

CJB/emh/REAL ESTATE/restrictions

13 pgs
DCC

20204820

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
SCENIC OAKS SOUTH DEVELOPMENT

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

KNOW ALL MEN BY THESE PRESENTS:

THAT, DALE A. CRENWELGE and CRENWELGE, LLC, ("Declarant"), being the owner of those certain tracts of land known as SCENIC OAKS SOUTH DEVELOPMENT (hereinafter referred to as the "Subdivision"), an unplatted subdivision situated in Gillespie County, Texas, comprising approximately 149.20 acre tract of land situated in Gillespie County, Texas, and being a part of Survey No. 102 C. Schreiner, Abstract No. 1262; Survey No. 177 G.B. & C.N.G.R.R. Co., Abstract No. 775; Survey No. 2 C. Schreiner, Abstract No. 1745; and Survey No. 101 Rusk Transportation Company, Abstract No. 609; being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference, the "Property", as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the Property, 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 Property 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 Property 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 DALE A. CRENWELGE and CRENWELGE, LLC, their successors and assigns, if 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

CJB/emh/REAL ESTATE/restrictions

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 that certain unplatted subdivision known as SCENIC OAKS SOUTH DEVELOPMENT (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, comprising approximately 149.20 acre tract of land situated in Gillespie County, Texas, and being a part of Survey No. 102 C. Schreiner, Abstract No. 1262; Survey No. 177 G.B. & C.N.G.R.R. Co., Abstract No. 775; Survey No. 2 C. Schreiner, Abstract No. 1745; and Survey No. 101 Rusk Transportation Company, Abstract No. 609; being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Tract" shall mean any subdivision of the Property resulting in parcels out of the Property.

ARTICLE II.

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, Servant's quarters, one (1) guest house, one (1) B & B (Bed and Breakfast), or VRBO Unit (Vacation Rental by Owner), and related outbuildings, barns, stables, pens, fences and other similar improvements may be constructed or erected on a Tract.

(2) Single-family dwellings shall contain a minimum of 1000 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.

(2a) B & B, VRBO Units and Guest houses shall contain a minimum of 1000 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

CJB/emh/REAL ESTATE/restrictions

basements.

(3) The exterior of the dwelling, servant's quarters, B & B, VRBO Units and guesthouses ("buildings") shall be constructed of rock, stone, stucco, brick and/or masonry constituting 50% of the exposed exterior of the buildings. The exposed exterior shall exclude area occupied by windows and doors.

(4) 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.

(5) Recreational vehicles, travel trailers, buses, mobile homes, modular homes, and/or manufactured homes shall not be used as a dwelling (permanent or temporary) on any tract. All boats, tractors, golf carts and ATV's, motorcycles, and other similar types of vehicles, recreational vehicles and travel trailers may be stored on a Tract provided they are not visible to the public view.

(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. No chain link fence shall be permitted.

(7) All utility lines installed after August 1, 2020, including but not limited to electrical, telephone, fiber optic and cable shall be installed and maintained underground.

Section 2. Setback Requirements

(1) a) Entrance and other gates, fences, roadways, wells, well houses, septic systems and buried or overhead electric, telephone and other buried utility lines or buried fiber optic cable, shall not be installed, erected or maintained within 30 feet from the centerline of the Roadways that abut any tract (the centerline of the Roadways are described in Exhibits "B" and "C"), b) other improvements shall not be stored, placed or erected nearer than 75 feet from any side boundary of a Tract or within 250 feet from the centerline of the Roadways that abut any tract (the centerline of the Roadways are described in Exhibits "B" and "C").

(2) In the event any Owner shall own two tracts that abut each other, the abutting boundary line shall not be subject to the setback restrictions.

(3) Notwithstanding anything to the contrary herein, any boundary of a Tract that does not abut other land in the Property, is not subject to this setback restriction.

(4) 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 setback requirements as provided in this Declaration. Such variances must, in

CJB/emh/REAL ESTATE/restrictions

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.

