

CHERRY MOUNTAIN ESTATES

TO

THE PUBLIC

DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS X

COUNTY OF GILLESPIE X

WHEREAS, MARVIN G. PIPKIN and DRU C. PIPKIN, are the owners of all tracts situated in CHERRY MOUNTAIN ESTATES, located in Gillespie County, Texas and being those two (2) tracts of land described in Warranty Deeds from L. R. FRENCH, JR. to MARVIN G. PIPKIN and wife, DRU C. PIPKIN, dated April 9, 1993, filed for record under Volume 246, Page 248, and Volume 246, Page 265 of the Real Property Records of Gillespie County, Texas;

WHEREAS, MARVIN G. PIPKIN and wife, DRU C. PIPKIN 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.

I.

DEFINITIONS

1.01. "Owner" shall refer to the record owner whether one or more persons or entity, of the fee simple title to any portion of the above described land, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Tract" shall refer to any portion of the land, as owned by any owner.

II.

DEDICATION

2.01. MARVIN G. PIPKIN and DRU C. PIPKIN, hereby dedicate to the public for its use, the utility easements more specifically described on the plat of CHERRY MOUNTAIN ESTATES, found of record in Volume 2, Page 36 of the Plat Records of Gillespie County, Texas, for purposes of the installation and maintenance of electric, telephone, cable television, sewer and water utility lines. Such utility line easement incorporating the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, construct and reconstruct utility service lines of all types, whether buried or above ground,

together with the right of ingress to and egress from and across said premises to employees, contractors and subcontractors of the utilities owning such service lines.

### III.

#### RESTRICTIONS

3.01. Use of Land: All tracts in the subdivision known as CHERRY MOUNTAIN ESTATES shall be used solely for residential and agriculture use as restricted and set forth below.

A. Residential structures shall be limited to one per tract. Other structures that are expressly permitted include servants quarters, guest quarters, art or craft studios, playhouses, patios, cabanas, porches, gazebos, swimming pools, tennis courts, incidental household storage buildings, stables, radio and television receiving antennas, dish-type receivers of satellite signals and solar collectors, all however, must be located within the minimum setback lines as set forth in Section D.

B. No dwelling house shall be moved onto any tract. All dwelling houses in this subdivision shall be constructed and erected on site. The relocation or reconstruction of a structure of historic quality and integrity, to be used as an accessory building as permitted in Section A, shall be permitted. No mobile home, travel home, or modular unit of any type, shall be used as a dwelling or accessory building on the property at any time.

C. Owner may store their personal travel trailer, motor home or other recreational vehicle on the property, so long as it is not used as a permanent residence and is not stored closer than the

minimum setback lines set forth in Section D.

D. The minimum setback building line from the street front property line shall be one hundred feet (100'). No structure of any type shall be nearer than one hundred feet (100') from the street front property line. The minimum setback building line from the rear or any side property line shall be thirty feet (30'). No building or structure (other than perimeter fencing) of any type shall be permitted nearer than thirty feet (30') to any side or rear property line.

E. Only those home occupations that comply with the following limitations shall be permitted:

(i) 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 building, limited to fifteen hundred (1500) square feet, (not including a carport);

(ii) No person other than a family member who resides in the dwelling unit shall participate in the home occupation on the premises;

(iii) The residential character of the tract and dwelling shall be maintained. Neither the interior nor the exterior of the dwelling shall be structurally altered so as to require compliance with any applicable nonresidential construction codes to accommodate the home occupation. No additional buildings shall be added on the property to accommodate the home occupation;

(iv) The home occupation shall not generate customer

related vehicular traffic;

(v) No direct selling of merchandise shall occur on the premises;

(vi) No equipment or materials associated with the home occupation shall be displayed or stored where visible from anywhere off the premises;

(vii) 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;

(viii) No vehicle used in connection with the home occupation which requires a commercial driver's license to operate shall be parked on the premises or on any public road adjacent to the property;

(ix) 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;

(x) The following businesses or occupations are expressly prohibited as home occupations: animal hospitals, animal breeding, clinics, hospitals, contractor yards, dancing schools, junk yards, restaurants, rental outlets, vehicle repair shops or massage parlors.

