1244 341

005913

STATE OF TEXAS *

COUNTY OF BURNET *

REVISED RESTRICTIONS, CONDITIONS, AND COVENANTS
SMITHWICK MILL ESTATES, INC

1. There shall be no outbuilding erected on any lot in said subdivision to be used as a dwelling unless said building is constructed on a permanent foundation (concrete or pier and beam). All sanitary plumbing confirms with the minimum requirements of the Health Department of Burnet County in the State of Texas.

Mobile homes used as a dwelling must be a minimum of 10'x42'. Mobile homes must be enclosed and completed within 180 days of mobile home being set up on property. There shall not be more than one (1) mobile home per ½ acre.

Travel/camper trailers and motor homes may be used as a temporary dwelling only. Property owners may use the above as a dwelling when remodeling or constructing a permanent dwelling. This is limited to 180 days and may be extended with approval of the Association. Must meet Health Department of Burnet County sanitary requirements.

The above trailers and motor homes may be used as a temporary dwelling by property owners for special events, friends and relatives for a maximum of fourteen (14) consecutive days. Must meet Health Department of Burnet County sanitary requirements.

2. There is reserved an easement along and within five (5) feet of the back line of all lots in said subdivision, and ten (10) feet along and within the front line of all lots in said subdivision for perpetual maintenance of conduits, poles, wires and fixtures for electrical lights, telephones, water lines, road drains and other public or quasi-public utilities, and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right to ingress or egress from across said premises to employees of said utilities. There shall be no hindrance of these said easements by property owners. It is understood and agreed that it will not be considered a violation of the easement granted herein if wires or cables carried by said pole line pass over some portion of said lots not within the five foot wide and ten foot wide strip so long as said lines do not hinder the construction of buildings on any lots in this subdivision

3. No outside toilet or privy shall be erected or maintained in the subdivision. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Burnet County in the State of Texas.

4. The property owners association may amend these restrictions by a majority vote of property owners association members on the basis of one vote for each said lot.

5. Any property owner desiring to keep livestock on his lot will be permitted to do so only if

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1244 341

he erects a suitable fence around his lot or lots and is to contain said livestock, and protections will at all times be provided other property owners therefrom.

6. Any property owner who has a common property boundary between his property and any other property owner in the subdivision or outside the subdivision will not be permitted to disturb or molest, or tear down, or destroy any existing fence placed on said common boundary.

7. No commercial hog pens, cattle pens, or other noxious activity will be permitted or allowed to be conducted on any lot in said subdivision. There will be no private or collective dump grounds allowed in the subdivision under any circumstances.

8. The maintenance of roads, streets and parks in said subdivision is the responsibility of property owners association in said subdivision.

9. Junked vehicles are not permitted to be stored on property unless said vehicle is enclosed within a building or covered where it is not visible from the road or other property owners.

Junk vehicles are defined as a motor vehicle that is wrecked, dismantled or has remained inoperable for more than ninety (90) consecutive days.

Special interest vehicle/antique are permitted. Defined as a motor vehicle of any age that has not been changed from original manufacturer's specifications, and because of it's historic interest, is being preserved by a property owner.

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1 2 4 0 2

10. All property owners must make all attempts to keep their dogs restricted to the owner's property.

11. There shall be a yearly twenty-five dollar ($25.00) property owners fee paid to the SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC.. These monies are for the maintenance of roads and property owners park.

12. If the owner of any lot in said subdivision, or any other person is in violation of any covenant herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate, any such covenant and to prevent either them or him from so doing or to recover damages or other dues for such violation in validation of any one or more of these covenants and restrictions by judgment of any court which in nowise affects any of the other covenant restrictions and provisions herein contained, and shall remain in full force and effect.

This document is to be construed by the laws of the State of Texas and venue for any legal proceeding shall be in Burnet County, Texas.

Revised Smithwick Mill Estates Property Owners Association, INC. Restrictions, Conditions, and Covenants, Approved and Adopted April 12, 1997.

SMITHWICK MILL ESTATES PROPERTY
OWNERS ASSOCIATION, INC.

BY _____
THOMAS E. KROESE, President

ATTEST:

_____
WILFORD R. FRY
Corporate Vice President

ATTEST:

_____
WILLIAM H. HUPP
Corporate Secretary Treasurer

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1244 0343

STATE OF TEXAS *

COUNTY OF BURNET *

This instrument was acknowledged before me this 18 day of MAY, 2004, by THOMAS E. KROESE, President of SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Texas corporation, in behalf of said corporation.

_____
Notary Public, State of Texas
BETTY DEWBRE, My commission expires: 6/9/05

BETTY DEWBRE
MY COMMISSION EXPIRES
June 9, 2005

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS in the volume and Page as shown.

Janet Parker
County Clerk
Burnet County, Texas
By _____
DEPUTY

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under federal law.

SCANNED

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

1244 0344

005913

FILED

2004 MAY 20 AM 11:04

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

013461

STATE OF TEXAS *

COUNTY OF BURNET *

REVISED RESTRICTIONS, CONDITIONS, AND COVENANTS
SMITHWICK MILL ESTATES, INC

1. There shall be no outbuilding erected on any lot in said subdivision to be used as a dwelling unless said building is constructed on a permanent foundation (concrete or pier and beam). All sanitary plumbing confirms with the minimum requirements of the Health Department of Burnet County in the State of Texas.

2. After January 1st, 2005, any new mobile home to be used as a permanent dwelling in the subdivision must be a minimum of 14 feet in width.

3. Mobile homes must be enclosed and completed within 180 days of mobile home being set up on property. There shall not be more than one (1) mobile home per ½ acre.

4. Travel/camper trailers and motor homes may be used as a temporary dwelling only. Property owners may use the above as a dwelling when remodeling or constructing a permanent dwelling. This is limited to 180 days and may be extended with approval of the Association. Must meet Health Department of Burnet County sanitary requirements.

5. The above trailers and motor homes may be used as a temporary dwelling by property owners for special events, friends and relatives for a maximum of fourteen (14) consecutive days. Must meet Health Department of Burnet County sanitary requirements.

