

CRYSTAL MOUNTAIN

The Estate Section

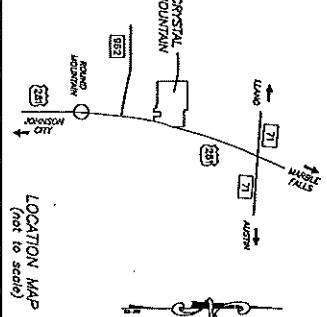
A. Sachelberry
Survey No. 671

Era H. Krieger -
Vol. 65, Pg. 579

Blanche Duling
850 Acres
Vol. 60, Pg. 552
agricultural use

R. M. Collins
Survey No. 60

Blanche Duling
1300 Acres, Vol. 60 - Pg. 552



LOCATION MAP
(not to scale)

Vol. 106, Pg. 607
John D. Hedges

Vol. 55, Pg. 555
John D. Hedges

John D. Hedges

SECTION

SECTION

J. T. Massey
Survey No. 500

R. Hamilton
Survey No. 507

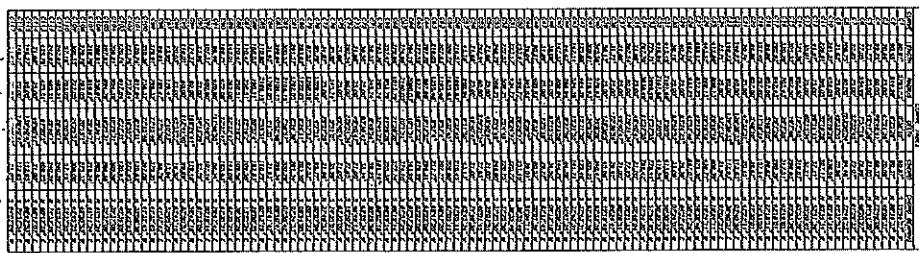
Joseph Bird
Survey No. 164

O. D. Sharp
194.93 Acres
Vol. 54, Pg. 308
agricultural use

SULTEMEIER SURVEYING

304 East Main
(830) 868-7308

Johnson City, Texas
78636



**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS
CRYSTAL MOUNTAIN, LTD.**

**THE STATE OF TEXAS
COUNTY OF BLANCO**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Otis Cable, General Partner of CRYSTAL MOUNTAIN, LTD., hereinafter called "Declarant," is the owner of all that certain real property located in Blanco County, Texas, described as follows:

CRYSTAL MOUNTAIN, a subdivision in Blanco County, Texas.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD and CONVEYED subject to the purpose of protecting the value desirability and attractiveness of and which shall run with, the real property, and any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The real property described herein above shall hereinafter be referred to and known as CRYSTAL MOUNTAIN, which shall hereafter be subject to the following:

A. LAND USE

1. All tracts in CRYSTAL MOUNTAIN are restricted to use for residential purposes only. No signs shall be placed on any part of these residential tracts indicating a commercial or non-residential use thereof.

2. No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property which are raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include horses, chickens, and household pets. No swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feeding or commercial operations, expressly including commercial kennels, be permitted, except animals for 4-H or FFA purposes. If any member of an owner's family is under the age of nineteen (19) and is a bona fide member of a 4-H Club or Future Farmers of America Club, then one animal per each member (but not in excess of three) shall be permitted for the purpose of raising such animal for competition or as part of a club project, provided, however, that (1) such animal shall be kept in a sightly pen or other enclosure, (2) the lot shall be kept clean and in a sanitary and odorless condition, and (3) the animal shall be removed from the lot

upon completion of the competition or club project. Chickens (no guinea fowl or peafowl) shall be permitted provided their number is limited to three (3) per acre. Animals such as horses, cows, goats, or donkeys shall be limited in number to one (1) horse, one (1) cow, one (1) goat, or one (1) donkey per acre, or any combination thereof may be kept as long as the maximum number of the above stated animals does not exceed one (1) per acre and does not become a nuisance or threat to other owners. Shelter for these animals shall be located in the rear one-third (1/3) of the property, not visible from the road, a minimum of fifty feet (50') from the side property line, and neatly maintained. Any and all animals, including household pets, require appropriate fencing to confine them to their lot. No animal shall be permitted until this appropriate fencing is completed.

3. No junk or junkyards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles, or machinery, or other unsightly storage of personal property be permitted.

4. No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.

5. No hunting shall be permitted. No fireworks shall be permitted.

6. No residence shall be erected on any part of said property or building site having less than two thousand (2000) square feet of floor space livable area in main building with one-half (1/2) thereof of masonry construction, with exception of Log homes which will not require one-half (1/2) of masonry construction.

7. All buildings erected on the premises shall be of new construction and materials. No buildings or portion of building of old material may be moved into said subdivision.

8. It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. The entire exterior walls of all dwelling units or other buildings hereafter constructed must be completed within one year after the commencement of work thereon or the placing of materials therefor on said property, whichever occurs the earliest, and in connection therewith it is understood that by the use of the word "completed", is also meant the finishing of all such exterior walls.

9. With the exception of the Estate Section Tracts, no more than one residence shall be erected per tract. However, one guest/servant house may also be built provided said guest/server house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved by the architectural control committee.

10. No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; all septic tanks must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body for compliance purposes hereunder.

11. No tents, campers or trailers shall be used on any of the property for residential purposes, on a temporary or permanent basis. No pre-manufactured, modular, trailer or any other structure not built on site shall be permitted

12. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. Waste placed by the roadway for pickup shall be in disposable containers.

13. No structures used for storage purposes shall be erected or placed upon any parcel which will be visible from any roadway, unless placed within the most rear one-third (1/3) of the parcel, that being such portion farthest away from any roadway. All such structures shall be neatly maintained.

14. With the exception of Tracts located in the Estate Section, no re-subdivision of any tract shall be permitted except that this restriction shall not apply to any tract acquired by the Veterans Land Board of the State of Texas nor to any tract mortgaged for construction purposes and subsequently foreclosed upon.

15. In the Estate Section, no more than one residence per five (5.0) areas shall be erected. Tracts in the Estate Section may be re-subdivided into tracts of five acres or more. Each re-subdivided tract will then be subject to and shall adhere to all of the restrictions governing tracks in Section I and II of Crystal Mountain. Any such re-subdivision could result in the loss of the agricultural exemption and a rollback tax which will be the responsibility of the tract owner.

16. Through December 31, 2002, Crystal Mountain LTD intends to either maintain a cow/calf cattle operation or to lease the Estate Section land for such cattle operation. Crystal Mountain LTD or its lease assignee will maintain the exterior fencing of all tracts in the Estate Section in return for the grass lease for their cattle. At the end of 2002, all Estate Section owners will have the option of either jointly leasing their grazing rights or individually establishing their own agricultural basis for continuing their agricultural exemption. Any purchaser of any tract of land in the Estate Section who elects not to have cattle grazed upon his property will need to fence off his property. Any change of use of the property could result in the loss of the agricultural exemption and a rollback tax which will be the responsibility of the tract owner.

B. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are located in a strip thirty (30') feet in width adjacent to the sixty (60') foot road easement, as shown on the plat of the subdivision and a ten (10') foot easement along all the property lines of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Owner. Any owner who purchases two or more contiguous tracts shall have the right to abandon the interior lot line easement or easements without the consent or approval of the Architectural Control Committee or the Association provided that the utility companies do not foresee a need for the easement. Also, there will be an equestrian/walkway easement within the sixty (60') foot road easement. Horses will not be allowed to roam the easement unoccupied or to be tied up in the easement without the consent of the adjacent landowner and for a period not to exceed eight (8) hours.

C. LANDOWNERS' AGREEMENT

At such time that one hundred (100%) percent of the tracts have been sold and conveyed by Declarant or when it is deemed reasonable and proper by Declarant, a Property Owners Association shall be created to be made up of the Owners of the property within CRYSTAL MOUNTAIN (the subdivision). A governing board of at least three (3) officers shall be elected by owners within the subdivision. Election of officers shall be made annually. The initial Association shall require the approval of a majority of the votes of property owners. Amendment of the by-laws shall require a three-fourths (3/4) vote of the property owners.

One Declarant shall have authority to serve as the Architectural Control Committee, until such time as all of the property within the subdivision has been sold by Declarant or when declarant deems necessary. The member shall be appointed by Declarant.

In order to provide for the repair, and maintenance of any roads within the subdivision, Declarant, for the benefit of itself and each successor owner of a tract within the subdivision, hereby binds Declarant and Declarant's successors and assigns, as follows:

At any time and from time to time as any of the common areas in the subdivision are not being maintained by Blanco County, a city, or other type of taxing authority within which the subdivision is located, Declarant may convey such roads to a nonprofit corporation, or other organization, formed by Declarant for the purpose of owning, maintaining, operating and repairing the common areas (the "Association") which shall have such supervisory authority to provide for the property maintenance, repairs and operation of the common areas as may be appropriate to the subdivision. The Association shall not be liable to any owner of any interest in such subdivision for any damage, claim or expense, for the manner in which said common areas are operated, maintained and repaired, or for failure to operate maintain or repair such common areas.

Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separate from ownership of a tract. Each tract owner shall have one vote per tract. ONLY the Declarant, at his sole judgment, shall change, add to, make amendments, or give variances to the restrictive covenants until all lots are sold. Thereafter, such changes, additions, or amendments shall require the consent of two-thirds (2/3rds) of the property owners, provided however, the Architectural Control Committee shall grant variances when required to maintain the integrity of the property, enhance the property, save trees, or utilize a better building site.

Additional property and common areas may be annexed to or associated with the subdivision at any time, subject to Declarant.

In order to provide a fund for the proper maintenance of such common areas (hereinafter called "Maintenance Fund") including, but not limited to payment of taxes on common areas and maintenance of roadways, there is hereby imposed upon each tract in the subdivision an annual maintenance charge which initially shall not exceed two hundred (\$200) dollars per tract. When a tract in the Estate Section is re-subdivided, each resultant re-subdivided tract shall be subject to the same two hundred (\$200) dollar maintenance charge and all privileges, responsibilities, and obligations of all other tract owners. The annual assessment may not be increased by more than 10% per year prior to the formation and assumption of control by the Property Owners Association and then without the approval of a majority of the association. Once assessed such maintenance charge shall be payable at such intervals as selected from time to time by the Declarant or the Association by each owner of a tract in the subdivision. Any delinquent maintenance charge shall accrue interest at any annual rate determined from time to time by the Declarant or the Association (which shall not exceed the maximum lawful annual interest rate) from the date of delinquency until paid. The maintenance charge hereby imposed shall not apply to Declarant, or to any tract to which Declarant owns both the record and beneficial title.

Neither Declarant nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

The Declarant, until such time as he deems necessary, may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the common areas which the owners and/or occupants of tracts may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location. It is agreed and understood that the judgment of the Declarant, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Declarant or Association, as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each tract in the subdivision subject to such charge. There is hereby granted unto the Declarant or Association an express lien against each tract of the subdivision to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code 51.002) or a vendor's lien, without prejudge, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. The payment of the maintenance charge shall be prorated and paid at closing and continue thereafter every January 1st of the following years. Said lien and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purposes of making repairs or constructing dwellings or any other improvements whatsoever on any portion of any tract or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Declarant or Association, with respect thereto. The Declarant or Association may release or subordinate said lien and any other provision of this agreement, in whole or in part, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract or tracts within the subdivision.

Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by the Veteran's Land Board of the State of Texas (the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or encumbered with a lien to secure payment of the maintenance charge; however, payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

Any person negligently or willfully damaging or destroying all or any portion of the common areas shall be responsible to the Declarant or Association for damages, and the Declarant or Association shall use any funds collected by claim, lawsuit, or settlement agreement arising out of such damage or destruction, to repair such damage or destructions, to the extent of such funds.

The Declarant or Association shall have, and it is hereby granted, the full right, power and authority to dedicate and/or convey all of its rights, titles and interests in and to the common areas or any part thereof and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms hereof to a

public or quasi-public corporation or entity with the power to tax such as a city, Blanco County or a public district having such powers. All references to Declarant or Association shall apply with equal force and effect to any successor in interest to Association.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Architectural Control: No structure, building, fence or driveway shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structures has been approved by the Architectural Control Committee (Declarant) to quality of workmanship and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of Otis Cable, James R. Rau, Jack Waters and Larry Loessin. The Committee as required for these covenants, shall indicate approval or lack of it in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty (30) days plans and specifications that have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The duties of this office shall be turned over to the Property Owner's Association at such time as all the property within the subdivision has been sold by Declarant or when Declarant deems necessary. Two sets of plans must be submitted in order that one can be kept on file for any future references.

2. All walls and fences on boundary lines fronting any subdivision roads shall be approved by Architectural Control Committee and shall not be closer to street property lines than the Tract boundary line. Any fence or wall must be constructed of generally accepted new fencing materials and completed in a professional manner. No chain-link fencing shall be allowed. Fences and walls shall be completed within two (2) months of commencement date.

3. All dwellings, exclusive of open porches, garages, carports and patios, shall be of at least two thousand (2000) square feet.

E. BUILDING SET BACK LINES

1. Building set back lines shall be a guide to locating the house and varies as to location. This line is not meant to encourage all houses to be aligned but to retain the estate concept and place houses away from the roadway. It is encouraged for building sites to be a minimum of one hundred (100') feet from the front property line.

2. No building shall be located on any lot or tract less than fifty (50') feet from front property line, no less than twenty-five (25') feet from side property line. No structure shall be located nearer than fifty (50') feet to any side street. Barns and out buildings must be built to the rear of the main house and within one hundred (100') feet of the back property line.

3. No campers, buses, boats or recreational vehicles of any type shall be permitted on front one-half (1/2) of the lot or be visible from the roadway. No structure other than fencing shall be permitted closer than twenty-five (25') feet from any side property line.

F. MISCELLANEOUS

1. No commercial oil drilling, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any tract.

2. Since Crystal Mountain is designed to be a private, secure, and tranquil residential development, all owners and visitors will be restricted to a 25 miles per hour speed limit in order to protect walkers, joggers, cyclist, and horses.

3. If, through error or oversight or mistake, any owner of a parcel or land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels of said land to change, alter or violate any of the restrictions and limitations herein contained.

4. Declarant hereby retains the right, in the furtherance of the uniform plan for the development of such property as a residential neighborhood, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property imposed by this instrument, provided he, in the exercise of his best judgment and discretion, is of the opinion that any such amendment or variances would enhance the plan for the development of such property, save trees or utilize a better building site.

5. The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise of said land whether by descent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any parcel of such land, shall thereby agree to the covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Blanco County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired the title to, or the right to acquire title to, any parcel of land.

6. The restrictive covenants and use limitations herein published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land for a period of twenty (20) years unless by a vote of the owners of two-thirds (2/3rd) of the property herein described, taken prior to the expiration of said twenty (20) years and filed for record in the Deed Records of Blanco County, Texas, it is agreed that these restrictive covenants and use limitation shall terminate as to said land. The same percentage shall be required to amend these restrictions, with the exception that Declarant reserves the right to amend this instrument and grant variances as set out in Paragraph No. F2 above.

7. It is expressly understood that the undersigned, it's successors, legal representatives or assigns, or any one or more of the owners of parcels of said land, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both in order to prevent a breach thereof or to enforce the observance thereof, which remedy however shall not be exclusive and the undersigned, it's successors, legal representatives and assigns, or any other person or persons, owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

Witness our hands the 10th day of July, 2000, 1999.67c

CRYSTAL MOUNTAIN LTD., a Texas Limited Partnership

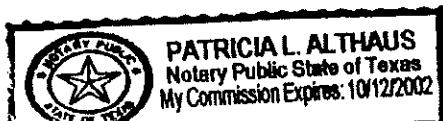
By Otis Cable
Otis Cable, General Partner

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BLANCO

2000 This instrument was acknowledged before me on this 10th day of July,
1999, by OTIS CABLE, General Partner of CRYSTAL MOUNTAIN, LTD., a Texas
Limited Partnership.



Patricia L. Althaus
NOTARY PUBLIC, State of Texas

(print or stamp name of Notary)
My commission expires _____

On this 10 day of July, 2000
11:49 AM
DOROTHY UCKER
COUNTY CLERK, BLANCO COUNTY, TEXAS
Dorothy Ucker

Any provision herein which restricts the sale, rental or use of the described
property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the
date and the time stamped hereon by the 1st day of JULY, 2000 in the Public records of Real Property of Blanco County, Texas on

JUL 12 2000

 Dorothy Ucker
COUNTY CLERK
BLANCO COUNTY, TEXAS

AMENDMENT TO DECLARATION OF EASMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS
CRYSTAL MOUNTAIN, LTD.

James R. Rau, Member of RAULW, LLC, the General Partner of Crystal Mountain, LTD. hereby amends the Declaration of Easements, Covenants, Conditions, and Restrictions Crystal Mountain, LTD, Page 130, Volume 0225, recorded July 12, 2000, by the County Clerk of Blanco County, Texas, as follows:

The paragraph reading "Additional property and common areas may be annexed to or associated with the subdivision at any time, subject to Declarant" is deleted in its entirety, and in its place is stated "No additional property or common areas may be annexed to or associated with the subdivision at any time".

James R. Rau
James R. Rau
Member, RAULW, LLC
General Partner
Crystal Mountain, LTD

STATE OF TEXAS
COUNTY OF Blanco

This instrument was acknowledged before me by James R. Rau on
July 12, 2006.

Naima Barry
Naima Barry
Notary Public, State of Texas

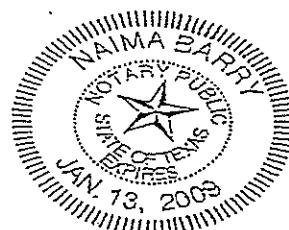
Filed this 29th day of August, 2006
9:21 A.M.