F. Cottage industries that include artisans, artists, painters, photographers, musicians, writers, computer programmers, wood, metal or glass sculptor or fabricators, and other non-

offensive activities shall be permitted.

G. No industrial pursuit or enterprise shall be permitted to be conducted on the tract. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state (other than cottage industry pursuits described above), and shall be inclusive of, but not exclusive of auto painting and repair, heavy machinery operation or storage (other than tractors for agriculture use), welding or machine shop, concrete products manufacture. Agriculture use is declared not to be an industrial pursuit or enterprise.

H. Dogs, cats, domestic pets, livestock or animals other than swine may be kept on any tract provided they do not constitute a commercial livestock feeding or breeding operation, provided they are confined to owner's respective tract at all times, and they are not offensive to adjacent landowners by smell, sight, sound or otherwise.

### 3.02. Construction Requirements:

A. No single family dwelling house which contains less than 2000 square feet 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 1600 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled. Multiple story dwellings must contain not less than 2000 square feet of combined living area and attached enclosed garages on its

ground floor. The living area on its ground floor shall be a minimum of 1200 square feet.

B. New construction materials (except for used brick, stone, historic logs, timbers, beams, iron, or aged pine) shall be used in constructing any structures situated on a tract.

C. The roofing material utilized on the roof of any residential dwelling or accessory building shall be of high quality including composition shingle of architectural quality, cedar shingle, cedar shake, standing seam metal and all other high quality tile roofing material including, but not limited to, clay, slate, concrete or fiberglass.

D. The exterior of any building shall be completed not later than ten (10) months after laying the foundation of that respective building.

### 3.03. Other Restrictions.

A. No abandoned or inoperative automobiles, equipment or junk shall be permitted on the subject premises or upon any road adjoining said premises.

B. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood. Owners are to keep said property clean and neat in appearance and free of litter at all times. No disposal of any kind shall be allowed that would pollute any stream or body of water, or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of subject property and adjoining properties.

C. No garbage or refuse shall be burned or buried on any tract. The burning of limbs, brush, trees and building debris, in connection with the clearing of any tract in preparation for construction and landscaping and maintenance of tracts shall be permitted.

D. No re-subdivision shall be permitted within thirty (30) years from the date hereof.

E. No hunting shall be allowed on any tract or any prolonged or consistent discharge of firearms, such as skeet or trap.

F. No building shall be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other disposal system approved by the county and/or State Health Department or other governing body. All septic tanks shall be required to follow those requirements in place by the governing body at such time of installation.

G. No mineral exploration or commercial surface excavation of any type shall be allowed on any tract.

H. Tract owners shall not alter the natural drainage of surface water over and across the tract.

I. All side and rear perimeter fences to be erected on any tract shall be of quality material and completed, both in regard to quality and appearance, in a workmanlike manner.

J. All fencing fronting Cherry Mountain Loop shall be constructed of cedar rail similar in appearance to the cedar rail fence located at the entrance to the subdivision at the intersection of U.S. Highway 87 and Cherry Mountain Loop. All



upright posts shall have minimum tops of four inches (4") in diameter, and spaced at intervals of eight (8') to ten (10') feet. All rails shall have minimum diameters of three inches (3") and shall be of the identical height and spaced in the same manner as the cedar rail fence located at the entrance to the subdivision.

All fencing adjacent to the entry driveway extending into each tract shall consist of cedar rail as above described, or cedar rail using different configurations, or vertical cedar pickets.

All gates incorporated into the entry driveway, shall be constructed of either cedar rail, cedar picket, rough sawn boards, or iron (except aluminum). Paint treatment used within the entrance area should consist of colors that are suitable to and compatible with the natural landscape.

Bright colors, including but not limited to, red, orange, yellow, etc. may not be used in the entrance area.

K. On site water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements and any other applicable governmental laws, rules or regulations.

L. Tracts twenty-five (25) and twenty-six (26) shall have no access to, or ingress and egress from U.S. Highway 87. Access to these two (2) tracts shall be limited to Cherry Mountain Loop.