Section 3. Use Restrictions

(1) Except as set forth below, all Tracts constituting the Property shall be used and occupied by the Owner of the Tract for single-family residential purposes only, and no Tract shall be used for any professional, business or commercial activity for which the general public is invited to the Tract. Notwithstanding the above and as exceptions thereto, a bed and breakfast or VRBO Unit may be operated by an Owner 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.

(2) No pigs, hogs or swine shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project.

(3) 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 a livestock restraining fence and upon completion of the livestock restraining fence, the right to graze cattle or livestock shall be permanently extinguished. 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 grazing rights reserved herein shall be subordinate to the right of a lienholder under a purchase money deed of trust, home equity loan or a mechanics and materialman's lien.

(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 perimeter boundary in a manner which will restrain livestock.

(5) There shall be no commercial feedlot operation or commercial breeding of animals or fowl

CJB/emh/REAL ESTATE/restrictions

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) Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on any Tract. Owners are to keep each Tract clean and neat in appearance and free of litter at all times.

(7) No Tract shall be divided into a Tract containing less than 20 acres without the written approval of Declarant.

(8) No Hunting Blinds/Stands/Game Feeders shall be placed within 100 feet of the boundary of any other Tract unless the abutting Tract is owned by the same Owner.

(9) Commercial hunting of native and exotic wildlife is prohibited.

(10) Hunting and harvesting of native and exotic wildlife with centerfire rifles on tracts of less than 20 acres is prohibited.

(11) No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to other Owners within the Property.

(12) No oil/gas drilling, development or refining and no mineral quarrying or mining operations of any kind shall be permitted on any Tract.

ARTICLE III.

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, 2051, 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 fifty-one percent (51%) of the acreage in the Property 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 IV.

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 V.

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 VI.

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 more than fifty percent (50%) of the acreage in the Property 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 acreage in the Property 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.

CJB/emh/REAL ESTATE/restrictions

ARTICLE VII.
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.

ARTICLE VIII.
BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Declarant and Declarant's heirs, successors and assigns.

EXECUTED by said Declarant, this 24 day of Aug, 2020.

Dale A Crenwelge
DALE A. CRENWELGE

CRENWELGE, LLC

By: Dale A Crenwelge
DALE A. CRENWELGE, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 24 day of Aug, 2020, by DALE A. CRENWELGE, Individually, and as Manager of CRENWELGE, LLC, a Texas limited liability company, on behalf of said entity.

Carolyn Weidenfeller
Notary Public, State of Texas

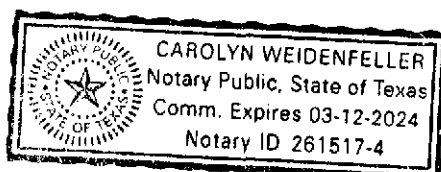


EXHIBIT " A "STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenwelge

FIELD NOTES TO DESCRIBE

A 149.20 Acre Tract of land being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, being approximate acres out of original surveys as follows:

Survey No.	Abstract No.	Original Grantee	Acres
102	1261	C. Schreiner	89.62
177	775	G. B. & C. N. G. R.R. Co.	32.34
2	1745	C. Schreiner	8.53
101	609	Rusk Transportation Co.	18.71

and out of a 567.89 Acre Tract (surveyed September 8, 2015) conveyed from Beauregard Eldred Sutherland, et al to Dale A. Crenwelge by deed dated September 25, 2015 and recorded in Document #20154213 of the Real Property Records of Gillespie County, Texas, and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin set under fence in the East line of a 568 Acre Tract (Document #20150895, Real Property Records) and the West line of said 567.89 Acre Tract for the Southwest corner of a 200.00 Acre Tract (this day surveyed) and the Northwest corner of this tract from which an 8" cedar post found for an angle point of said 567.89 Acre Tract and said 200.00 Acre Tract bears N 00° 35' 41" W 985.00 feet from which a 5/8" iron pin previously set by an 8" cedar post for the Northwest corner of said 567.89 Acre Tract and said 200.00 Acre Tract bears N 00° 18' 54" W 2275.69 feet;

THENCE: Crossing said 567.89 Acre Tract with the center of a road and the Southwest line of said 200.00 Acre Tract and a 218.70 Acre Tract (this day surveyed) and the Northeast line of this tract as follows:

