

13133

SUBDIVISION RESTRICTIONS OF MONTAGUE

RANCH ESTATES, A SUBDIVISION.

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

That I, Frank M. Montague, Jr., of Bandera County, Texas, hereinafter called SUBDIVISION OWNER, am the owner of MONTAGUE RANCH ESTATES, a Subdivision as shown by plat thereof filed in Volume 3, page 30, of the Map and Plat Records of Bandera County, Texas, to which reference is here made for all purposes; and do hereby impress all of the land included in said Subdivision with the following restrictions, covenants and conditions, which shall be applicable to each of the tracts in said Subdivision, to-wit:

1. Each tract of land in said Subdivision shall be used for individual and family residence purposes only. No more than one detached single family residence, together with the customary outbuildings, including garage, servant quarters and guest house, may be erected on such tract. All construction of improvements on such tract shall be of native rock, rock veneer or rock and cedar siding of permanent construction. No trailer houses or pre-fabricated buildings or other unsightly structures may be erected or placed on said property. All outbuildings shall be of same matching material as that of the main dwelling residence on such tract. The residence on each tract shall be at least 1200 sq. ft. living area, plus the garage and outbuildings above mentioned. In order to allow freedom of choice in selectability in design and at the same time maintain a high standard of architectural design and quality of construction of improvements, all proposed improvements on each tract shall, before construction is begun, be submitted to SUBDIVISION OWNER, his heirs or assigns, or to any one or more persons appointed by SUBDIVISION OWNER for such purpose, hereinafter

called the Plan Committee, for written approval, accompanied by adequate plans and specifications. The Committee, in approving or disapproving building plans for said tract owner, shall not be limited to a particular style of architecture or design, nevertheless, all improvements shall conform to the general high standard of, and shall be in harmony with, adjacent and nearby structures on adjoining tracts; and no "shacks" or unsightly buildings or flimsy structures of any kind will be allowed.

2. No residence shall be erected on any tract closer to the front property line than 130 feet, nor nearer the side property lines than 130 feet, nor nearer the rear lines than 130 feet.

3. None of the tracts of land in said Subdivision shall be subdivided and made into two or more lots or tracts, provided that the owner of any tract may sell a portion of such tract to an adjoining tract owner, if, after such sale, the Seller retains not less than one hundred (100') foot frontage and not less than two hundred (200') feet in depth, and in the event of any such sale, the property sold shall become a part of the Buyer's tract as though originally a part thereof and may not be treated by him as a separate lot or tract.

4. No tract of land in said Subdivision shall be used for the dumping of trash, cans, garbage or other refuse thereon and each tract owner, his heirs and assigns, shall maintain such property owned or used by him whether vacant or not, in a clean and sightly condition. There shall be no burning of garbage, trash or grass on any of said tracts.

5. Said Subdivision shall be used for residential purposes only and shall not be used for the operation or conducting of any business. No hogs or chickens shall be permitted on said Subdivision, but this restriction shall not be construed to prohibit the keeping of a reasonable number of other domestic animals for

immediate family use, but where such domestic animals are kept, said premises shall be maintained in a clean condition with modern sanitation and in a manner to avoid the breeding of flies and giving off of noxious odors or the creation of any nuisance and all such domestic animals shall be kept up and fenced and not be allowed to wander on or depredate on other properties. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the area.

6. In the event the tract owner desires to build a fence around his tract, he shall first submit his fence building plan to the Plan Committee for approval as to the design and type of fence, it being understood that said fence shall be a good and substantial fence.

It is expressly understood and agreed, however, that said fence shall not include any part of the roads shown on the plat of said subdivision or interfere with the use of said roads in any manner.

7. The tract owner, his heirs and assigns, shall not discharge firearms or permit the discharging of firearms, on said premises.

8. Until the fence above mentioned has been constructed, SUBDIVISION OWNER, his heirs and legal representatives, shall have the right to graze livestock on the unfenced tract.

9. No outside toilets shall be erected, placed or used upon said premises, but a septic or sewer system which must comply with the state and county Departments of Health shall be installed to accomodate sewage and all such systems must be at least seventy-five (75') feet from any existing water well.

