

992211

CMA INVESTMENTS JOINT VENTURE      TO      THE PUBLIC

DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS      §

COUNTY OF GILLESPIE      §

WHEREAS, CMA INVESTMENTS JOINT VENTURE, composed of RICHARD STEHLING, JR. and CHARLES E. ITZ, are the owners of all tracts situated in SETTLERS RIDGE ESTATES, UNIT II, located in Gillespie County, Texas as described on a plat or subdivision map recorded in Volume 2, Page 163 of the Plat Records of Gillespie County, Texas;

WHEREAS, CMA INVESTMENTS JOINT VENTURE will convey the above described lands subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the above referred lands shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described lands or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any contract or deed which may hereafter be executed in connection with said lands or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

DEDICATION OF STREETS

The undersigned hereby dedicates to the public forever, for its use, the streets shown on the plat of SETTLERS RIDGE ESTATES, UNIT II, which plat has heretofore been referred to and incorporated by reference herein.

NOTE: To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitation of discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.

#### DEFINITIONS

"DEVELOPER" - Developer as used in these restrictions shall refer to CMA Investments Joint Venture, its heirs, successors or assigns.

"TRACT" - Tract or tracts shall mean and be defined as a separate single family residential building site as the same is added to, subdivided and described pursuant to and in accordance with the plat of the property and shall include any improvements from time to time constructed, erected, placed, installed or located thereon.

"OWNER" - Owner or owners shall mean a person or persons, entity or entities, including developer, holding a fee simple interest in any portion of the property.

"PERSON" - Person or persons shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

"PROPERTY" - Property shall mean and refer to that certain real property hereinbefore described as the subdivision and more particularly described as SETTLERS RIDGE ESTATES, UNIT II according to the plat of said subdivision as recorded in the Plat Records of Gillespie County, Texas.

#### RESTRICTIONS

1. All tracts shall be used solely for residential and agricultural purposes, including wildlife management as defined by the Texas Tax Code, and shall be limited to single family residence. Home occupations as defined herein are a permissible use. Only one permanent residence will be permitted on any one tract, provided, a second residence occupied exclusively by individuals related within the second degree of affinity or consanguinity to tract owners shall be permitted ("mother-in-law home").
2.
  - a. No single family dwelling house ("residence") containing less than 2,200 square feet of combined living area and attached enclosed garage area, exclusive of porches, breezeways, carports, or basements may be erected on any tract. Said dwelling shall contain a minimum of 1,700 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled. Detached garages are permitted provided setback requirements are complied with.
  - b. Multiple Story dwellings must contain not less than 2,000 square feet of combined living area and attached enclosed garages on the ground floor, exclusive of porches, breezeways, carports, or basements. The living area on the ground floor shall be a minimum of 1,500 square feet.

c. Servants quarters, one guest house and outbuildings may be constructed on the tract only after construction of the main dwelling house has been completed. A "Bed and Breakfast" shall be included in the definition of a guest house.

"Bed and Breakfast" are temporary lodging services which provide housing for its occupants for a duration of less than two weeks.

d. Open carports which shelter only automotive vehicles shall be permitted. All other carports shall be constructed in a manner so that the wall(s) or side(s) facing any street or streets which abuts the tract is enclosed to prevent and prohibit viewing of the interior of the carport from the street.

3. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to utilities including water, electrical and a solid waste disposal system all approved by the governing body controlling wells and solid waste disposal systems. The exterior of any building shall be completed no later than 8 months after laying the foundation of that respective building.
4. A dwelling house shall not be moved onto any tract. All dwelling houses serving as a main residence shall be constructed and built onsite. Mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling, nor stored on any tract. The term dwelling house (for purposes set out in this paragraph) shall include servants' quarters and guest's house.
5.
  - a. A single family dwelling house shall not be erected on any tract nearer than 50 feet from the front and side property lines, or 50 feet from rear property line. Any other buildings erected shall not be nearer than 80 feet from any property line abutting any and all streets and shall not be erected nearer than 25 feet from any side or rear property line. Placement of all animal shelters shall be to the rear of the residence and no nearer than 75 feet from any side or rear property line.
  - b. The following exceptions shall apply to the general setback requirements contained in paragraph 5 (a) above:
    - (i) The boundary of any tract within the subdivision which abuts property which is not within the subdivision shall not be subject to the setback requirements of paragraph 5(a) provided, however, to the extent a tract abuts the side property line of an adjacent tract within the subdivision, the side property line setback shall be enforced.
    - (ii) The front property line dwelling house setback for Tracts No. 51, 53 and 54 shall be thirty-five feet (35').
    - (iii) A single family dwelling house shall not be erected nearer than 35 feet from the common boundary line between tracts 51 and 52, tracts 52 and 53, tracts 53 and 54, and tracts 54 and 55.
    - (iv) In the event an Owner shall own title to two or more tracts which have a common boundary line, the building setback restrictions provided herein shall not apply to the common property line of the abutting tracts. Solely for purposes of determination of building setbacks, the tracts shall be treated as if they