#### IV.

##### GENERAL PROVISIONS

4.01. MARVIN G. PIPKIN and DRU C. PIPKIN, or any Owner shall have the right to enforce, by any proceeding at law or in equity,

all restrictions, covenants and conditions now or hereafter imposed by the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.02. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

4.03. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by MARVIN G. PIPKIN and DRU C. PIPKIN or the Owner of any tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 27, 2023, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 27, 2023, by an instrument signed by MARVIN G. PIPKIN and DRU C. PIPKIN (unless such requirement is released or waived by appropriate document filed of record in the Real Property Records of Gillespie County, Texas) and not less than the Owners of sixty-six and two-thirds percent (66.666%) of the tracts within the subdivision. No amendment shall be effective until duly recorded in the Deed Records of Gillespie County, Texas, nor until the approval of any governmental regulatory body, which may be then

required, shall have been obtained.

EXECUTED this 27 day of December 1993.

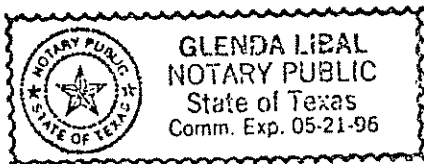
Marvin G. Pipkin  
MARVIN G. PIPKIN

Dr. C. Pipkin  
DRU C. PIPKIN

THE STATE OF TEXAS X

COUNTY OF Bexar X

This instrument was acknowledged before me on this the 27th  
day of December, 1993, by MARVIN G. PIPKIN and DRU C. PIPKIN.



Glenda L. Neal  
Notary Public in and for  
the State of Texas  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Stamped or printed name of notary

**AMENDMENT TO DEDICATION AND RESTRICTIONS OF**  
**CHERRY MOUNTAIN ESTATES TO THE PUBLIC**

953942  
We, the undersigned, being all of the owners of all tracts situated in Cherry Mountain Estates, do hereby agree to amend and modify the Dedication and Restrictions of Cherry Mountain Estates to the Public dated December 27, 1993, and duly filed of record in Volume 259, Page 515-559 of the Real Property Records of Gillespie County, Texas (hereinafter sometimes referred to as "Dedication and Restrictions"), as follows:

1. The preamble of Section 3.01 of such Dedication and Restrictions is hereby amended to read in its entirety as follows:

"3.01. Use of Land: All tracts in the subdivision known as CHERRY MOUNTAIN ESTATES shall be used solely for residential and agriculture use as restricted as set forth in 3.01 A-H of the above referenced Original Dedication and Restrictions; EXCEPT THAT, Lot 14 shall be allowed to be used solely, or in part for roadway access to adjoining property to the East."

The additional use provided for Lot 14, shall be deemed effective only in the event of and commencing at the time of a conveyance of such Lot 14 to Ted Stehling and wife, Sharon Stehling.

In all other respects, the provisions of the Dedication and Restrictions of Cherry Mountain Estates shall continue effective as written and without change.

EXECUTED in multiple counterparts and effective as of the date of the last signatory party.

DATE:

06-26-95

Charles E. Heintz  
CHARLES E. HEINTZ, Lot 12

DATE:

June 26 1995

Karen L. Heintz  
KAREN L. HEINTZ, Lot 12

DATE:

July 6, 1995

Merle William Aulenbacher  
MERLE WILLIAM AULENBACHER  
Lot 13

DATE:

July 6 1995

Carolyn A. Aulenbacher  
CAROLYN A. AULENBACHER, Lot 13

DATE:

June 5, 1995

Michael E. McBride  
MICHAEL E. MCBRIDE, Lots 15 & 16

DATE:

June 5, 1995

Jennifer D. McBride  
JENNIFER D. MCBRIDE  
Lots 15 & 16

DATE:

July 19, 1995

R. W. George  
R. W. GEORGE, Lot 24

DATE:

July 19, 1995

Carol George  
CAROL GEORGE, Lot 24

DATE:

8/30/95

Michael Anthony Schandua  
MICHAEL ANTHONY SCHANDUA  
Lot 26

DATE:

Aug. 14, 1995

Gaye Lynn Schandua  
GAYE LYNN SCHANDUA, Lot 26

9-14-95

Lots 1-11, 14, 17-22, 25, 27-30

9-14-95

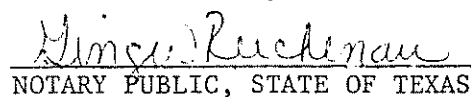
Lots 1-11, 14, 17-22, 25, 27-30

9-29-95

Lot 23

Y

29th



STATE OF TEXAS

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COUNTY OF Montgomery

This instrument was acknowledged before me on this 28<sup>th</sup> day  
of June, 1995, by CHARLES E. HEINTZ.