10. SUBDIVISION OWNER hereby designates the following described tract of land as a landfill garbage disposal area to be used for the disposal of all trash or garbage of all tract owners in said

Subdivision and the trash and garbage of each tract owner shall be placed in and disposed of by each tract owner in said landfill disposal area, to-wit:

One (1) acre of land situated in the Montague Ranch in Bandera County in the Northeast corner of the lake pasture adjoining the Southeast side of the corral at the Montague Ranch headquarters about one-half (1/2) mile Southeast of said Subdivision. For access to this sanitary landfill the tract owners shall use the existing road from the Subdivision to and beyond the lake to said landfill and shall not use the road that runs by OWNER'S ranch house.

Subdivision Owner reserves the right to discontinue any designated sanitary landfill upon designating another suitable sanitary landfill.

Each tract owner and his immediate family shall have an easement and right-of-way over, on and across Subdivision Owner's adjoining land to and from any sanitary landfill that has been or may hereafter be designated by Subdivision Owner.

All trash or garbage shall be placed at the above location or any other location hereafter designated by SUBDIVISION OWNER and not elsewhere on the Subdivision. No tract shall be used or maintained as a dumping ground for rubbish unless specified in writing by the SUBDIVISION OWNER. No junk or wrecking yard shall be located on any tract.

11. Each tract owner in said Subdivision and his immediate family living with such owner shall be entitled to the use of the Montague Lake situated on the Montague Ranch in Bandera County, Texas, for the purposes of fishing, boating, swimming and picnicing, without charge, and shall have access to said Lake for such purposes, and shall have an easement and right-of-way along, on and over the road from said Subdivision to the lake.

12. In the event any tract owner, his heirs or assigns, or tenants or any other person, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for SUBDIVISION OWNER, his heirs or assigns, or any other person owning any tract in the Montague Ranch Estates, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of any such suit, the person bringing such action shall be entitled to reasonable attorney's fees and court costs in the event judgment is rendered in his favor.

13. Permissive or continued violation of any one or more of these restrictions and covenants, or failure to enforce any one or more of these restrictions and covenants, shall not render invalid said restrictions or covenants and shall not constitute a waiver of the right to enforce any or all of the restrictions and covenants herein contained. Invalidation of any one of these restrictions or covenants by judgment of any Court shall in nowise affect any of the other provisions hereof which shall remain in full force and effect.

EXECUTED on this 12th day of July, A.D. 1976.

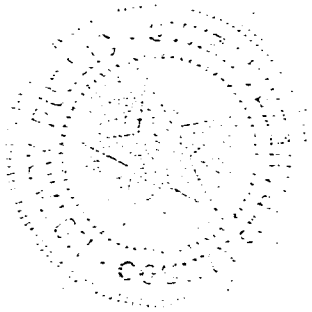


Frank H. Montague, Jr.,
SUBDIVISION OWNER

THE STATE OF TEXAS)
)
COUNTY OF BANDERA)

BEFORE ME, the undersigned authority, on this day personally appeared FRANK M. MONTAGUE, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of Aug., A.D. 1976.



Francis Alané
Notary Public in and for Bandera County, Texas. FRANCIS ALANÉ

-5-

STATE OF TEXAS

County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 12 day of July A.D. 1976 with its certificate of authentication was filed for record in my office the 16 day of Aug A.D. 1976 at 11:30 o'clock A M. and duly recorded the 17 day of Aug A.D. 1976 at 9:55 o'clock A M., in the Deed Records of Said County in Volume 170 on Pages 278-283

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT

Clerk County Court, Bandera County, Texas.

By Olga Schmidt Deputy

13133

SUBDIVISION RESTRICTIONS OF MONTAGUERANCH ESTATES, A SUBDIVISION.

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

That I, Frank M. Montague, Jr., of Bandera County, Texas, hereinafter called SUBDIVISION OWNER, am the owner of MONTAGUE RANCH ESTATES, a Subdivision as shown by plat thereof filed in Volume 3, page 30, of the Map and Plat Records of Bandera County, Texas, to which reference is here made for all purposes; and do hereby impress all of the land included in said Subdivision with the following restrictions, covenants and conditions, which shall be applicable to each of the tracts in said Subdivision, to-wit:

1. Each tract of land in said Subdivision shall be used for individual and family residence purposes only. No more than one detached single family residence, together with the customary outbuildings, including garage, servant quarters and guest house, may be erected on such tract. All construction of improvements on such tract shall be of native rock, rock veneer or rock and cedar siding of permanent construction. No trailer houses or pre-fabricated buildings or other unsightly structures may be erected or placed on said property. All outbuildings shall be of same matching material as that of the main dwelling residence on such tract. The residence on each tract shall be at least 1200 sq. ft. living area, plus the garage and outbuildings above mentioned. In order to allow freedom of choice in selectability in design and at the same time maintain a high standard of architectural design and quality of construction of improvements, all proposed improvements on each tract shall, before construction is begun, be submitted to SUBDIVISION OWNER, his heirs or assigns, or to any one or more persons appointed by SUBDIVISION OWNER for such purpose, hereinafter

called the Plan Committee, for written approval, accompanied by adequate plans and specifications. The Committee, in approving or disapproving building plans for said tract owner, shall not be limited to a particular style of architecture or design, nevertheless, all improvements shall conform to the general high standard of, and shall be in harmony with, adjacent and nearby structures on adjoining tracts; and no "shacks" or unsightly buildings or flimsy structures of any kind will be allowed.

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3. None of the tracts of land in said Subdivision shall be subdivided and made into two or more lots or tracts, provided that the owner of any tract may sell a portion of such tract to an adjoining tract owner, if, after such sale, the Seller retains not less than one hundred (100') foot frontage and not less than two hundred (200') feet in depth, and in the event of any such sale, the property sold shall become a part of the Buyer's tract as though originally a part thereof and may not be treated by him as a separate lot or tract.

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immediate family use, but where such domestic animals are kept, said premises shall be maintained in a clean condition with modern sanitation and in a manner to avoid the breeding of flies and giving off of noxious odors or the creation of any nuisance and all such domestic animals shall be kept up and fenced and not be allowed to wander on or depredate on other properties. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the area.

6. In the event the tract owner desires to build a fence around his tract, he shall first submit his fence building plan to the Plan Committee for approval as to the design and type of fence, it being understood that said fence shall be a good and substantial fence.

It is expressly understood and agreed, however, that said fence shall not include any part of the roads shown on the plat of said subdivision or interfere with the use of said roads in any manner.

7. The tract owner, his heirs and assigns, shall not discharge firearms or permit the discharging of firearms, on said premises.

8. Until the fence above mentioned has been constructed, SUBDIVISION OWNER, his heirs and legal representatives, shall have the right to graze livestock on the unfenced tract.

9. No outside toilets shall be erected, placed or used upon said premises, but a septic or sewer system which must comply with the state and county Departments of Health shall be installed to accomodate sewage and all such systems must be at least seventy-five (75') feet from any existing water well.

10. SUBDIVISION OWNER hereby designates the following described tract of land as a landfill garbage disposal area to be used for the disposal of all trash or garbage of all tract owners in said

Subdivision and the trash and garbage of each tract owner shall be placed in and disposed of by each tract owner in said landfill disposal area, to-wit:

One (1) acre of land situated in the Montague Ranch in Bandera County in the Northeast corner of the lake pasture adjoining the Southeast side of the corral at the Montague Ranch headquarters about one-half (1/2) mile Southeast of said Subdivision. For access to this sanitary landfill the tract owners shall use the existing road from the Subdivision to and beyond the lake to said landfill and shall not use the road that runs by OWNER'S ranch house.

Subdivision Owner reserves the right to discontinue any designated sanitary landfill upon designating another suitable sanitary landfill.

Each tract owner and his immediate family shall have an easement and right-of-way over, on and across Subdivision Owner's adjoining land to and from any sanitary landfill that has been or may hereafter be designated by Subdivision Owner.

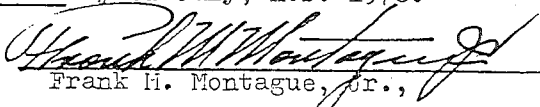
All trash or garbage shall be placed at the above location or any other location hereafter designated by SUBDIVISION OWNER and not elsewhere on the Subdivision. No tract shall be used or maintained as a dumping ground for rubbish unless specified in writing by the SUBDIVISION OWNER. No junk or wrecking yard shall be located on any tract.

11. Each tract owner in said Subdivision and his immediate family living with such owner shall be entitled to the use of the Montague Lake situated on the Montague Ranch in Bandera County, Texas, for the purposes of fishing, boating, swimming and picnicing, without charge, and shall have access to said Lake for such purposes, and shall have an easement and right-of-way along, on and over the road from said Subdivision to the lake.