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Alma M. Wall (D) Depley

Return To:

James R. Rau
P.O. Box 190
Fischer, TX 78623

VOL 0348 PAGE 732



Any discrimination herein which restricts the sale, rental or use of the described
property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that the instrument was FILED in File Number Sequence on the
date and the time stamped herein by me and was duly RECORDED in Official
Public Records of Real Property of Blanco County, Texas on

SEP 05 2006



County Clerk
BLANCO COUNTY, TEXAS

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16
62

074632

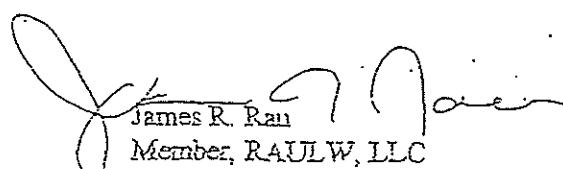
AMENDMENT TO DECLARATION OF EASMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS
CRYSTAL MOUNTAIN, LTD.

James R. Rau, Member of RAULW, LLC, the General Partner of Crystal Mountain, LTD. hereby amends the Declaration of Easements, Covenants, Conditions, and Restrictions Crystal Mountain, LTD, Page 130, Volume 0225, recorded July 12, 2000, by the County Clerk of Blanco County, Texas, as follows:

Anyone who purchases two or more contiguous tracts will be subject to one maintenance fee assessment and shall have one vote in the Property Owners Association. If the purchaser subsequently sells or under any circumstance builds on his contiguous lot, each tract will be subject to a maintenance fee and entitled to one vote in the Property Owners Association.

Filed this 6th day of Dec. 2007
8:37 A.M.

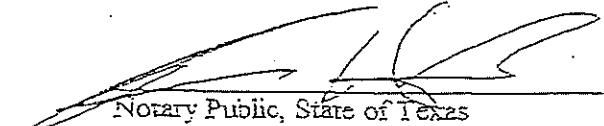
KAREN NEWMAN
County Clerk, Blanco County, Texas
By Yvonne M. McGehee Deputy



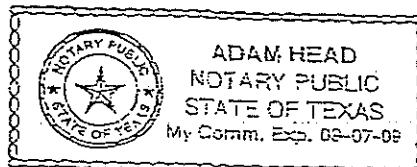
James R. Rau
Member, RAULW, LLC
General Partner
Crystal Mountain, LTD

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me by James R. Rau on
27 Nov, 2007.



Notary Public, State of Texas



Return to:
James R. Rau
P.O. Box 190
Fischer, TX 78623

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the
date and file line stamped herein by me and was duly RECORDED in Office
of the County Clerk of Blanco County, Texas.

DEC 06 2007

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AMENDMENT TO DECLARATION OF EASEMENTS,
 COVENANTS, CONDITIONS AND RESTRICTIONS,
 CRYSTAL MOUNTAIN SUBDIVISION,
 BLANCO COUNTY, TEXAS

WHEREAS, Crystal Mountain, Ltd., as Declarant, filed a Declaration of Easements, Covenants, Conditions, and Restrictions, Crystal Mountain, Ltd., which was duly recorded on July 12, 2000, in Page 130, Volume 0225, Official Public Records of Real Property of Blanco County, Texas;

WHEREAS, Section C of the Covenants provides for a maintenance fund assessment of \$200.00 per calendar year per tract; and

WHEREAS, pursuant to Section C of the Covenants, by way of a ballot election held in June 2008, a majority of the members of the Crystal Mountain Property Owners Association voted to increase the annual assessment by an additional amount of \$250.00 per year in order to establish a road maintenance fund.

NOW, THEREFORE, the Covenants are hereby amended to increase the annual maintenance fund from \$200.00 per tract to \$450.00 per tract, effective January 1, 2008. The annual road maintenance fund assessment of \$250.00 shall be payable in June of each calendar year, and the \$200.00 general fund assessment shall remain payable in January of each calendar year.

Dick Marshall

Dick Marshall, on Behalf of the Board of Governors, Crystal Mountain Property Owners Association

Filed this 10th day of Oct. 2008
8:35 A M

KAREN NEWMAN
 County Clerk, Blanco County, Texas
 By JULIA M. YOB Deputy

Don Reed

Don Reed, on Behalf of the Board of Governors, Crystal Mountain Property Owners Association

After recording, please return to:

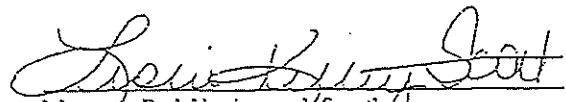
Crystal Mountain POA
 203 Crystal Mountain Dr.
 Round Mountain, Texas 78663

Jane Hunter

Jane Hunter, on Behalf of the Board of Governors, Crystal Mountain Property Owners Association

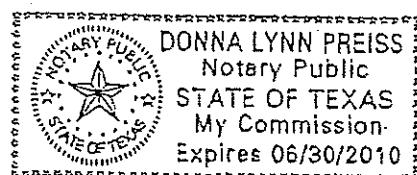
STATE OF TEXAS §
§
COUNTY OF TRAVIS §

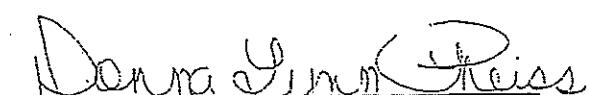
The foregoing instrument was acknowledged before me on this 3rd day of September, 2008, by Dick Marshall as a Member of the Board of Governors of the Crystal Mountain Property Owners Association as the act and deed of the Board.


Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF Blanco §

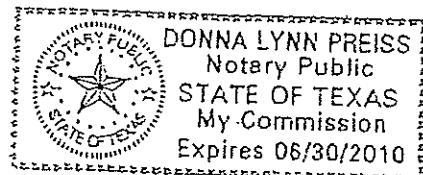
The foregoing instrument was acknowledged before me on this 15th day of October, 2008, by Don Reed in his capacity as a Member of the Board of Governors for the Crystal Mountain Property Owners Association as the act and deed of the Board.




Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF Blanco §

The foregoing instrument was acknowledged before me on this 15th day of October, 2008, by Jane Hunter in her capacity as a Member of the Board of Governors for the Crystal Mountain Property Owners Association as the act and deed of the Board.




Notary Public in and for the
State of Texas

141935

AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS,
CRYSTAL MOUNTAIN SUBDIVISION,
BLANCO COUNTY, TEXAS

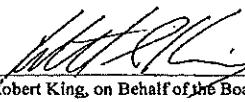
WHEREAS, Crystal Mountain, Ltd., as Declarant, filed a Declaration of Easements, Covenants, Conditions, and Restrictions, Crystal Mountain, Ltd., which was duly recorded on July 12, 2000, in Page 130, Volume 0225, Official Public Records of Real Property of Blanco County, Texas;

WHEREAS, Section C of the Covenants provides for a maintenance fund assessment of \$200.00 per calendar year per tract; and

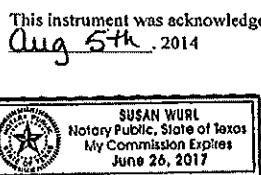
WHEREAS, an Amendment to Section C of the Covenants was duly recorded on October 6, 2008, in Page 0224, Volume 394, Official Public Records of Real Property of Blanco County, Texas, adding by a vote of the majority of the members of the Crystal Mountain Property Owners Association an annual road maintenance fund assessment of \$250.00, increasing the overall annual maintenance fee assessment from \$200.00 to \$450.00;

WHEREAS, pursuant to Section C of the Covenants, by way of a ballot election held in January 2014, a majority of the members of the Crystal Mountain Property Owners Association voted to increase the annual road maintenance fund from \$250.00 per tract to \$375.00 per tract effective January 1, 2014.

NOW, THEREFORE, the Covenants are hereby amended to increase the annual maintenance fund for general and road maintenance from \$450.00 per tract to \$575.00 per tract for each calendar year effective January 1, 2014, and shall be payable in January of each calendar year.


Robert King, on Behalf of the Board of
Governors, Crystal Mountain Property
Owners Association

STATE OF TEXAS
COUNTY OF Burnet



Filed this 5th day of Aug, 2014
1:02 PM

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Carrie Delp, Deputy

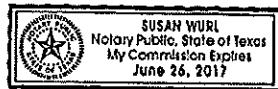
VOL 495 PAGE 0052

Page 2 Amendment to Declaration of Easements
Crystal Mountain Subdivision

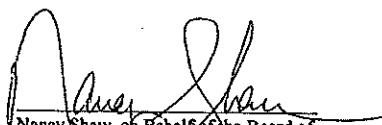

Joanne Dalland, on Behalf of the Board of
Governors, Crystal Mountain Property
Owners Association

STATE OF TEXAS
COUNTY OF Burnet

This instrument was acknowledged before me by Susan Wurl on
Aug 5th, 2014

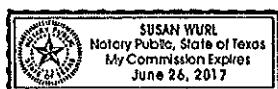


Susan Wurl
Notary Public, State of Texas


Nancy Shaw, on Behalf of the Board of
Governors, Crystal Mountain Property
Owners Association

STATE OF TEXAS
COUNTY OF Burnet

This instrument was acknowledged before me by Susan Wurl on
Aug 5th, 2014



Susan Wurl
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the
date and the time stamped herein by me and was duly RECORDED in Official
Public Records of Blanco County, Texas on

AUG 05 2014


Karen A. Newson
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 495 PAGE 0053

161179

AMENDMENT TO DECLARATIONS OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS,
CRYSTAL MOUNTAIN SUBDIVISION,
BLANCO COUNTY, TEXAS

WHEREAS, Crystal Mountain Ltd, as Declarant, filed a Declaration of Easements, Covenants, Conditions, and Restrictions, Crystal Mountain Subdivision (hereinafter "Covenants"), which was duly recorded on July 12, 2000, in Page 130, Volume 0225, Official Public Records of Real Property of Blanco County, Texas;

WHEREAS, the original developer of Crystal Mountain Subdivision, represented by Dr. James R. Rau, has sold and transferred all the original lots in the subdivision to individual owners;

WHEREAS, under Section C of the Covenants, the rights and authority to individual representatives of Declarant are therefore no longer in force, and control of the Covenant provisions for all purposes is assumed by the Crystal Mountain Property Owners Association;

WHEREAS, Section F, Paragraph 6 of the Covenants provides for expiration of such restrictive covenants and use limitations after 20 years unless a vote of two-thirds (2/3) of the owners prior to expiration indicates otherwise; and

WHEREAS, by way of a ballot election held in April 2016, a 2/3 majority of the members of the Crystal Mountain Property Owners Association voted to extend such restrictive covenants and use limitations until July 2040, subject to a two-thirds (2/3) vote at any later time to cause their expiration or amendment.

