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DECLARATION OF RESTRICTIONS, COVENANTS, ASSESSMENTS AND EASEMENTS FOR CREEKWOOD RANCHES, UNIT 4

FILED FOR RECORD

1985 NOV -7 AM 9:09

THE STATE OF TEXAS

COUNTY OF COMAL

KNOW ALL MEN BY THESE PRESENTS:

ROSIE BOGGENBURY COUNTY CLERK COMAL COUNTY

#340000

THIS DECLARATION, is made on the date hereinafter set forth by VILLAGE CRAFTSMEN, INC., a Texas Corporation, acting herein by and through its duly authorized officers, and DAVID F. REESE and wife, KATHY A. REESE, jointly hereinafter referred to as "Declarant";

WHEREAS, VILLAGE CRAFTSMEN, INC. is the owner of Creekwood Ranches, Unit 4, save and except Lot 49 thereof, a Subdivision in Comal County, Texas, a plat of which is duly recorded in Volume 8, Pages 174-175, of the Map and Plat Records of Comal County, Texas;

WHEREAS, DAVID F. REESE and wife, KATHY A. REESE, are the owners of Lot 49 situated within the above described Creekwood Ranches, Unit 4; and

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed, subject to the following restrictions, covenants, assessments and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

- 1.1 "Articles of Incorporation" - the Articles of Incorporation of the Association
1.2 "Assessment" - the annual maintenance charge made and levied by the Association against each Owner and his Tract in accordance with the provisions of these Restrictions.
1.3 "Association" - Creekwood Ranches Property Owners Association, Inc., a Texas Nonprofit Corporation.
1.4 "By-Laws" - the By-Laws of the Association
1.5 "Common Area" - the Land, save and except the Tracts.
1.6 "Declarant" - Village Craftsmen, Inc., a Texas Corporation, and David F. Reese and wife, Kathy A. Reese.
1.7 "Land" - that certain tract or parcel of land situated in Comal County, Texas, such tract or parcel of land being more particularly described on the Plat, and Exhibit "A" attached hereto.
1.8 "Member or Members" - a Member or Members of the Association.

1.9 "Owner or Owners" - any person or persons, firm, corporation or other entity or any combination thereof that owns, of record, title to a Tract.

1.10 "Plat" - the map or maps, plat or plats recorded in Volume 8, Pages 174-175, in the Map and Plat Records of Comal County, Texas, relative to the land, and any replat thereof, if any.

1.11 "Restrictions" - these restrictions, covenants conditions, easements, reservations and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all the Tracts and common areas in the Subdivision as set out in this instrument or any amendment thereto.

1.12 "Tract or Tracts" - each of the Tracts shown by the Plat. Moreover "Tract" shall also mean a building site for a Unit designated pursuant to Section 3.1 hereinbelow. The term "Tract" is used herein interchangeably with the term "Lot."

1.13 "Unit" - Single Family Residence and appurtenances constructed on a Tract.

II. GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

2.1 General. Each Owner shall use his Tract and his Unit, if any, thereon for single family residential purposes only. As used herein, the term "Single Family Residential Purposes" shall be deemed to prohibit specifically, but without limitation, the used of lots for duplex apartments, garage apartments or other apartment or multifamily uses or for any business, professional or other commercial activity of any type.

2.2 Trailers and Mobile Homes. No trailers, mobile home trailers of any kind, old homes, modular homes, pre-built homes or pre-fabricated homes or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street (public or private) within the Subdivision; provided, however that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvements approved by the Association.

2.3 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Subdivision, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance, offensive, unlawful or immoral use shall be made to exist or operate upon any such property within the Subdivision.

2.4 Trash Containers and Collection. No Tract shall be used or maintained as a dumping ground for rubbish. No garbage or trash shall be placed or kept on any part of the Subdivision except in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking or auto storage yards shall be located on any Tract.

2.5 Animals. Only a reasonable number of generally recognized house or yard pets and a maximum of two (2) horses or two (2) cattle, shall be maintained in any part of the Subdivision and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. Without limiting the generality of any of the foregoing

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provisions, no hogs or goats of any kind shall be raised, bred, or kept on any tract.

2.6 Restriction on Further Subdivision. No Tract shall be further subdivided, and no portion less than all of any such Tract, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Association.

2.7 Firearms and other Weapons. The use or firing of firearms or other weapons on any tract in the Subdivision is expressly prohibited. The hunting or trapping for birds or wild game of any kind on any Tract in the Subdivision is expressly prohibited.

III. APPROVAL OF PLANS

3.1 Buildings and Improvements. No building or improvement of any kind will be erected, placed, constructed, maintained or altered on any portion of any Tract until the building plans, specifications, plat plans and external design for such building or improvement have been submitted in writing to and approved in writing by the Association. The building site shall be designated in the plans submitted to the Association. The determination of the Association shall be in its sole discretion.

IV. CONSTRUCTION REQUIREMENTS

4.1 Size of Residence. No Unit, except for servant's quarters or guest house, containing less than 2000 square feet, exclusive of open porches, breezeways, car ports and garages shall be erected or constructed on any Tract.

4.2 Foundation. All buildings erected or constructed on any Tract in the Subdivision must be built on a concrete slab foundation.

4.3 Driveways. All driveways or parkways appurtenant to any Tract in the Subdivision must be paved.

4.4 Garages. No garage may be erected or constructed except contemporaneously with or subsequent to the erection of a Unit.

4.5 Materials. All buildings situated on any Tract shall have not less than seventy-five percent (75%) of its exterior walls constructed of masonry. Any structure, or any part thereof, constructed of lumber shall be finished with not less than two coats of paint.

4.6 Roofs. All roofs of buildings situated on any Tract must be constructed of asphalt composition shingle, wood shingle or tile.

4.7 Servants Quarters. Servant's quarters or a guest house may be constructed to the rear of a Unit on any Tract in the Subdivision.

4.8 Setback Requirements. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines. Without limiting the generality of the foregoing provision, no improvement shall be erected on any Tract in the Subdivision nearer than seventy-five feet (75') from the street line nor nearer than twenty feet (20') from the adjacent property line. No structural improvements, except for mailboxes, exterior lighting, and sidewalks leading from the street to the Unit, shall be located on any Tract between the building setback lines

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pertaining to such Tract and the street right-of-way on which such Tract fronts.