6. There is reserved an easement along and within five (5) feet of the back line of all lots in said subdivision, and ten (10) feet along and within the front line of all lots in said subdivision for perpetual maintenance of conduits, poles, wires and fixtures for electrical lights, telephones, water lines, road drains and other public or quasi-public utilities, and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right to ingress or egress from across said premises to employees of said utilities. There shall be no hindrance of these said easements by property owners. It is understood and agreed that it will not be considered a violation of the easement granted herein if wires or cables carried by said pole line pass over some portion of said lots not within the five foot wide and ten foot wide strip so long as said lines do not hinder the construction of buildings on any lots in this subdivision

7. No outside toilet or privy shall be erected or maintained in the subdivision. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Burnet County in the State of Texas.

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
2007 0538

8. Any property owner desiring to keep livestock on his lot will be permitted to do so only if he erects a suitable fence around his lot or lots and is to contain said livestock, and protections will at all times be provided other property owners therefrom.

9. Any property owner who has a common property boundary between his property and any other property owner in the subdivision or outside the subdivision will not be permitted to disturb or molest, or tear down, or destroy any existing fence placed on said common boundary.

10. No commercial hog pens, cattle pens, or other noxious activity will be permitted or allowed to be conducted on any lot in said subdivision. There will be no private or collective dump grounds allowed in the subdivision under any circumstances.

11. The maintenance of roads, streets and parks in said subdivision is the responsibility of property owners association in said subdivision.

9. Junked vehicles are not permitted to be stored on property unless said vehicle is enclosed within a building or covered where it is not visible from the road or other property owners. Junk vehicles are defined as a motor vehicle that is wrecked, dismantled or has remained inoperable for more than ninety (90) consecutive days.

10. Special interest vehicle/antique are permitted. Defined as a motor vehicle of any age that has not been changed from original manufacturer's specifications, and because of it's historic interest, is being preserved by a property owner.

11. All property owners must make all attempts to keep their dogs restricted to the owner's property.

12. There shall be a annual twenty-five dollar ($25.00) assessment fee paid to the SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION (SMEPOA), INC. for the maintenance and upkeep of the property owner association park and roads.

13. The annual assessment fee will be due on or before January 15th of each year.

14. Failure to pay the annual assessment fee within 30 days of its due date will incur an additional $25.00 late fee based on an annual basis.

15. Use of the SMEPOA park road shall be restricted to POA members and guests that visit the park.

16. The property owners association may amend these restrictions by a majority vote of property owners association members on the basis of one vote for each said lot.

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
12 0539

17. If the owner of any lot in said subdivision, or any other person is in violation of any covenant herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate, any such covenant and to prevent either them or him from so doing or to recover damages or other dues for such violation in validation of any one or more of these covenants and restrictions by judgment of any court which in nowise affects any of the other covenant restrictions and provisions herein contained, and shall remain in full force and effect.

This document is to be construed by the laws of the State of Texas and venue for any legal proceeding shall be in Burnet County, Texas.

Revised Smithwick Mill Estates Property Owners Association, INC. Restrictions, Conditions, and Covenants, Approved and Adopted October 25, 2004..

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1287 0540

SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC.

BY _____
THOMAS KROESE, President

ATTEST:

_____
WILFORD R. FRY
Corporate Vice President

ATTEST:

_____
WILLIAM H. HUPP
Corporate Secretary Treasurer

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1287 0541

STATE OF TEXAS *

COUNTY OF BURNET *

This instrument was acknowledged before me this 7 day of NOV 2004, 2004, by THOMAS E. KROESE, President of SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Texas Corporation, in behalf of said corporation.

_____
Notary Public, State of Texas BETTY DEWBRE
6/9/05 , My commission expires: 6/9/05

BETTY DEWBRE
MY COMMISSION EXPIRES
June 9, 2005

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS in the volume and Page as shown.

Janet Parker
County Clerk
Burnet County, Texas

By _____
DEPUTY

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under federal law.

013461

FILED

2004 NOV -9 AM 9:34

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

2450 0521

SCANNED

Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

6188

WARRANTY DEED

M-8057

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

That SMITHWICK MILL ESTATES, INC., a Texas Corporation

of the County of Burnet and State of Texas for and in consideration of the sum of TEN AND NO/100---($10.00)---------- DOLLARS and other valuable consideration to the undersigned paid by the grantee s herein named, the receipt of which is hereby acknowledged, and for which no lien, express or implied, is retained to secure same.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto LANCE BOOTH and wife, BRENDA BOOTH

of the County of Montogomery and State of Arkansas, all of the following described real property in Burnet County, Texas, to-wit:

BEING 1.462 acres of land in Burnet County, Texas, more particularly described by metes and bounds in Exhibit "A", attached hereto and incoporated herein.

And being also known as Tract Seven A (7A), SMITHWICK MILLS ESTATE, Burnet County, Texas.

RECORDER'S MEMORANDUM:
EXHIBIT "A" WAS NOT
ATTACHED AT TIME OF
FILING.

VOL. 490 PAGE 796

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee s, their heirs and assigns forever; and it do hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee s, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 7th day of November, A.D. 19 90

SMITHWICK MILL ESTATE, INC.
By: Cecil C. Lewis
Name: CECIL C. LEWIS
Title: PRESIDENT

Mailing address of each grantee:

Name: Lake Booth
Address: RT 2, Box 107
Mount Ida, AR 71957

Name:
Address:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the 7th day of November, 1990,
by CECIL C. LEWIS, PRESIDENT of SMITHWICK MILL
ESTATE, a Texas Corporation.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

ROBERT A. KLAEGER
Notary Public, State of Texas
My Commission Expires 2/14/92

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by
of
a corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

Service Title Company
117 Main St.
Marble Falls, Texas 78654

PREPARED IN THE LAW OFFICE OF:

ROBERT A. KLAEGER
801 3rd Street
Marble Falls, TX 78654

6188

FILED
1990 NOV -9 AM 10 22
MILLIE WILLIAMS
COUNTY CLERK
BURNET, TEXAS

VOL. 490 PAGE 797

FILED FOR RECORD 9th DAY OF NOVEMBER, 1990, AT 10:22 O'CLOCK A. M.
RECORDED THIS THE 12TH DAY OF NOVEMBER, 1990, AT 10:40 O'CLOCK A. M.
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: DEPUTY.