NOW, THEREFORE, the Covenants are hereby extended until July 2040, subject to a two-thirds (2/3) vote to bring about their expiration or amendment.

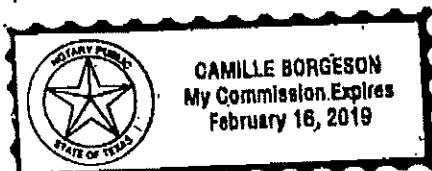
Filed this 22nd day of April 2016

2:52 P.M.
Laura Walla
County Clerk, Blanco County, Texas
By MM Deputy

Roger E. Lachele
Roger E. Lachele, on Behalf of the Board of Governors,
Crystal Mountain Property Owners Association

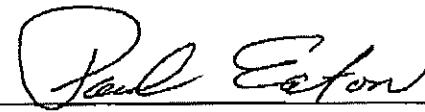
STATE OF TEXAS
COUNTY OF BLANCO

This instrument was acknowledged before me on this 22 day of April, 2016, by Roger E. Lachele as a Member of the Board of Governors of Crystal Mountain Property Owners Association as the act and deed of the Board.



Notary Public in and for the State of Texas

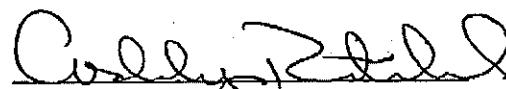
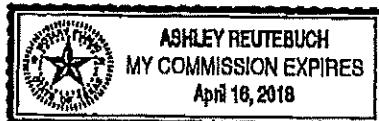
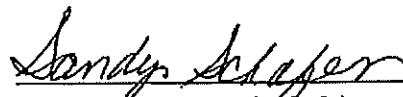
VOL 526 PAGE 02324



Paul Eaton, on Behalf of the Board of Governors,
Crystal Mountain Property Owners Association

STATE OF TEXAS
COUNTY OF Burnet

This instrument was acknowledged before me on this 21st day of April, 2016, by Paul Eaton as a Member of the Board of Governors of Crystal Mountain Property Owners Association as the act and deed of the Board.


Notary Public in and for the State of Texas
Sandy Schafer, on Behalf of the Board of Governors,
Crystal Mountain Property Owners Association

STATE OF TEXAS
COUNTY OF Burnet

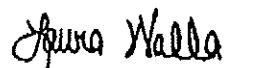
This instrument was acknowledged before me on this 18th day of April, 2016, by Sandy Schafer as a Member of the Board of Governors of Crystal Mountain Property Owners Association as the act and deed of the Board.


Notary Public in and for the State of Texas

After recording, please return to:
Crystal Mountain Property Owners Association
203 Crystal Mountain Dr., Round Mountain, TX 78663

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in file Number: Sequence on the
date and the time stamped herein by me and was duly RECORDED in Official
Public records of Blanco County, Texas on

APR 22 2016


Anna Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 526 PAGE 02331

193599

AMENDMENT TO DECLARATION, COVENANTS, CONDITIONS,
AND RESTRICTIONS
CRYSTAL MOUNTAIN, LTD

THE STATE OF TEXAS

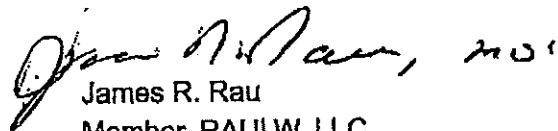
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO

001794

Paragraph 4, Page 130, Volume 0226, recorded July 12, 2000, by the County
Clerk of Blanco County, Texas is extended to add:

"The ownership and maintenance, operating and repairing of the roads and common areas are
hereby conveyed to the CRYSTAL MOUNTAIN OWNERS PROPERTY ASSOCIATION."

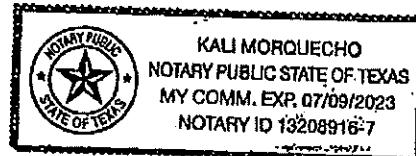


James R. Rau
Member, RAULW, LLC
General Partner
Crystal Mountain, LTD

STATE OF TEXAS
COUNTY OF Hays

This instrument was acknowledged before me by James R. Rau on
October 4, 2019.



Kali Morquecho
Notary Public, State of Texas

Filed this 22 day of Oct 2019
12:22 pm

Laura Walla
County Clerk, Blanco County, Texas
By Alenix Neech Deputy

STATE OF TEXAS
COUNTY OF BLANCO

I hereby certify that this instrument was FILED in File Number Sequence on the
date and the time stamped hereon by me and was duly RECORDED in Official
Public records of Blanco County, Texas on

OCT 22 2019



Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

200129

AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
CRYSTAL MOUNTAIN SUBDIVISION
BLANCO COUNTY, TEXAS

WHEREAS, Crystal Mountain Ltd, as Declarant, filed a Declaration of Easements, Covenants, Conditions, and Restrictions, Crystal Mountain Subdivision (hereinafter "Covenants"), which was duly recorded on July 12, 2000, in Page 130, Volume 0225, Official Public Records of Real Property of Blanco County, Texas;

WHEREAS, the original developer of Crystal Mountain Subdivision, represented by Dr. James R. Rau, has sold and transferred all the original lots in the subdivision to individual owners;

WHEREAS, under Section C of the Covenants, the rights and authority to individual representatives of Declarant are therefore no longer in force, and control of the Covenant provisions for all purposes is assumed by the Crystal Mountain Property Owners Association;

WHEREAS, Section C, Paragraph 5 of the Covenants provides that changes, additions, or amendments shall require consent of two-thirds (2/3) of the property owners; and

WHEREAS, by way of a ballot election completed in December 2019, a 2/3 majority of the owners in the Crystal Mountain Property Owners Association voted to add the following to the first paragraph of the Covenants after the words, "CRYSTAL MOUNTAIN, a subdivision in Blanco County, Texas":

"being more fully described on the maps and plats of the Plat Records of Blanco County, Texas, as follows:

In Volume 2, page 12, as Lots 1-23;
In Volume 2, page 15, as Lots 24-34 and Lots 37-51;
In Volume 2, page 13, as Estate Section Lots E1-E13; and
In Volume 2, page 15, as 14.43 acres deeded to John Cobb et al in Volume 226, page 742, subject to these covenants, and hereafter considered as Lot 36."

FURTHER, by way of the same ballot election completed in December 2019, a 2/3 majority of the owners in the Crystal Mountain Property Owners Association voted to amend Section F, Paragraph 6 to read as follows:

"The restrictive covenants and use limitations herein published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land for a period of twenty (20) years from the date these restrictions are recorded. These restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these restrictions are cancelled by a two-thirds (2/3rds) majority vote of the property owners certified by the Board of the Property Owners Association, and an appropriate document is recorded in the Deed Records of Blanco County, Texas, evidencing the cancellation of these restrictions."

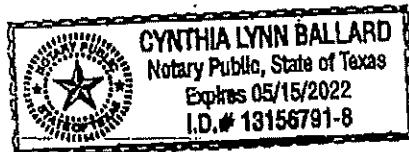
NOW, THEREFORE, the Covenants are hereby added to and amended as stated.

Charles Black

Charles Black, on Behalf of the Board of Governors,
Crystal Mountain Property Owners Association

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on this 31st day of December, 2019, by Charles Black as a Member of the Board of Governors of Crystal Mountain Property Owners Association as the act and deed of the Board.



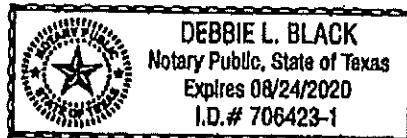
Cynthia L. Ballard
Notary Public in and for the State of Texas

Sally
Sally Sepulveda, on Behalf of the Board of Governors,
Crystal Mountain Property Owners Association

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on this 31st day of December, 2019, by Sally Sepulveda as a Member of the Board of Governors of Crystal Mountain Property Owners Association as the act and deed of the Board.

Debbie L. Black
Notary Public in and for the State of Texas

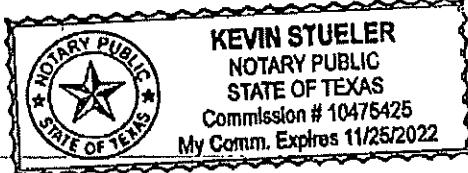


Roger Lachele

Roger Lachele, on Behalf of the Board of Governors,
Crystal Mountain Property Owners Association

STATE OF TEXAS
COUNTY OF BLANCO

This instrument was acknowledged before me on this 20th day of December, 2019, by Roger Lachele as a Member of the Board of Governors of Crystal Mountain Property Owners Association as the act and deed of the Board.