constituted a single tract of land and there shall be no building setback as to the common boundary line so long as the tracts which share a common boundary line are owned by the same person.

c. Front property line herein shall mean any property line which abuts a street.

6. All dwelling houses shall have either (1) exterior masonry construction of brick, rock, stone, or stucco veneer, or (2) log construction, which individually or in combination cover not less than 70% of the exterior wall area. The exterior wall area shall not include the area occupied by doors, windows, garage doors, or gables.
7. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes, or other recreational vehicles, so long as it is not used as a permanent dwelling and is not stored closer to the street than the rear line of the residence. During the period of construction of a dwelling house, tract owners may camp in their recreational vehicles on the tract for a period not exceeding 8 months. No overnight camping is allowed at any other time.
8. All boats, boat trailers, stock trailers, or trailers of any kind, and all vehicles having a load capacity of greater than one (1) ton, shall be parked on the property of the tract owner to the rear of the main dwelling, and shall not be parked on any street or alley.
9. Re-subdivision of tracts shall not be permitted.
10. A church shall not be erected on any tract in this subdivision.
11. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any tract, road, or street in this subdivision.
12. Swine shall not be kept on any tract. Other livestock and pets shall be permitted provided said livestock and pets are sheltered and kept within the boundaries of said tract at all times, and they are not offensive to adjacent landowners by smell, sight, sound, or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e.: cow/calf operation) shall not be considered commercial breeding of animals. Notwithstanding the foregoing, cattle shall be limited to one animal unit per acre and horses shall be limited to one animal unit for every two acres. Small animals, such as sheep and goats shall be limited to two head per acre. The same guidelines concerning numbers of livestock per acre applies to exotic animals, and a lama, emu or ostrich shall be limited to one animal per acre.
13. Noxious or offensive activity shall not be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the subdivision. Owners are to keep their property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds. Disposal of any kind that would adversely affect the natural beauty and value of any tract shall not be allowed in the subdivision. Garbage or refuse shall not be buried on any tract.
14. Any fence constructed on any tract shall be of new material and professional in appearance, and completed in a good and

workmanlike manner regarding quality and appearance. No fence shall be constructed nearer than fifty feet (50') from the right of way boundary of any street which abuts the tract.

15. Hunting of animals and birds shall not be allowed on any tract. No rifle or handgun of any kind is to be discharged with the exception of 22 caliber using rat shot or a shotgun to be used to control varmints and predators. Prolonged or consistent discharge of firearms shall not be allowed on any tract. Any use of firearms, whatsoever, shall be by the Owner of the tract only, or the bonafide appointed caretaker designated by the owner. No firearms shall be discharged on the tracts other than for the purpose of the protection of the health, safety or welfare of an individual or in the protection of the health, safety or welfare of an individual's property or in the control of varmints and predators. At times of discharge of firearms, due regard shall be given to the personal safety of the owners of neighboring lots and shall be done in such a manner as not to pose a hazard or a nuisance to other property owners.
16. Tract owners shall not alter the natural drainage of surface water over and across said tracts.
17. Mineral exploration of any type which will damage the surface shall not be permitted on any tract.
18. No sign of any kind shall be displayed to the public view on any lot except one of not more than two square feet to identify the owner only, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All permitted signs shall be professional in appearance. The developer may erect signs of larger size in order to advertise the development as long as there remains any unsold lots in the development. Temporary garage sale signs are permitted for short periods, only.
19. No radio or television aerial wires, tower, antenna or other special television apparatus or equipment, satellite dish, dishes, disc or other transmission equipment shall be maintained on any portion of any tract forward of the front building line of the main structure and shall not be nearer than 25 feet from any side or rear property line. No radio or television tower or antenna shall be placed or maintained on any tract which height extends more than 70 feet above the surface of the tract at the point at which the tower is erected. No guy wires or supporting cables shall be attached to radio or television towers, such towers must be freestanding. Telescopic tubular television towers with support wires may be erected upon or attached to a residence provided all support wires are attached and anchored to the residence.
20. The conduct of a home occupation shall be a permitted residential use. Home occupations are subject to, and defined as, the following:
  - a. The home occupation shall be conducted entirely within a dwelling unit which is the bona fide residence of the practitioner(s), or entirely within only one accessory garage building (not including a carport).
  - b. No person other than a family member who resides in the dwelling unit shall participate in the home occupation on the premises.