Beverly Plumlee  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

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COUNTY OF Montgomery

This instrument was acknowledged before me on this 28<sup>th</sup> day  
of June, 1995, by KAREN L. HEINTZ.

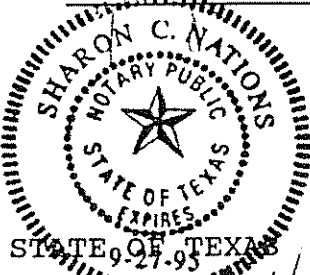
Beverly Plumlee  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

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COUNTY OF Harris

This instrument was acknowledged before me on this 6<sup>th</sup> day  
of July, 1995, by MERLE WILLIAM AULENBACHER.



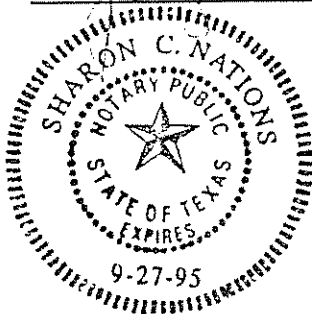
Sharon C. Nations  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

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COUNTY OF Harris

This instrument was acknowledged before me on this 6<sup>th</sup> day  
of July, 1995, by CAROLYN A. AULENBACHER.



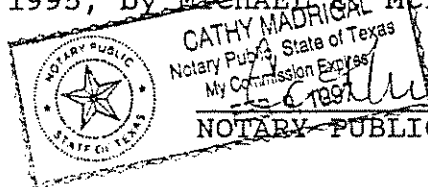
Sharon C. Nations  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Travis

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This instrument was acknowledged before me on this 5 day  
of June, 1995, by MICHAEL E. MCBRIDE.



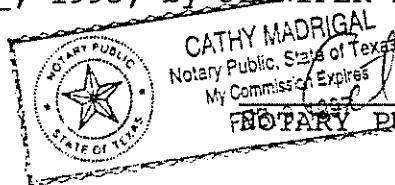
Cathy Madrigal  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Travis

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This instrument was acknowledged before me on this 5 day  
of June, 1995, by JENNIFER D. MCBRIDE.



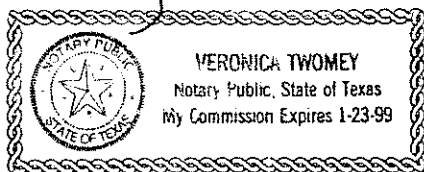
Cathy Madrigal  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Harris

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This instrument was acknowledged before me on this 19 day  
of July, 1995, by R. W. GEORGE.



Veronica Twomey  
NOTARY PUBLIC, STATE OF TEXAS

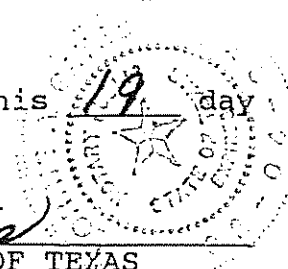
STATE OF TEXAS

COUNTY OF Montgomery

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This instrument was acknowledged before me on this 19 day  
of July, 1995, by CAROL GEORGE.

Lorrie Gates  
NOTARY PUBLIC, STATE OF TEXAS

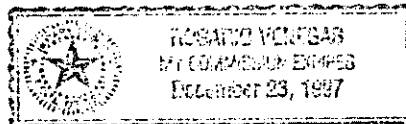




STATE OF TEXAS

COUNTY OF Kerr

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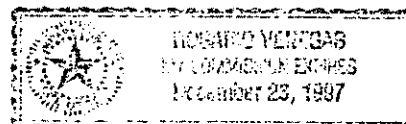
This instrument was acknowledged before me on this 1<sup>st</sup> day of September, 1995, by MICHAEL ANTHONY SCHANDUA.

Roberto Ventgas  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Kerr

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This instrument was acknowledged before me on this 1<sup>st</sup> day of September, 1995, by GAYE LYNN SCHANDUA.