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

3873

That Smithwick Mill Estates, Inc., a Texas Corporation, of Marble Falls, Texas, being the legal and equitable owners of Smithwick Mill Estates, Inc., a real estate subdivision in Burnet County, Texas, which said subdivision is comprised of 57 lots, more or less, and evidenced by plat thereof which is attached hereto as Exhibit A and made a part hereof, did by resolution of the Board of Directors thereof on the 7 day of September, 1971 acknowledge and adopt the following restrictions applicable to said subdivision:

1. There shall be no outbuilding or basement erected on any lot in said subdivision to be used as a dwelling, temporary or permanent, nor shall any shack be placed on any lot nor any trailer placed on any lot for living purposes, temporary or permanent, unless said trailer can be characterized as a mobile home and be not smaller than 10' x 42'. No trailer or shack or residence of temporary character in violation hereof shall be permitted.

2. There is reserved an easement along and within five (5) feet of the back line of all lots in said subdivision, and ten (10) feet along and within the front line of all lots in said subdivision for perpetual maintenance of conduits, poles, wires and fixtures for electrical lights, telephones, water lines, road drains, and other public or quasi-public utilities, and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress and egress from across said premises to employees of said utilities.

VOL 191 PAGE 223

There shall be no hindrance of these said easements by property owners. It is understood and agreed that it will not be considered a violation of the provisions of the easement granted herein if wires or cables carried by said pole line pass over some portion of said lots not within the five foot wide and ten foot wide strip so long as said lines do not hinder construction of buildings on any lots in this subdivision.

3. No outside toilet or privy shall be erected or maintained in the subdivision. All sanitary plumbing shall conform with the minimum requirement of the Health Department of Burnet County in the State of Texas.

4. The property owners may amend these restrictions by a majority vote of property owners on the basis of one vote for each lot owned.

5. Any property owner desiring to keep livestock on his lot will be permitted to do so only if he erects a suitable fence around his lot or lots and is to contain said livestock, and protection will at all times be provided other property owners therefrom.

6. Any property owner who has a common property boundary between his property and any other property owner in the subdivision or outside the subdivision will not be permitted to disturb or molest, or tear down, or destroy any existing fence thereon or fence placed on said common boundary.

7. No commercial hog pens, cattle pens, or other noxious activity will be permitted or allowed to be conducted on any lot in said subdivision. There will be no private or collective dump grounds allowed in the subdivision under any circumstances.

8. The maintenance of roads, streets and parks in said subdivision is the responsibility of property owners in said

VOL 191 PAGE 227

subdivision.

9. There has been erected and built and provided by the subdivider corporation, a deep water well with sufficient storage tank capacity to supply all property owners. Any property owner desiring to have his supply of water furnished by the subdivider from this water system will pay $100.00 hook-up fee and $7.00 per month flat fee for water supplied him. The subdivider reserves the right to sell the water system at any time, but first offer of sale must be made to the property owners of said subdivision and if the property owners, after expiration of thirty (30) days after offer is made, have not entered into a sale agreement with subdivider, then the subdivider may sell to any individual or company for the purpose of the operation of the said water system. The $7.00 per month flat fee charge for supplying water is subject to rate change to conform to the operational expense of the said system. No property owner is required to become a participant or user of this water system and may supply his own water by drilling his own well on his own land.

VOL 191 PAGE 83

10. If the owner of any lot in said subdivision or any other person is in violation of any covenant herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such covenant and to prevent either them or him from so doing or to recover damages or other dues for such violation in validation of any one or more of these covenants and restrictions by judgment of any court which in no wise affects any of the other covenant restrictions and

provisions herein contained, and shall remain in full force and effect.

SMITHWICK MILL ESTATES, INC.

By: Cecil C. Lewis
CECIL C. LEWIS, President

ATTEST:

Karen E. Lewis
KAREN E. LEWIS, Secretary

VOL 191 PAGE 879

THE STATE OF TEXAS

COUNTY OF BURNET

Before me, the undersigned authority, on this day personally appeared CECIL C. LEWIS, President of Smithwick Mill Estates, Inc., a Texas Corporation, 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 purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

Given under my hand and seal this 7th day of August, 1971.

Mary M. Hill
Notary Public in and for Burnet County, Texas

MARY M. HILL

FILED FOR RECORD 27 DAY OF OCT. A.D. 1971 AT 4:45 O'CLOCK P. M.
RECORDED THIS THE 27th DAY OF OCT. A.D. 1971 AT 4:46 O'CLOCK P. M.
WAYNE A. BARTON COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Sue Sawyer DEPUTY

STATE OF TEXAS *

COUNTY OF BURNET *

ASSIGNMENT OF RIGHTS, OBLIGATIONS AND PARKLAND TO SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC.

This agreement is by and between SMITHWICK MILL ESTATES, INC., a Texas corporation, acting herein by and through its duly authorized officer, CECIL C. LEWIS, HCO-4, Box 237, Marble Falls, Burnet County, Texas 78654, sometimes referred to as "ASSIGNOR" and the SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC., a non-profit Texas corporation, with principal offices situated at HCO-4, Box 214, Marble Falls, Burnet County, Texas 78654, herein sometimes referred to as "ASSIGNEE".

I.

That heretofore, SMITHWICK MILL ESTATES, INC., acquired from Cecil C. Lewis that certain 227 acre tract of land described in a deed to Cecil C. Lewis of record in Volume 134, Page 524, Deed Records of Burnet County, Texas. Said Assignor subsequently subdivided said 227 acres into a subdivision commonly known as Smithwick Mill Estates, as described on the plat of same recorded in Volume I, Page 310, Surveyor's Records of Burnet County, Texas.

II.