- c. The residential character of the tract and dwelling shall be maintained. No additional buildings shall be added on the property to accommodate the home occupation.
  - d. The home occupation shall not generate customer related vehicular traffic.
  - e. No direct selling of merchandise shall occur on the premises.
  - f. No equipment or materials associated with the home occupation shall be displayed or stored where visible from anywhere off the premises.
  - g. The occupation shall not produce external noise, vibration, smoke, dust, odor, heat, glare, fumes, electrical interference, or waste run-off outside the dwelling unit or on the property surrounding the dwelling unit.
  - h. No vehicle used in connection with the home occupation which requires a commercial driver's license to operate shall be parked on the tract.
  - i. The home occupation shall not be advertised by any signs on the premises, nor shall the street address of the home occupation be advertised through signs, billboards, television, radio, newspapers, or other forms of direct advertising.
21. All culverts, driveways and accessways from any tract onto any public roadway or street shall be constructed in compliance with the ordinances and regulations of Gillespie County, Texas, and no construction or erection of such culvert, driveway or accessway shall commence until a permit from Gillespie County, Texas has been obtained authorizing the erection or construction.

#### UTILITY EASEMENTS

All dedications, limitations, restrictions and reservations shown on the plat covering the property and all grants, dedications and easements, rights-of-way, restrictions and related rights made or reserved by Developer thereon, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Developer conveying any part of the property. Further, Developer hereby creates, declares, grants and reserves for the benefit of Developer, Central Texas Electric Cooperative, Inc. and any and all public or private providers of utility services to the subject property and their respective successors and assigns, a nonexclusive easement for utility purposes 10 feet in width along the side and front boundary lines of those tracts subject to this

utility easement as shown on the plat of the subdivision for the purposes of constructing, installing, inspecting, maintaining, repairing, and replacing from time to time any and all utility lines, systems or facilities. Further, Developer reserves the right and all owners agree to cooperate, to grant, dedicate and reserve and otherwise create at any time or from time to time rights of way easements for public utility purposes including but without limitation, gas, water, electricity, telephone, sanitary sewer, drainage and cable television within 10 feet of the side and front property lines of those tracts shown on the plat as is necessary or efficient to supply all utilities to all tracts.

In the event there shall be a conflict or inconsistency between the dedications, limitations, restrictions, setbacks, easements and reservations shown on the plat covering the property and related rights made or reserved by Developer thereon, and the dedications, limitations, restrictions, setbacks, easements and reservations and related rights made or reserved by Developer herein (collectively "dedications and restrictions"), the dedications and restrictions contained herein shall be controlling and govern in the event of such conflict or inconsistency and each owner and the property shall be bound thereby.