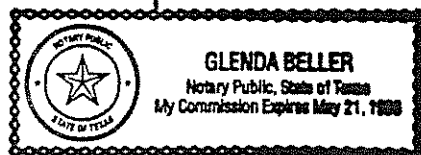
Roberto Ventgas  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Bexar

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This instrument was acknowledged before me on this 14<sup>th</sup> day of September, 1995, by MARVIN G. PIPKIN.



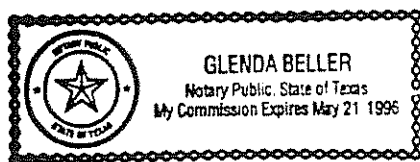
Glenda Beller  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Bexar

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This instrument was acknowledged before me on this 17<sup>th</sup> day of October, 1995, by DRU C. PIPKIN.



Glenda Beller  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

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COUNTY OF

Bell

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This instrument was acknowledged before me on this 7th day  
of August, 1995, by MICHAEL ANTHONY SCHANDUA.



BECKY WALLACE, Notary Public  
In and for the State of Texas  
Commission Expires 01-03-00

Becky Wallace  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

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COUNTY OF

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This instrument was acknowledged before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 1995, by GAYE LYNN SCHANDUA.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

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COUNTY OF

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This instrument was acknowledged before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 1995, by MARVIN G. PIPKIN.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

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COUNTY OF

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This instrument was acknowledged before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 1995, by DRU C. PIPKIN.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Mr. Marvin G. Pipkin  
112 E. Pecan, Suite 2600  
San Antonio, Texas 78205

43/381-382 DR

✓ L.B.Cummings

to  
MINERAL DEED

A.E.King ✓

KNOW ALL MEN BY THESE PRESENTS, THAT L.B.Cummings, of Wichita County, State of Texas for and in consideration of the sum of --One-- Dollars (\$1.00) cash in hand paid by A.E.King, hereinafter called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto the said Grantee an undivided -200/626ths-- interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Gillespie County, State of Texas to-wit:

Abstract No.	Cert.No.	Surv.No.	Orig.Grantee	No.Acres.
1561			Permion L.	160
319	13/2822	887	H. & G.N.R.R.Co.	68
723	774	794	Wartenbach, Wm.	100
975		887	Stehling, Armandus	5
1046	13/2631	894	Thiele Adolf	133
		750	Not abstracted	160

The above described land is all the land owned by Lina Launghennig in the above described surveys. For a more complete description reference is hereby made to the Deed records of Gillespie County, Texas, of Section \_\_\_\_ Township \_\_\_\_ Range \_\_\_\_ containing 626 acres more or less together with the right of ingress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. Said land being now under an oil and gas lease executed in favor of E.H.Cunningham, it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes -200/626ths- of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described. It is understood and agreed that -200/626ths- of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided -200/626ths- of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee owning -200/626ths- of all oil, gas and other minerals in and under said lands, together with -200/626ths- interest in all future events. To have and to hold the above described property, together with all

and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, his heirs and assigns forever; and he does hereby bind his heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. WITNESS My hand this 12th day of June 1929.

L B Cummings

STATE OF Oklahoma )

) ss.

COUNTY OF Oklahoma) DE IT REMEMBERED, That on this 12 day of December A.D. 1929 before me a Notary Public in and for said County and State, personally appeared L.B. Cummings, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the use and purpose therein set forth. In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

(Seal)

My commission expires Nov 1, 1933

Bertha V Scifort  
Notary Public

Filed for record in my office the 10th day of September, A.D., 1931, at 8:20 o'clock A.M. and duly recorded the 14th day of September, A.D., 1931, at 11:51 o'clock A.M. in Vol. 43 on pages 381 and 382.

Albert E. Klett, Clk. Co. Ct. Gillespie County, Texas.

