines of said 48.76 acre tract, and with the North line of said proposed easement, with the Northerly lines hereof, as follows:

N. 0 deg. 07 min. 46 sec. W., with the East line of said 51.0 acre tract, **90.13 feet** to a pipe fence corner post for the S.W. corner of that 19.97 acre tract of land described in a conveyance to Ronald L. Broaddus, et ux., found of record in Volume 515, Pages 403-411 of said Official Public Records, for the N.W. corner of said 48.76 acre tract, for the N.N.W. corner hereof;

N. 89 deg. 19 min. 14 sec. E., with the South line of said 19.97 acre tract, crossing the East line of Survey No. 198 and with the North line of Survey No. 199, **1126.57 feet** to a 1/2-inch rebar found at a pine fence corner post for the S.E. corner of said 19.97 acre tract, for the S.W. corner of that 47.825 acre remainder tract of land described in conveyance to Walter J. Helmers, found of record in Volume 251, Page 116 of said Real Public Records;

S. 80 deg. 59 min. 49 sec. E., departing the occupational North line of Survey No. 199, with the South lines of said 47.825 remainder tract and that 4.02 acre tract of land described in a conveyance to Luke H. Johnson, et ux., found of record in Instrument No. 20213991 of said Official Public Records, and said 10.386 acre tract, and the North line of a 20-foot easement tract described in a conveyance to Walter J. Helmers, found of record in Volume 87, Pages 201-205 of the Deed Records of Gillespie County, Texas, **1283.45 feet** to a 1/2-inch rebar found for a reentrant corner of said 10.386 acre tract, for the N.E. corner of said 20-foot easement tract, for the N.E. corner of said 48.76 acre tract, for the N.N.E. corner hereof;

S. 8 deg. 09 min. 12 sec. W., **214.72 feet** to a point for the S.S.W. corner of said 10.386 acre tract, for the N.W. corner of said 0.706 acre tract, for a Northeasterly reentrant corner hereof, from which a 1/2-inch rebar found reset at a pipe fence corner post bears for reference: S. 8 deg. 09 min. W., 0.56 feet;

THENCE, continuing along the general meanders of a fence with the most Southerly line of said 10.386 acre tract and the North line of said 0.706 acre tract, and the North line of said proposed easement, the North line hereof, **S. 82 deg. 21 min. 17 sec. E.**, **514.31 feet** to the **PLACE OF BEGINNING**.

Exhibit "B"

20.20 acres
August 29, 2022STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying map of a survey of 20.20 acres of land made at the request of Luke Johnson. Said land is situated in Gillespie County, Texas, being part of the Campbell Cooper Survey No. 198, Abstract No. 107, being a part of that 53.719 acre tract of land described in a Gift Deed to Eugene Patteson, Jr., by Eugene A. Patteson, dated October 16, 2014, found of record in Instrument No. 20144349 of the Official Public Records of Gillespie County.

Said 20.20 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2-inch rebar set (capped: RPLS 6454) in the South line of that 76.23 acre tract of land described in a conveyance to John G. Rees, et ux., found of record in Volume 261, Pages 673-676 of the Real Public Records of Gillespie County, Texas, in the North line of said 53.719 acre tract, in the North line of a proposed easement (variable in width, surveyed this same day), for the N.W. corner of a 82.89 acre tract of land (surveyed this same day), for the N.E. corner hereof, from which a pipe corner post for the S.E. corner of said 76.23 acre tract bears for reference: S. 89 deg. 37 min. 03 sec. E., 158.96 feet;

THENCE, along the general meanders of a fence, with the South line of said 76.23 acre tract and with the North line of said 53.719, and with the North line of said proposed easement, with the North line hereof, **N. 89 deg. 37 min. 03 sec. W.**, passing the W.N.W. corner of said proposed easement, **942.22 feet** to a pipe fence corner post for the N.E. corner of that 71.17 acre tract of land described in a conveyance to Emily Christine Stuewe, found of record in Volume 142, Pages 433-438 of the Deed Records of Gillespie County, Texas, for the N.W. corner of said 53.719 acre tract, for the N.W. corner hereof;

THENCE, along the general meanders of a fence, with the East line of said 71.17 acre tract and with the West line of said 53.719 acre tract, the West line hereof, **S. 0 deg. 06 min. 38 sec. E.**, **866.95 feet** to a 1/2-inch rebar set for the N.W. corner of that 23.91 acre tract of land described in a conveyance to Teresa L. Mazur, found of record in Instrument No. 20125544 of said Official Public Records, for the S.W. corner of said 53.719 acre tract, for the S.W. corner hereof;

THENCE, along the general meanders of a fence, with the North lines of said 23.91 acre tract and that 28.6 acre tract of land described in a conveyance to Charlotte A. Wilkinson, found of record in Instrument No. 20125545 of said Official Public Records, and with the South line of said 53.719 acre tract, with the South line hereof, **S. 81 deg. 23 min. 09 sec. E.**, passing the common corner of said 23.91 acre tract and said 28.6 acre tract, **951.26 feet** to a 1/2-inch rebar set for the S.W. corner of said 82.89 acre tract, for the S.E. corner hereof;

(Continued on Page 2 of 2)

20.20 acres
August 29, 2022

THENCE, over and across said 53.719 acre tract, with the West line of said 82.89 acre tract and the East line hereof, **North**, at 538.04 feet passing a 1/2-rebar set at the center point of a proposed 65-foot radius cul-de-sac, said cul-de-sac being part of said proposed variable width easement, at 973.14 feet passing a deflection point for the centerline of said proposed variable width easement, **in all 1003.14 feet** to the **PLACE OF BEGINNING**.