S 47° 13' 45" E 863.86 feet to an angle point;

S 53° 58' 51" E 1856.57 feet to the Southeast corner of said 200.00 Acre Tract and the Southwest corner of said 218.70 Acre Tract and an angle point of this tract from which a 5/8" iron pin set in the common line of said two tracts bears N 00° 55' 00" W 30.00 feet;

S 53° 58' 50" E 308.04 feet to an angle point;

S 53° 58' 51" E 463.24 feet to an angle point;

S 57° 37' 52" E 1287.72 feet to an angle point;

S 60° 18' 12" E 576.00 feet to an angle point;

S 47° 34' 10" E 196.80 feet to an angle point;

S 53° 45' 07" E 188.02 feet to an angle point;

149.20 Acres - Dale Crenweige

S 56° 12' 06" E 201.81 feet to the Southeast corner of said 218.70 Acre Tract
an angle point of this tract;

THENCE: With the Southwest line of a 58.7 Acre Tract (Volume 163, Page 391, Deed
Records) as follows:

S 17° 11' 17" E 61.40 feet to an angle point;

S 63° 34' 44" E 1418.75 feet to an angle point;

S 44° 54' 25" E 50.08 feet to a 3" pipe post found in the West line of Zenner-
Ahrens Road for the lower Northeast corner of said 567.89 Acre Tract and
of this tract;

THENCE: With fence and the West line of said road and the East line of said 567.89
Acre Tract and of this tract as follows:

S 01° 51' 06" W 85.97 feet to a 22" Live Oak stump found for an angle point;

S 05° 10' 23" E 167.44 feet to a 3" pipe post found for the East corner of a
4.61 Acre Tract (Document #20154214, Real Property Records, surveyed
September 8, 2015), the Northeast corner of a 1.22 Acre Tract (Volume
180, Page 899, Deed Records), and the Southeast corner of said 567.89
Acre Tract and of this tract;

THENCE: N 72° 55' 07" W 1083.66 feet to a 5/8" iron pin previously set for the West
corner of said 4.61 Acre Tract, the North corner of a 3.54 Acre Tract
(Document #20154214, Real Property Records, surveyed September 8,
2015) and an angle point of said 567.89 Acre Tract and of this tract;

THENCE: S 50° 26' 05" W 167.80 feet to a steel post found in rock for the West corner
of said 3.54 Acre Tract and a South corner of said 567.89 Acre Tract and of
this tract;

THENCE: With the Northeast line of a 268.68 Acre Tract (Document #20080433, Real
Property Records) and the Southwest line of said 567.89 Acre Tract and of
this tract as follows:

N 38° 17' 39" W 1661.70 feet with fence to a 1/2" iron pin found for an
angle point;

N 57° 57' 26" W 1380.17 feet with the Southwest line of a 30-foot Road
Easement (Volume 128, Page 394, Deed Records, Volume 124, Page 630,
Deed Records, Volume 161, Page 334, Deed Records, and Volume 161,
Page 340, Deed Records) to a 1/2" iron pin found by a 2" pipe post for an
angle point;

N 53° 46' 52" W 526.23 feet continuing with said easements as stated to a
1/2" iron pin found by a 2" pipe post found for the North corner of said

149.20 Acres - Dale Crenwelge

268.68 Acre Tract and an interior corner of said 567.89 Acre Tract and of this tract;

THENCE: With fence and the Northwest line of said 268.68 Acre Tract and a Southeast line of said 567.89 Acre Tract and of this tract as follows:

S 48° 38' 26" W 1128.01 feet to an angle point;

S 61° 25' 24" W 498.84 feet, at 31.28 feet pass a found 2" pipe post, continuing to a 1/2" iron pin found by a 2" pipe post for the Northwest corner of said 268.68 Acre Tract, and an angle point of said 567.89 Acre Tract and of this tract;

THENCE: S 09° 18' 21" W 2046.20 feet with fence to a 1/2" iron pin found by a 2" pipe post found for the Southwest corner of said 268.68 Acre Tract and the Southeast corner of said 567.89 Acre Tract and of this tract;