43/382-383 DR

A.E.King

to  
MINERAL DEED

Ira L.Rupley

KNOW ALL MEN BY THESE PRESENTS, THAT A.E.King of Oklahoma County, State of Oklahoma for and in consideration of the sum of --one--Dollars (\$1.00) cash in hand paid by Ira L.Rupley herein after called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee an undivided 200-626ths interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Gillespie County, State of Texas to-wit:

Abstract No.	Cert.No.	Surv.No.	Original Grantee	No. Acres
1561			Pormien L.	160
319	13/2822	857	H. & G.N.R.R.Co.	68
723	774	794	Watenbach, Wm.	100
975		858	Stehling Amandus	5
1046	13/2631	894	Thiele Adolf	133
		750	Not abstracted	160

The above described

land is all the land owned by Lina Langgehennig in the above described surveys. For a more complete description, reference is hereby made to the Deed Records of Gillespie County, Texas. of Section \_\_\_\_ Township \_\_\_\_ Range \_\_\_\_ containing 626 acres more or less together with the right of ingress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. Said land being now under an oil and gas lease executed in favor of E.H.Cunningham, it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes 200/626 of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described. It is understood and agreed that --200/626-- of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided 200/626 of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee owning 200-626 of all oil, gas and other minerals in and under said lands, together with 200-626 interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, his heirs and assigns

forever;and he does hereby bind his heirs,executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. WITNESS My hand this 20th day of September,1930.

A E King

STATE OF Oklahoma )  
COUNTY OF Oklahoma )ss.

BE IT REMEMBERED,That on this 20th day of September A.D.1930.before me a Notary Public in and for said county and state,personally appeared A.E.King to me known to be the identical person described in and who executed the within and foregoing instrument ad acknowledged to me that he executed the same as his free and voluntary act and deed for the use and purpose therein set forth.In Witness whereof,I have hereunto set my official signature and affixed my notarial seal,the day and year first above written.

Bertha V Seifert  
Notary Public

(Seal) My commission expires November 1,1933.

Filed for record in my office the 10th day of September,A.D.,1931,at 8:21 o'clock A.M. and duly recorded the 14th day of September,A.D.,1931,at 1:36 o'clock P.M. in Vol.43 on pages 382 and 383.

Albert E. Klett, clk.Co.Ct.Gillespie County,Texas.

43/383-384 DR

Ira L. Rupley

to

Texas Usage Co-operative Royalty Pool  
and Flag Oil Company of Texas

MINERAL DEED

THE STATE OF TEXAS, )

COUNTY OF Gillespie ) NOW ALL MEN BY THESE PRESENTS: That I, Ira L. Rupley of the County of Bexar, State of Texas, for and in consideration of the sum of One (\$1.00) dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, HAVE GRANTED, SOLD, CONVEYED and ASSIGNED, and by these presents do grant, sell, convey, assign and deliver unto T. Fred Evans, W.M. Morgan and J.R. Klumpp, as trustees of TEXAS USAGE CO-OPERATIVE ROYALTY POOL and unto FLAG OIL COMPANY of Texas, a Texas corporation, an undivided 200/626 interest in and to all of the oil, gas, sulphur and all other minerals of whatsoever kind and nature in and under and that may be produced from the herein described lands; hereby granting unto the said trustees of Texas Usage Co-operative Royalty Pool an undivided three-fourths interest in and to the oil, gas, sulphur and all other minerals of whatsoever kind and nature hereby conveyed and unto Flag Oil Company of Texas an undivided one-fourth interest thereof; said interest being in and under the following described property lying in Gillespie County, State of Texas, to-

Abstract No.	Cert. No.	Surv. No.	Original Grantee.	No. Acres.
1561			Permian L.	160.00
319	13/2822	837	H & G N RR Co	68.00
723	774	794	Watsonback, Wm.	100.00
975		859	Stehling, Amanda	5.00
1046	13/2631	894	Adolph Thiele	133.00
		750	Not Abstracted	160.00

The above described land is all the land owned by Lina Langghehnig in the above described surveys. For a more complete description, reference is hereby made to the Deed Records of Gillespie County, Texas. It being mutually understood and agreed that this conveyance is to cover all lands now owned by the grantors in the above stipulated surveys, whether herein properly described or not; and containing 626.00 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas, sulphur and all other minerals of whatsoever kind and nature and removing the same therefrom. Said lands being now under an oil and gas lease originally executed in favor of E.H. Cunningham and now held by same and this conveyance is made in all things subject to said lease (if any), but this conveyance covers and includes a 200/626 part of all the oil royalty and gas rental or royalty due, or to become due, under the terms of said lease and the money payments which may be paid to extend the term of said lease (in the ratio which the area of the lands above described bears to the total area of the lands covered by said lease), which rent, royalty or