4.9 Building Occupancy. No building or structure part of a Unit shall be occupied or used until all exterior portions thereof are completely finished.

4.10 Walls and Fences. No wire fencing, including, but not limited to, cyclone, barbed or mesh, shall be erected or maintained along the street line or adjacent property lines or within seventy-five feet (75') thereof. All fences and walls wherever located on a Tract must be of ornamental iron, wood or masonry construction and must be compatible with the finish of the structure and improvements.

4.11 All buildings must be completed not later than six (6) months after laying foundations.

V. RESERVATIONS AND EASEMENTS

5.1 Streets. Title to all streets, drives, boulevards and other roadways, and to all easements shown on the Plat, is hereby expressly reserved and retained by Declarant subject only to the grants and dedications expressly made on the Plat.

5.2 Easements and Right-of-ways. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all utility systems (which systems shall include systems for drainage purposes), now or hereafter deemed necessary by Declarant for all utility purposes (which purposes shall include drainage purposes), including systems of electric light and power supply, drainage, telephone service, cable television service, gas supply, water supply and sewer services, including systems for utilization of services resulting from advances in science and technology, and including the right to remove and/or trim trees, shrubs or plants. There is hereby created an easement upon, across, over and under all the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supply services to install and maintain pipes, wires, conduits, service lines, or other utility facilities (which facilities shall include drainage facilities) or appurtenances thereto, under the land within the drainage and utility easements now or from time to time existing and from service line situated within such easements to the point of service on or in any structure.

5.3 Easements to Association. An easement is hereby granted to the Association in and to the Subdivision for the purposes of providing and maintaining utility services (including, without limitation, electricity, gas, water, sanitary sewer, storm sewer, telephone and television antenna, and similar services) to the Units and the Common Areas.

5.4 Additional Easements. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way, by instruments recorded in the Office of the County Clerk of Comal County or by express provisions in conveyances, with respect to Tracts that have not been sold by Declarant.

5.5 Applicable Zoning Statues. All Tracts in the Subdivision are subject to easements and restrictions now of record, and are subject to any applicable statutes, zoning rules, and administrative regulations.

VI. MANAGEMENT AND OPERATION OF SUBDIVISION

6.1 Homeowner's Association. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, insuring and operation of the Subdivision as herein provided for and as provided for in the By-Laws and the Articles of Incorporation.

6.2 Membership. Every person or entity who is the Owner of a fee or of the equitable title, by contract for deed or otherwise, in a Tract of the Creekwood Ranches Subdivision, Units 1, 2, 3 or 4, Comal County, Texas, shall be a member of the Association, subject to the conditions in the By-Laws.

6.3 Voting Rights. Members shall be entitled to one vote. In cases where one Owner owns more than one Tract, said Owner will be entitled to one vote, provided however, in the event said Owner should sell one or more of said Tracts to a party who did not theretofore own property then the new owner shall thereafter be entitled to one vote. When more than one person holds such interest in any Tract, all such persons shall be members and the vote for such Tract shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such Tract.

VII. MAINTENANCE EXPENSE CHARGE

7.1 Assessment Charge. Each Tract shall be subject to an annual maintenance charge of FORTY-EIGHT DOLLARS (\$48.00) per year for the use and maintenance of common areas and park-recreation areas and for the operation costs thereof. The amount of the annual maintenance fee charge for each Tract may be increased or decreased by the Association from time to time, but not more often than once per year. The Assessment provided for in this paragraph shall be due and payable to the Association and shall be secured by a lien on each Tract.

7.2 Assessment Charge to Village Craftsmen, Inc. All tracts held by Village Craftsmen, Inc. shall be subject to only one assessment, as if Village Craftsmen, Inc. were the owner of only one Tract and regardless of the number of Tracts owned. Such Assessment shall be due and payable by Village Craftsmen, Inc. until ninety percent (90%) of all Tracts in Units 1, 2, 3, and 4 are sold, conveyed or transferred by Village Craftsmen, Inc., at which time the limitations of this paragraph shall cease.

VIII. MISCELLANEOUS

8.1 Duration. These Restrictions shall remain in full force and affect until November 1, 2000, provided, however, that the record owners of a majority of the Tracts subject to these restrictions shall have the power through a duly recorded written instrument to extend these reservations for successive ten-year periods from and after the aforesaid date.

8.2 Enforceability. The Restrictions adopted and established for the Subdivision by these Restrictions are imposed upon and made applicable to the Subdivision and shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each purchaser, grantee, owner and lessee in the Subdivision, or any portion thereof, and the respective heirs, legal representatives, successors and assigns of the Subdivision, the Association and each such purchaser, grantee, owner and lessee.

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8.3 Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision or a portion of these Restrictions, the remainder of the Restrictions shall remain in full force and effect.

8.4 Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

8.5 Articles and Section. Article and Section headings in these Restrictions are for convenience of reference and shall not affect the construction of interpretation of these Restrictions. Unless the context otherwise requires, references herein to Articles and Sections are to Articles and Sections of these Restrictions.

8.6 Limitation of Liability. Declarant, as well as its agents, employees, officers, and directors, shall not be liable to any Owner or lessee of the land or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these Restrictions by any party other than Declarant.

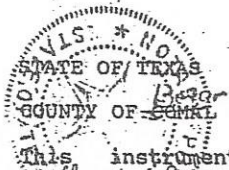
8.7 Remedies. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Declarant, the Association, each purchaser, grantee, owner or lessee of the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity (i) to abate, preempt or enjoin any such violation or attempted violation or (ii) to recover monetary damages caused by such violation or attempted violation.

IN TESTIMONY WHEREOF, VILLAGE CRAFTSMEN, INC., acting by and through its Secretary, EILEEN LANAGAN, and DAVID F. REESE, and KATHY A. REESE have executed this instrument this 6 day of September, 1985.

VILLAGE CRAFTSMEN, INC.