All tracts of real property within said 227 acres out of the James C. Abell Survey No. 1058 in Burnet County, Texas, that have been conveyed by Assignor have been conveyed by a metes and bounds description in that said subdivision has never been submitted to nor approved by the Commissioners Court of Burnet County, Texas. The real property was conveyed by Assignor, however, pursuant to a uniform plan of restriction and

LAW OFFICES OF
W. R. SAVAGE
111 MAIN
MARBLE FALLS, TEXAS
78654
(512) 693-4352

VOL 496 PAGE 393

development wherein Assignor provided the water system to provide residents of Smithwick Mill Estates with water, retained easements for utilities, created a roadway system and improved same, and further restricted each parcel of land sold with uniform restrictions, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof. Assignor further created a park for the use of the property owners, their guests and invitees of Smithwick Mill Estates, a legal description of which is marked Exhibit "B", attached hereto and made a part hereof.

III.

The roads and said park have been maintained by Assignor with the help of voluntary contributions from the property owners, there being no maintenance assessments set out in the restrictive covenants. The Assignee, being a non-profit Texas corporation, was organized for the purposes of assuming of the rights and obligations of the subdivider, SAVE AND EXCEPT, the water system, and to accept donation of the park shown by Exhibit "B". Assignor has delivered to Assignee the balance of voluntary contributions used to maintain the roads and said park, receipt of which is hereby acknowledged by Assignee. Assignor and Assignee now wish to formalize the transfer or assignment by recordable instrument. Accordingly, SMITHWICK MILL ESTATES, INC., does by these presents for the mutual covenants hereinstated, ASSIGN, TRANSFER, QUITCLAIM AND CONVEY unto SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC., all of its right, title and interest in and to:

1. The subdivision restrictions of SMITHWICK MILL ESTATES

VOL. 496 PAGE 394

SUBDIVISION as set out herein, including but not limited to the right to collect and receive voluntary donations, maintenance of the roads and park and to sue for enforcement of said restrictions;

2. To enter upon and take control of all parks, boat launch areas, beaches and roads within said 227 acres of land in order that same may be maintained and improved, and that certain tract of land deemed a property owner's park described by metes and bounds in Exhibit "B", attached hereto and made a part hereof for a more complete description of said park land, SAVE AND EXCEPT the three water well easements shown by Exhibit "C", attached hereto and made a part hereof ; public roadways and waterline easements.

TO HAVE AND TO HOLD all of its right, title and interest in and to the above described property unto the said SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns forever, so that neither SMITHWICK MILL ESTATES, INC., nor its successors or assigns, shall have, claim or demand any right or title to the aforesaid property or any part thereof.

IV.

SMITHWICK MILL ESTATES, INC. indemnifies and agrees to hold harmless Assignee at all times after the effective date of this agreement against and in respect of any and all liabilities of Assignor existing prior to the date of this agreement, of the Assignor's duties and responsibilities toward SMITHWICK MILL ESTATES SUBDIVISION and the subdivision restrictions described therein, including the solicitation, collection and expenditure of maintenance funds and any and all damage or deficiency resulting from any misrepresentation, breach of warranty or

VOL. 496 PAGE 395

non-fulfillment of any agreement on the part of Assignor and any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

V.

SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC., as Assignee, indemnifies and agrees to hold harmless Assignor at all times after the effective date of this agreement against and in respect of any and all liabilities of Assignee existing subsequent to the execution of this agreement, of Assignee's duties and responsibilities toward SMITHWICK MILL ESTATES SUBDIVISION and the Subdivision Restrictions described herein, including the solicitation, collection and expenditure of maintenance funds and any and all damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of Assignee and any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

VI.

This agreement is to be construed by the laws of the State of Texas and venue for any legal proceeding shall be Burnet County, Texas.

EXECUTED in multiple originals this 14th day of February 1991.

SMITHWICK MILL ESTATES, INC.

BY Cecil C. Lewis
CECIL C. LEWIS, President

VOL 496 PAGE 396

ATTEST:

Corporate Secretary

SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC.

BY _____
CLAUDE A. RABUN, President

ATTEST:

SHIRLEY KELLY
Corporate Secretary/Treasurer

STATE OF TEXAS *

COUNTY OF BURNET *

This instrument was acknowledged before me this 14th day of February, 1991, by CECIL C. LEWIS, President of SMITHWICK MILL ESTATES, INC., a Texas corporation, in behalf of said corporation.

_____
Notary Public, State of Texas
HATTIE A. CLARK, My commission expires:
7-31-92

HATTIE A. CLARK
Notary Public, State of Texas
My Commission Expires July 31, 1992

STATE OF TEXAS *

COUNTY OF BURNET *

This instrument was acknowledged before me this 14th day of February, 1991, by CLAUDE A. RABUN, President of SMITHWICK MILL ESTATES PROPERTY OWNERS ASSOCIATION, INC., a non-profit Texas corporation, in behalf of said corporation.

_____
Notary Public, State of Texas
HATTIE A. CLARK, My commission expires:
7-31-92

HATTIE A. CLARK
Notary Public, State of Texas
My Commission Expires July 31, 1992

VOL 496 PAGE 337

RESTRICTIONS, CONDITIONS AND COVENANTS
SMITHWICK MILL ESTATES, INC.

1. There shall be no outbuilding or basement erected on any lot in said subdivision to be used as a dwelling, temporary or permanent, nor shall any shack be placed on any lot nor any trailer placed on any lot for living purposes, temporary or permanent, unless said trailer can be characterized as a mobile home and be not smaller than 10' x 42'. No trailer or shack or residence of temporary character in violation hereof shall be permitted.

2. There is reserved an easement along and within five (5) feet of the back line of all lots in said subdivision, and ten (10) feet along and within the front line of all lots in said subdivision for perpetual maintenance of conduits, poles, wires and fixtures for electrical lights, telephones, water lines, road drains and other public or quasi-public utilities, and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress and egress from across said premises to employees of said utitlties. There shall be no hindrance of these said easements by property owners. It is understood and agreed that it will not be considered a violation of the provisions of the easement granted herein if wires or cables carried by said pole line pass over some portion of said lots not within the five foot wide and ten foot wide strip so long as said lines do not hinder construction of buildings on any lots in this subdivision.

3. No outside toilet or privy shall be erected or maintained in the subdivision. All sanitary plumbing shall conform with the minimum requirement of the Health Department of Burnet County in the State of Texas.

4. The property owners may amend these restrictions by a majority vote of property owners on the basis of one vote for each lot owned.