EXHIBIT " C "

Centerline of a Proposed
60 foot-wide Easement
November 10, 2022 (Revision No.2)

STATE OF TEXAS, *

COUNTY OF GILLESPIE. *

Field notes describing the centerline of a proposed 60 foot-wide easement terminating in a 65 foot radius cul-de-sac made at the request of Luke Johnson. Said proposed easement is situated in Gillespie County, Texas, and passes through parts of the James McKay Survey No. 199, Abstract No. 496 and the Campbell Cooper Survey No. 198, Abstract No. 107, over and across that 82.89 acre tract of land and through part of that 20.20 acre tract of land described in a Warranty Deed to Luke H. Johnson, by Eugene Allen Patteson, Jr., et al, dated September 13, 2022, found of record in Instrument No. 20226476 of the Official Public Records of Gillespie County, Texas.

Said centerline of this proposed easement is described as follows, to wit:

BEGINNING at a point in the West line of Middle Creek (county) Road, in the most Easterly East line of said 82.89 acre tract of land, and being in the most Easterly East line of this proposed easement, from which a 1/2-inch rebar found at a fence corner post north of a gated entrance in the West line of Middle Creek (county) Road, for the S.E. corner of that 10.386 acre tract of land described in a conveyance to Vineyard Farmhouse, LLC., found of record in Instrument No. 20220788 of said Official Public Records, for the most Easterly N.E. corner of said 82.89 acre tract, bears for reference: N. 11 deg. 10 min. 04 sec. E., 30.05 feet;

THENCE departing Middle Creek Road in a Westerly direction parallel with and 30 feet Southerly of the N.N.E. line of said 82.89 acre tract, **N. 82 deg. 21 min. 18 sec. W., 542.73 feet;**

THENCE, continuing in a Westerly direction, over and across said 82.89 acre tract, as follows:

N. 60 deg. 06 min. 03 sec. W., 80.69 feet;

N. 53 deg. 06 min. 14 sec. W., 398.91 feet;

THENCE, continuing in a Westerly direction parallel with and 30 feet Southerly of the Northerly lines of said 82.89 acre tract, as follows:

N. 80 deg. 59 min. 49 sec. W., 826.60 feet;

S. 89 deg. 19 min. 14 sec. W., 1094.31 feet;

S. 0 deg. 07 min. 46 sec. E., 90.73 feet;

N. 89 deg. 32 min. 00 sec. W., passing the West line of Survey No. 199 and the East line of Survey No. 198, **1107.13 feet;**

N. 89 deg. 37 min. 03 sec. W., 158.74 feet to a point in the common East line of said 20.20 acre tract and West line of said 82.89 acre tract, from which a 1/2-inch rebar set for the N.W. corner of said 82.89 acre tract, for the N.E. corner of said 20.20 acre tract, bears for reference: North, 30.0 feet;

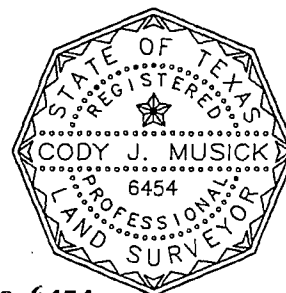
(Continued on Page 2 of 2)

Centerline of a Proposed
60 foot-wide Easement
November 10, 2022 (Revision No.2)

THENCE, in a Southerly direction, with the East line of said 20.20 acre tract and with West line of said 82.89 acre tract, **South, 435.10 feet** to a 1/2-inch rebar set for the **PLACE OF TERMINATION** of the centerline description of said proposed easement, for the center point of a 65-foot radius cul-de-sac, said 65 foot radius cul-de-sac being part of this proposed easement, from which a 1/2-inch rebar set for the S.W. corner of said 82.89 acre tract, for the S.E. corner of said 20.20 acre tract, bears for reference: South, 538.04 feet.

This description is accompanied by a map of survey dated October 10, 2020, having been surveyed on the ground October 4, 2022, by Waymaker Field Services, LLC., under the supervision of Cody J. Musick, RPLS No. 6454:


Cody J. Musick,
Reg. Prof. Land Surveyor No. 6454



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas

December 01, 2022 10:09:31 AM

FEE: \$134.00 JCOSTON
DCC

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