12. In the event any tract owner, his heirs or assigns, or tenants or any other person, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for SUBDIVISION OWNER, his heirs or assigns, or any other person owning any tract in the Montague Ranch Estates, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of any such suit, the person bringing such action shall be entitled to reasonable attorney's fees and court costs in the event judgment is rendered in his favor.

13. Permissive or continued violation of any one or more of these restrictions and covenants, or failure to enforce any one or more of these restrictions and covenants, shall not render invalid said restrictions or covenants and shall not constitute a waiver of the right to enforce any or all of the restrictions and covenants herein contained. Invalidation of any one of these restrictions or covenants by judgment of any Court shall in nowise affect any of the other provisions hereof which shall remain in full force and effect.

EXECUTED on this 12th day of July, A.D. 1976.

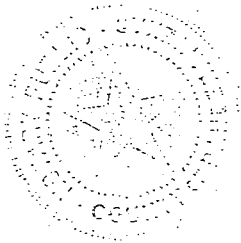


Frank H. Montague, Jr.,
SUBDIVISION OWNER

THE STATE OF TEXAS }
COUNTY OF BANDERA }

BEFORE ME, the undersigned authority, on this day personally appeared FRANK M. MONTAGUE, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of Aug., A.D. 1976.



Frances Alane
Notary Public in and for Bandera County, Texas. FRANCES ALANE

-5-

STATE OF TEXAS

County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 12 day of July A.D. 1976 with its certificate of authentication was filed for record in my office, the 16 day of Aug A.D. 1976 at 11:30 o'clock A M. and duly recorded the 17 day of Aug A.D. 1976 at 9:55 o'clock A M., in the Deed Records of Said County in Volume 170 on Pages 278-283

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT

Clerk County Court, Bandera County, Texas.

By Olga Schmidt
Deputy

RELEASE

THE STATE OF TEXAS)
COUNTY OF BANDERA)

32103

THIS AGREEMENT made with respect to the Subdivision Restrictions of Montague Ranch Estates, a Subdivision by and between MONTAGUE ENTERPRISES, INC., a Texas Corporation, "Subdivision Owner", and Frank M. Montague, Jr., of Bandera County, Texas, "Montague", such restrictions being filed of record in Volume 170, Page 278, Deed Records of Bandera County, Texas, to-wit:

WITNESSETH:

WHEREAS, on the 12th day of July 1976, Montague did execute certain restrictions referred to above covering MONTAGUE RANCH ESTATES, a Subdivision as shown on plat thereof filed in Volume 3, Page 30 of the Map and Plat records of Bandera County, Texas, such restrictions being herein referred to as the "Restrictions"; and

WHEREAS, subdivision owner is currently the owner of those lots that are described in Exhibit "A", attached hereto and referred to herein for all purposes; and

WHEREAS, the parties hereto have agreed to release certain rights granted in such Restrictions as to the above Lots and any other property which may be owned by the undersigned in Montague Ranch Estates.

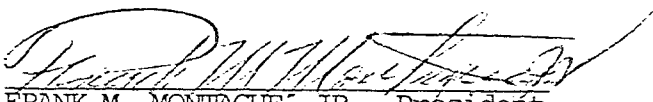
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the undersigned have agreed and do hereby agree that to the extent such Restrictions affect any of the property owned by the undersigned in said Montague Ranch Estates, the undersigned have released and do hereby release any and all rights they may have, if any, which may have been granted by said Restrictions or otherwise for the use of a lake referred to in said Restrictions as the Montague Lake, or any property surrounding such lake, and do hereby agree that neither the undersigned, nor any subsequent owners of the lots described in said Exhibit "A", or any other property in said Montague Ranch Estates currently owned by the undersigned

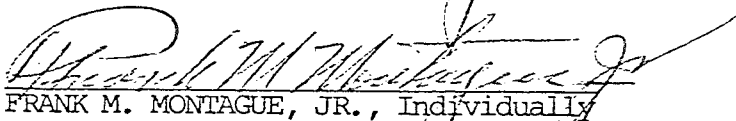
shall ever hereafter have the right to the use of said Montague Lake, or any property surrounding such lake, or any property adjoining the Montague Ranch Estates solely by reason of their ownership of a lot or property in Montague Ranch Estates. This agreement shall not affect any rights which the undersigned may have by reason of any actual ownership of any land adjoining Montague Ranch Estates, but is intended to fully release any rights to the use of such lake and adjoining property which the owners of the above lots and property in Montague Ranch Estates may be entitled, if any, as of the date of the execution hereof.