5. Any property owner desiring to keep livestock on his lot will be permitted to do so only if he erects a suitable fence around his lot or lots and is to contain said livestock, and protection will at all times be provided other property owners therefrom.

6. Any property owner who has a common property boundary between his property and any other property owner in the subdivision or outside the subdivision will not be permitted to disturb or molest, or tear down, or destroy any existing fence thereon or fence placed on said common boundary.

7. No commercial hog pens, cattle pens, or other noxious activity will be permitted or allowed to be conducted on any lot in said subdivision. There will be no private or collective dump grounds allowed in the subdivision under any circumstances.

8. The maintenance of roads, streets and parks in said subdivision is the responsibility of property owners in said subdivision.

9. There has been erected and built and provided by the subdivider corporation, a deep water well with sufficient storage tank capacity to supply all property owners. Any property owner desiring to have his supply of water furnished by the subdivider from this water system will pay $100.00 hook-up fee and $7.00 per month flat fee for water supplied him. The subdivider reserves the right to sell the water system at any time, but first offer of sale must be made to the property owners of said subdivision and if the property owners, after expiration of thirty (30) days after offer is made, have not entered into sale agreement with subdivider, then the subdivider may sell to any individual or company for the purpose of the operation of the said water system. The $7.00 per month flat fee charge for supplying water is subject to rate change to conform to the operational expense of the said system. No property owner is required to become a participant or user of this water system and may supply his own water by drilling his own well on his own land.

10. If the owner of any lot in said subdivision, or any other person is in violation of any covenant herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate, any such covenant and to prevent either them or him from so doing or to recover damages or other dues for such violation in validation of any one or more of these covenants and restrictions by judgment of any court which in nowise affects any of the other covenant restrictions and provisions herein contained, and shall remain in full force and effect.

EXHIBIT "A"

EXHIBIT

VOL 496 PAGE 398

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

PROPERTY OWNERS PARK

FIELD NOTES OF 8.6 ACRES MORE OR LESS IN BURNET COUNTY, TEXAS. MADE FOR CECIL LEWIS.

Being 8.6 acres more or less out of the Henry Crocheron Survey No. 100 in Burnet County, Texas, and being a part of that certain tract of land described as 227 acres more or less in a deed to Cecil C. Lewis of record in Vol. 134, P. 524, Deed Records of said county, and intended to describe a tract of land which is bounded on the north by a 1.936 acre tract of land known as Tract 51 of Smithwick Mills Estates, an unrecorded subdivision, on the west by the centerline of a 50 feet in width access easement, on the east by the east line of said 227 acres in the center of Shop Branch, and on the south by the original bank of the Colorado River in Lake Travis, to be known as the Smithwick Mills Estates Property Owners Park.

COMMENCING FOR REFERENCE at an iron pin in the center of a 50 feet in width access easement at the northeast corner of a certain tract of land described as 2.4 acres out of said 227 acre tract in a deed from Cecil C. Lewis to C. B. Parker of record in Vol. 139, P. 185, same Deed Records;

Thence with the centerline of said access easement:
N 54° 58' 57" E 93.80 feet; S 57° 00' 03" E 542 feet; and
S 76° 46' 03" E 263.8 feet to an angle point therein for the most southerly corner of said Tract 51 and the TRUE PLACE OF BEGINNING HEREOF:

Thence N 85° 11' E 286.8 feet to an iron pin at the southeast corner of Tract 51 in the center of Shop Branch;

Thence down the center of Shop Branch:
S 19° 17' E 252.8 feet more or less;
S 08° 49' W 225.4 feet more or less;
S 41° 36' E 141.8 feet more or less;
S 66° 29' W 518.3 feet more or less;
S 66° 45' E 440.4 feet more or less; and
S 01° 07' E 141.6 feet more or less to the intersection of Shop Branch with the left bank of the Colorado River;

Thence N 79° 01' 03" W 359.18 feet more or less with said river bank to a point thereon;

Thence N 39° 39° W 187 feet more or less to an iron pin at the southwest corner of the current Smithwick Mills Estates Property Owners Park;

Thence N 01° 04' W 240.0 feet to an iron pin at the terminus of the centerline of said easement;

Thence with said centerline:
N 03° 51' 03" E 127.1 feet; N 32° 49' 57" E 187.8 feet;and
N 00° 39' 57" E 466.8 feet to the place of beginning.

I, F. L. Thompson, a Registered Professional Land Surveyor, do hereby certify that the field notes hereon were derived in part from on the ground surveys made under my direction and supervision in February, 1986 and in part from Burnet County Deed Records, and that certification is made only to that portion derived from said on the ground surveys. Witness my hand and seal this the 5th day of November, 1990.

F. L. Thompson

F. L. Thompson, Reg. Prof. Land Surv. No. 1739
P. O. Box 74, Llano, Texas 78643
915-247-4510

STATE OF TEXAS
REGISTERED
F. L. THOMPSON
1739
PROFESSIONAL
LAND SURVEYOR

VOL 496 PAGE 399

FIELD NOTES OF 0.68 ACRE MORE OR LESS OUT OF THE HENRY CROCHERON SURVEY NO. 100 IN BURNET COUNTY, TEXAS. MADE FOR CECIL LEWIS.

Being 0.68 acres more or less out of the Henry Crocheron Survey No. 100 in Burnet County, Texas, same being out of and a part of a certain tract of land described as 227 acres more or less in a deed to Cecil C. Lewis of record in Vol. 134, P. 524, Deed Records of said county, and being part of a 40.74 acre tract out of said 227 acres.

COMMENCING FOR REFERENCE at an iron pin in the center of a 50 feet in width access easement at the northeast corner of a certain tract of land described as 2.4 acres out of said 227 acre tract in a deed from Cecil C. Lewis to C. B. Parker of record in Vol. 139, P. 185, same Deed Records;

Thence with the centerline of said access easement: N 54° 58' 57" E 93.80 feet; S 57° 00' 03" E 542 feet; S 76° 46' 03" E 263.8 feet; S 00° 39' 57" W 466.8 feet; S 32° 49' 57" W 187.8 feet; and S 03° 51' 03" E 127.1 feet to the terminus thereof;

Thence S 01° 04' E 240 feet to an iron pin at the southwest corner of the Smithwick Mills Estates Property Owners Park for the northwest corner and TRUE PLACE OF BEGINNING HEREOF;

Thence S 80° 54' E 478 feet more or less to a point at the southeast corner of said park on the left bank of the Colorado River;

Thence S 79° 01' 03" W 359.18 feet along said river bank to a point thereon

Thence N 39o 39' W 187 feet more or less to the place of beginning.