#### ENTRANCE WAY

Developer has constructed and will maintain, repair and illuminate an entrance way into the Settlers Ridge Estates Subdivision at the intersection of Homestead Drive and U.S. Highway 290. Developer's obligation to maintain, repair and illuminate the entrance way shall be for a period ending on December 31, 2002. Thereafter, Developer shall have no further duty, obligation or responsibility to repair, maintain and illuminate the entrance way, such responsibility to be an obligation and burden of all tracts within the SETTLERS RIDGE ESTATES SUBDIVISION and the SETTLERS RIDGE ESTATES, UNIT II. Each tract owner of the subdivisions shall contribute proportionately to the cost and expense of repair, maintenance

and illumination of the entrance way. The proportionate share to be contributed by each tract owner shall be an amount which is the product of the fraction, the numerator of which is the number of tracts owned by each tract owner and the denominator is 55 multiplied by the amount required for maintenance, repair and illumination. Should any tract owner fail to contribute his proportionate share, a tract owner in either Settlers Ridge Estates Subdivision, a subdivision in Gillespie County, Texas, (herein "Settlers Ridge Estates Subdivision") as shown on map or plat thereof recorded in Volume 2, Page 129-131 of the Plat Records of Gillespie County, Texas, or of Settlers Ridge Estates, Unit II, shall have the right to bring a suit to recover the sums advanced on behalf of the defaulting tract owner together with court costs and reasonable attorney's fees incurred.

Discontinuance of Entrance Way Assessment. Developer has designed and constructed the entrance way to require only minimal maintenance and nominal operating costs for electric service for the entranceway lighting. Notwithstanding anything to the contrary contained within these restrictions, upon the affirmative vote of 60% of the property owners within the Settlers Ridge Estates Subdivision, and 60% of the property owners of the Settlers Ridge Estates, Unit II, each tract within each subdivision having one (1) vote, the obligation of payment of an assessment for the purpose of maintenance of the entranceway may be discontinued.

#### AMENDMENT

The restrictions, protective covenants and conditions shall be binding upon and inure to the benefit of all parties and all persons claiming under the Developer until December 31, 2011, at which time said restrictions, protective covenants and conditions shall be automatically extended until such time as 65% of the then owners of the tracts in said Subdivision shall execute an instrument waiving or amending the restrictions, protective covenants or conditions, each tract owner having one vote per each original tract as dedicated. A tract owner shall be the



record owner of legal title as shown by the Real Property Records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained. A copy of the amendments as recorded shall be forwarded to the last known address of all tract owners.

Notwithstanding anything to the contrary, Developer shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Developer, in its sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas.

#### PARTIAL INVALIDITY AND WAIVER

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this instrument or the application thereof shall not be affected thereby, nor shall any failure of the Developer or tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

#### ENFORCEMENT

The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in this subdivision or within the Settlers Ridge Estates Subdivision shall have the right to enforce, by any proceeding at law or in equity, all restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

Failure of Developer to take any action upon any breach or default shall not be deemed a waiver of their right to take

action upon any subsequent breach or default. Developer, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided tracts in the Subdivision controlled by these covenants. The reservation by Developer of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Developer shall not be subjected to any claim, demand, or cause of action from any lot owner by virtue of not enforcing any restrictions herein contained.

EXECUTED this the 11th day of May, 1999.

CMA INVESTMENTS JOINT VENTURE

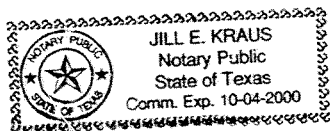
BY: Richard Stehling, Jr.  
RICHARD STEHLING JR., Joint  
Venturer

BY: Charles E. Itz  
CHARLES E. ITZ, Joint  
Venturer

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 11th day of May, 1999, by RICHARD STEHLING, JR. and CHARLES E. ITZ, Joint Venturers of CMA INVESTMENTS JOINT VENTURE.



Jill E. Kraus  
Notary Public, State of Texas

CONSENT TO RESTRICTIONS

SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, in its capacity as lienholder, consents to the Dedication and Restrictions as contained herein, and subordinates its lien to the same.

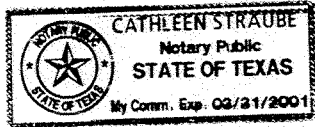
SECURITY STATE BANK AND TRUST,  
FREDERICKSBURG, TEXAS

BY: Gary Stehling, VP  
Printed  
Name: GARY STEHLING  
Title: VICE-PRES.

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 11<sup>th</sup> day of May, 1999, by Gary Stehling, Vice President of SECURITY STATE BANK AND TRUST, FREDERICKSBURG, TEXAS, on behalf of said bank.