money payments are to be paid to the said grantees herein in proportion to their interest, and in event the said above described lease for any reason becomes cancelled, forfeited or inoperative, then the lease interest and the right to all future rentals or payments on said lands for oil, gas, sulphur and all other mineral rights or privileges shall be owned jointly by grantor and grantees, the said grantees owning an undivided 200/626 in all the oil, gas, sulphur and all other minerals of whatsoever kind and nature in, under and upon said lands in the proportion of three-fourths and one-fourth undivided interest respectively. TO HAVE AND TO HOLD the above described property and interests, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said trustees of Texas Osage Co-operative Royalty Pool and said Flag Oil Company of Texas, their successors and assigns forever, and the undersigned grantors (whether one or more) do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said property unto the said grantees their successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. WITNESS the execution hereof on this, the 9th day of June, 1931.

Ira L. Rupley

THE STATE OF Texas )  
COUNTY OF Bexar ) BEFORE ME, the undersigned authority, on this day personally appeared IRA L. RUPLEY 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 9th day of June, 1931.

(Seal)

James W. Crenshaw,  
Notary Public in and for Bexar County, Texas.

Filed for record in my office the 10th day of September, A.D., 1931, at 8:22 o'clock A.M. and duly recorded the 14th day of September, A.D., 1931, at 2:09 o'clock P.M. in Vol. 43 on pages 383 and 384.

Albert E. Klett, Clk. Co. Ct. Gillespie County, Texas.

QUITCLAIM MINERAL DEED

THIS INDENTURE, made this 8 day of December, 1972, by and between FLAG-REDFERN OIL COMPANY, of Midland County, Texas, party of the first part, and FRED MATHISEN, of Gillespie County, Texas, party of the second part:

WITNESSETH:

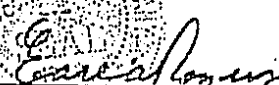
That party of the first part in consideration of the sum of Ten and no/100 dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents quitclaim, grant, bargain, sell, and convey unto the party of the second part, his heirs and assigns forever, all their right, title and interest in and to that certain tract or parcel of land lying in the County of GILLESPIE, State of TEXAS, described as follows, to-wit:

Abstract No.	Cart. No.	Survey No.	Original Grantee	No. Acres
1561			Permian, L.	160
319	13/2822	857	HSGN RR Co.	68
1046	13/2631	894	Adolph Thiele	133

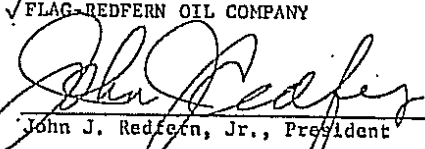
Reference being hereby made to deed from Ira Rupley to T. Fred Evins etal recorded in Volume 43, page 383, Deed Records of Gillespie County, Texas, and here referred to for all purposes.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, unto said party of the second part, his heirs and assigns forever.

IN WITNESS whereof, said party of the first part, Flag-Redfern Oil Company, hereunto set their hands on the day and year above written.

  
Earl W. Rogers, Assistant Secretary

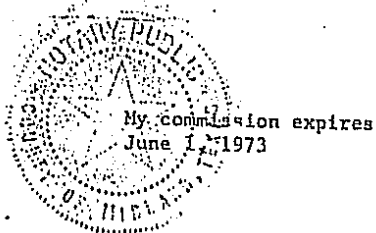
FLAG-REDFERN OIL COMPANY

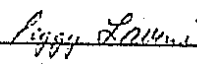
  
John J. Redfern, Jr., President

STATE OF TEXAS  
COUNTY OF MIDLAND

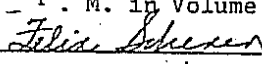
Before me, a Notary Public, on this day personally appeared JOHN J. REDFERN, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 8 day of December, 1973.



  
Notary Public

Filed for record in my office the 29th day of December A.D. 1972 at 1:27 o'clock P. M. and duly recorded the 29th day of December A.D. 1972 at 4:05 o'clock P. M. in Volume 104, pages 877.

  
Felix Scherer, Clk. Co. Ct., Gillespie County, Texas.