K. Stueler

Notary Public in and for the State of Texas

After recording, please return to:
Crystal Mountain Property Owners Association
203 Crystal Mountain Dr., Round Mountain, TX 78663

Filed this 14 day of Jan 20 20
10:14 A.M.

Laura Walla
County Clerk, Blanco County, Texas
By Laura Walla Deputy

STATE OF TEXAS
COUNTY OF BLANCO

I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

JAN 14 2020



Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

**AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
CRYSTAL MOUNTAIN SUBDIVISION
BLANCO COUNTY, TEXAS**

WHEREAS, Crystal Mountain Ltd. as Declarant, filed a Declaration of Easements, Covenants, Conditions and Restrictions, Crystal Mountain Subdivision (hereinafter "Covenants"), which was duly recorded on July 12, 2000, in Page 130, Volume 225, Official Public Records of Real Property of Blanco County;

WHEREAS, on November 27, 2007 the original developer of Crystal Mountain Subdivision represented by Dr. James R. Rau amended the Covenants, Section C. Paragraph 7 to provide: "Anyone who purchases two or more contiguous tracts will be subject to one maintenance fee assessment and shall have one vote in the Property Owners Association. If the purchaser subsequently sells or under any circumstance builds on his contiguous lot, each tract will be subject to a maintenance fee and entitled to one vote in the Property Owners Association";

WHEREAS, the original developer of Crystal mountain Subdivision represented by Dr. James R. Rau, has sold and transferred all the individual lots in the subdivision to individual owners;

WHEREAS, under Section C. of the Covenants, the rights and authority to individual representatives of Declarant are therefore no longer in force, and control of the Covenant provision for all purposes is assumed by the Crystal Mountain Property Owners Association;

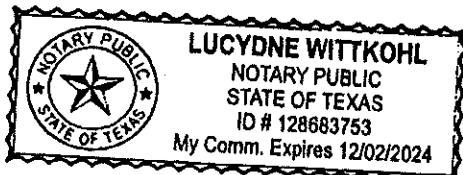
WHEREAS, Section C, Paragraph 5 of the Covenants provides that changes, additions, or amendments shall require consent of two thirds (2/3) of the property owners, and

WHEREAS, pursuant to Section C. of the Covenants, by way of a ballot election held in January 2021, a greater than 2/3 majority of the members of the Crystal Mountain Property Owners Association voted to approve an amendment to the Covenants Section C., as amended on November 27, 2007, as follows: "If the aforementioned "two or more contiguous tracts" are all transferred to another sole ownership, the assessment will remain the same: one fee equals one vote"

NOW THEREFORE, THE Covenants are hereby amended to add the following sentence to the end of Section C. Paragraph 7: "If the aforementioned "two or more contiguous tracts" are all transferred to another sole ownership, the assessment will remain the same: one fee equals one vote".

**Page 2. Amendment to Declaration
of Easements, Covenants, Conditions
and Restrictions Crystal Mountain Subdivision**

1. Note: This Amendment shall apply only to the following tracts which, at the time of this Amendment, had met the criteria of contiguous lots originally sold by the Developer: Lots 1 / 2/3 (sometimes referred to as E-15 on realtor maps in 2007 or later), Lots E-1/31/32, and Lots 21/22/23 (sometimes referred to as E-14 on realtor maps in 2007 or later).



A handwritten signature in black ink, appearing to read "Jennifer Olender".

Jennifer Olender, on Behalf of the
Board of Governors, Crystal Mountain
Property Owners Association

STATE OF TEXAS
COUNTY OF Blanco

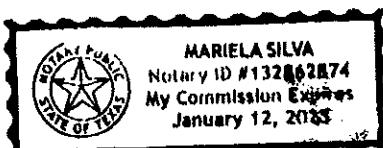
This instrument was acknowledged before me on this 10th day of May 2021
by Jennifer Olender as a member of the Board of Governors of Crystal Mountain Property
Owners Association as the act and deed of the Board.

A handwritten signature in black ink, appearing to read "Robert King".

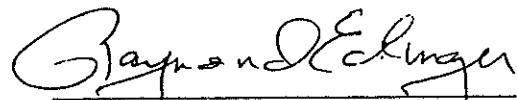
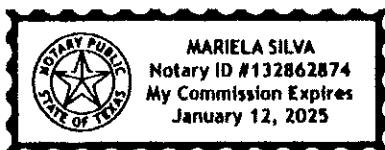
Robert King, on Behalf of the
Board of Governors, Crystal Mountain
Property Owners Association

STATE OF TEXAS
COUNTY OF Texas

This instrument was acknowledged before me on this 10th day of May 2021 by
Robert King as a member of the Board of Governors of Crystal Mountain Property Owners
Association as the act and deed of the Board.



**Page 3. Amendment to Declaration
of Easements, Covenants, Conditions
and Restrictions Crystal Mountain Subdivision**



Raymond Edinger, on Behalf of the
Board of Governors, Crystal Mountain
Property Owners Association

STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on this 14th day of May 2021
by Raymond Edinger as a member of the Board of Governors of Crystal Mountain Property
Owners Association as the act and deed of the Board.



Blanco County
Laura Walla
Blanco County Clerk

VG-29-2021-213098

Instrument Number: 213098

Real Property Recordings

Recorded On: May 28, 2021 10:01 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$29.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 213098

Record and Return To:

RAYMOND EDINGER

Receipt Number: 20210528000006

Recorded Date/Time: May 28, 2021 10:01 AM

User: Sheila M

Station: cclerk01



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

Indorsements: Inheritance Tax, Order Fixing and Assessing Inheritance Tax;
 Estate of W. F. Stribling, deceased, Filed the 7 day of July,
 A. D. 1950. J. A. Mayes, County Clerk,

No. 7605 INHERITANCE TAX RECEIPT--STATE OF TEXAS \$25,110.92
 Austin, Texas,

RECEIVED from Estate of W. F. Stribling, Twenty five thousand, One Hundred Ten and 92/100 dollars in payment of inheritance tax assessed against Estate of W. F. Stribling, deceased, resident of Llano County, inherited by D. M. Stribling, Mary F. Moursund, Bill Stribling, Clayton Stribling, Zelma Stotts and Opal Cohen.

Robert S. Calvert,

Comptroller of Public Accounts for the
 State of Texas.

Filed July 27, 1950, J. A. Mayes Clerk Co. Court Llano County, Texas.

The State of Texas, }
 County of Llano, } I, J. A. Mayes, Clerk County Court in and for Llano County, Texas,
 do hereby certify that the foregoing is a true and correct copy of:

- (1) Application for Probate of Will and Letters Testamentary;
- (2) Last Will and Testament of W. F. Stribling;
- (3) Citation;
- (4) Proof of the Last Will and Testament of W. F. Stribling, Deceased by Neal Sharp;
- (5) Proof of the Last Will and Testament of W. F. Stribling, deceased, by L. L. Parker
- (6) Order probating Will;
- (7) Oath of A. W. Moursund III. as Independent Executor;
- (8) Inventory and Appraisement of Estate of W. F. Stribling, deceased;
- (9) Order of Court approving Inventory, appraisement and list of Claims;
- (10) Preliminary Inheritance Tax Report;
- (11) Report of Appraisement by County Judge and Comptroller;
- (12) Order Fixing Inheritance Tax;
- (13) Inheritance Tax Receipt.

all in cause No. 1142 on the Probate Docket of said County Court, Estate of W. F. Stribling, deceased, as the same appears of record in book vol. 14, pages 235 to 240, and 315 to 322, of the Minutes of Probate Court of Llano County, Texas, on files in my office.

Witness my hand and seal of office, at Llano, Texas, this the 24th day of July, A. D. 1950.

J. A. Mayes
 Clerk County Court, Llano County, Texas.

(Seal)

FILED FOR RECORD JULY 27 A. D. 1950 at 3:30 P.M.
 C. H. STEVENSON, COUNTY CLERK, BLANCO COUNTY, TEXAS.
 RECORDED JULY 29 A. D. 1950 at 11:20 A.M.

RECORDED JULY 29 A. D. 1950 at 11:20 A.M.

THE STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF BLANCO }

That E. J. Thomas Jr. and wife Maud Thomas of 3211 Liberty St. Austin, Travis County, Texas, for and in consideration of Forty and no/100 Dollars (\$40.00) to us in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Blanco County, Texas, (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles or mades of wood, metal or other

materials, telephone and telegraph wire, props and guys); at or near the location and along the general course now located and staked out by the said Cooperative over, across and upon the following described lands located in Blanco County, Texas, to-wit:

A portion of that certain tract of land situated in Blanco Co., Texas conveyed to E. J. Thomas Jr. and wife Maud Thomas by Victoria Collins and husband R. A. Collins by deed dated 7-12-40 and being I tract of 160 acres lying within Survey #500, 1-tract of 150 acres lying within Survey #501, one tract of 159.4 acres lying within the South half of Survey #60; 1-tract of 178.5 acres lying within the Joseph Bird Survey #164 and another tract of 13.76 acres of land lying within the Aug. Schleben Survey #671; all as recorded on 7-16-40 in Vol. 63, on pages 381-385 Deed Records Blanco Co., Texas.