I, F. L. Thompson, a Registered Professional Land Surveyor, do hereby certify that the field notes hereon were derived in part from on the ground surveys made under my direction and supervision in February, 1986 and in part from Burnet County Deed Records, and that certification is made only to that portion derived from said on the ground surveys. Witness my hand and seal this the 5th day of November, 1990.

F. L. Thompson

F. L. Thompson, Reg. Prof. Land Surv. No. 1739
P. O. Box 74, Llano, Texas 78643
915-247-4510

STATE OF TEXAS REGISTERED F. L. THOMPSON 1739 PROFESSIONAL LAND SURVEYOR

VOL 496 PAGE 400

LOCATIVE DESCRIPTION OF THREE WELLS AS THE CENTERS OF THREE 150' RADIUS SANITARY EASEMENTS IN THE HENRY CROCHERON SURVEY NO. 100 IN BURNET COUNTY, TEXAS. MADE FOR CECIL LEWIS.

Being a locative description of three wells as the centers of three 150' radius sanitary easements located in the Henry Crocheron Survey No. 100 in Burnet County, Texas, said wells lying within a certain tract of land described as 227 acres in a deed to Cecil C. Lewis of record in Vol. 134, P. 524, Deed Records of said county.

Commencing For Reference at an iron pin in the center of a 50 feet in width access easement at the northeast corner of a certain tract of land described as 2.4 acres out of said 227 acre tract in a deed from Cecil C. Lewis to C. B. Parker of record in Vol. 139, P. 385, same Deed Records;

Thence with the centerline of said access easement: N 54° 58' 57" E 93.80 feet; S 57° 00'03" E 542.0 feet; S 76° 46' 03" E 263.8 feet; and S 00° 39' 57" W 466.80 feet to an angle point therein whence a well known as Well No. 3, the center of a 150' radius sanitary easement, bears N 59° 05' E 214 feet, and a well known as Well No. 2, the center of a 150' radius sanitary easement, bears N 64° 20' E 150 feet;

Thence with the centerline of said access easement S 32° 49' 57" W 187.80 feet and S 03° 51' 03" E 127.10 feet to the terminus thereof;

Thence S 01° 04' 00" E 240.0 feet to an iron pin at the southwest corner of the Smithwick Mills Estates property owners' park, whence a well known as Well No. 1, the center of a 150' radius sanitary easement, bears S. 77° 47' W 224 feet.

I, F. L. Thompson, a Registered Professional Land Surveyor, do hereby certify that the foregoing locative description was prepared from measurements made on the ground under my direction and supervision and that the above is a correct representation of said measurements.
Witness my hand and seal this the 27th day of October, 1990.

F. L. Thompson

F. L. Thompson, Reg. Prof. Land Surv. No. 1739
P. O. Box 74, Llano, TX 78643

STATE OF TEXAS
REGISTERED
F. L. THOMPSON
1739
PROFESSIONAL
LAND SURVEYOR

VOL 496 PAGE 401

EXHIBIT "C"

FILED FOR RECORD 25th DAY OF FEBRUARY, 1991, AT 11:30 O'CLOCK a M.
JANET PARKER, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Deanie Smith DEPUTY.

V 1 P 310

FIELD NOTES OF 167.32 ACRES, COMPRISED OF 93.383 ACRES OUT OF THE HENRY CROCHERON SURVEY NO. 100 AND 73.937 ACRES OUT OF THE JAS. C. ABELL SURVEY NO. 1058 IN BURNET COUNTY, TEXAS.

Being a 167.32 acre subdivision, comprised of 93.383 acres out of the Henry Crocheron Survey No. 100 and 73.937 acres out of the Jas. C. Abell Survey No. 1058 in Burnet County, Texas, and being a part of a certain 227 acre tract conveyed to Cecil C. Lewis by deed recorded in Vol. 134, Page 524 of the deed records of Burnet County, Texas.

Further described by metes and bounds as follows:

Beginning at a 3/8 inch steel stake and fence corner post at the northeast corner of the B. B. B. & C. Ry. Co. Survey on the west boundary line of the Henry Crocheron Survey No. 100, being the southeast corner of a 76 acre tract conveyed from F. P. Lewis to Owen Lewis by deed recorded in Vol. 116, Page 639 of the deed records of Burnet County, Texas;

Thence N 57° 26' W with the fence and generally with the southwest line of the Jas. C. Abell Survey No. 1058 a distance of 394.6 feet to a 3/8 inch steel stake at a turn in the fence for a corner hereof;

Thence N 61° 31' W with the fence and generally with the southwest line of the Jas. C. Abell Survey No. 1058 a distance of 1081.0' to a 3/8 inch steel stake and fence corner post on the southwest line of said Abell Survey for a corner hereof;

Thence with the fence the following courses and distances: N 28° 58' E 702.3 feet to a 3/8 inch steel stake; N 28° 31' E 288.7 feet to a 3/8 inch steel stake; N 29° 47' E 324.5 feet to a 3/8 inch steel stake and fence corner post; N 08° 22' E 1129.58 feet to a 3/8 inch steel stake in the south boundary line of Texas State FM Highway 1431 for the extreme northwest corner hereof;

Thence in a southeasterly direction with said south line of Highway 1431 along the arc of a curve to the left 367.98 feet to a concrete monument set opposite Engineer's Station PT 469 + 72.8, said curve having a central angle of 36° 33' left, centerline degree of curvature of 5° 00', and centerline tangent length of 378.6 feet, said Highway 1431 being 80 feet in width;

Thence S 47° 12' E with said south line of Highway 1431 a distance of 635.08 feet to a concrete monument set opposite Engineer's Station PC 476 + 07.9;