BY: *Eileen Lanagan*
EILEEN LANAGAN, its Secretary
David F. Reese
DAVID F. REESE
Kathy A. Reese
KATHY A. REESE

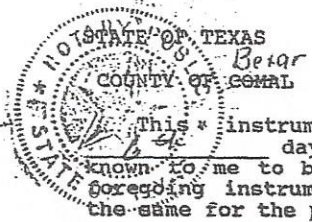
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This instrument was acknowledged before me on the 10th day of November, 1985, by EILEEN LANAGAN, Secretary of VILLAGE CRAFTSMEN, INC., a Texas corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Frances Jan Gray
Notary Public, State of Texas
Frances Jan GRAY
(Printed Name of Notary)
My Commission Expires: _____

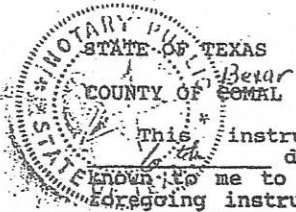
FRANCES JAN GRAY
Notary Public, State of Texas
My Commission expires 6-6-87



This instrument was acknowledged before me on the 10th day of November, 1985, by DAVID F. REESE, 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 considerations therein expressed.

Frances Jan Gray
Notary Public, State of Texas
Frances Jan GRAY
(Printed Name of Notary)
My Commission Expires: _____

FRANCES JAN GRAY
Notary Public, State of Texas
My Commission expires 6-6-87



This instrument was acknowledged before me on the 10th day of November, 1985, by KATHY A. REESE, 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 considerations therein expressed.

Frances Jan Gray
Notary Public, State of Texas
Frances Jan GRAY
(Printed Name of Notary)
My Commission Expires: _____

FRANCES JAN GRAY
Notary Public, State of Texas
My Commission expires 6-6-87

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RATIFICATION
OF
RESTRICTIONS, COVENANTS, ASSESSMENTS AND EASEMENTS
FOR
CREEKWOOD RANCHES, UNIT 4

FILED FOR RECORD
1988 FEB 11 AM 9:57

(CONFORMING SUBDIVISION PLAT THEREON) ^{ROSIE ROSENBERG}
CLERK COMAL COUNTY

THE STATE OF TEXAS :
THE COUNTY OF COMAL :

KNOW ALL MEN BY THESE PRESENTS: *pd. s. 07*

WHEREAS, I, RAYMOND DIETERT, a Registered Public Surveyor in and for the State of Texas, prepared a subdivision plat (herein "Plat") for Creekwood Ranches, Unit 4, duly recorded on January 29, 1985 and duly recorded in Volume 8, Pages 174-175 of the Map and Plat Records of Comal County, Texas;

WHEREAS, the Plat reflects thereon that a Front Building Setback Line, twenty-five (25) feet wide, is imposed along the front line of the lots therein described;

WHEREAS, the Plat reflects thereon that a Side Building Setback Line, ten (10) feet wide, is imposed along the front line of the lots therein described;

WHEREAS, restrictive covenants governing Creekwood Ranches, Unit 4 (herein "Restrictions"), thereon entitled "Restrictions, Covenants, Assessments And Easements For Creekwood Ranches, Unit 4" were filed at Volume 478, Page 128 of the Real Property Records of Comal County, Texas;

WHEREAS, said Restrictions reflect therein that a Front Building Setback Line, seventy-five (75) feet wide, is imposed along the front line of the lots therein described;

WHEREAS, said Restrictions reflect therein that a Side Building Setback Line, twenty-five (25) feet wide, is imposed along the front line of the lots therein described;

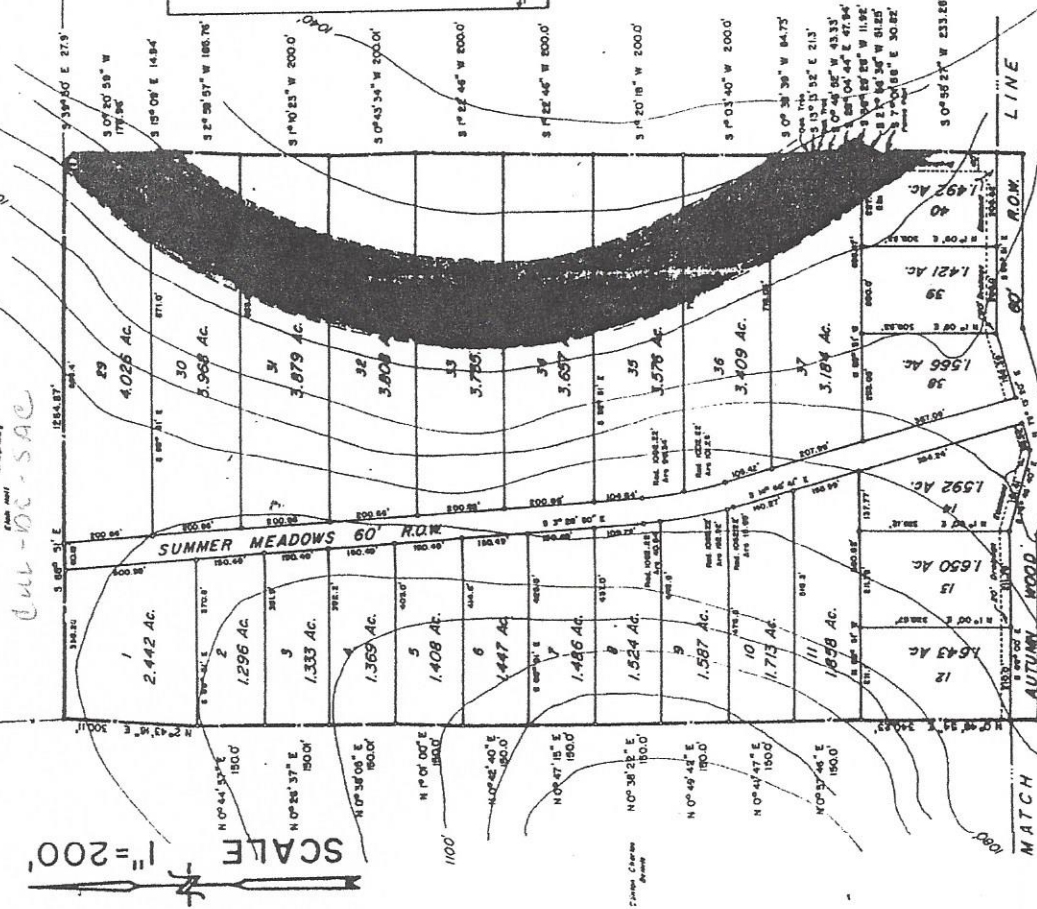
THEREFORE, I RAYMOND DIETERT, hereby ratify that the Front Building Setback Line above described is seventy-five (75) feet wide as set forth in the Restrictions and the Side Building Setback Line above described is twenty-five (25) feet wide and the Plat is hereby modified and amended to conform thereto as herein ratified.

Executed this 10th day of January, 1988.

29878

267821 CREEKWOOD RANCHES UNIT FOUR

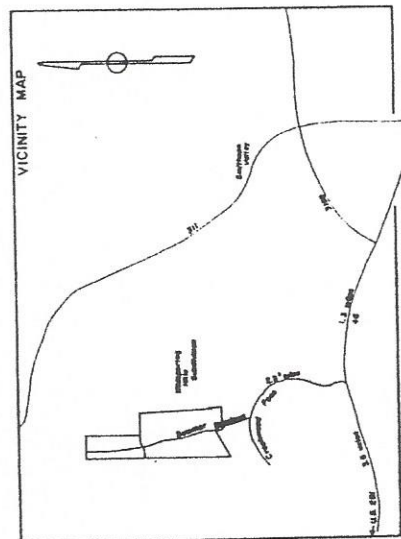
FILED FOR RECORD
 This 21th day of Aug 1985
 at 1:08 o'clock P.M.
 County Court, Comal County
 Clerk
 Debra Rogando
 Deput



A subdivision of 203.747 acres of land situated partly (3.948 acres) in the G. W. T. and P. Railroad Company Survey, A-721, partly (96.51 acres) in the Augustus H. Jones Survey No. 78, A-301, and partly (103.289 acres) in the Thomas Hanson Survey No. 394, A-269, Comal County, Texas.

186.222 acres in 51 tracts
 8.170 acres in park area
 9.355 acres in roads (6.092 acres in the Hanson Survey) (6794' of road)

203.747 ACRES



STATE OF TEXAS
 COUNTY OF BEGAR
 ME, DAVID F. REESE, and wife, KATHY A. REESE, owners of Lot 49, are in agreement with the subdivision of the property as shown herein.

David F. Reese
 David F. Reese
 113 Alameda Moreno, San Antonio, Texas 78232

STATE OF TEXAS
 COUNTY OF BEGAR
 Before me, the undersigned authority, on this day personally appeared David F. and Kathy A. Reese, 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 considerations therein expressed and in the capacity therein set out.

Given under my hand and seal of office this the 28th day of August, 1985.

Carol L. Clark
 Carol L. Clark
 Notary Public - State of Texas
 My commission expires 6-30-87

STATE OF TEXAS
 COUNTY OF COMAL
 I, Rosie Rosenbury, Clerk of the County of Comal, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 21th day of August, 1985, at 1:08 P.M. and duly recorded in the Public Index and Plat Book at 110:210 in the Map and Plat Book of Comal County, Texas, in volume 8, on pages 114-115, of official seal whereof witness my hand and official seal of office this 21th day of August, 1985.

Rosie Rosenbury
 Rosie Rosenbury, Clerk, Comal County, Texas



STATE OF TEXAS
 COUNTY OF BEGAR

I, Eileen Lanagan, Corporate Secretary of Village Craftsmen, Inc., owner of the property in the above and foregoing map of Creekswood Ranches, Unit Four, do hereby state that Village Craftsmen, Inc., is the owner of said property for and on behalf of said Village Craftsmen, Inc., according to the lines, streets, subdivisions and easements thereon shown and designated in the subdivision as Creekswood Ranches, Unit Four, located in the G. W. T. and P. Railroad Company Survey, A-721, the Augustus H. Jones Survey No. 78, A-301, and the Thomas Hanson Survey No. 394, A-269, Comal County, Texas, and on behalf of said Village Craftsmen, Inc., dedicate to the public use of as such all of the streets, alleys, and easements shown thereon forever.

In testimony whereof, Village Craftsmen, Inc., aforesaid, has caused these presents to be signed by Eileen Lanagan, Corporate Secretary of Village Craftsmen, Inc.

Eileen Lanagan
 Eileen Lanagan, Corporate Secretary
 8301 Broadway, Suite 420, San Antonio, Texas 78209

STATE OF TEXAS
 COUNTY OF BEGAR

Before me, the undersigned authority, on this day personally appeared Eileen Lanagan, 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 considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

Given under my hand and seal of office at 7:30 o'clock this the 28th day of August, 1985.

Raymond Dietert
 Raymond Dietert
 Notary Public - State of Texas
 My commission expires 6-23-87

STATE OF TEXAS
 COUNTY OF COMAL

I, Raymond Dietert, R.P.S. 1868, do hereby certify that this plat represents a true and correct subdivision of Creekswood Ranches, Unit Four, as surveyed under my supervision on the ground.

Raymond Dietert
 Raymond Dietert, R.P.S. 1868

Sworn to and subscribed before me this the 28th day of August, 1985.



STATE OF TEXAS
 COUNTY OF COMAL
 This plat of Creekswood Ranches, Unit Four, has been submitted to and considered by the Commissioners of the County of Comal, Texas, and conforms to all requirements of the County as to which approval is required and is hereby approved by such Court.

Date: This the 21th day of August, 1985.

Paula Rosenbury
 Paula Rosenbury
 County Clerk



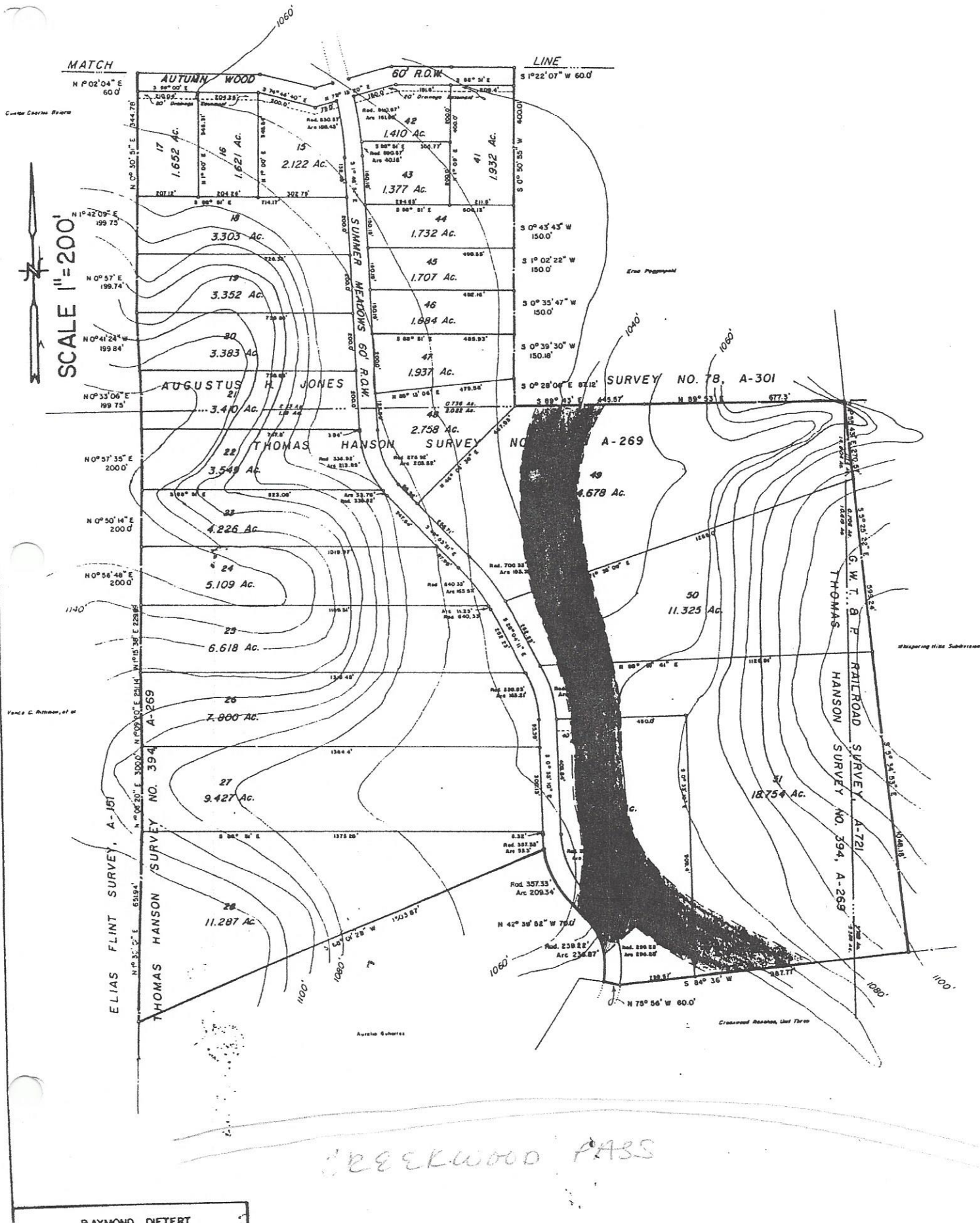
Attest: *Paula Rosenbury*
 County Clerk

RAYMOND DIETERT
 Registered Public Surveyor No. 1088

Flood zone area scaled from HUD Flood Hazard Boundary Map 11-16 dated May 14, 1976, and is approximate.

25' Front Building setback line
 10' Side Building setback line

CREEKWOOD RANCHES UNIT FOUR



SCALE 1" = 200'

CREEKWOOD PASS

DAVID D. DEFTERT

CREEKWOOD RANCHES UNIT

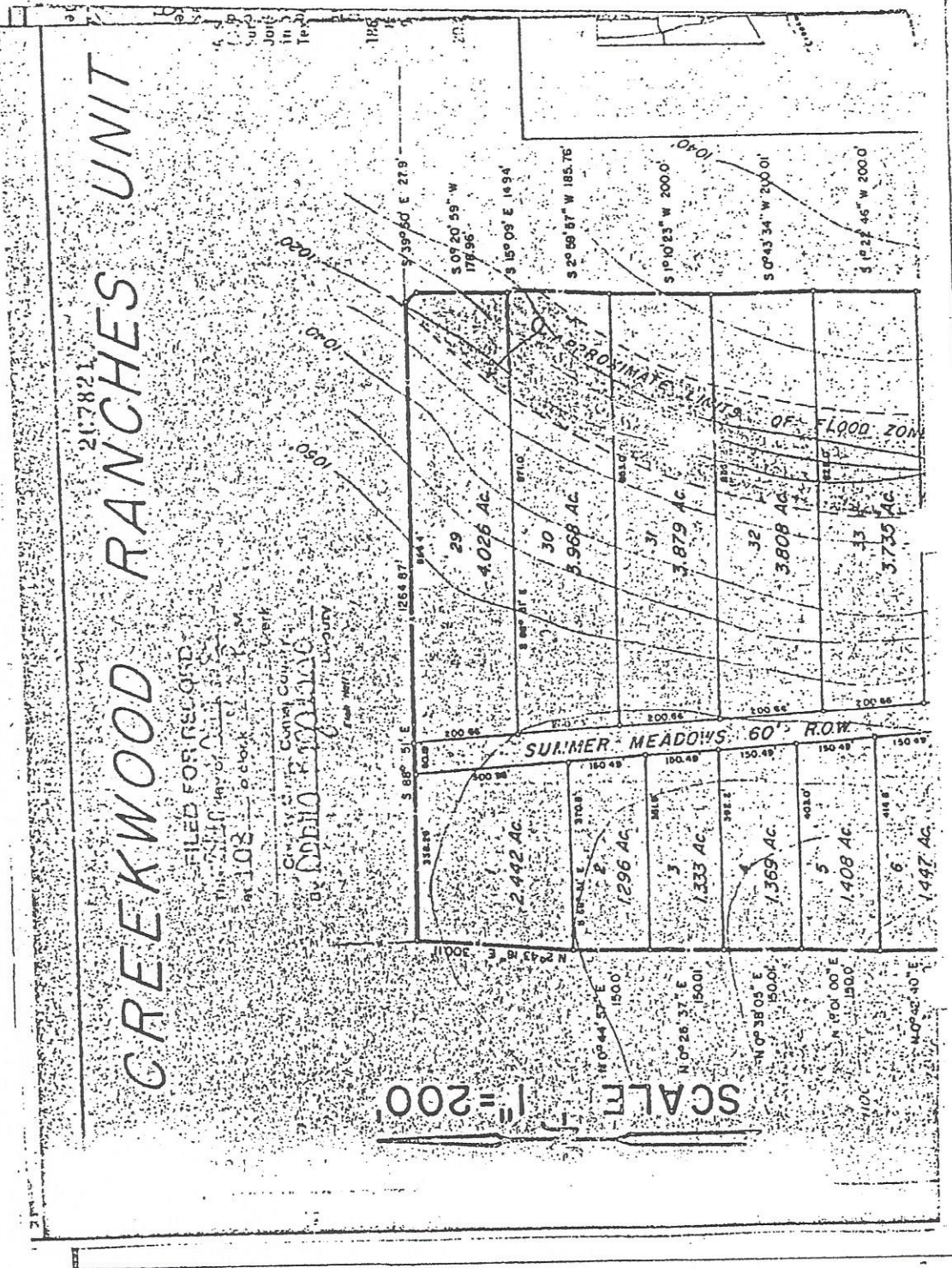
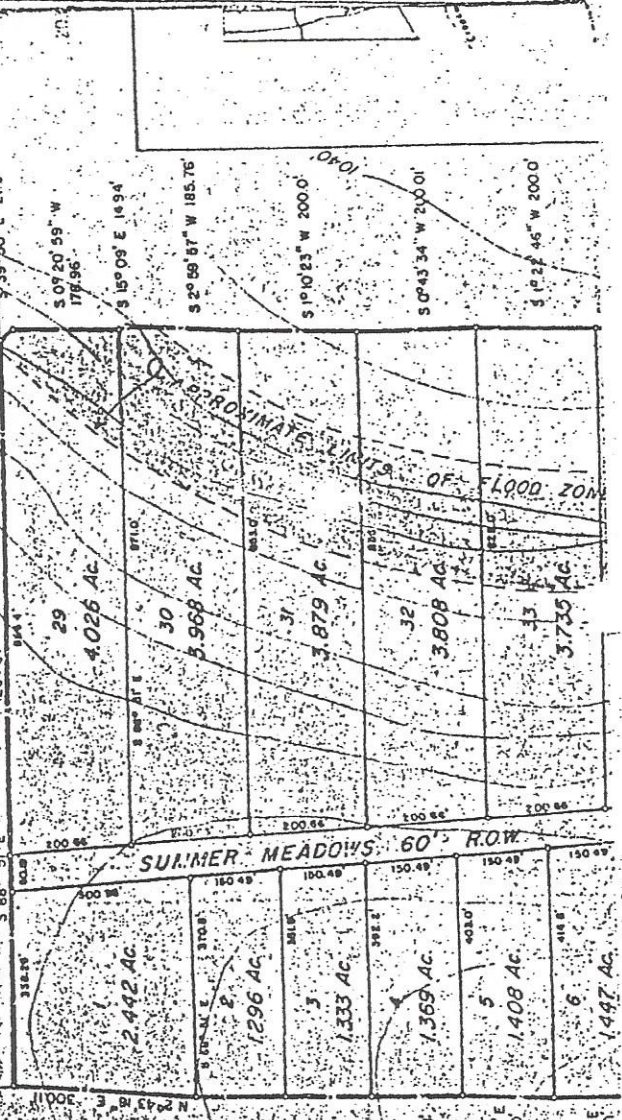
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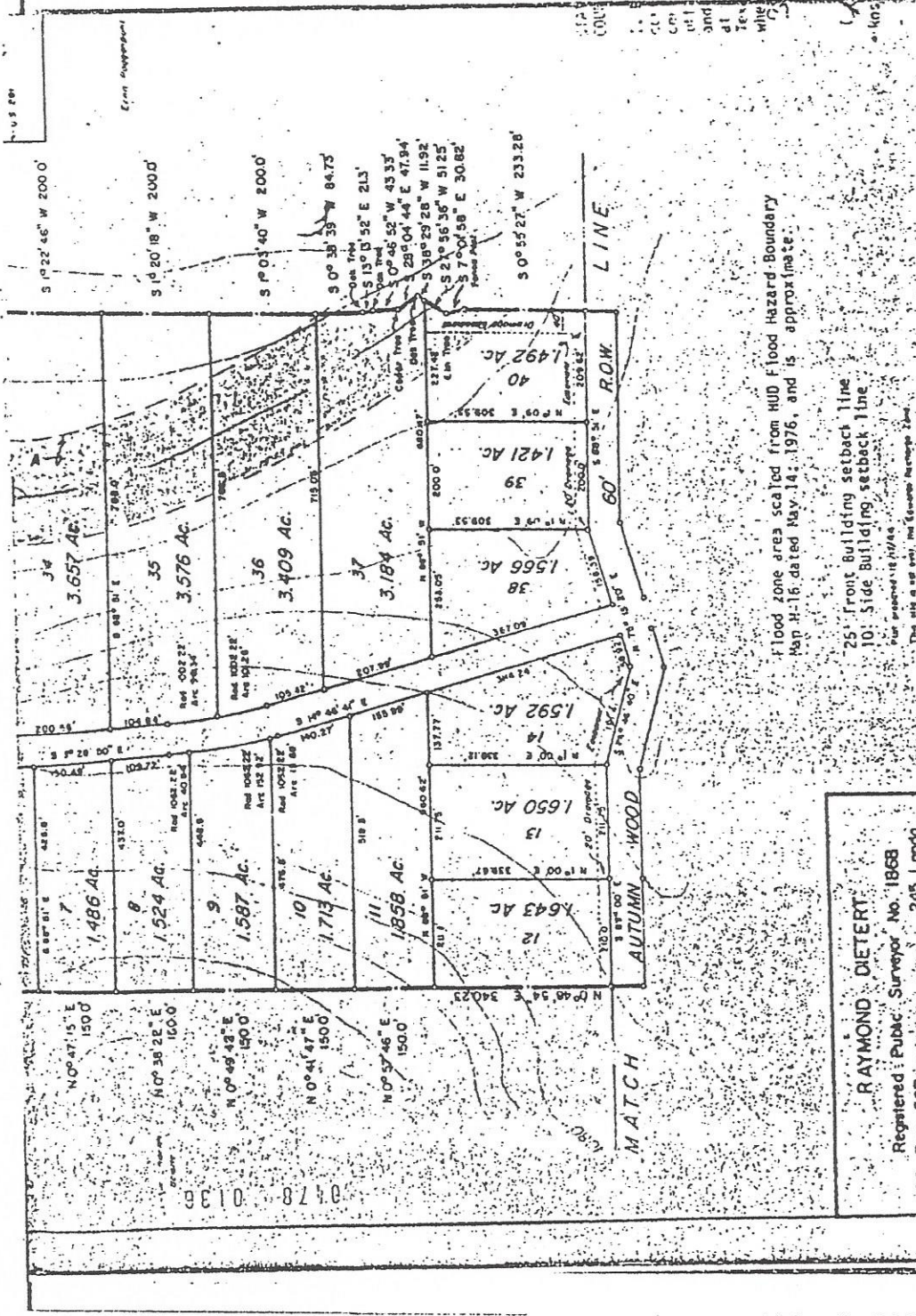
FILED FOR RECORD

This Map was prepared by
at 108 o'clock

County of
By **Robb R. ...**
Surveyor

SCALE 1" = 200'





Flood zone area scaled from HUD Flood Hazard Boundary Map H-16 dated May 14, 1976, and is approximate.

25' Front Building setback line
 10' Side Building setback line

This plat is not valid, and is subject to change.
 RAYMOND DIETERT
 Registered Public Surveyor No. 1868
 245 Land
 P.O. Box 567

0678-0137

FOUR

STATE OF TEXAS
COUNTY OF BEXAR

Eileen Lanagan, Corporate Secretary of Village Craftsmen, Inc., owner of the above and foregoing real property, do hereby make subdivision of said property for and on behalf of said Village Craftsmen, according to the lines, streets, alleys, and easements thereon shown and designate said subdivision as Creeks, Ranches, Unit Four, being located in the G. H. J. and Road Company Survey, A-721, the Augustus H. Jones Survey, A-301, and the Thomas Hanson Survey No. 394, all in Galveston County, Texas, and on behalf of said Village Craftsmen, Inc., deed to the public use of as such all of the streets, alleys, and easements shown thereon forever.

In testimony whereof, Village Craftsmen, Inc., aforesaid, has caused these presents to be signed by Eileen Lanagan, Corporate Secretary of Village Craftsmen, Inc.

Eileen Lanagan

Eileen Lanagan, Corporate Secretary
8301 Broadway, Suite 420, San Antonio, Texas 78209

STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Eileen Lanagan, 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 considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

Given under my hand and seal of office at 8301 Broadway, this 28th day of August, 1985.

Carlynn's Bless
Notary Public *Carlynn's Bless*
My commission expires 6-23-88

subdivision of 703.74 acres of land situated partly (948 acres) in the G. H. J. and P. Railroad Company Survey, A-721, partly (96.51 acres) in the Augustus H. Jones Survey No. 71, A-301, and partly (10,289 acres) in the Thomas Hanson Survey No. 394, A-301, Galveston County, Texas.

222 acres in 51 tracts
470 acres in park area
356 acres in roads (6,213 acres in the Jones Survey)
(6794' of road)

747 acres

VICINITY MAP



STATE OF TEXAS
COUNTY OF BEXAR

David F. Reese, and wife, KATHY A. REESE, owners of the land do, and in agreement with the subdivision of the property as shown hereon,

David F. Reese
David F. Reese
113 Allard, Morenc, San Antonio, Texas 78232

STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared David F. and Kathy A. Reese, 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 considerations therein expressed and in the capacity therein and herein set out.

Given under my hand and seal of office this the 23rd day of August, 1985.

Condon L. Black
Condon L. Black
Notary Public
My commission expires 6-23-88

STATE OF TEXAS
COUNTY OF BEXAR

Paul Rosenbury, Clerk of the County of Comal, do hereby certify that the foregoing instrument was filed in record in my office on the 23rd day of August, 1985, at 10:08 P.M. on the 23rd day of August, 1985, duly recorded in the 23rd day of August, 1985, in volume 5 on pages 174-175 in testimony whereof I have hereunto set my hand and official seal of office this 23rd day of August, 1985.

Paul Rosenbury
Paul Rosenbury, Clerk, Comal County, Texas

COUNTY OF COMAL

I, Raymond Hester, P.F.S. 13th, do hereby certify that this plat represents a true and correct subdivision of Creekwood Ranches, Unit Four, as surveyed under my supervision on the ground.

Raymond Hester
Raymond Hester, P.F.S. 13th

Sworn to and subscribed before me this the 23rd day of August, 1984.

Notary Public
Notary Public in and for Comal County, Texas.
My commission expires 11/17/88.

STATE OF TEXAS
COUNTY OF COMAL

This plat of Creekwood Ranches, Unit Four, has been submitted to and considered by the Commissioners' Court of Comal County, Texas, and conforms to all requirements of the County as to which approval is required and is hereby approved by such Court.

Date: This the 23rd day of August, 1985.

Greg Clark
Greg Clark
County Judge

Paul Rosenbury
Paul Rosenbury
County Clerk



EXHIBIT A

#31000

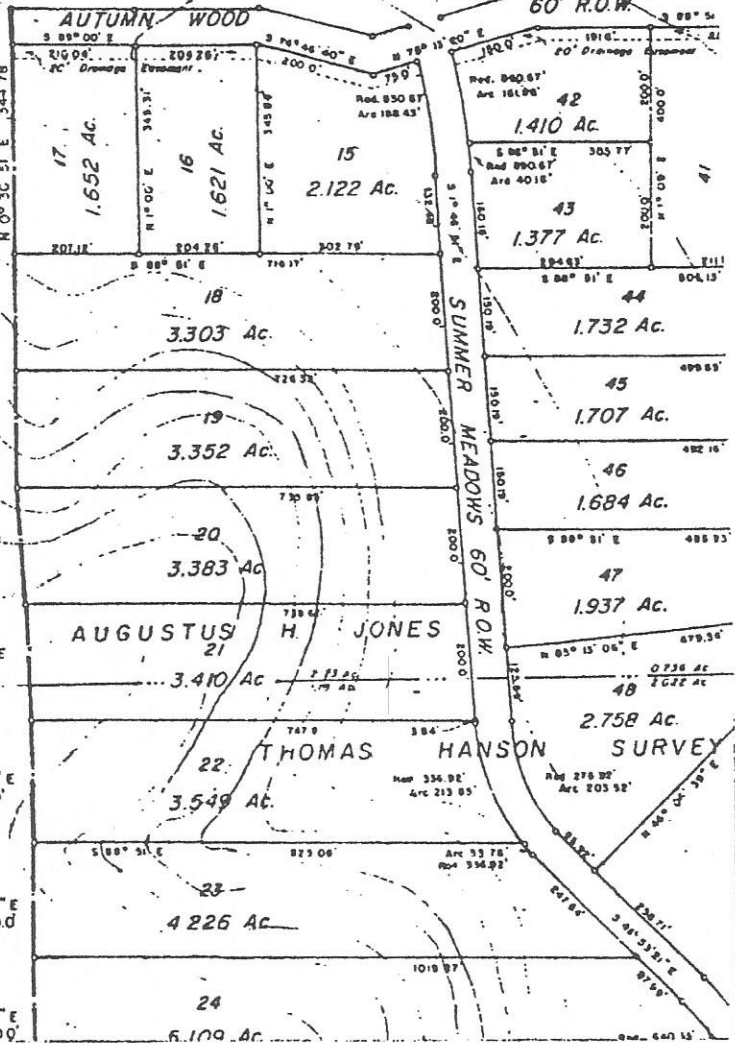
CREEKWOOD RANCHE

1060

MATCH

N 0° 02' 04" E
60.0'

Circa 1890s



SCALE 1" = 200'

0478 0140

N 1° 42' 09" E
199.70'

N 0° 57' E
199.74'

N 0° 41' 24" W
199.84'

N 0° 33' 06" E
195.75'

N 0° 67' 35" E
200.0'

N 0° 50' 14" E
200.0'

N 0° 56' 48" E
200.0'

60' R.O.W.

20' Drainage Easement

Rad. 850.67' Arc 188.43'

Rad. 850.67' Arc 40.16'

Rad. 850.67' Arc 108.43'

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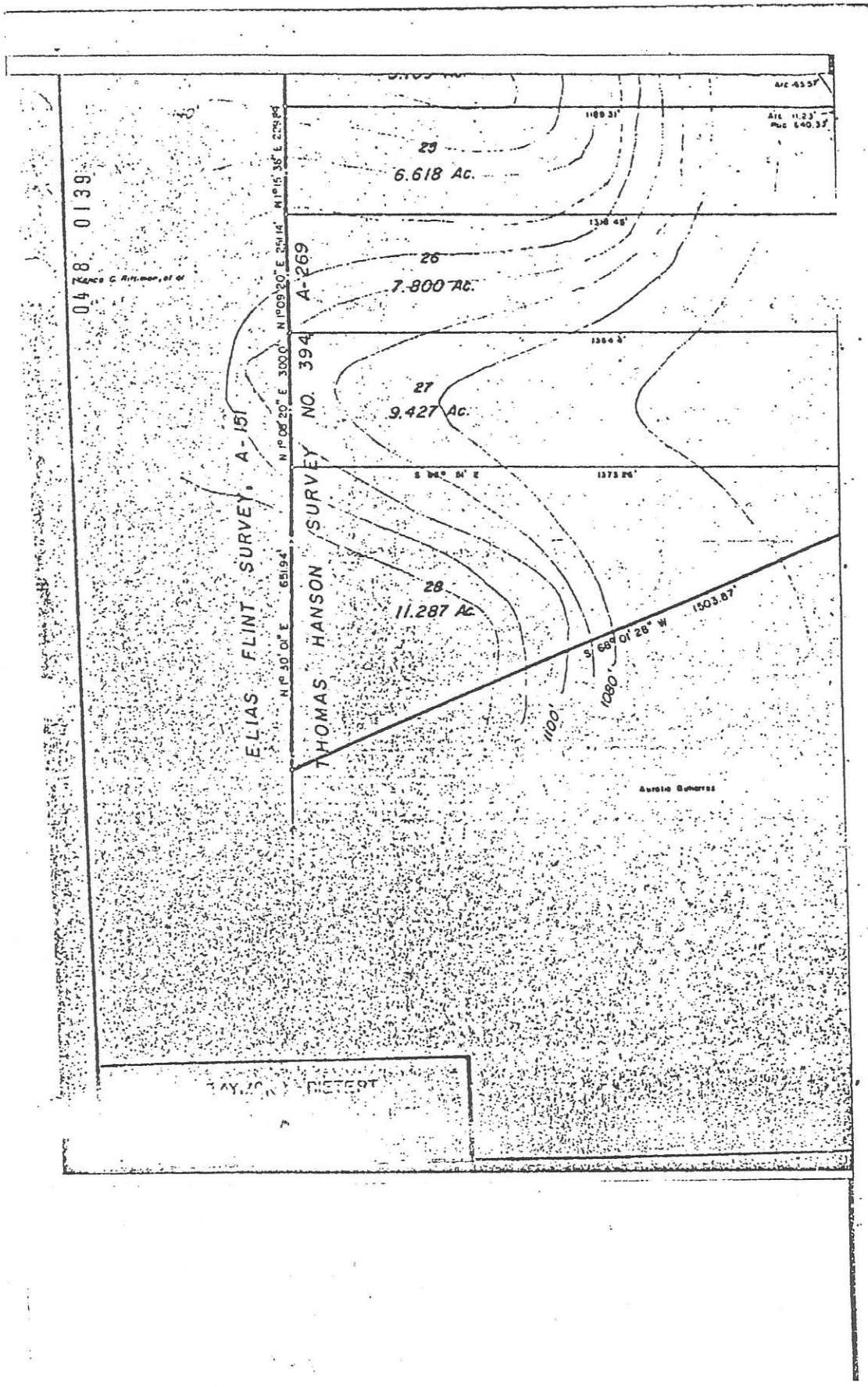
Rad. 850.67' Arc 108.43'

Rad. 850.67' Arc 40.16'

Rad. 850.67' Arc 108.43'

Rad. 850.67' Arc 40.16'

Rad. 850.67' Arc 108.43'



0488 0139

George C. Hartman, et al

ELIAS FLINT SURVEY, A-151

THOMAS HANSON SURVEY NO. 394 A-269

N 1° 08' 20" E 3000' N 1° 09' 20" E 2514' N 1° 15' 38" E 2292'

N 1° 30' 00" E 651.94'

23
6.618 Ac.

26
7.800 Ac.

27
9.427 Ac.

28
11.287 Ac.

E 34° 00' E

S 68° 01' 28" W

1503.87'

Asst. Survey

TAYLOR DIETERT

A/E 45.57'
A/E 41.23'
A/E 640.33'

S UNIT FOUR

0478 0141