This agreement shall be binding upon the parties hereto, their heirs, representatives, successors and assigns, and upon any future owners of lots or property in Montague Ranch Estates which are currently owned by the undersigned.

EXECUTED this the 22nd day of March, 198 7.

MONTAGUE ENTERPRISES, INC.

By: 
FRANK M. MONTAGUE, JR., President


FRANK M. MONTAGUE, JR., Individually

BEING Tracts 3,4,6,7,8,9,11,13,15,16,17,21,23,26,27,29, 31,32,35 and 36 of Montague Ranch Estates, a Sub-division as shown on plat thereof, filed in Volume 3, Page 30 of the Map and Plat Records of Bandera County, Texas; and

A 33.16 acres, more or less, being the same tract on the northerly most side of Montague Ranch Estates, said 33.16 acre tract being on the above referenced plat of said subdivision SAVE AND EXCEPT 5.93 acres, more or less out of said 33.16 acre tract, said 5.93 acre tract adjoining the northwest side of Tract 1 of Montague Ranch Estates and being the same property presently owned by R. I. Collinsworth, Jr., and wife, Anita Collinsworth.

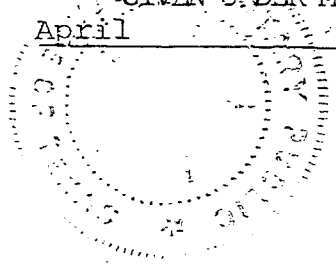
EXHIBIT "A"

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF BANDERA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank M. Montague, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of April, 1982.



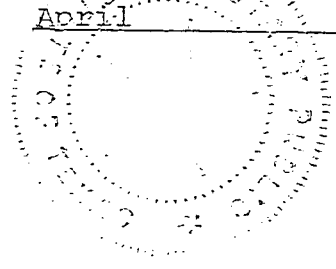
Millie Margaret Moore
Notary Public in and for the
STATE OF TEXAS
MILLIE MARGARET MOORE
My Commission Expires 12-31-84

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF BANDERA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank M. Montague, Jr., President of Montague Enterprises, Inc., a 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of April, 1982.



Millie Margaret Moore
Notary Public in and for
THE STATE OF TEXAS
MILLIE MARGARET MOORE
My Commission Expires 12-31-84

STATE OF TEXAS
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 22nd day of March A.D. 19 82 with its certificate of authentication was filed for record in my office the 2nd day of April A.D. 19 82 at 10:45 o'clock A. M. and duly recorded the 15th day of April A.D. 19 82 at 9:15 o'clock A. M., in the Deed Records of Said County in Volume 212 on Pages 702-704

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT
Clerk County Court, Bandera County, Texas.

By Bonnie Bruce
Bonnie Bruce Deputy

THE STATE OF TEXAS,
COUNTY OF BANDERA.

Work Order No. 12070

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (Unmarried) (Husband and Wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Bandera Electric Cooperative, Inc., a corporation, duly incorporated under and by virtue of the laws of the State of Texas, whose post office address is Bandera, Texas, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the

County of Bandera, State of Texas, and being described as being about 4 miles from the town of Bandera, Texas, more particularly described as follows:

Approximately 1500 acres consisting of Surveys Nos. _____ and being

bounded on the North by the land of Ridge Route Road

and on the East by the land of " " "

and on the South by the land of Raymond Hicks

and on the West by the land of Medina River & P.H. Pewitt

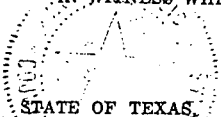
and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said land, an electric transmission or distribution line or system, and cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric 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.

In granting this easement it is understood that all poles and guys will be placed so as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described land and that the said land is 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 23 day of September, 1969

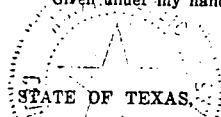


STATE OF TEXAS,
County of Bandera

Frank M. Montague Jr.
Ouida M. Montague
Individually and as executrix
of the Estate of
Frank M. Montague Sr., deceased

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office the 23 day of September, 1969



STATE OF TEXAS,
County of Bandera

Ch. R. Ritshesen
Notary Public, Bandera County, Texas

Before me the undersigned authority, on this day personally appeared Ouida M. Montague, wife of Frank Montague Sr. known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband and having the same by me fully explained

to her, she, the said Ouida M. Montague acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Notc: Given under my hand and seal of office the 23 day of September, 1969

50' additional ROW & new proposed 69 KV line to parallel existing D.C. 12.5 KV on west side.