THENCE: S 89° 49' 35" W 692.79 feet with fence and the North line of a 122.9 Acre Tract (Document 20124093, Real Property Records) to a 1/2" iron pin found by a 6" creosote post for the Northwest corner of said 122.9 Acre Tract and the Southwest corner of said 567.89 Acre Tract and of this tract;

THENCE: N 00° 35' 41" W 4887.86 feet with fence and the East line of a 491.014 Acre Tract (Document #20125442, Real Property Records) and a 568 Acre Tract (Document #20150695, Real Property Records) and the West line of said 567.89 Acre Tract to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 22nd day of September 2017.

Keith Howard
Keith Howard, R.P.L.S. No. 5949
Howard Surveying, LLC
402 State Hwy 173 South
Hondo, Texas 78861
(830) 426-4776



EXHIBIT " B "

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenwelge
60-foot Road Easement #2

FIELD NOTES TO DESCRIBE

A 60-foot Road Easement #2 being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee, and being out of a 567.89 Acre Tract conveyed from Beauregard Eldred Sutherland, et al to Dale A. Crenwelge by deed dated September 25, 2015 and recorded in Document #20154213 of the Real Property Records of Gillespie County, Texas, and being 30 feet left of and 30 feet right of the centerline more particularly described as follows:

BEGINNING: At a 5/8" iron pin set for the Southwest corner of a 20.03 Acre Tract (Tract 15, this day surveyed), the Northwest corner of a 20.01 Acre Tract (Tract 16, this day surveyed), the Southeast corner of a 20.50 Acre Tract (Tract 1, this day surveyed), and angle point of the centerline of a 60-foot Road Easement (this day surveyed), and the East terminus of this easement;

THENCE: With the Southwest line of Tract 1 and a 20.97 Acre Tract (Tract 2, this day surveyed) and along the centerline of this easement as follows:

N 53° 58' 51" W 1340.10 feet to an angle point;

N 47° 13' 45" W 822.60 feet, at 406.37 feet pass the Northwest corner of Tract 1 and the Southwest corner of Tract 2, continuing to an angle point of this easement from which a 5/8" iron pin set for an angle point of Tract 2 bears N 47° 13' 45" W 41.27 feet;

THENCE: N 00° 35' 41" W 552.33 feet 30 feet right of an parallel to the West line of said 567.89 Acre Tract and Tract 2 and a 20.63 Acre Tract (Tract 3, this day surveyed) to the North terminus of this easement from which a 5/8" iron pin set for the Northwest corner of Tract 3 bears N 30° 55' 22" W 59.41 feet.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 5th day of February 2020.

Keith Howard
Keith Howard, R.P.L.S. No. 5949
Howard Surveying
TBPLS Firm No. 10125700
402 State Hwy 173 South
Hondo, Texas 78861
(830) 426-4776



EXHIBIT " C "

STATE OF TEXAS
COUNTY OF GILLESPIE

PREPARED FOR: Dale Crenwelge
60-foot Road Easement #3

FIELD NOTES TO DESCRIBE

A 60-foot Road Easement #3 being situated about 17.2 miles S 30° W of Fredericksburg in Gillespie County, Texas, out of Survey No. 102, Abstract No. 1261, C. Schreiner, original grantee and Survey No. 177, Abstract No. 775, G. B. & C. N. G. R.R. Co., original grantee, and being out of a 567.89 Acre Tract conveyed from Beaugard Eldred Sutherland, et al to Dale A. Crenwelge by deed dated September 25, 2015 and recorded in Document #20154213 of the Real Property Records of Gillespie County, Texas, and being 30 feet left of and 30 feet right of the centerline more particularly described as follows:

BEGINNING: At the East terminus of this easement in the West line of Zenner-Ahrens Road and East line of said 567.89 Acre Tract from which a 3" pipe post found for an exterior corner of said 567.89 Acre Tract bears N 01° 51' 06" E 41.18 feet;

THENCE: Along the centerline of this easement as follows:

N 44° 54' 24" W 73.36 feet to an angle point;