This easement shall consist of a strip of land one hundred feet wide along the following described centerline:

Beginning at a point of entrance in the line between Lucy Krogerrand E. J. Thomas 400 ft. south with said line from Ebings' south east corner, thence S. 4 deg. 28' W. for a distance of 4764 feet to a point of exit in the property line between Ed. W. Smith & Thomas 115 ft. from an inside north east corner of Smith.

Grantor warrants that grantor is the owner of said property and has the right to execute this easement.

The centerline described above is shown on plat attached hereto & marked Exhibit A and incorporated herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purposes of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same direction of said lines; the right to remove from said lands all trees and parts thereof, other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

Not more than towers, H-Frames, poles and guys, shall be erected along the course of said lines unless the said Cooperative, its successors or assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of \$5.00 in pasture, \$10.00 in field Dollars (\$5.00 in past. \$10. in field) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Cooperative, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number.

And I (er) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands(s) this 17 day of June 1950.

Sealed and delivered in the presence of: E. J. Thomas, Jr.
Maud Thomas

THE STATE OF TEXAS

COUNTY OF BURNET

BEFORE ME, John D. Nunnelly, a Notary Public in and for Burnet County, Texas, on this day personally appeared E. J. Thomas, Jr. and Maud Thomas, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Maud Thomas, wife of the said E. J. Thomas Jr., having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Maud Thomas, acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of June, 1960.

(Seal)

John D. Nunnally
Notary Public Burnet County, Texas.

FILED FOR RECORD JULY 21 A. M. 1950 at 8 A. M.
C. H. STEVENSON, COUNTY CLERK, BLANCO COUNTY, TEXAS,
RECORDED JULY 31 A. M. 1950 at 11 A. M.

PLAT REMOVED
TO
PLAT RECORD 1
PAGE 20

THE STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BLANCO }

That E. W. Smith of Round Mountain, Blanco County, Texas, for and in consideration of Thirty and no/100 -- Dollars (\$30,00) to me in hand paid by PEDERNALES ELECTRICO COOPERATIVE, INC. of Blanco County, Texas, (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Cooperative over, across and upon the following described lands located in Blanco County, Texas-to-wit:

A portion of that certain tract of land situated in Blanco Co. Texas, conveyed to Ed. W. Smith by deed dated 2-7-42 from Lon Gray Jr. & Eunice Gray being one tract of 63 acres of land more or less lying within the J.W.W. Wedekind No. 508 Survey and a second tract of 10 acres of land more or less lying within the #501 Survey, both as recorded 2-20-42 in Vol. 56 on page #49 Deed Records, Blanco Co. Texas.

This easement shall consist of a strip of land one hundred feet wide along the following

NO. 10 EASEMENT

THE STATE OF TEXAS,)

JOHNSON CITY- MARBLE FALLS
12.5 KV. DISTRIBUTION LINE
ER _____

COUNTY OF BLANCO.) KNOW ALL MEN BY THESE PRESENTS: That Miss Bertha Schroeder, feme sole, and Frank Schroeder, a single man and as co-owners of Blanco County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Blanco County, Texas, to-wit:

Being a description of the Texas Power & Light Company's Johnson City - Marble Falls 12.5 KV Distribution Line, (ER _____), as now surveyed and located across the land of B. Schroeder and F. Schroeder in the J. Bird and J. Davis Surveys, Blanco County, Texas.

Beginning at Survey Station 542 plus 62. Same being a point in the center of a property line running in a northwesterly and southeasterly direction, dividing the property of B. Schroeder and F. Schroeder and Alvin Kroll. Said point being 2 feet, more or less, northwest of a point where B. Schroeder and F. Schroeder's southwest property line intersects the northwest right of way line of State Highway No. 66.

Thence in a northeasterly direction for a distance of 3943 feet, more or less, to a T.P. & L. Co. angle pole located at Survey Station 582 plus 05.

Thence in a northeasterly direction for a distance of 2055 feet, more or less, to a T.P. & L. Co. angle pole and its attached guy located at Survey Station 602 plus 60.

Thence in a northeasterly direction for a distance of 835 feet, more or less, to Survey Station 610 plus 95. Same being a point in the center of a property line running in a northwesterly and southeasterly direction, dividing the property of B. Schroeder and F. Schroeder and Carl Kast. Said point being 2 feet, more or less, northwest of a point where B. Schroeder and F. Schroeder's northeast property line intersects the northwest right of way line of State Highway No. 66.

Beginning again at a T.P. & L. Co. angle pole located on the land of B. Schroeder and F. Schroeder at Survey Station 582 plus 05.

Thence in a southeasterly direction across State Highway No. 66 for a distance of 83 feet, more or less, to a T.P. & L. Co. stub and its attached down guy.

It is further understood and agreed that the Grantee herein shall pay for all damages to fences due to the construction, maintenance or operation of the aforesaid electric line.

Not more than 20 Poles, 1 stubs, and 2 guys, shall be erected along the course of said line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to relocate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said lines shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns; against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand this 13th day of April 1938.

Sealed and delivered in the presence of:

A. M. Stephens

Miss Bertha Schroeder

Frank Schroeder
As co-owners

THE STATE OF TEXAS,)

COUNTY OF BLANCO.) BEFORE ME, Hattie Gasparis, a Notary Public in and for Blanco County, Texas, on this day personally appeared Bertha Schroeder, a female known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of April, A.D. 1938.

Hattie Gasparis

(Seal)

Notary Public Blanco County, Texas.

THE STATE OF TEXAS,)

COUNTY OF BLANCO.) BEFORE ME, Hattie Gasparis, a Notary Public in and for Blanco County, Texas, on this day personally appeared Frank Schroeder, a single man known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of April, A.D. 1938.

Hattie Gasparis

(Seal)

Notary Public Blanco County, Texas

FILED FOR RECORD MAY 11, A.D. 1938 at 1 P.M.
T.E. PATTON, COUNTY CLERK, BLANCO COUNTY, TEXAS
RECORDED MAY 12, A.D. 1938 at 11:25 A.M.

NO. 9 EASEMENT

JOHNSON CITY - MARBLE FALLS

THE STATE OF TEXAS,)

12.5 KV DISTRIBUTION LINE

ER _____

COUNTY OF BLANCO.) KNOW ALL MEN BY THESE PRESENTS: That we, A. J. Kroll and wife Mrs. Myrtle Kroll of Blanco County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Blanco County, Texas, to-wit:

Being a description of the Texas Power & Light Company's Johnson City - Marble Falls 12.5 kv Distribution Line, (ER _____), as now surveyed and located across the land of A. J. Kroll in the J. Fehnele Survey, Blanco County, Texas.

Beginning at Survey Station 539 plus 46. Same being a point in the center of a property line running in a northwesterly and southeasterly direction, dividing the property of A. J. Kroll and a county road. Said point being 2 feet, more or less, northwest of a southeast property corner on the land of A. J. Kroll.

Thence in a northeasterly direction for a distance of 316 feet, more or less, to Survey Station 542 plus 62. Same being a point in the center of a property line running in a northwesterly and southeasterly direction, dividing the property of A. J. Kroll and B. Schroeder and F. Schroeder. Said point being 2 feet, more or less, northwest of a northeast property corner on the land of A. J. Kroll. Said northeast property corner being the intersection of A. J. Kroll's northeast property line with the northwest right of way line of State Highway No. 86.

Not more than 1 Poles, 0 stubs, and 0 guys, shall be erected along the course of said line.

THE STATE OF TEXAS) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BLANCO)

72/413
THAT we, HENRY PLAGOE and wife, FREDA PLAGGE, of the County of Blanco in the State of Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to us in hand paid by CLARENCE WAXLER, receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said CLARENCE WAXLER of Blanco County, Texas, all that certain lot or parcel of land lying and being situated in Blanco County, Texas, as follows, to-wit:

4305.59 square feet of land, the West part of the N. E. one-fourth (1/4) of Block 9 of Traweeks Addition to the town of Blanco, Texas, and is described by metes and bounds as follows, to wit:

Beginning at an iron pin set in the North line of Block 9, Traweeks Addition to the town of Blanco for the N. W. corner of the N. E. 1/4 of Block 9 as aforesaid;

Thence with the South line of Eleventh Street S. 70° E. 31 feet to an iron pin;

Thence S. 20° W. 138.89 feet to an iron pin;

Thence N. 70° W. 31 feet to an iron pin;

Thence N. 20° E. 138.89 feet to the place of beginning.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said CLARENCE WAXLER, his heirs and assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said CLARENCE WAXLER, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS OUR HANDS this the 22nd day of October, A. D. 1964.

Henry W. Plagge
Henry Plagge

Freda Plagge
Freda Plagge

\$.55 Documentary Stamps Cancelled.

THE STATE OF TEXAS)
COUNTY OF BLANCO)

BEFORE ME, the undersigned authority on this day personally appeared HENRY PLAGGE and FREDA PLAGGE, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Henry Plagge acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Freda Plagge, wife of the said Henry Plagge, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Freda Plagge acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of October, A. D. 1964.