Cathleen Straube  
Notary Public, State of Texas

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 371, Page 507-517 filmed on the 13th day of May, A.D. 1999

DEBBIE WAHL, Clerk, by Beth Seelig Deputy.  
Beth Seelig

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TITLE PAGE

Filed the 12th day of May A.D. 1999 at 8:51 o'clock A M.  
and recorded 13th day of May A.D. 1999 at 8:00 o'clock A. M.  
in Volume 371, pages 507-517 , Official Public Records of Real Property.

DEBBIE WAHL, Clerk County Court, Gillespie County, Texas.

Filmed by Beth Seelig Deputy.  
Beth Seelig

CMA INVESTMENTS JOINT VENTURE TOTHE PUBLICFIRST AMENDMENT OF DEDICATION AND RESTRICTIONS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE

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WHEREAS, CMA INVESTMENTS JOINT VENTURE has executed and filed that certain Dedication and Restrictions (herein "Dedication") dated May 11, 1999, recorded in Volume 371, Pages 507-517 of the Real Property Records of Gillespie County, Texas; and

WHEREAS, CMA INVESTMENTS JOINT VENTURE is the Developer as defined in the Dedication; and

WHEREAS, pursuant to the paragraph entitled AMENDMENT of the Dedication, Developer has reserved to itself, in Developer's sole discretion without any joinder or consent of any other party, the right to amend the Dedication for the purpose of correcting any error, ambiguity, or inconsistency appearing therein, or for any other reason whatsoever deemed necessary for the benefit of the overall development as determined by the Developer. Developer determines that the Amendments contained herein, are necessary to correct errors, ambiguities, or inconsistencies or for the benefit of the overall development of the subdivision;

NOW, THEREFORE, the DEDICATION AND RESTRICTIONS OF SETTLER'S RIDGE ESTATES, UNIT II are amended as follows:

AMENDMENT NO. 1

The Dedication shall be amended by deletion in its entirety of paragraph 9., RESTRICTIONS, and by the addition of the following to RESTRICTIONS as paragraph 9:

9. Subdivision of tracts shall not be permitted; provided however, modification adjustment, alteration or realignment of common lot lines by owners of abutting tracts shall not constitute subdivision.

The amendment herein shall be effective from and after the date that it is duly filed in the Official Public Records of Gillespie County, Texas.


The amendment herein shall be a burden running with the land and be enforceable by and against the undersigned, its heirs, successors and assigns, and all owners of property in the Settlers Ridge Estates, Unit II.

In all other respects, the provisions of DEDICATION AND RESTRICTIONS OF SETTLER'S RIDGE ESTATES, UNIT II shall continue in full force and effect as written without change.

EXECUTED this the 3<sup>rd</sup> day of April, 2006.

CMA INVESTMENTS JOINT VENTURE

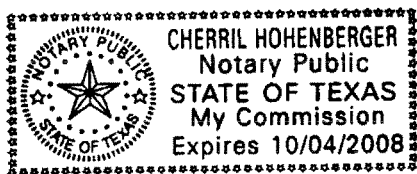
By:   
RICHARD STEHLING, JR.,  
Joint Venturer

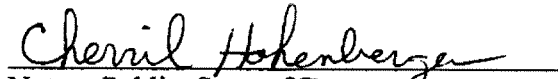
By:   
CHARLES E. ITZ, Joint Venturer

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 3 day of April, 2006, by RICHARD STEHLING, JR., Joint Venturer of CMA INVESTMENTS JOINT VENTURE.

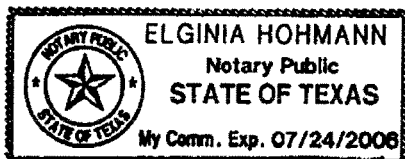


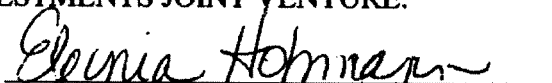
  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 4<sup>th</sup> day of April, 2006, by CHARLES E. ITZ, Joint Venturer of CMA INVESTMENTS JOINT VENTURE.



  
Notary Public, State of Texas

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**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



*Mary Lynn Rusche*

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

April 17, 2006 04:00:08 PM

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*Darwin Staal*