

29-203



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20191594

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HILL TOP ESTATES SUBDIVISION

THE STATE OF TEXAS §
COUNTY OF GILLESPIE § KNOW ALL MEN BY THESE PRESENTS:

THAT, GROBE-LICH PROPERTIES, LTD., a Texas limited partnership, ("Declarant"), being the owner of that certain unplatted subdivision known as HILL TOP ESTATES SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, being that 120.469 acre tract of land, a part of the S.A. & M.G. R.R. Co. Survey No. 737, Abstract No. 655, situated in Gillespie County, Texas, being a portion of that 140.862 acre tract of land described in Instrument No. 20181860 of the Official Public Records of Gillespie County, Texas, **save and except** therefrom that 19.393 acre tract of land described in Instrument No. 20184187 of the Official Public Records of Gillespie County, Texas, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, which easements, restrictions, covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Subdivision or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such property shall be conclusively held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to GROBE-LICH PROPERTIES, LTD., its 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

areas, utility installations, driveways, and any exterior additions including any changes or alterations thereto.

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

"Property" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as HILL TOP ESTATES SUBDIVISION.

"Tract" shall mean and refer to any plot of land which is out of the Subdivision and which is described and delineated on the unrecorded Plat of the Subdivision which is attached hereto as **Exhibit "A"** and incorporated herein by reference. Declarant reserves the right to make immaterial adjustments in the boundaries of the Tracts as depicted on the **Exhibit "A"** plat.

ARTICLE II.

UTILITY EASEMENTS

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and Declarant's successor and/or assigns, an easement for utility purposes twenty (20) feet wide on each side of the roadway easement up to the southwest corner of Tract No. 3 depicted on the Plat for the installation and maintenance of water, electric, telephone, sewer, gas, cable television, and other utility lines, equipment and facilities, with the right of ingress and egress to and from and across each Tract and the Property to employees of utilities owning such utility lines, equipment or facilities, or supplying such utilities. Declarant shall have the right, without the necessity of joinder by any Owner, to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

Section 2. Changes, Additions, and Reservations. Declarant reserves the right to make changes in and additions to the above utility easements 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, and cable television) in favor of any person or entity furnishing or to furnish utility services to the Properties, 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, provided the changes, additions, grants and dedication do not pertain to Tract No. 3 depicted on the plat.

ARTICLE III.

RESTRICTIVE COVENANTS

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

Section 1. Building Restrictions

(1) Not more than one single-family dwelling may be erected on any Tract. In addition, Servant's quarters, one (1) guest house, B & B (Bed and Breakfast), VRBO (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 1800 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, 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 basements.

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

(4) All buildings shall be substantially completed not later than twelve (12) months after the commencement of construction.

(5) All dwellings shall be newly constructed and erected on site. No dwelling shall be moved on to a Tract.

(6) 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.

(7) 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.

(8) 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.

(9) All utility lines, including but not limited to electric, telephone and cable shall be installed underground from the point of connection with the public utility to its terminus at the structure.

Section 2. Setback Requirements

(1) Except for entrance and other gates, fences, roadways, wells, well houses, septic systems and buried or overhead electric, telephone and other buried or overhead utility lines, no improvement shall be stored, placed or erected nearer than 150 feet from any side boundary of Tracts 1-5, 100 feet from any rear boundary of Tracts 1-5, and 250 feet from the front boundary of Tracts 1-5, provided, Tract 2 shall have a 75 foot setback from the east boundary of the Tract

(2) The 12.939, more or less, acre tract will have the following building setbacks: one hundred (100) feet from south boundary (road), fifty (50) feet from north and northeast boundary, two hundred (200) feet from west boundary.

Section 3. Use Restrictions

(1) Except as set forth below, all Tracts constituting the Property shall be used for single-family residential purposes only, and no Tract shall be used for any commercial purpose. Notwithstanding the above and as exceptions thereto, a bed and breakfast or VRBO may be operated on a Tract. For purposes of these restrictions, the term "bed and breakfast" shall mean a lodging service within rooms of the principal dwelling or in a separate guest house.