Thence in a southeasterly direction with said south line of Highway 1431 along the arc of a curve to the left 668.78 feet to a 3/8 inch steel stake in said south line of Highway 1431, said curve having a central angle of 28° 14' left, centerline degree of curvature of 4° 00', and a centerline tangent length of 360.4 feet;

Thence S 10° 10' W 346.9 feet to a 3/8 inch steel stake for a corner hereof;

Thence S 09° 05' W at 410 feet cross the common boundary line of the Jas. C. Abell Survey No. 1058 and the Henry Crocheron Survey No. 100, at 916.6 feet a 3/8 inch steel stake for a corner hereof;

Thence S 38° 14' E 761.7 feet to a 3/8 inch steel stake in the fence on the west bank of Shop Branch, in the original east line of said 227 acre tract;

Thence N 83° 43' W with the fence 44.5 feet to a fence corner post for a corner hereof;

Thence with the fence on the west bank of Shop Branch and the original east line of said 227 acre tract the following courses and distances:

(1) S 66° 43' W 188.63 feet;
(2) S 05° 24' W 96.5 feet;
(3) S 24° 50' E 249.4 feet;
(4) S 17° 15' W 163.8 feet;
(5) S 22° 43' E 439.3 feet;
(6) S 50° 20' W 29.3 feet;
(7) N 78° 09' W 179.1 feet;
(8) S 78° 46' W 312.8 feet;
(9) S 56° 54' W 167.7 feet;
(10) S 08° 06' E 178.8 feet;
(11) S 29° 28' W 96.5 feet;
(12) S 12° 37' W 239.0 feet;
(13) S 34° 52' W 96.9 feet;
(14) S 45° 49' W 163.5 feet;
(15) S 69° 51' W 181.7 feet;
(16) S 79° 54' W 156.7 feet;
(17) S 69° 24' W 186.64 feet;
(18) S 77° 30' W 220.2 feet;
(19) S 44° 06' W 193.1 feet;
(20) S 12° 13' E 216.1 feet;
(21) S 06° 08' E 218.7 feet;
(22) S 01° 22' W 159.5 feet;
(23) S 45° 19' E 115.0 feet;
(24) S 65° 10' E 271.88 feet;
(25) S 24° 38' W 276.6 feet;
(26) S 19° 17' E 311.4 feet;

Filed for record 27 day of October A. D., 1971, at 11:30 AM.
Recorded this the 27 day of October a.d. 1971 at 2:25 PM
Wayne A. Barton, County Clerk, Burnet County, Texas. By: _____ Deputy.

Thence S 08° 49' W 245.4 feet to a point in the center of Shop Branch;
Thence with the center of Shop Branch the following courses and distances:
(1) S 41° 36' E 141.8 feet;
(2) S 66° 29' W 518.3 feet;
(3) S 66° 45' E 440.4 feet;
(4) S 01° 07' E 141.6 feet to a point in the center of Shop Branch at the east bank of the Colorado River;
Thence N 80° 54' W with the east bank of the Colorado River 478 feet to a point;
Thence N 01° 04' W 240 feet to a 3/8 inch steel stake;
Thence N 04° 22' W with the centerline of a fifty feet in width access easement herein reserved the following courses and distances;
(1) N 04° 22' W 127.2 feet;
(2) N 32° 19' E 187.8 feet;
(3) N 00° 09' E 466.8 feet;
(4) N 77° 17' W 263.8 feet;
(5) N 57° 31' W 542.0 feet;
(6) S 54° 28' W 93.8 feet to a 1/2 inch steel stake at the northeast corner of a tract conveyed from C. C. Lewis, et ux, to C. B. Parker by deed recorded in Vol. 139, Page 385 of the deed records of Burnet County, Texas;
Thence N 61° 07' W with the northeast line of said Parker tract 203.7 feet to a 1/2 inch steel stake in the fence generally on the common boundary line between the Henry Crocheron Survey No. 100 and the B. B. B. & C. Ry. Co. Survey No. 120 at the northwest corner of said Parker tract;
Thence with the fence and the said west line of said Crocheron Survey the following courses and distances:
(1) N 29° 09' E 370.23 feet to a 3/8 inch steel stake;
(2) (2) N 29° 06' E 709.96 feet to a 3/8 inch steel stake;
(3) N 29° 43' E 739.50 feet to a 3/8 inch steel stake;
(4) N 29° 50' E 472.62 feet to a 3/8 inch steel stake;
(5) N 29° 58' E 578.50 feet to a 3/8 inch steel stake;
(6) N 30° 11' E 188.00 feet to a 3/8 inch steel stake;
(7) N 29° 50' E 211.96 feet to the place of beginning.

I, F. L. Thompson, Deputy County Surveyor in Burnet County, Texas, do hereby certify that the foregoing field notes were prepared by me from an actual survey made on the ground by me, and that the limits, boundaries and corners with marks natural and artificial are shown just as were found on the ground.