N 63° 34' 44" W 1426.67 feet to an angle point;

N 17° 11' 17" W 65.90 feet to an angle point;

N 48° 18' 04" W 215.23 feet to an angle point;

Continuing along the centerline of this easement with the Southwest line of a 20.49 Acre Tract (Tract 17, surveyed February 5, 2020), a 20.01 Acre Tract (Tract 16, surveyed February 5, 2020), and a 20.50 Acre Tract (Tract 1, surveyed February 5, 2020) as follows:

N 53° 45' 07" W 164.23 feet to an angle point;

N 47° 34' 10" W 196.80 feet to an angle point;

N 60° 18' 12" W 576.00 feet to an angle point;

N 57° 37' 52" W 1287.72 feet to an angle point;

N 53° 58' 51" W 463.24 feet to the Northwest corner of Tract 17, the Southwest corner of Tract 16, the East corner of a 10.43 Acre Tract (Tract 18, this day surveyed), and an angle point of this easement;

N 53° 58' 50" W 824.51 feet with the Northeast line of Tract 18 and a 10.09 Acre Tract (Tract 19, this day surveyed) to a 5/8" iron pin set for the Northwest corner of Tract 16, the Southwest corner of a 20.03 Acre Tract (Tract 15, surveyed February 5, 2020), the Southeast corner of a 20.50 Acre Tract (Tract 1, surveyed February 5, 2020), and an angle point of Tract 19 and of this easement;

N 53° 58' 51" W 1338.10 feet with the Northeast line of Tract 19 and a 10.03 Acre Tract (Tract 20, this day surveyed) to a 5/8" iron pin set for the North corner of Tract 20 and an intersection of this easement;

THENCE: Continuing along said centerline with the West line of Tract 20 and a 16.97 Acre Tract (Tract 23, this day surveyed) and the East line of an 11.78 Acre Tract (Tract 21, this day surveyed), a 12.31 Acre Tract (Tract 22, this day surveyed), and a 10.19 Acre Tract (Tract 24, this day surveyed), and the Northeast line of a 19.29 Acre Tract (Tract 25, this day surveyed) and a 21.90 Acre Tract (Tract 26, this day surveyed) as follows:

60-foot Road Easement #3 - Dale Crenwelge

S 17° 27' 45" W 62.05 feet to an angle point;
 S 06° 09' 56" W 115.74 feet to an angle point;
 S 05° 52' 52" E 338.35 feet to an angle point;
 S 09° 34' 26" W 203.13 feet to an angle point;
 S 02° 46' 14" E 74.83 feet to an angle point;
 S 19° 20' 44" E 63.01 feet to an angle point;
 S 26° 00' 15" E 64.01 feet to an angle point;
 S 17° 30' 27" E 66.12 feet to an angle point;
 S 03° 14' 30" E 51.85 feet to an angle point;
 S 02° 35' 37" W 89.06 feet to an angle point;
 S 12° 57' 12" E 53.44 feet to an angle point;
 S 43° 37' 26" E 81.36 feet to an angle point;
 S 26° 15' 30" E 59.58 feet to an angle point;
 S 09° 21' 25" E 114.21 feet to an angle point;
 S 01° 34' 30" E 387.91 feet to an angle point;
 S 13° 01' 09" E 171.48 feet to an angle point;
 S 00° 15' 53" E 135.96 feet to an angle point;
 S 49° 01' 41" E 312.73 feet to a 1/2" iron pin found by 2" pipe post for the
 South corner of Tract 23, the Northeast corner of Tract 26, and the South
 terminus of this easement.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note
 description and accompanying plat were prepared
 from an actual survey performed on the ground,
 under my supervision and that to the best of my belief
 and knowledge they are true and correct.

This the 4th day of August 2020.

Keith Howard
 Keith Howard, R.P.L.S. No. 5949
 Howard Surveying
 TBPLS Firm No. 10125700
 402 State Hwy 173 South
 Hondo, Texas 78861
 (830) 426-4776



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
 Gillespie County Texas

August 24, 2020 11:18:59 AM

FEE: \$74.00

LMOOSE

20204820

DCC