(2) No pigs, hogs, swine or fowl 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 fence; and each Owner and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agree to indemnify and hold harmless Declarant (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to, any injuries to any persons or any damages to any properties that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection with, the exercise by Declarant (or their tenants or

assignees) of the right to graze livestock on an Owner's Tract, and/or the presence of livestock on an Owner's Tract.

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

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

(6) 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 further divided or resubdivided without the express approval of Declarant.

(8) No Hunting Blinds/Stands/Feeders shall be placed within 150 feet from any boundary of a Tract. Commercial hunting is not allowed.

(9) All driveways shall be constructed of asphalt, concrete, pre-manufactured stone or brick pavers, or pink crushed granite.

(10) All structures including well heads, guest houses, pool houses and storage buildings shall have exterior walls, roof and trim that match in color to the main dwelling.

(11) No signs, banners or pennants of any kind shall be displayed to the public view on any Tract, except for real estate signs marketing property in the subdivision.

(12) All yards and lawns and other portions of Tracts that are landscaped or cleared shall be kept neat and well maintained and all grass, weeds and vegetation on each lot shall be kept neat in appearance.

(13) No Tract shall be used as a dumping ground for rubbish.

(14) No radio or television aerial wires or antennas shall be erected on any portion of any Tract.

(15) No building structure erected on any Tract shall exceed thirty-five (35) feet in height.

ARTICLE IV.

TERM

The covenants and restrictions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2045, 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 Tracts has been recorded agreeing to terminate said covenants and restrictions in whole or in part; provided that, if Declarant owns any interest in the Property at the time, the covenants and restrictions may only be terminated if the Declarant joins in executing such instrument.

ARTICLE V.

ENFORCEMENT

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

ARTICLE VI.

PARTIAL INVALIDITY

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

ARTICLE VII.

AMENDMENT

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

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

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

ARTICLE VIII.

WAIVER AND LACHES

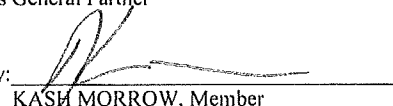
The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate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

EXECUTED by said Declarant, this 4 day of April, 2019.

GROBE-LICH PROPERTIES, LTD.

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

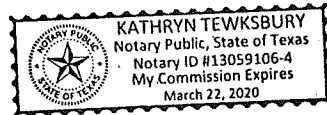
By:

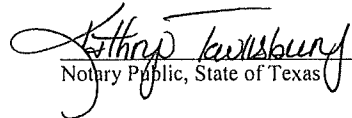

KASH MORROW, Member

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 4 day of April, 2019, by KASH MORROW, Member of GROBE-LICH INVESTMENTS, LLC, General Partner of GROBE-LICH PROPERTIES, LTD., a Texas Limited Partnership, on behalf of said Partnership.