(Seal) Hilda Kroll
(Hilda Kroll), Notary Public
Blanco County, Texas

FILED FOR RECORD OCTOBER 22, 1964 at 1:50 P.M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED OCTOBER 22, 1964 at 3:50 P.M.

THE STATE OF TEXAS) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BLANCO)

THAT WE, A. J. KROLL and wife, MYRTLE KROLL of the County of Blanco, State of Texas, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED FIFTY-ONE and 50/100 (\$1251.50) DOLLARS cash to us in hand paid by MARION T. BROWNING and wife, GERALDINE BROWNING, receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED and by these presents do

GRANT, SELL and CONVEY unto the said MARION T. BROWNING and wife, GERALDINE BROWNING of Blanco County, Texas, all that certain tract or parcel of land lying and being situated in Blanco County, Texas as follows, to-wit:

Being a tract of land located approximately one mile north of Round Mountain in Blanco County, Texas; and being part of a 223.43 ac. tract of land conveyed by Frank Schroeder et ux' to A. J. Kroll as recorded in the deed records of Blanco County, Vol. 56, Page 521-3; and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of this tract; said corner being the northwest corner of the Jacob Fehnle Survey No. 509; said corner also being N 89 deg 51' W, 477 ft. from the southeast corner of the R. Hamilton Survey No. 501;

THENCE with a fence line, said fence line being the common line of the Jacob Fehnle Sur. No. 509 and the R. Hamilton Sur. No. 501, S 89 deg. 51' E. a distance of 185.0 ft.;

THENCE S 89 deg 34' W a distance of 756.5 ft. to the southeast corner of this tract;

THENCE N 86 deg. 15' W a distance of 108.0 ft. to a point in a fence line, said fence line being the west line of the Jacob Fehnle Sur. No. 509;

THENCE N 3 deg 45' E with the fence line a distance of 741.0 ft. to the place of beginning.

The above described tract contains 2.503 Ac., more or less, all being out of the Jacob Fehnle Survey No. 509, as surveyed by Leo O. Mueller, Jr., Reg. Pro. Engr. September 16, 1964. together with the right of ingress and egress in and along that certain existing road which runs East and West from the above described 2.503 acres tract to U. S. Highway No. 281 and which existing road abuts the said 2.503 acres tract along its South boundary line.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said MARION T. BROWNING and wife, GERALDINE BROWNING, their heirs and assigns, FOREVER. And we do hereby bind ourselves, our heirs executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said MARION T. BROWNING and wife, GERALDINE BROWNING, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS OUR HANDS, this the 22nd day of OCTOBER, A. D. 1964.

A. J. Kroll
A. J. Kroll

Myrtle Kroll
Myrtle Kroll

\$.165 Documentary Stamps Cancelled.

THE STATE OF TEXAS)

COUNTY OF BLANCO)

BEFORE ME, the undersigned authority, on this day personally appeared A. J. KROLL and MYRTLE KROLL, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said A. J. KROLL acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said MYRTLE KROLL, wife of the said A. J. KROLL, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MYRTLE KROLL acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of OCTOBER, A.D. 1964.

Hilda Kroll (Hilda Kroll)
(Seal) Notary Public, Blanco County, Texas.

FILED FOR RECORD OCTOBER 22, 1964 at 2:30 P.M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED OCTOBER 22, 1964 at 4:35 P.M.

RECEIVED
AUG 10 1971
General Land Office

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BLANCO)

THAT WE, E. J. THOMAS, JR. and wife, MARY MAUD THOMAS, of the County of Burnet, State of Texas, for and in consideration of the sum of TEN THOUSAND AND NO/100 (\$10, 000.00) DOLLARS to us in hand paid by VETERANS LAND BOARD OF THE STATE OF TEXAS, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said VETERANS LAND BOARD OF THE STATE OF TEXAS, all that certain tract or parcel of land situated in the County of Blanco, State of Texas, described as follows, to-wit:

A 20.00 acre tract of land out of the Robert Hamilton Survey No. 501; BEGINNING at an iron stake set at the S. E. Corner of said Robert Hamilton Survey; Thence N 89° 19' W 589.96 ft., with a fence to an iron stake; Thence S 89° 53' W 160.00 ft., with said fence to an iron stake; Thence North 1160.18 ft. to an iron stake set in pasture; Thence S 89° 52' E 749.92 ft. to an iron stake set in fence; Thence South 1165.18 ft. with said fence to the place of beginning, as surveyed by C. Lynn Willis, Registered Professional Engineer, April 21, 1971.

together with the free and uninterrupted use, liberty and easement of passing in and along a certain 30 ft. wide passageway or road to said above described 20 acre tract of land out of the Robert Hamilton Survey No. 501, such way being described as follows, to-wit:

Beginning 15 feet West of the Centerline of the termination at the South line of the Robert Hamilton Survey, of that certain easement granted to E. J. Thomas, Jr. by Ed. W. Smith, et ux and to E. J. Thomas, Jr. by A. J. Kroll, et ux, as recorded in Volume 56, Page 630 and Volume 56, Page 613 respectively of the Blanco County Deed Records, to which reference is made for description thereof.

RECEIVED

AUG 10 1971

General Land Office

Thence North 30 ft.
 Thence East 200 ft. to the west line of
 said 20 acre tract,
 Thence South 30 ft. to the Southwest
 corner of said 20 acre tract,
 Thence West 200 ft. to the place of
 beginning,

together with free ingress, egress and regress to the said VETERANS LAND BOARD OF THE STATE OF TEXAS, its successors, assigns and tenants, with wagons, carriages, cars or other vehicles, horses, mules and other livestock as by said Veterans Land Board of the State of Texas shall be necessary or convenient at all times or seasons, forever, in, along and upon said way.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said VETERANS LAND BOARD OF THE STATE OF TEXAS, its successors or assigns, FOREVER. And we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said VETERANS LAND BOARD OF THE STATE OF TEXAS, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS OUR HANDS this the 21st day of September,

A. D. 1971.

E. J. Thomas Jr
 E. J. Thomas, Jr.

Mary Maud Thomas
 Mary Maud Thomas

THE STATE OF TEXAS)
 COUNTY OF BLANCO)

BEFORE ME, the undersigned authority, on this day personally appeared E. J. THOMAS, JR. and wife, MARY MAUD THOMAS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st
 day of August, A. D. 1971.
September

Wilda Karp
Wilda Karp Notary Public
BLANCO County, Texas.

My commission expires 6/1/73.

acknowledged, and one vendor's lien note for the sum of \$8,000.00 executed by the grantee herein and payable to Gus A. Doering, of even date with this deed, with interest thereon at the rate of 4½% per annum from date, which note is payable in installments of \$300.00 and interest due on said note per year, the first installment being due on November 1, 1945, and a like installment of principal and interest being due on the 1st day of November of each year thereafter until fourteen of such installments have been paid, and the balance of the principal and interest due on said note shall be paid at the end of the fifteenth year after the date of said note and with the further provision that the maker of said note shall have the option to pay an additional amount of 20% of the principal of said note on any date on which any of the installments aforesaid are due, and to secure said note the vendor's lien is hereby expressly retained upon the above described property and premises until said note and all interest thereon are fully paid when this deed shall become absolute, and said note containing attorney's fees clause, accelerated maturity clause, and other clauses common to vendor's lien notes.

56/613

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Roy R. Rosa, his heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Roy R. Rosa, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS, this the 11th day of October, 1944.

\$22.00 documentary stamps canceled
THE STATE OF TEXAS,)

Gus A. Doering
Gus. A. Doering
Gretchen Doering
Gretchen Doering

COUNTY OF TRAVIS.) BEFORE ME, the undersigned authority, on this day personally appeared
Gus A. Doering and Gretchen Doering, his wife, known to me to be the persons whose names are
subscribed to the foregoing instrument, and acknowledged to me that they executed the same
for the purposes and consideration therein expressed.

And the said GRETCHEN DOERING, wife of the said Gus A. Doering, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Gretchen Doering, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 11th day of October, 1941.

Mrs. John Allen Jamison
Notary Public, Travis County, Texas

{Seal}

MRS. JOHN ALLEN JAMISON

FILED FOR RECORD NOVEMBER 4, A.D. 1944 at 11 A.M.
T.E. PATTON, COUNTY CLERK, BLANCO COUNTY, TEXAS
RECORDED NOVEMBER 4, A.D. 1944 at 5:20 P.M.

THE STATE OF TEXAS }

COUNTY OF BLANCO) KNOW ALL MEN BY THESE PRESENTS: That we, A. J. Kroll and wife, Myrtle
Kroll of Blanco County, Texas, for and in consideration of the sum of one (\$1.00) Dollar, to
us in hand paid by E. J. Thomas, Jr. of Blanco County, Texas, the receipt of which is hereby
acknowledged and for the purposes of defining the right of the said E. J. Thomas, Jr. to
egress and ingress over premises owned by us situated in the J. Fehnle Survey No. 509 in
Blanco County, Texas, we do hereby recognize the road as now used by the said Thomas traversing
our premises above mentioned, as a neighborhood road, and that he and his heirs and as-
signs shall continue to have said right to the use of said road so long as the same may be

necessary for the said Thomas and his heirs and assigns, to use the same as an outlet to U. S. Highway No. 281, and that said right shall extend to the tenants and employees of the said Thomas while residing upon the premises now occupied by the said Thomas.