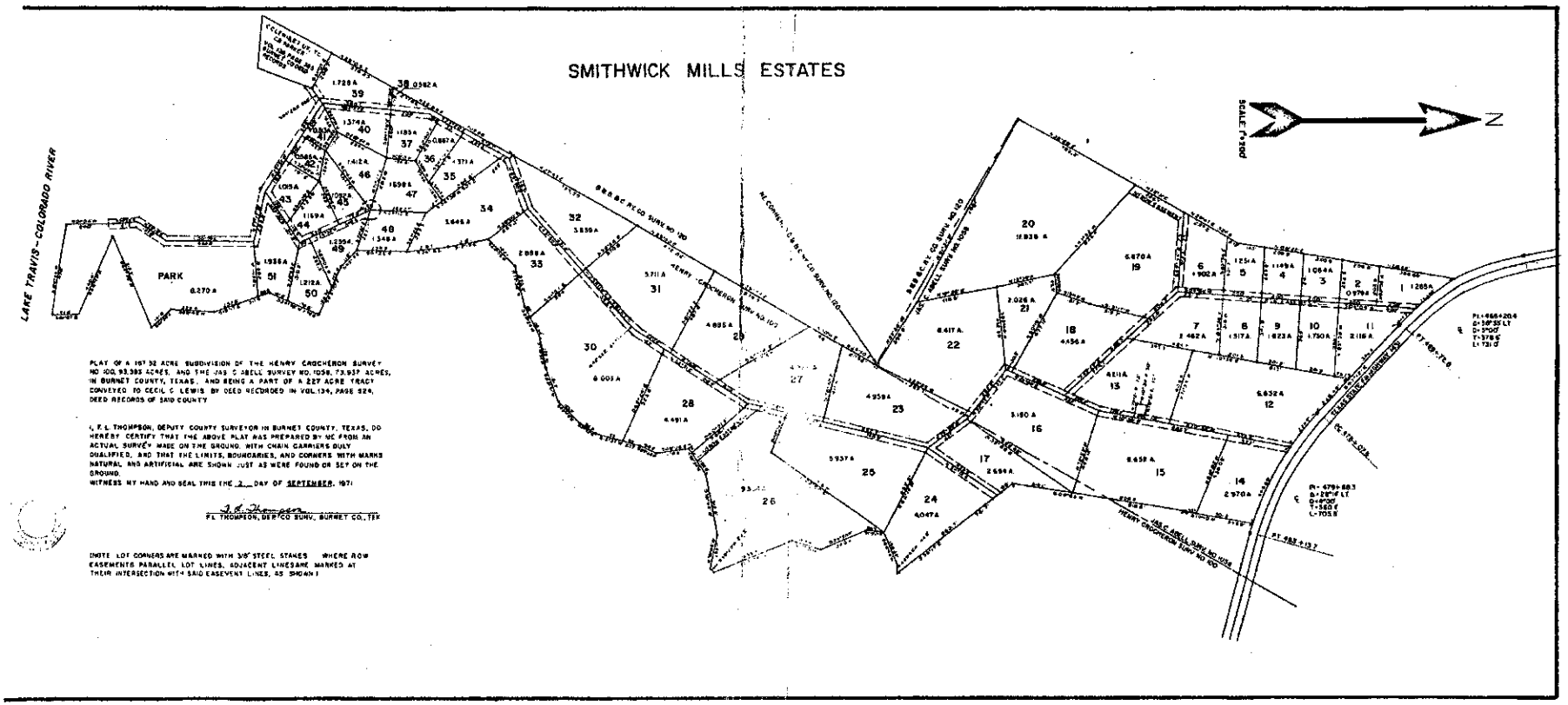
WITNESS MY HAND AND SEAL THIS THE 2 DAY OF SEPTEMBER, 1971.

F. L. Thompson

F. L. Thompson, Dep. Co. Surv., Burnet Co., Texas

F. L. THOMPSON * DEPUTY COUNTY SURVEYOR, BURNET COUNTY, TEXAS *

Filed for record 27 day of October A. D., 1971, at 11:30 AM.
Recorded this the 27 day of October a.d. 1971 at 2:25 PM
Wayne A. Barton, County Clerk, Burnet County, Texas. By: _____ Deputy.


SMITHWICK MILLS ESTATES
LAKE TRAVIS - COLORADO RIVER
PARK
0.270 A
SCALE 1" = 200'
N
PLAT OF A 197.32 ACRE SUBDIVISION OF THE HENRY CROCHERON SURVEY NO 100, 93.395 ACRES, AND THE JAS C ABELL SURVEY NO. 1058, 73.937 ACRES, IN BURNET COUNTY, TEXAS, AND BEING A PART OF A 227 ACRE TRACT CONVEYED TO CECIL C LEWIS BY DEED RECORDED IN VOL 134, PAGE 324, DEED RECORDS OF SAID COUNTY
I, F. L. THOMPSON, DEPUTY COUNTY SURVEYOR IN BURNET COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED BY ME FROM AN ACTUAL SURVEY MADE ON THE GROUND WITH CHAIN CARRIERS DULY QUALIFIED, AND THAT THE LIMITS, BOUNDARIES, AND CORNERS WITH MARKS NATURAL AND ARTIFICIAL ARE SHOWN JUST AS WERE FOUND ON SEP ON THE GROUND.
WITNESS MY HAND AND SEAL THIS THE 2 DAY OF SEPTEMBER, 1971
F.L. THOMPSON, DEP CO SURV, BURNET CO., TEX
NOTE LOT CORNERS ARE MARKED WITH 3/8" STEEL STAKES WHERE ROW EASEMENTS PARALLEL LOT LINES, ADJACENT LINES ARE MARKED AT THEIR INTERSECTION WITH SAID EASEMENT LINES, AS SHOWN
HENRY CROCHERON SURV NO 100
JAS C ABELL SURV NO 1058
HENRY CROCHERON TEMP NO 100
R= 1664.20'
D= 16°35' LT
T= 242'
C= 478.6
L= 731.0'
R= 4789.83'
D= 2°51' LT
T= 120'
C= 240'
L= 480.13'
R= 479.03'

REV. 1/68

10(a)

4241

THE STATE OF TEXAS)
County of Burnet) KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Cecil C. Lewis - Developer

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Burnet, State of Texas, and more particularly described as follows:

A tract of land located approximately 9 miles East (Show direction above) from the town of Marble Falls, and being:

~~on the north by land owned by:~~

A 167.32 Acre Subdivision known as "Smithwick Mills Estates"

~~on the east by land owned by:~~

~~on the south by land owned by:~~

~~on the west by land owned by:~~

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Vol. 159, Page 403

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 29 day of November, 1971.

Smithwick Mills Estates

Sealed and delivered in the presence of:

_____ (Witness)

_____ L.S.

BY: Cecil C. Lewis

Cecil C. Lewis L.S.

THE STATE OF TEXAS,

County of Burnet

BEFORE ME, Lucile Allen, a Notary Public in and for Burnet County, Texas, on this day personally appeared Cecil C. Lewis

known to me to be the person whose name is/are 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 29 day of November 1971 A. D.

Lucile Allen

Notary Public Burnet County, Texas.

FILED FOR RECORD 2 DAY OF DECEMBER, A.D. 1971 AT 11:42 O'CLOCK A M.
RECORDED THIS THE 2nd DAY OF DECEMBER, A.D. 1971 AT 1:30 O"CLOCK P M.
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: [illegible] DEPUTY.

VOL 192 PAGE 637