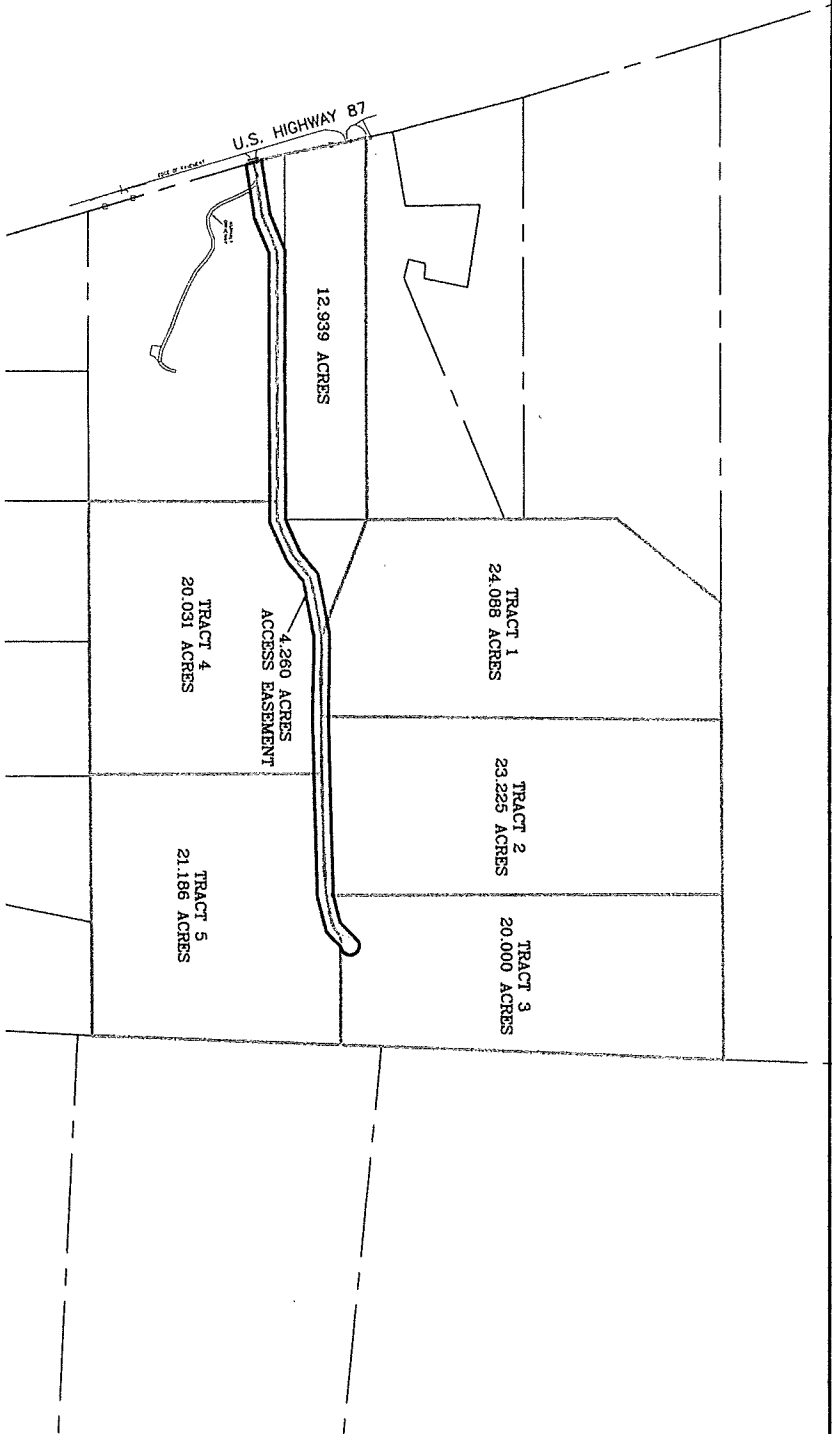




Notary Public, State of Texas



EXHIBIT "A"



SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG

P.O. Box 528 Mason, TX 76861 | 325-347-7189 | TBPUS Firm #1019396
735 Mustang St. Fredericksburg, TX 78624 | 806-525-8810 | TBPUS Firm #10194211
www.masonfrs.com

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.



SCALE: 1" = 500'

EXHIBIT PLAT

REFERENCE: GARDNER & GARDNER
REV. 0
200 NO. 10-2-1017
Drawn BY: AS

219-203



GROBE-LICH PROPERTIES, LTD.

TO

THE PUBLIC

DECLARATION OF ROAD MAINTENANCE AGREEMENT
AND ROADWAY EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, GROBE-LICH PROPERTIES, LTD., a Texas limited partnership, is the owner of the herein described 120.469 acre tract of land situated in Gillespie County, Texas, a part of the S.A. & M.G. R.R. Co. Survey No. 737, Abstract No. 655, being a portion of that 140.862 acre tract of land described in Instrument No. 20181860 of the Official Public Records of Gillespie County, Texas, **save and except** therefrom that 19.393 acre tract of land described in Instrument No. 20184187 of the Official Public Records of Gillespie County, Texas; and being an unplatted subdivision known as HILL TOP ESTATES SUBDIVISION (hereinafter referred to as the "Subdivision") and as shown, described and delineated on the unrecorded plat attached hereto as **Exhibit "A"**; and, as such, desiring to create and carry out a uniform plan for the maintenance of a roadway to provide ingress, egress and regress to the tracts out of the Property, as herein described, and for the purpose of protecting the value and desirability of the Property, do hereby adopt and establish the following covenants and conditions to run with the land and to apply in the use, occupancy, and conveyance of the Property, which covenants and conditions shall be binding on all parties having a right, title or interest in or to the hereinafter described Property or any part thereof, and their heirs, successors and assigns, and which 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 covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

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

"Managing Owner" shall mean GROBE-LICH PROPERTIES, LTD. or such other Owner who, pursuant to the terms and provisions of Article IV of this Agreement (dealing with Managing Owner) becomes a successor person or entity charged with the rights, privileges, duties, obligations, and liabilities assigned to the Managing Owner in this Agreement.

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

heirs, successors and assigns.

"Property" shall mean and refer to that certain real property which is out of the HILL TOP ESTATES SUBDIVISION which comprises all of that 120.469 acre tract of land, shown, depicted and described in Exhibit "A" attached hereto.

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

"Roadway Tract" shall mean that certain real property situated in Gillespie County and being that 4.260 acre easement tract out of the S.A. & M.G. R.R. Co. Survey No. 737, Abstract No. 655 in Gillespie County, Texas and being a portion of that certain 140.862 acre tract described in Instrument No. 20181860 of the Official Public Records of Gillespie County, Texas, being a portion of that certain 19.393 acre tract described in Instrument No. 20184187 of said Official Public Records, and being all of that certain 1.784 acre easement tract described in said Instrument No. 20184187; said 4.260 acre tract being more particularly described by metes and bounds on Exhibit "B" attached hereto and made a part hereof for all pertinent purposes.

ARTICLE II.

ROADWAY EASEMENTS

2.01 Attached hereto as Exhibit "B" and incorporated herein is a description of a sixty (60) foot wide tract of land ("roadway tract").

2.02 Declarant hereby reserves, grants, conveys and assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the roadway tract more particularly described in Exhibit "B" for the free and uninterrupted access to and from the above-referenced Tracts for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permittees. The easement shall be appurtenant to each and every Tract within the Property.

2.03 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.

2.04 ALL ROADWAYS PROVIDING ACCESS TO THE HILL TOP ESTATES 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.

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

ARTICLE III.

MAINTENANCE AGREEMENT

3.01 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. These expenses (herein "maintenance expenses") may include, but shall not be limited to, (1) the reconstruction, repair, maintenance, upkeep or replacement of the roadway, shoulders, drainage ditches, proposed concrete slab and culverts as an all-weather roadway, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

3.02 Beginning January 1, 2020, the Owner of the unnumbered 12.939 acre tract shall pay to the Managing Owner \$300.00 per year and the Owners of Tracts 1 – 5 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 repair, maintenance, restoration and improvement of the roadway.

3.03 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.

3.04 In the event the Managing Owner has obtained proposals and bids for repair, maintenance and improvement of the roadway which will exceed the annual maintenance assessments (extraordinary maintenance expense), notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the Gillespie Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary maintenance expenses, together with a notification of the place of meeting which shall be in Gillespie County, Texas. A quorum for the purpose of approving a proposal for an extraordinary maintenance expense expenditure shall be the attendance of Owners, or their agents acting by written proxy, owning at least 50% of the Tracts within the Property. Approval by Owners, or their agents acting by written proxy, representing more than 50% of the Tracts in attendance at a quorum shall be required for the approval of an extraordinary maintenance assessment for the extraordinary maintenance expense.

3.05 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.

ARTICLE IV.

MANAGING OWNER

4.01 Term of Office. Except as otherwise provided in this Article IV, 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 4.02, or the expiration of the maintenance term of this Agreement.

4.02 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 (in number, not in acreage ownership) representing at least two-thirds (2/3rds) of the total number of Tracts.

4.03. 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 number of Tracts.

4.04. Accounting. On or before January 15 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 V.

TERM

The covenants and conditions 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, 2045, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least two-thirds (2/3rds) of the Tracts in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

ARTICLE VII.

ENFORCEMENT

Any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of 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.

ARTICLE VIII.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions 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, restrictions, or conditions hereof, which shall remain in full force and effect.

ARTICLE IX.

AMENDMENT

The Owners (but expressly excluding their respective mortgagee's, if any) of at least 80% of the Tracts 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.

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.

ARTICLE XI.

BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the Owners and their respective heirs, successors and assigns.

EXECUTED by said Owners, this 4 day of April, 2019.

GROBE-LICH PROPERTIES, LTD.

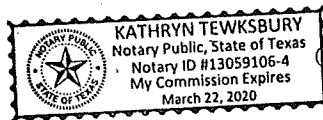
By: GROBE-LICH INVESTMENTS, LLC,
Its General Partner

By: [Signature]
KASH MORROW, Member

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

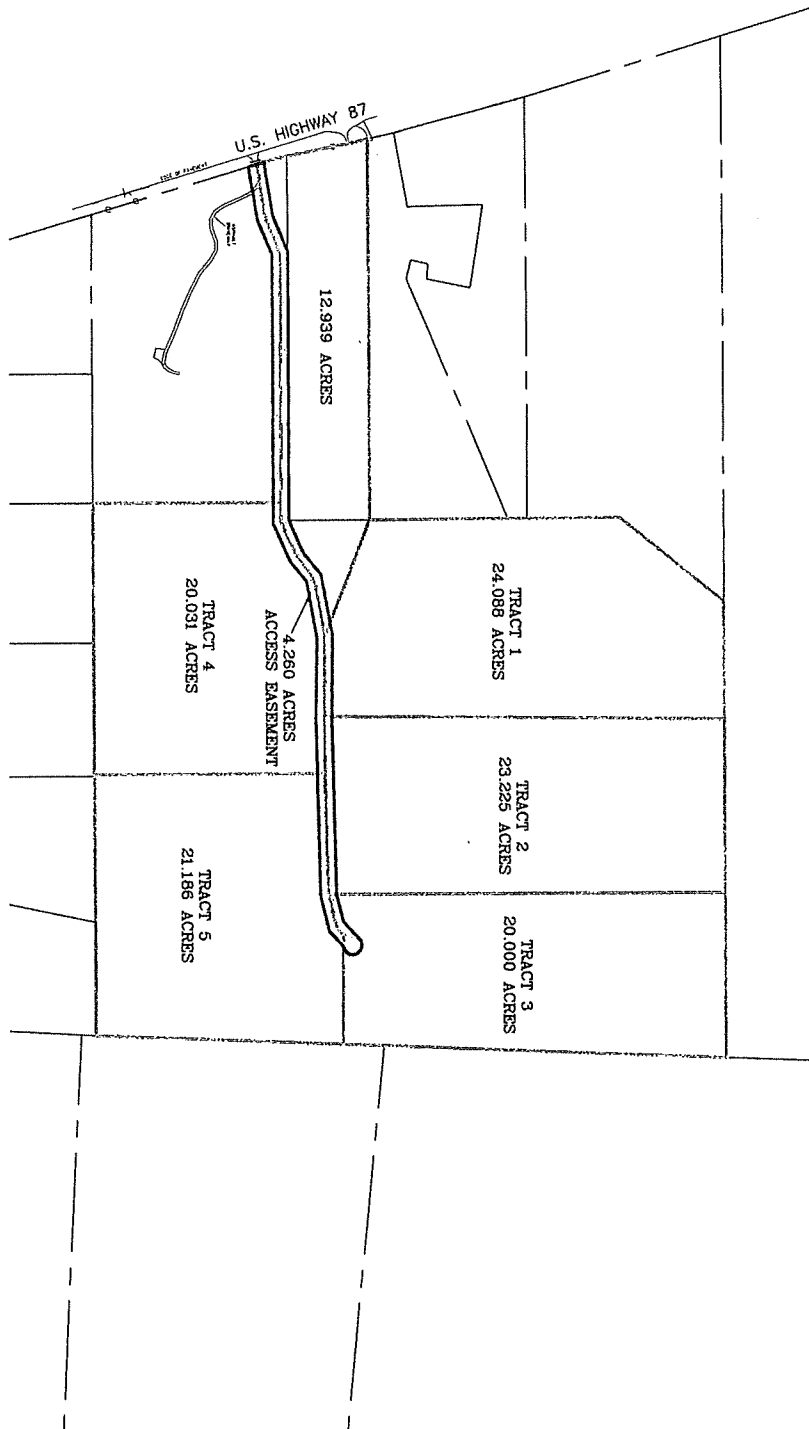
This instrument was acknowledged before me on this the 4 day of April, 2019, by KASH MORROW, Member of GROBE-LICH INVESTMENTS, LLC, General Partner of GROBE-LICH PROPERTIES, LTD., a Texas Limited Partnership, on behalf of said Partnership.



[Signature]
Notary Public, State of Texas



EXHIBIT "A"



SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG

P.O. Box 438 Mason, TX 78641-1734-438 | TBPUS Firm #1079966
735 Main St. Fredericksburg, TX 78624 | 806-432-0810 | TBPUS Firm #10194211
www.searchersllc.com

SURVEY NOTES:
1. THIS IS NOT A BOUNDARY SURVEY

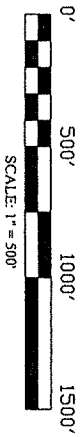


EXHIBIT PLAT

ATTACHED EXHIBIT "A" PROPERTIES
REV. 0
208 No. 16-2461
Dated By: ML

EXHIBIT "B"

Page 1 of 2



SEARCHERS
LAND SURVEYING, LLC

MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
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EASEMENT

LEGAL DESCRIPTION: Being a 4.260 acre easement tract out of the S. A. & M. G. RR. Co. Survey No. 737, Abstract No. 655 in Gillespie County, Texas and being a portion of that certain 140.862 acre tract described in Instrument No. 20181860 of the Official Public Records of Gillespie County, Texas, being a portion of that certain 19.393 acre tract described in Instrument No. 20184187 of said Official Public Records, and being all of that certain 1.784 acre easement tract described in said Instrument No. 20184187; Said 4.260 acre tract being more particularly described as follows

BEGINNING at a 1/2 inch iron rod found in the east line of U. S. Highway 87, the west line of said 140.862 acre tract and the west line of said 19.393 acre tract for the southwest corner of said 1.784 acre easement tract and the southwest corner hereof, and from which a concrete monument found in the east line of said U. S. Highway 87 bears South 16°37'19" East a distance of 1829.52 feet;

THENCE North 16°35'34" West a distance of 60.51 feet along the east line of U. S. Highway 87, the west line of said 140.862 acre tract, the west line of said 19.393 acre tract, and the west line of said 1.784 acre easement tract to a 1/2 inch iron rod found for the northwest corner of said 1.784 acre easement tract and the northwest corner hereof, and from which a concrete monument found in the east line of said U. S. Highway 87 bears South 16°37'19" East a distance of 1829.52 feet and a 3/8 inch iron rod found in the east line of said U. S. Highway 87 for the northwest corner of said 140.862 acre tract and the southwest corner of that certain 10.40 acre tract described in Instrument No. 20141880 of said Official Public Records bears North 12°20'49" West a distance of 405.53 feet;

THENCE crossing said 140.862 acre tract along the north line of said 1.784 acre easement tract, the following 3 courses:

1. North 80°50'28" East a distance of 206.79 feet to a 1/2 inch iron rod found;
2. North 66°45'07" East a distance of 143.94 feet to a 1/2 inch iron rod found;
3. North 89°41'49" East, at a distance of 953.46 feet pass a calculated point for the northeast corner of said 1.784 acre easement tract, continuing in all for a total distance of 1022.23 feet to a 1/2 inch iron rod set;

THENCE crossing said 140.862 acre tract, the following 5 courses:

1. North 65°39'06" East a distance of 133.84 feet to a 1/2 inch iron rod set;
2. North 50°05'13" East a distance of 108.20 feet to a 1/2 inch iron rod set;
3. North 79°17'54" East a distance of 238.43 feet to a 1/2 inch iron rod set;
4. South 89°05'21" East a distance of 308.70 feet to a 1/2 inch iron rod set;
5. North 88°27'30" East a distance of 676.55 feet to a 1/2 inch iron rod set in the west line of that certain 20.000 acre tract surveyed this same day by Searchers Land Surveying, LLC, being a portion of said 140.862 acre tract, for a corner hereof;

THENCE crossing said 140.862 acre tract and crossing said 20.000 acre tract, the following 3 courses:

1. North 75°45'58" East a distance of 106.46 feet to a 1/2 inch iron rod set;
2. North 46°14'41" East a distance of 84.73 feet to a calculated point;
3. Along a non-tangent curve to the left having an arc length of 137.65 feet, a radius of 35.63 feet, and a chord that bears North 28°40'48" West a distance of 66.66 feet to a 1/2 inch iron rod set in the south line of said 20.000 acre tract for a corner hereof, and from which a 1/2 inch iron rod found in in the west line of the H. Nebich Survey No. 800, Abstract No. 518 and the west line of that certain 268 acre tract described in Volume 271, Page 677 of the Real Property Records of Gillespie County, Texas, for a southeast corner of the H. Jones Survey No. 533, Abstract No. 1219, the northeast corner of said Abstract No. 655, the southeast corner of that certain 84.02 acre tract described in Volume 202, Page 166 of said Real Property Records, and the northeast corner of said 140.862 acre tract bears North 16°30'37" East a distance of 1514.10 feet;

THENCE crossing said 140.862 acre tract, the following 7 courses:

1. South 47°50'07" West a distance of 79.42 feet to a 1/2 inch iron rod set;
2. South 75°45'58" West a distance of 137.61 feet to a 1/2 inch iron rod set;
3. South 88°32'17" West a distance of 680.81 feet to a 1/2 inch iron rod set;
4. North 89°05'08" West a distance of 303.39 feet to a 1/2 inch iron rod set;
5. South 79°17'54" West a distance of 216.69 feet to a 1/2 inch iron rod set;
6. South 50°05'13" West a distance of 98.60 feet to a 1/2 inch iron rod set;
7. South 65°26'22" West a distance of 156.91 feet to a 1/2 inch iron rod set;

THENCE South 89°41'49" West, crossing said 140.862 acre tract at a distance of 81.87 feet pass a 1/2 inch iron rod found in the east line of said 19.393 acre tract for the southeast corner of said 1.784 acre easement tract, continue crossing said 140.862 acre tract and said 19.393 acre tract along the south line of said 1.784 acre easement tract in all for a total distance of 1022.83 feet to a 1/2 iron rod found;

THENCE crossing said 140.862 acre tract and said 19.393 acre tract along the south line of said 1.784 acre easement tract, the following 2 courses:

1. South 66°45'07" West a distance of 139.17 feet to a 1/2 inch iron rod found;
2. South 80°50'28" West a distance of 206.37 feet to the POINT OF BEGINNING

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
April 05, 2019 03:44:19 PM



FEE: \$48.00 NCALVO
DECLARATION

20191595