Witness our hands this the 2nd day of November, A.D. 1944.

A. J. Kroll
Mrs. Myrtle Kroll

THE STATE OF TEXAS)

COUNTY OF BLANCO) BEFORE ME, the undersigned authority, on this day personally appeared A. J. Kroll and Myrtle Kroll, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Myrtle Kroll, the wife of the said A. J. Kroll, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Myrtle Kroll, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 7th day of November, A.D. 1944.

V. B. Goar
(Seal) Notary Public, Blanco County, Texas

FILED FOR RECORD NOVEMBER 7, A.D. 1944 at 1 P.M.
T.E. PATTON, COUNTY CLERK, BLANCO COUNTY, TEXAS
RECORDED NOVEMBER 7, A.D. 1944 at 5:20 P.M.

STATE OF TEXAS, COUNTY OF BLANCO.

Before me, the undersigned authority, on this day personally appeared Fritz Luersen and Mrs. Ada Luersen, both known to me to be credible persons, who, being duly sworn by me, state upon their respective oath as follows:

That affiant, Fritz Luersen, is a brother of George Luersen, Jr. deceased, and affiant, Mrs. Ada Luersen, is surviving wife of said George Luersen, Jr. deceased; that the father of said George Luersen and affiant, Fritz Luersen, was George Luersen Sr. and their mother was Helene Luersen, both of said parents having departed this life prior to the death of George Luersen Jr.; that affiants were acquainted with and familiar with the location of the land hereinafter described several years prior to January, 1917, and they know that George Luersen Sr. and his wife, Helene Luersen, claimed all of said land as their own property and had possession of the same until they conveyed to George Luersen Jr. about 100 acres of said land on January 11, 1917; that on or about January 11, 1917, affiant, Mrs. Ada Luersen and her said husband, George Luersen Jr., moved upon said 100 acres tract of land and built a good and lawful fence around same and held possession of and claimed said land until their sale of said land with other tracts to R. S. Colley on July 2, 1941; that from 1920 to 1924, by partition deeds and other conveyances, George Luersen Jr. became the owner of the land he and his wife sold to R. S. Colley except the tract of about 100 acres conveyed him by his father and mentioned above; that ever since about 1921 when said partition was made among the heirs of George Luersen Sr., deceased, the said George Luersen Jr. and his family resided upon and claimed the land he and his wife conveyed to R. S. Colley by deed dated July 2, 1941, and recorded in Vol. 54, page 204, of the deed records of Blanco County, Texas; that during all of said time the said George Luersen Jr. had said land enclosed by a good and lawful fence and asserted ownership of and paid taxes on the same as the taxes became due; that affiants have read the description of said tracts of land embraced in said deed and they say the boundary lines conform to the respective tracts so owned and held by George Luersen Jr. and his family; that since George Luersen and his wife conveyed said land to R. S. Colley in July, 1941, said land has been in the possession of said R. S. Colley, or

the above described property, premises and improvements, until the above described note and all interest thereon, are fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute,

Witness our hands at Burnet, Texas this 26th day of October A.D. 1944.

Jamm C. Lary
Christine Lary

\$3.85 documentary stamps canceled

THE STATE OF TEXAS, }

County of Burnet.) Before me, the undersigned authority, a Notary Public, in and for
Burnet County, Texas, on this day personally appeared Gamm C. Lary, and Mrs. Christine Lary,
wife of the said Gamm C. Lary, known to me to be the persons whose names are subscribed to
the foregoing instrument, and acknowledged to me that they executed the same for the purposes
and consideration therein expressed, and the said Mrs. Christine Lary wife of Gamm C. Lary,
having been examined by me, privily and apart from her husband, and having the same fully
explained to her, she, the said Mrs. Christine Lary, acknowledged such instrument to be her
act and deed, and declared that she had willingly signed the same for the purposes and con-
sideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 26th day of October A.D. 1944.

J. H. Chamberlain
Notary Public, Burnet Co., Texas.

FILED FOR RECORD NOVEMBER 27, A.D. 1944 at 4:15 P.M.
T.E. PATTON, COUNTY CLERK, BLANCO COUNTY, TEXAS
RECORDED NOVEMBER 27, A.D. 1944 at 5 P.M.

The State of Texas, }
County of Blanco, } KNOW ALL MEN BY THESE PRESENTS: That we, Ed. W. Smith, and wife,
Charlie May Smith, of Bexar County, Texas, for and in consideration of the sum of One Dollar
to us cash in hand paid, by E.J. Thomas Jr. of Blanco County, Texas, the receipt whereof is
hereby acknowledged, have this day, and do by these presents bargain, sell and convey unto
the said E. J. Thomas Jr. a right of way or easement for roadway purposes on, over and across
our land in Blanco County, Texas, it being a part of the J.F.W. Wedekind Survey No. 508,
said easement to extend from where the road from the Robert Hamilton Survey enters said J.
F. W. Wedekind Survey No. 508, and crosses ~~said~~ Wedekind Survey and enters the J. Fehnle
Survey No. 509, which belongs to Alvin Kroll, and said right of way and easement to be along
the road as it now exists, across ~~said~~ Wedekind Survey No. 508 to where it enters the J.
Fehnle Survey No. 509.

To Have and To Hold said easement or road way unto the said E. J. Thomas Jr. his heirs and assigns forever, so that he may have free egress, engress and regress to and for the said E. J. Thomas Jr. his heirs and assigns, and his tenants, with wagons, cars, other vehicles, horses, mules and cattle, to move along at all seasons forever, in, along, upon and out of said right of way or easement.

witness our hands this the 25th. day of November, A. D. 1944.

Ed. W. Smith
Carrie May Smith

The State of Texas,)

County of Bexar.) Before me, the undersigned authority, in and for Bexar County, Texas,
on this day personally appeared Ed. W. Smith and _____ Smith, his wife, both known to me
to be the persons whose names are subscribed to the foregoing instrument, and acknowledged
to me that they each executed the same for the purposes and consideration therein expressed,
and the said Carrie May Smith, wife of the said Ed. W. Smith, having been examined by me
privily and apart from her husband, and having the same fully explained to her, she, the said

Carrie May Smith, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 27 day of November, A.D. 1944.

T. J. Tatom
(Seal) T.J. TATOM, Notary Public, Bexar County, Texas
Notary Public, Bexar County, State of Texas

FILED FOR RECORD NOVEMBER 29, A.D. 1944 at 8:50 A.M.
T.E. PATTON, COUNTY CLERK, BLANCO COUNTY, TEXAS
RECORDED NOVEMBER 29, A.D. 1944 at 11:15 A.M.

THE STATE OF TEXAS)
County of Burnet.) Whereas, on the 26th day of October, A.D. 1944, Gamm C. Lary and wife,

Mrs. Christine Lary did execute and deliver to E. M. Klett, a certain deed of conveyance, wherein the parties first named did convey to the party last named, a fractional portion of the Jack Shackelford survey in Blanco County, Texas, in Johnson City, Texas;

And, whereas, as a part consideration for said land, the said E. M. Klett did execute and deliver to the said Gamm C. Lary one certain promissory note, of even date with said deed, and payable to Gamm C. Lary, or order, at Burnet, Texas; said note being for the sum of \$2150.00, due and payable Nov. 26th, 1944, fully described in said deed, recorded in Vol. ___, page ___, of the Deed Records of Blanco County, Texas, to which reference is here made for a more particular description of said land and note, and a vendor's lien was expressly retained in such deed to secure the payment of said promissory note;

And, whereas, said promissory note has been fully paid off and discharged, both principal and interest, and at the time of its payment, said note was the property of the undersigned;

Now, therefore, know all men by these presents, that I, Gamm C. Lary, of the County of Burnet, State of Texas, for and in consideration of the premises and the full and final payment of said note, having remised, released, quit-claimed, discharged and acquitted, and by these presents do remise, release, quit-claim, discharge and acquit unto the said E. M. Klett, his heirs and assigns, the vendor's lien heretofore existing upon the land and premises aforesaid.

Witness my hand at Burnet, Texas, this the 24th day of November, A.D. 1944.

Gamm C. Lary

THE STATE OF TEXAS)

County of Burnet.) Before me, the undersigned authority in and for Burnet County, Texas, on this day personally appeared Gamm C. Lary, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 24th day of November, A.D. 1944.

J. H. Chamberlain
(Seal) Notary Public, Burnet Co., Texas

FILED FOR RECORD NOVEMBER 29, A.D. 1944 at 3:45 P.M.
T.E. PATTON, COUNTY CLERK, BLANCO COUNTY, TEXAS
RECORDED NOVEMBER 29, A.D. 1944 at 5 P.M.

THE STATE OF TEXAS,)
COUNTY OF BLANCO.) KNOW ALL MEN BY THESE PRESENTS: That we, J. J. Arrechea and wife,

Mary Arrechea, of the County of Blanco, State of Texas, for and in consideration of the sum of THREE HUNDRED (\$300.00) AND NO/100 DOLLARS, to us cash in hand paid, by Ed. T. Kealey, the receipt whereof is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents