Re-Record to Attach Exhibits

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS RIDGE ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS RIDGE ESTATES ("*Declaration*") is made by Ellis Management Company , a Texas Corporation ("*Declarant*"), as the owner of that certain 143.23 acres of real property more particularly described by Exhibit "A" which is attached hereto and made a part hereof, and which is further described as all the Lots in Ellis Ridge Estates Amending Plat, according to the plat thereof recorded at Document No. 202107 of the Official Public Records of Austin County, Texas (the "*Property*").

Declarant hereby declares that the Property will be owned, developed and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of establishing a uniform plan for the development and use of the Property and for protecting the value and desirability of the Property, and which will run with the Property and will be binding on all parties having any right, title or interest in the Property and their heirs, successors and assigns.

ARTICLE I.
DEFINITIONS

1.01. "*Declarant*" shall jointly mean and refer to Ellis Management Company, a Texas Corporation, and its duly authorized representatives, or its successors and assigns; provided that any assignment of its rights as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without an express written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of the Declarant hereunder.

1.02. "*Declaration*" shall mean this instrument, as the same may be from time to time amended.

1.03. "*Improvement*" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, parking areas, drives, garages, loading docks, storage buildings, fences, gates, screening walls, retaining walls, stairs, decks, patios, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, bollards, signs, exterior lighting equipment, exterior air conditioning equipment, exterior water softening fixtures or similar equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, satellite dishes, and all facilities used in connection with water, sewer, gas, electric, telephone, television, or other utilities.

1.04. "*Lot*" shall mean and refer to any platted lot shown on a recorded subdivision plat of any part of the Property.

1.05. ""*Owner*" shall mean and refer to a Person, including Declarant, which is owner of an interest in a Lot, but shall not include Persons which hold an interest in a Lot merely as security for the performance of an obligation.

1.06. "*Person*" shall include a natural person or any type of legal entity.

1.07. "*Property*" shall mean and refer to that certain 143.23 acres of real property more particularly described by Exhibit "A" which is attached hereto and made a part hereof, and which

is further described as all the Lots in Ellis Ridge Estates Amending Plat, according to the plat

thereof recorded at Document No. 202107 of the Official Public Records of Austin County, Texas, or any amendment thereto or replat thereof, together with all land hereafter added to the Property in accordance with the provisions of this Declaration.

ARTICLE II.
USE REGULATIONS

The Property shall be owned, held, encumbered, conveyed, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01. Permitted Uses of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9. Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 may be for personal, family, or household purposes **only, excluding lot 6**. Personal, family, or household use includes keeping horses or cattle appropriate to the size of the Lot. Up to two dozen chickens may be kept on a Lot. One beehive per 3 acres is allowed. Any type if FFA animal may be raised on these Lots but only during the time of the project. No commercial use of any kind shall be allowed on these Lots, except Lot 6. Lot six my have a single family use.

2.02. Permitted Use of Lot 6. Lot 6 may be used for personal, family, or household purposes; and, it may be used for agricultural related commercial purposes such as offices, feed store, sale of hardware, storage/warehousing, machine shop, freight delivery, and climate controlled mini storage. Other related uses are available within the office or warehouse provide no eye sore items are left in public view.

2.03. Prohibited Uses. The following uses and activities are prohibited for any Lot:

(a) Any sexually oriented business or pornographic business such as, but not limited to, x-rated movie, video or book sales, theater or rental facility, nude modeling studio, massage parlor, lounge or club featuring nude or semi-nude entertainers or escort service;

(b) Any activity hazardous to persons or property, including, without limitation to the generality of the foregoing, the manufacturing or storage of firearms and related incendiary product. The manufacture, assembly, sale and/or use of fireworks.

(c) Any bar or cocktail lounge or other establishment generating 51% or more of its gross income from the sale of alcoholic beverages

(d) Any kennel or other facility for raising or boarding dogs, cats or other animals for commercial purposes. A veterinarian clinic with kennels is permitted on lot 6 only.

(e) Any storage of unsightly articles or vehicles, or the overnight parking of campers, mobile homes or HUD code manufactured housing, boats or motor homes, if visible from State Highway 149, or Malinowski Lane;

(f) Any junk yard, salvage yard or storage facility for abandoned vehicles, abandoned boats or aircraft, or abandoned boat, aircraft or vehicle parts;

(g) The dumping and incineration of garbage or refuse of any nature, except for burn piles while clearing or cleaning property of wood or paper products, and personal trash of landowners. Personal trash burns must be in a pit or contained facility out of view of other property owners.

(h) Any nuisance, noxious or offensive activity;

(i) any illegal activity;

(j) A slaughterhouse or feedlot;

(k) Any mineral refining facility or operations; and

(l). The production of oil, gas and/or any other minerals

2.04. Application of Other Restrictions. No use of the Property shall be permitted which is in violation of any applicable governmental law or regulation, subdivision plat note, or restrictive covenant imposed by the Declarant.

2.05. Building Materials. No building shall have sheet or corrugated aluminum, iron, steel or asbestos covering the exterior walls if visible from State Highway 159 or Malinowski Lane. Tin or metal roofs are excluded from this restriction. Windows shall not be glazed or re-glazed with mirror or reflective glass. All Improvements constructed within the Property shall be built in place on the Lot. All parking surfaces, driveways, sidewalks and other hardstand shall be constructed of concrete, asphalt, pavestone or gravel. Lots 2,3,7,8 and 9 may have metal barns or storage buildings. Any metal building which exists on the property at the time of acquisition is exempt from the foregoing requirement.

2.06. Insurance Rates. Nothing shall be done or kept on any of the Property or any Lot which would increase the rate of insurance on any other Lot, nor shall anything be done or kept on the Property or any Lot which would result in the cancellation of insurance on any other Lot, or which would be in violation of any law or create a nuisance.

2.07. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom, so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. Refuse, garbage and trash shall be kept in a container and any such container shall be kept within an enclosed structure or appropriately screened from view. Notwithstanding the foregoing, the provisions of this Section shall not apply to periods of construction, with sound construction management practices are implemented and observed. Notwithstanding the foregoing, clearing of the land is permitted and brush/limbs generated from the land may be burned in a reasonable and safe manner. Prior to lighting any brush pile, the property owner shall notify the Austin County Sheriff's Department of the intent to burn.

2.08. Noise. No horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No unreasonable noise or other nuisance shall be permitted to exist or operate upon any of the property so as to be offensive or detrimental to any other Property or to its occupants.

2.09. Drainage. There shall be no interference with the established drainage patterns over any of the property unless written approval by the Owner of any Lot affected thereby has been obtained. Drainage related improvements or site work authorized by approved City or County permits shall be deemed to in compliance with this Section. Water storage tanks, or lakes are excluded from this section provided they are completed in accordance with any regulatory bodies.

2.10. Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the Property which are unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no open fires shall be lighted or

permitted on the Property, except that fires shall be permitted in barbeque pits, grills or fire pits, and fires permitted under 2.06.

2.11. Temporary and Prefabricated Structures. No tent, shack, or other temporary building or structure shall be placed upon the Property, except that temporary structures necessary for storage for tools and equipment, and for office space for sales personnel, for architects, builders and foremen during actual construction, re-construction, repair, utility installation and/or maintenance. Any such approved temporary building or structure must be removed from the Property not later than thirty (30) days after the completion of construction. Subject to the foregoing, no preconstructed, prefabricated or existing structure may be moved upon or relocated to any portion of the Property.

2.12. Insurance Rates. Nothing shall be done or kept on any of the Property or any Lot which would increase the rate of insurance on any other Lot, nor shall anything be done or kept on the Property or any Lot which would result in the cancellation of insurance on any other Lot, or which would be in violation of any law or create a nuisance.

2.13. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any portion of the Property. No derrick or other structure designated for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Property. A surface rights waiver will be provided by Ellis Management Company to the extent of their control of the surface.

2.14. Wells drilled on the property must be drilled and completed in accordance with the regulation of the State of Texas and County of Austin and tested to be healthy for human consumption, including without limitation recreational uses, irrigation, thermal wells and geothermal wells. The water well shall be used only by the residents and guest. No more than two households per water well. This section excludes existing well that may be used to provide water for livestock consumption.

2.15. Any metal building which exists on the property at the time of acquisition is exempt from the foregoing requirement

2.16. Unsightly Articles; Machinery and Equipment. The property must be maintained in a neat and orderly fashion. Without limiting the generality of the foregoing, trailers and maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view from the ground level of other Lots within the Property or from any Common Area drive within the Property. No lumber, metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. Notwithstanding the foregoing, (a) the provisions of this Section shall not apply to periods of construction, re-construction, repair, utility installation and/or maintenance, provided that sound construction management practices are implemented and observed or existing debris; and (b) it is recognized that it may not be possible for all service areas and storage areas on those Lots which are in the area surrounded by Interstate Highway 159.

2.17. Completion of Construction. Once commenced, construction shall be diligently pursued to the end that it may not be left in partly finished condition any longer than reasonable or one year whichever is greater, taking into consideration delays caused by government action or force majeure.

2.18. Casualties. In the event of any damage to or destruction of any building or other Improvement on the Property from any cause whatsoever, the Owner upon whose Lot the casualty occurred shall immediately and at its sole expense take all and every action necessary to secure the Lot and the Improvements located thereon so as to prevent injury to the public and/or the tenants and business invitees of any Owner of a Lot for so long as the damaged Improvements remain, and at its sole option and within one (1) year from the date of the casualty, either (i) repair, restore, or rebuild and complete the same with reasonable diligence, (ii) raze and demolish such building or Improvement (or such part thereof that has been damaged or destroyed), clear the affected area of all debris and thereafter either pave and/or landscape such affected area, as provided for in this Declaration and/or required by applicable laws and/or ordinances and keep the same weed-free and clean, or (iii) effectuate any combination of subsections (i) and (ii).

2.19. Subdivision of Lots, Buildings. A Lot may be subdivided only by and among family members or to settle an estate and always subject to county ordinances. No more than two housing structures are permitted for every ten (10) acres in a Lot. No more than one barn, one garage for three cars is permitted for every ten (10) acres of a Lot. Lots 7 and 8 may be divided and not are not required to be conveyed only to family members or to settle and estate. Lots 7 and 8, may not be divided into lots less than 10 acres. Lot 9 may be divided into three tracts exempt from this section. Any divided lots will be subject to all the other restrictions in this document. Any re-subdivision of lots must meet county approval. Lot 3 may build another house, barn, and garage.

2.20. Additional Provisions for Residential Uses. Without limiting any other provisions of this Article VI, the following provisions shall apply to all residential uses on the Property:

(a) Each resident shall keep his patio, terrace, deck or balcony in a good state of cleanliness. Clothes lines are prohibited in such area. A patio, terrace, deck or balcony may be screened. No unsightly storage be permitted on a patio, terrace, deck or balcony.

(b) No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors.

(c) Repair or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent needed for repair, not to exceed 30 days. Inoperable vehicles shall not be permitted, and they may cause them to be towed off the Property at the expense of the person allowing any such vehicle to remain on the Property.

(d) Recreational vehicles and moveable camper/homes must be full enclosed in a garage or out building.

(e) Homes on Lots 2, 3 must face Malinowski Lane. Any barns, garages, or car ports on Lots 1, 2, 3, 4 and 6 must face away from Malinowski Lane. Any residentially occupied building must be located at least 50 feet away from any property line.

ARTICLE III.
RESUBDIVISION BY DECLARANT

3.01. Declarant reserves the right to re-subdivide and change the Lot lines of any part of the Property owned by Declarant at any time and from time to time; provided that such action shall in no way re-align, modify or otherwise affect the boundaries or access points of any Lot (or the Improvements located on any Lot) not owned at the time by Declarant. No lot remaining after re-subdivision shall be less than five acres in size and the re-subdivision must be approved by the

Commissioner's Court of Austin county. Each Owner hereby makes, constitutes and appoints Declarant, with full power of substitution, as his or its lawful attorney-in-fact, with power to execute, acknowledge, file and record with any governmental authority any appropriate documents for the purpose of effecting the re-subdivision of any such Lot or portion thereof, in accordance with the terms of this Declaration. No lots will be divided by declarant after contract or sale of the lot/lots.

ARTICLE IV.
GENERAL PROVISIONS

4.01. Enforcement. Any Owner shall have the right to enforce, by proceeding, at law or in equity, for damages or for injunction or both, all restrictions, covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceeding, the prevailing parties shall be entitled to recover costs and expenses, including reasonable attorney's fees. Failure to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.

4.02. Covenants to Run With The Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with and bind the land within the Property as defined herein, and shall inure to the benefit of the Property and the Owners of Lots therein, and their respective legal representatives, heirs, successors and assigns for a term of forty (30) years from the date this Declaration is recorded in the Official Public Records of Austin County, Texas, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive period of twenty (20) years.

4.03. Modification or Repeal. Any of the provisions of this Declaration may be amended, modified or repealed by a recorded written instrument, executed and acknowledged by the Owners of lots 2, 3, 7, 8, and 9. With the approval of not less than 3 of the 5 lots. Provided however, any amendment, modification or repeal of a right or privilege expressly granted in this Declaration regarding Lot 6, or any amendment, modification or repeal of Section 3.02, shall require the written consent of the Owner(s) of Lot 6. Section 2.09 is exempt from this section.

4.04. Limited Modification by Declarant. At any time prior to the time the Declarant has sold and transferred seventy-five percent of the subdivision by area. Declarant may amend this Declaration without the joinder or consent of any person may correct a clerical error in the plat or the restrictions, so long as the general scheme and plan of development contemplated hereby remains substantially the same. Provided however, any amendment, modification or repeal of a right or privilege expressly granted in this Declaration regarding Lot 6 or any amendment, modification or repeal of Section 2.02 shall require the written consent of the Owner(s) of Lot 6.

4.05. Severability. Invalidation of any of the provisions hereof by a final judgment or decree of any court shall in no way affect or impair the validity of any other provision hereof.

4.06. Successors. Deeds of conveyance of any Lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all said deeds, by becoming an Owner as herein defined of any of the Property, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees, assigns and lessees, binds himself or itself, and such heirs, personal representative, successors, transferees, assigns and lessees, to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

4.07. Word Meanings. Singular shall include the plural, and the masculine gender shall include the feminine and neuter and vise versa unless the context otherwise requires.

4.08. Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only and are not be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

4.09. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Improvements or signs necessary or convenient to the development, sale, operation or other disposition of the Property.

4.10. Notices. Written notices and demands of any kind which are served pursuant to this Declaration shall be deemed served and delivered (i) three (3) days after deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid and appropriately addressed, or (ii) when actually received by any other means, including without limitation hand delivery, delivery by overnight courier, fax transmission or email.

4.11. Notice and Cure Period. Notwithstanding any other provision set forth in this Declaration, it is specifically provided that no remedies of any kind (including, without limitation, the filing of any suits, causes or action or liens) may be exercised unless and until the applicable Owner has been given no less than thirty (30) days prior written notice describing the failure which may give rise to such remedy and a reasonable opportunity to initiate and complete efforts to cure the failure which may give rise to such remedy.

4.12. No Waiver. Failure of an Owner to enforce these restrictions, covenants and conditions is not a waiver.

Signature page follows

Signature page to Declaration of Covenants, Conditions and Restriction for Ellis Ridge Estates

EXECUTED to be effective the 11 day of August, 2020.

Ellis Management Company
a Texas Corporation

By: _____
Billie J. Ellis, President

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11 day of July ____, 2020, by Billie J. Ellis, President of Ellis Interest, Inc. a Texas corporation, on behalf of said corporation; and, said corporation acknowledged this instrument as President of Ellis Management Company, on behalf of said limited partnership.

DARLEENE E. WRIGHT
Notary Public, State of Texas
Comm. Expires 05-25-2024
Notary ID 1180705

_____
Notary Public - State of Texas

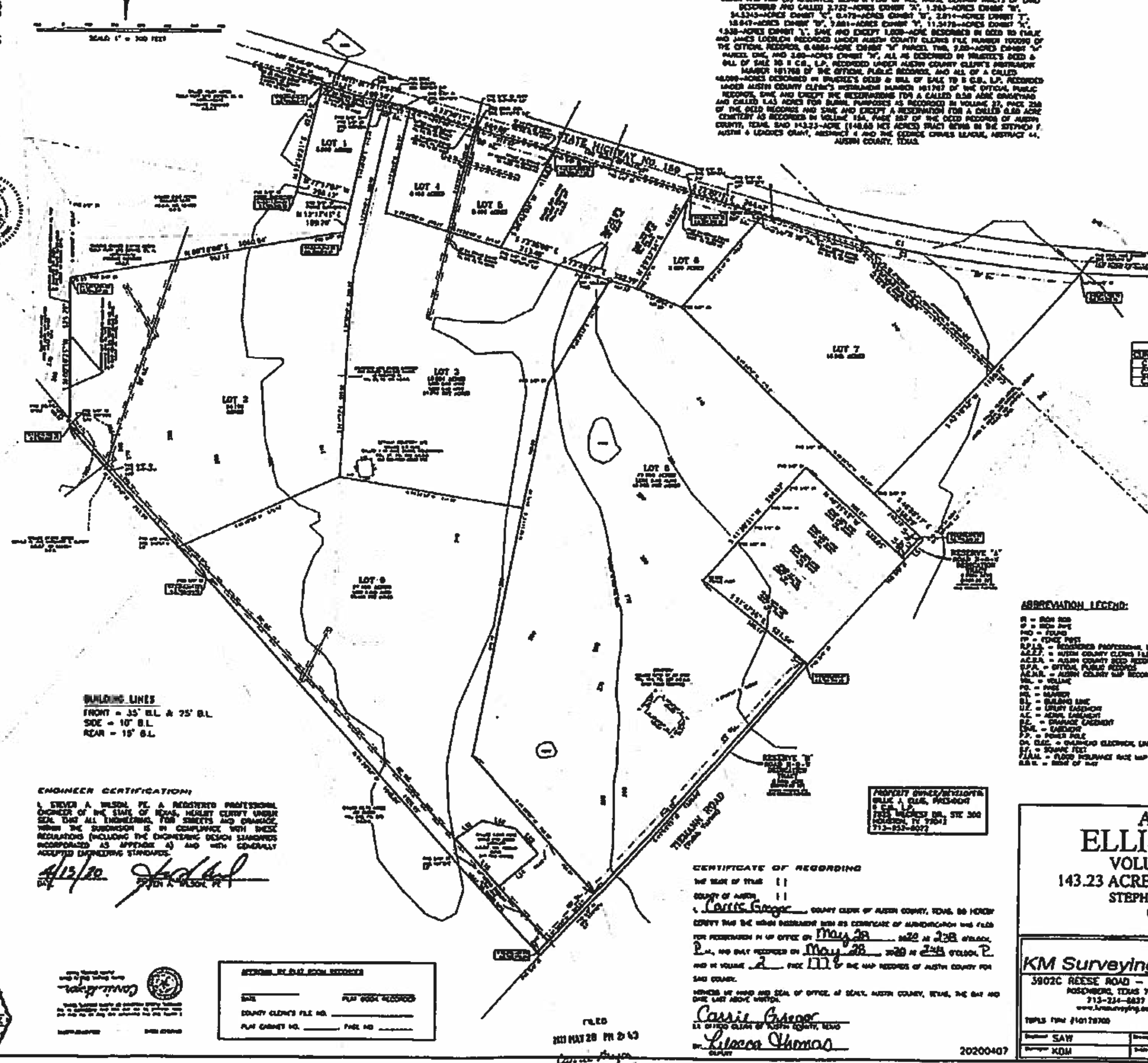
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Houston, Texas 77042

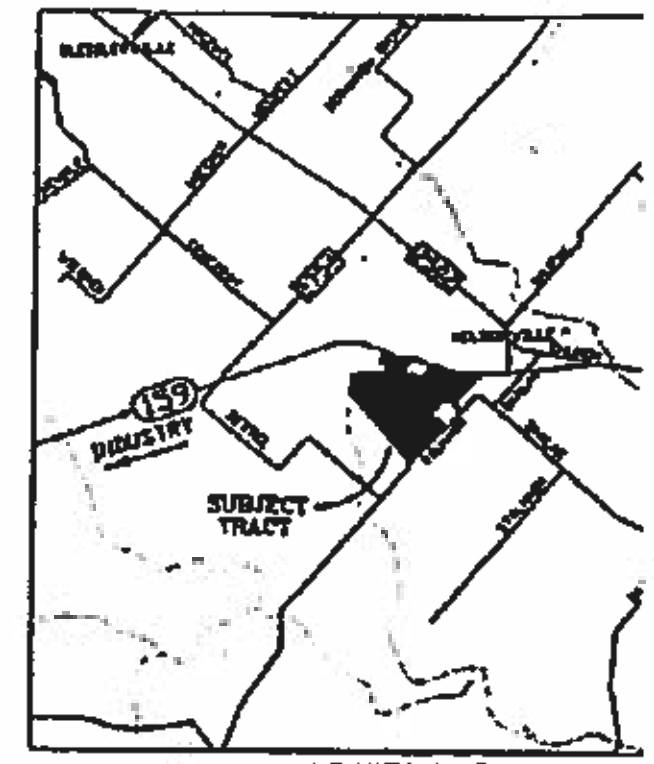
EXHIBIT "A"

Description of 143.23 acres in Austin County, Texas

202107

AMENDING PLAT OF
ELLIS RIDGE ESTATES
VOLUME 2, PAGE 173-174, A.C.P.R.
9 LOTS - 1 BLOCK - 2 RESERVES





VICINITY MAP
NTS

BUILDING LINES
FRONT = 35' B.L. & 25' B.L.
SIDE = 10' B.L.
REAR = 15' B.L.

ENGINEER CERTIFICATION

4/13/20

CERTIFICATE OF RECORDING

May 28
May 28
2
Cassie Gregor
Rebecca Thomas

FILED
2020 MAY 28 PM 2:43

ABBREVIATION LEGEND:

AMENDING PLAT NOTE:

THE PURPOSE OF THIS AMENDING PLAT IS TO CORRECT A SCRIVENER'S ERROR ON THE BEARINGS AND DISTANCES ON THE SOUTH LINES OF LOTS 2 AND 3 AND THE NORTH LINES OF LOT 9 AND THE ACREAGE OF LOT 8.

20200407

202107

AMENDING PLAT OF
ELLIS RIDGE ESTATES
VOLUME 2, PAGE 173 - 174, A.C.P.R.
143.23 ACRES - 9 LOTS - 1 BLOCK - 2 RESERV
STEPHEN F. AUSTIN 4 LEAGUES GRANT, A-4
GEORGE GRIMES SURVEY, A-44
AUSTIN COUNTY

KM Surveying, LLC
3902C REESE ROAD - SUITE 100
ROSENBERG, TEXAS 77471

WILSON ENGINEERING COMPANY, PLLC.

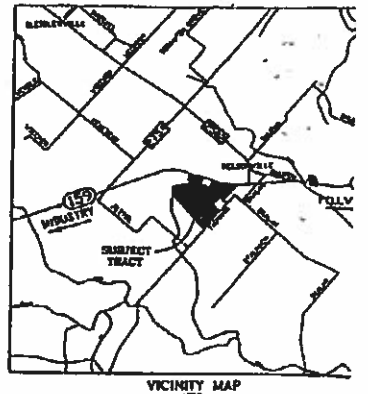
SAW	DWR	4-7-2020	
KDM	1"=200'	KDM	

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202107

AMENDING PLAT OF
ELLIS RIDGE ESTATES
9 LOTS – 1 BLOCK – 2 RESERVES

143.23-ACRE (140.68 NET ACRES) SUBDIVISION CONSISTING OF NINE (9) LOTS, ONE (1) BLOCK AND TWO (2) RESERVES, BEING A PLAT OF ALL THOSE CERTAIN TRACTS OF LAND DESCRIBED AND CALLED 2.133-ACRES OWNER "A", 1.295-ACRES OWNER "B", 5.329-ACRES OWNER "C", 6.478-ACRES OWNER "D", 1.834-ACRES OWNER "E", 10.841-ACRES EXHIBIT "B", 2.881-ACRES EXHIBIT "F", 11.5176-ACRES OWNER "G", 1.338-ACRES OWNER "I", SAVE AND EXCEPT 1.000-ACRE DESCRIBED IN DEED TO DALE AND JAMES LOGELIN RECORDED UNDER AUSTIN COUNTY CLERK'S FILE NUMBER 190259 OF THE OFFICIAL RECORDS, 0.1681-ACRE, CONVEY "H" PARCEL TWO, 2.019-ACRES CONVEY "H" PARCEL ONE, AND 2.286-ACRES CONVEY "H" ALL AS DESCRIBED IN TRUSTEE'S DEED & BILL OF SALE TO 6 C.R., L.P. RECORDED UNDER AUSTIN COUNTY CLERK'S INSTRUMENT NUMBER 181765 OF THE OFFICIAL PUBLIC RECORDS, AND ALL OF A CALLED 40.099-ACRES DESCRIBED IN TRUSTEE'S DEED & BILL OF SALE TO 6 C.R., L.P. RECORDED UNDER AUSTIN COUNTY CLERK'S INSTRUMENT NUMBER 181767 OF THE OFFICIAL PUBLIC RECORDS, SAVE AND EXCEPT THE RESERVATIONS FOR A CALLED 0.68 ACRE CEMETERY AS RECORDED IN VOLUME 134, PAGE 387 OF THE DEED RECORDS OF AUSTIN COUNTY, TEXAS, AND 143.23-ACRE (140.68 NET ACRES) TRACT SITUATED IN THE STEPHEN F. AUSTIN 4 LEAGUES GRANT, ABSTRACT 4 AND THE GEORGE GRIMES LEAGUE, ABSTRACT 44, AUSTIN COUNTY, TEXAS.



VICINITY MAP
NTS

NOTES:

AUTHORITY AND OTHER RECORDING INFORMATION (INFORMATION AS PER DATA PLANNING SECTION PROVIDED BY ALL TEXAS TITLE, GF#: 140825, EFF. 08/28/2020, WITH AN ISSUE DATE OF FEBRUARY 11, 2020, AND PROVIDED TO KM SURVEYING, LLC, FOR PLANNING ENGINEERING PURPOSES ONLY.

1. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
2. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
3. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
4. SUBJECT TO A TELEPHONE LINE RIGHT OF WAY TO HOUSTON TELEPHONE COMPANY AS RECORDED IN VOLUME 135, PAGE 57 OF THE AUSTIN COUNTY DEED RECORDS.
5. SUBJECT TO A TELEPHONE LINE RIGHT OF WAY TO HOUSTON TELEPHONE COMPANY AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
6. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
7. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
8. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
9. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
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16. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
17. SUBJECT TO A TELEPHONE LINE RIGHT OF WAY TO HOUSTON TELEPHONE COMPANY AS RECORDED IN AUSTIN COUNTY CLERK'S FILE NUMBER 181767 OF THE OFFICIAL RECORDS.
18. SUBJECT TO A RIGHT OF WAY EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC. AS RECORDED IN VOLUME 344, PAGE 97 OF THE AUSTIN COUNTY DEED RECORDS.
19. SUBJECT TO A RIGHT OF WAY AND EASEMENT TO SAM HOUSTON ELECTRIC COOPERATIVE, INC. AS RECORDED IN AUSTIN COUNTY CLERKS FILE NUMBER 190259 OF THE OFFICIAL RECORDS.
20. SUBJECT TO A TELEPHONE LINE RIGHT-OF-WAY EASEMENT TO HOUSTON TELEPHONE COMPANY AS RECORDED IN AUSTIN COUNTY CLERKS FILE NUMBER 190259 OF THE OFFICIAL RECORDS.
21. SUBJECT TO A TELEPHONE LINE RIGHT-OF-WAY EASEMENT TO HOUSTON TELEPHONE COMPANY AS RECORDED IN AUSTIN COUNTY CLERKS FILE NUMBER 190259 OF THE OFFICIAL RECORDS.
22. SUBJECT TO A RESERVATION OF 1/2 MAE FOR GRAVEYARD, 1/2 ACRE FOR BURIAL PURPOSES AND A RIGHT OF WAY TO GRAVEYARD AS RECORDED IN VOLUME 81, PAGE 39 OF THE AUSTIN COUNTY DEED RECORDS.
23. SUBJECT TO CERTAIN RESTRICTIONS ON LOT 2 OF 2.000 ACRES AS RECORDED IN THE AUSTIN COUNTY CLERKS FILE NUMBER 190259 OF THE OFFICIAL RECORDS.
24. SUBJECT TO A RESERVATION FOR A CEMETERY OF 0.68 ACRE AS RECORDED IN A DEED RECORDED IN VOLUME 134, PAGE 387 OF THE AUSTIN COUNTY DEED RECORDS.

PLAT NOTES:

STREET WIDENING EASEMENTS

1. RIGHT-OF-WAY EASEMENTS FOR ROAD WIDENING STREETS ON ADJOINING DEDICATED ROADS, AS DESCRIBED BY THE LANDOWNER LAWS, A STREET OR DRIVEWAY APPROPRIATE TYPE, ACTUALLY CONSTRUCTED ON THE PROPERTY, THE COUNTY MAY USE FROM AT ANY TIME IN THE JURISDICTION OF ANY STREET WIDENING CANNOT FOR CONVENIENCE, CONVENIENCE OR MAINTENANCE.

OWNER'S RESPONSIBILITIES

2. THE OWNERS OF ALL STREETS, DRIVES OR CULVERTS IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF SUCH PLANS PRESCRIBED BY COMMISSIONERS COURT COMMISSIONERS COURT ADOPTED AS REGULATIONS TO BUILD OR MAINTAIN ANY OF SUCH STREETS OR DRIVES. THIS PLAT DOES BY DEDICATING ANY OF THE STREETS OR DRIVES, AUTHORIZE ANY OF THE COUNTY TO ASSUME RESPONSIBILITY FOR THE CONSTRUCTION OF ANY STREETS OR DRIVES WITHIN THE SUBDIVISION, FROM THE COMMISSIONERS COURT OF THE COUNTY, AND RELIEVE THE RESPONSIBILITY FOR MAINTENANCE OF THE STREETS. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR THE DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINS OR PROTECTING THE STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. PLOOD PLAIN DATA, IF PRESENTED, MAY CHANGE BECAUSE OF "DEVELOPMENT" ENCROACHMENT.

NOTICING PLAT NOTE:

THE PURPOSE OF THIS AMENDING PLAT IS TO CORRECT A SCRIVENER'S ERROR ON THE BEARINGS AND DISTANCES ON THE SOUTH LINES OF LOTS 2 AND 3 AND THE NORTH LINES OF LOT 9 AND THE ACREAGE OF LOT 9.

STATE OF TEXAS
COUNTY OF AUSTIN

I, Carrie Gregor, County Clerk of Austin County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on May 28, 2020, at 2:43 o'clock P.M., and duly recorded on May 28, 2020, at 2:43 o'clock P.M., and in Volume 2 Page 190 of the map records of Austin County for said County.

Witness my hand and seal of office, at Bellville, Austin County, Texas, the day and date last above written.

Carrie Gregor
County Clerk, Austin County, Texas
By: Rebecca Thomas
Deputy

FILED
2020 MAY 28 PM 2:43
Carrie Gregor
County Clerk
Austin County, Texas

20200407

202107

STATE OF TEXAS
COUNTY OF AUSTIN

I certify that this instrument was filed in the file number sequence on the date and at the time stamped hereon by me and was duly recorded in the Official Records of Austin County, Texas.

Carrie Gregor
County Clerk
Austin County, Texas

RETURN TO: FILE BOOK RECORDER

DATE _____ FILE BOOK RECORDER

COUNTY CLERK'S FILE NO. _____

PLAT CABINET NO. _____ PAGE NO. _____

PROPERTY OWNER/DEVELOPER
BILLIE J. DALE, PRESIDENT
6 C.R., L.P.
7503 WESTCHASE DR., STE 300
HOUSTON, TX 77063
713-952-8527

AMMENDING PLAT OF

ELLIS RIDGE ESTATES

143.23 ACRES - 9 LOTS - 1 BLOCK - 2 RESERVES
STEPHEN F. AUSTIN 4 LEAGUES GRANT, A-4
GEORGE GRIMES SURVEY, A-44
AUSTIN COUNTY

KM Surveying, LLC
3902C REESE ROAD - SUITE 100
ROSENBERG, TEXAS 77471
713-234-6827
www.kmsurveying.com
TBPLS Firm #10193709

WILSON ENGINEERING COMPANY, PLLC.
TxBPE Firm No. F-7630

Project: SAW	Drawn By: DMR	Date: 4-7-2020	Job Number: 190.
Surveyor: KDM	Scale: 1"=200'	Field Date: KDM	Sheet: 2 of

Exhibit B

METES AND BOUNDS DESCRIPTION
20-FOOT WIDE ACCESS EASEMENT
0.032 ACRE
LOT 2 FBO LOT 1
AMENDING PLAT OF ELLIS RIDGE ESTATES
STEPHEN F. AUSTIN 4 LEAGUES GRANT, ABSTRACT NO. 4
AUSTIN COUNTY, TEXAS

A 20-FOOT WIDE ACCESS EASEMENT CONTAINING 0.032-ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN 4 LEAGUES GRANT, ABSTRACT NO. 4, AUSTIN COUNTY, TEXAS, BEING OVER AND ACROSS LOT 2, BLOCK 1, FOR THE BENEFIT OF LOT 1 OF THE AMENDING PLAT OF ELLIS RIDGE ESTATES RECORDED IN VOLUME 2, PAGE 177 OF THE AUSTIN COUNTY MAP RECORDS, SAID 20-FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE RECORDED PLAT OF SAID AMENDING PLAT OF ELLIS RIDGE ESTATES):

COMMENCING at a 5/8-inch iron rod with cap stamped "RPLS 5485" found in the south right-of-way line of State Highway 159 (100-feet wide) marking the common north corner of Lot 2 and said Lot 3 of said Amending Plat of Ellis Ridge Estates and being the northwest corner of the herein described easement;

(1) **THENCE** South 12°20'40" West, 80.21 feet along the common line of said Lots 2 and 3 to a point for the northeast corner and **POINT OF BEGINNING** of the herein described easement;

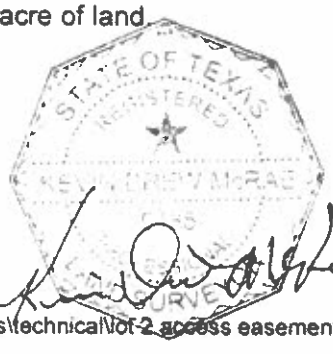
(2) **THENCE** South 12°20'40" West, 20.00 feet continuing along said common line to a point for the southeast corner of the herein described easement;

(3) **THENCE** North 77°39'20" West, 70.00 feet over and across said Lot 2 to a point in the common line of said Lots 1 and 2 for the southwest corner of the herein described easement

(4) **THENCE** North 12°20'40" East, 20.00 feet to the northeast corner of the herein described easement;

(5) **THENCE** South 77°39'20" East, 70.00 feet over and across said Lot 2 to the **POINT OF BEGINNING** and containing 0.032-acre of land.

KM SURVEYING, LLC
Kevin Drew McRae, R.P.L.S.
Texas Registration No. 5485
3902 Reese Road, Suite C-100
Rosenberg, Tx 77471



7/25/2020

Date 07/25/20 kdm
Job No. 2310-1902 Lot 2 FBO Lot 1 easement
File No. Z:\KM PROJECTS_2310\2310-1902\documents\technical\lot 2 access easement fbo lot 1.doc

Exhibit C

METES AND BOUNDS DESCRIPTION
20-FOOT WIDE ACCESS EASEMENT
0.046 ACRE
LOT 3 FBO LOT 1
AMENDING PLAT OF ELLIS RIDGE ESTATES
STEPHEN F. AUSTIN 4 LEAGUES GRANT, ABSTRACT NO. 4
AUSTIN COUNTY, TEXAS

A 20-FOOT WIDE ACCESS EASEMENT CONTAINING 0.046-ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN 4 LEAGUES GRANT, ABSTRACT NO. 4, AUSTIN COUNTY, TEXAS, BEING OVER AND ACROSS LOT 3, BLOCK 1, FOR THE BENEFIT OF LOT 1 OF THE AMENDING PLAT OF ELLIS RIDGE ESTATES RECORDED IN VOLUME 2, PAGE 177 OF THE AUSTIN COUNTY MAP RECORDS, SAID 20-FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE RECORDED PLAT OF SAID AMENDING PLAT OF ELLIS RIDGE ESTATES):

BEGINNING at a 5/8-inch iron rod with cap stamped "RPLS 5485" found in the south right-of-way line of State Highway 159 (100-feet wide) marking the common north corner of Lot 2 and said Lot 3 of said Amending Plat of Ellis Ridge Estates and being the northwest corner of the herein described easement;

(1) **THENCE** South 73°30'15" East, 20.05 feet along the south right-of-way of said State Highway 159 and the north line of said Lot 3, to a point for the northeast corner of the herein described easement;

(2) **THENCE** South 12°20'40" West, 98.76 feet to the southeast corner of the herein described easement;

(3) **THENCE** North 77°39'20" West, 20.00 feet to a point in the common line of said Lots 2 and 3 for the southwest corner of the herein described easement;

(4) **THENCE** North 12°20'40" East, 100.21 feet along said common line to the **POINT OF BEGINNING** and containing 0.046-acre of land.

KM SURVEYING, LLC

Kevin Drew McRae, R.P.L.S.
Texas Registration No. 5485
3902 Reese Road, Suite C-100
Rosenberg, Tx 77471



Date: 07/25/20 kdm
Job No: 2310-1902 Lot 3 FBO Lot 1 easement
File No: Z:\KM PROJECTS_2310\2310-1902\documents\technical\lot 3 access easement fbo lot 1.doc

Exhibit D

METES AND BOUNDS DESCRIPTION
20-FOOT WIDE ACCESS EASEMENT
0.670 ACRE
LOT 3 FBO LOTS 2 & 9
AMENDING PLAT OF ELLIS RIDGE ESTATES
STEPHEN F. AUSTIN 4 LEAGUES GRANT, ABSTRACT NO. 4
AUSTIN COUNTY, TEXAS

A 20-FOOT WIDE ACCESS EASEMENT CONTAINING 0.670-ACRE TRACT OF LAND SITUATED IN THE STEPHEN F. AUSTIN 4 LEAGUES GRANT, ABSTRACT NO. 4, AUSTIN COUNTY, TEXAS, BEING OVER AND ACROSS LOT 3, BLOCK 1, OF THE AMENDING PLAT OF ELLIS RIDGE ESTATES RECORDED IN VOLUME 2, PAGE 177 OF THE AUSTIN COUNTY MAP RECORDS, SAID 20-FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE RECORDED PLAT OF SAID AMENDING PLAT OF ELLIS RIDGE ESTATES):

BEGINNING at a 5/8-inch iron rod with cap stamped "RPLS 5485" found in the south right-of-way line of State Highway 159 (100-feet wide) marking the common north corner of Lot 2 and said Lot 3 of said Amending Plat of Ellis Ridge Estates and being the northwest corner of the herein described easement;

(1) **THENCE** South 73°30'15" East, 20.05 feet along the south right-of-way of said State Highway 159 and the north line of said Lot 3, to a point for the northeast corner of the herein described easement;

THENCE over and across said Lot 3 as follows:

(2) South 12°20'40" West, 657.24 feet to a point for corner;

(3) South 04°50'40" West, 264.54 feet to a point for corner;

(4) South 02°41'22" East, 535.98 feet to a point in the north line of Lot 9 of said Amending Plat of Ellis Ridge Estates and being the southeast corner of the herein described easement;

(5) **THENCE** North 80°23'33" West, 20.15 feet along the common line of said Lot 3 and Lot 9 to a 5/8-inch iron road with cap stamped "RPLS 5485" found marking the common corner of said Lots 2, 3, and 9 and being the southwest corner of the herein described easement;

(6) **THENCE** North 02°41'22" West, 533.93 feet along the common line of said Lots 2 and 3 to a 5/8-inch iron road with cap stamped "RPLS 5485" found marking an angle point in said common line;

(7) **THENCE** North 04°50'40" East, 266.23 feet continuing along said common line to a 5/8-inch iron road with cap stamped "RPLS 5485" found marking an angle point in said common line;

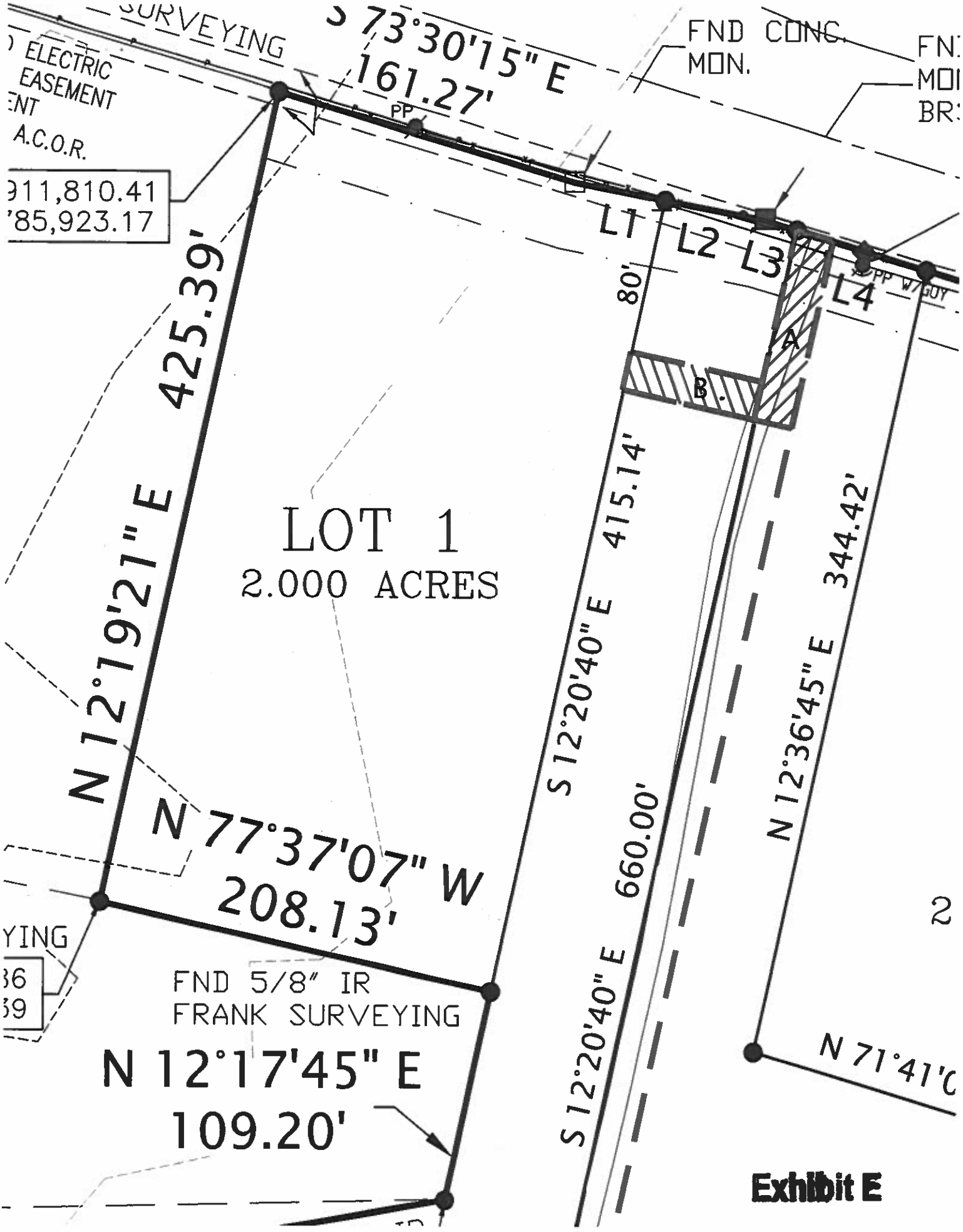
(8) **THENCE** North 12°20'40" East, 660.00 feet continuing along said common line to the **POINT OF BEGINNING** and containing 0.670-acre of land.

KM SURVEYING, LLC



Kevin Drew McRae, R.P.L.S.
Texas Registration No. 5485
3902 Reese Road, Suite C-100
Rosenberg, Tx 77471

Date: 07/25/20 kdm
Job No: 2310-1902 Lot 3 easement
File No: Z:\KM PROJECTS_2310\2310-1902\documents\technical\lot 3 access easement.doc


SURVEYING
ELECTRIC
EASEMENT
ENT
A.C.O.R.
911,810.41
785,923.17
S 73°30'15" E
161.27'
PP
FND CONC.
MON.
FN
MO
BR
L1
L2
L3
L4
80'
PP W/GUY
A
B
LOT 1
2.000 ACRES
N 12°19'21" E
425.39'
S 12°20'40" E
415.14'
N 12°36'45" E
344.42'
S 12°20'40" E
660.00'
N 77°37'07" W
208.13'
FND 5/8" IR
FRANK SURVEYING
N 12°17'45" E
109.20'
N 71°41'
Exhibit E

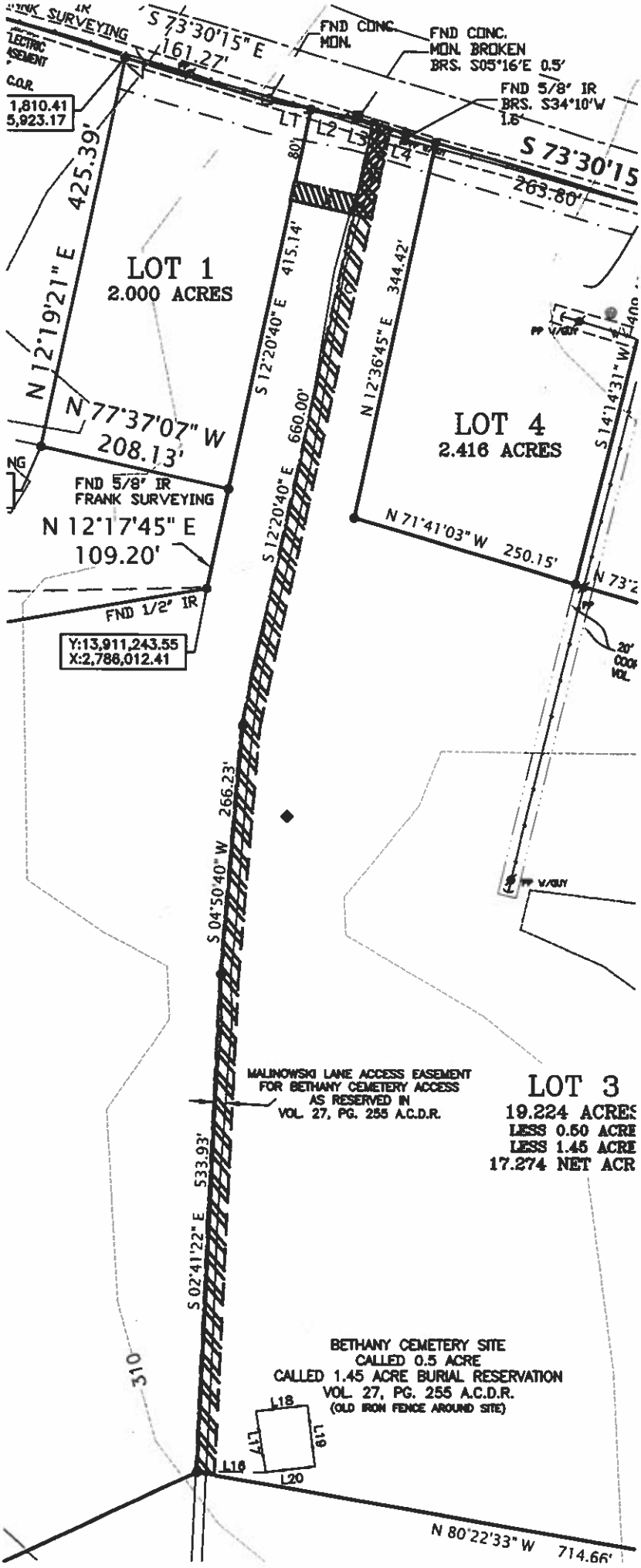

FRANK SURVEYING
S 73°30'15" E
161.27'
FND CONC. MON.
FND CONC. MON. BROKEN BRS. S05°16'E 0.5'
FND 5/8" IR BRS. S34°10'W 1.6'
S 73°30'15
263.80'
C.O.R.
1,810.41
5,923.17
N 12°19'21" E 425.39'
LOT 1
2.000 ACRES
N 77°37'07" W
208.13'
FND 5/8" IR
FRANK SURVEYING
N 12°17'45" E
109.20'
FND 1/2" IR
Y:13,911,243.55
X:2,786,012.41
S 12°20'40" E 415.14'
S 12°20'40" E 660.00'
N 12°36'45" E 344.42'
LOT 4
2.416 ACRES
S 14°14'31" W
N 71°41'03" W 250.15'
S 04°50'40" W 266.23'
MALINOWSKI LANE ACCESS EASEMENT
FOR BETHANY CEMETERY ACCESS
AS RESERVED IN
VOL. 27, PG. 255 A.C.D.R.
LOT 3
19.224 ACRES
LESS 0.50 ACRE
LESS 1.45 ACRE
17.274 NET ACR
S 02°41'22" E 533.93'
310
BETHANY CEMETERY SITE
CALLED 0.5 ACRE
CALLED 1.45 ACRE BURIAL RESERVATION
VOL. 27, PG. 255 A.C.D.R.
(OLD IRON FENCE AROUND SITE)
N 80°22'33" W 714.66'

Exhibit F