Doze, pile & burn brush
Back fill all holes, smooth
& back drag road.

Ch. R. Ritshesen
Notary Public, Bandera County, Texas

copy to install and maintain steel gates on cross fences and property line fences.

Frank Montague Jr.
-no work during wet weather

STATE OF TEXAS
County of Bandera

I, ROSCOE L. HAYES, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 23rd day of September A.D. 1969 with its certificate of authentication was filed for record in my office the 18th day of November A.D. 1969 at 11:33 o'clock A. M. and duly recorded the 20th day of November A.D. 1969 at 9:15 o'clock A. M. in the Deed Records of Said County in Volume 137 on Pages 449

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

ROSCOE L. HAYES
Clerk County Court, Bandera County, Texas

By Elizabeth James Deputy

RIGHT OF WAY EASEMENT

STATE OF TEXAS, } 6900
COUNTY OF BANDERA. }

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Bandera Electric Co-operative, Inc., a corporation, duly incorporated under and by virtue of the laws of the State of Texas, whose post office address is Bandera, Texas, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in

the County of, State of Texas, and being described as being about.....miles from the town of Bandera, Texas, more particularly described as follows:

Approximately 7000 acres consisting of Surveys Nos.....

and being bounded on the North by the land of Frank Montel.

on the East by the land of Forest Stevens.

on the South by the land of Raymond Hicks

and on the West by the land of Joe Hensley.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said land an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary 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.

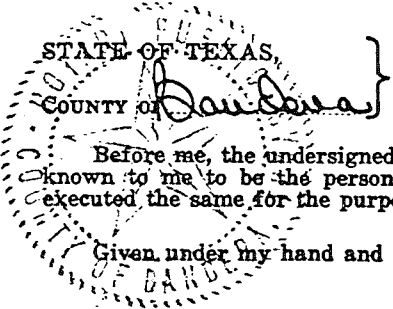
In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that all poles and guys will be placed so as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described land and that the said land is 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 2 day of Sept., 1954.

Frank M. Montague



STATE OF TEXAS,
COUNTY OF Bandera

Before me, the undersigned authority, on this day personally appeared Frank M. Montague known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of September, 1954

James R. Matte

Notary Public, Bandera County, Texas.

STATE OF TEXAS
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 2nd day of Sept. A.D. 1954 with its certificate of authentication was filed for record in my office the 8th day of Feb. A.D. 1974 at 11:00 o'clock A. M. and duly recorded the 11th day of Feb. A.D. 1974 at 2:50 o'clock P. M., in the Deed Records of Said County in Volume 157 on Pages 29

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT

Clerk County Court, Bandera County, Texas.

By Shirley J. Nelson Deputy

RIGHT - OF - WAY AGREEMENT

12857

STATE OF TEXAS |
COUNTY OF BANDERA |

In consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, (hereinafter called Grantor, whether one or more) does hereby grant, bargain, sell and convey to BANDERA ELECTRIC COOPERATIVE, INC., a corporation duly incorporated under and by virtue of the laws of the State of Texas, its successors and assigns (hereinafter called Grantee), a right-of-way and easement to construct, maintain, operate, repair, alter, replace and remove an electric transmission or distribution line or system across, over, upon or under the lands of the Grantor in the County of BANDERA, State of Texas, to-wit:

MONTAGUE RANCH ESTATES Subdivision, according to the Plat and Plan of Utility Easements shown on the Plat of said Subdivision, recorded in Volume 3 Page 30 of the Map and Plat Records of BANDERA County, Texas.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional electrical lines.

Grantee shall have the right, without liability of any sort, to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric lines or system and to cut down all dead, weak, leaning or dangerous trees that are tall enough to strike the lines in falling. In granting this easement, it is understood that poles, lines and appurtenances will be placed to form the least interference with land use, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described land and that the said land is free and clear of incumbrances and liens, SAVE AND EXCEPT the following:

FROST NATIONAL BANK
SAN ANTONIO, TEX.

Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to the free right of ingress and egress to, from, upon, over and across subdivision land to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the operation of said electric lines. The Grantee shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, Grantee for the purposes herein granted, with ingress and egress to, from, upon, over and across subdivision land to and from the said right-of-way and easement for the purpose of construction, inspecting, repairing, maintaining, replacing and removing the property of Grantee herein described and the undersigned hereby bind themselves, their heirs, executors, successors, assigns and legal representatives, to WARRANT AND FOREVER DEFEND all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 19th day of JULY 1976.

Frank M. Montague

STATE OF TEXAS

COUNTY OF Bandera

Before me, the undersigned authority, on this day personally appeared

Frank M. Montague, Jr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 12 day of July, 1976.

Rose Whithead
Notary public in and for
Bandera, County, Texas

STATE OF TEXAS

County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 12 day of July A.D. 19 76 with its certificate of authentication was filed for record in my office the 12 day of July A.D. 19 76 at 11:58 o'clock A M. and duly recorded the 16 day of July A.D. 19 76 at 10:50 o'clock A M., in the Deed Records of Said County in Volume 169 on Pages 780-782

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT

Clerk County Court, Bandera County, Texas.

By Ada Steiner Deputy

RIGHT-OF-WAY EASEMENT

13274

THE STATE OF TEXAS)
COUNTY OF BANDERA)

KNOW ALL MEN BY THESE PRESENTS:

That we, Frank M. Montague, Jr., and wife, Virginia Montague, of Bandera County, Texas, for and in consideration of \$10.00 and other valuable consideration in cash to us in hand paid by Montague Enterprises, Inc., a Texas Corporation, the receipt of which is hereby acknowledged, have GRANTED AND CONVEYED and by these presents do GRANT AND CONVEY unto Montague Enterprises, Inc., of Bandera County, Texas, its successors and assigns, the free and uninterrupted use, liberty, privilege and easement of passing in and along a certain road and way across a certain tract of land situated in Bandera County, Texas, being a part of the Montague Ranch lying between Montague Ranch Estates, a Subdivision as described in Volume 3, page 30, Plat Records of Bandera County, Texas and the Montague Lake situated on the Montague Ranch, said road and way extending from said Subdivision to said Lake and is more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof as if copied verbatim herein, together with the free ingress, egress, regress to and for the said Montague Enterprises, Inc., its successors and assigns, by foot, with cart, wagons, carriages, automobiles and other vehicles, horses, mules and by all other usual and customary means of travel, at all times and seasons forever, in, along, upon and out of said road and way, in common with the Grantors herein, their heirs and assigns and in common with all tract owners owning tracts in said Subdivision, this grant and conveyance being made not only for said Corporation but also for the use and benefit of all tract owners owning tracts in said Subdivision, their heirs and assigns.

TO HAVE AND TO HOLD all and singular the rights and privileges aforesaid unto Montague Enterprises, Inc., its successors and

assigns, and to all tract owners owning tracts in said Sub-
division, their successors and assigns, in common with the
Grantors herein, their heirs and assigns, forever.

EXECUTED on this 20th day of August, A.D. 1976.

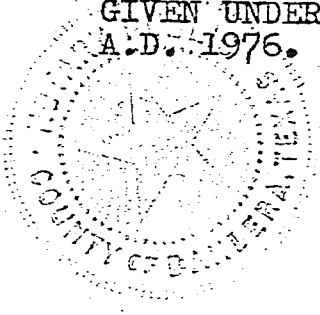
Frank M. Montague, Jr.
Frank M. Montague, Jr.,

Virginia Montague
Virginia Montague

THE STATE OF TEXAS)
)
COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally
appeared FRANK M. MONTAGUE, JR., and wife, VIRGINIA MONTAGUE,
known to me to be the persons whose names are subscribed to the
foregoing instrument and acknowledged to me that they each executed
the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of August,
A.D. 1976.



Frances Alanis

Notary Public in and for Bandera FRANCES ALANIS
County, Texas.

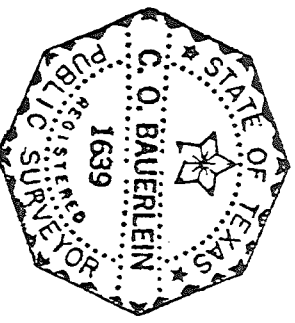
EXHIBIT "A"

I, C.O. Bauerlein, County Surveyor of Bandera County, do hereby certify that this Plat represent my survey on the ground of said 60.00' road and is true and correct.

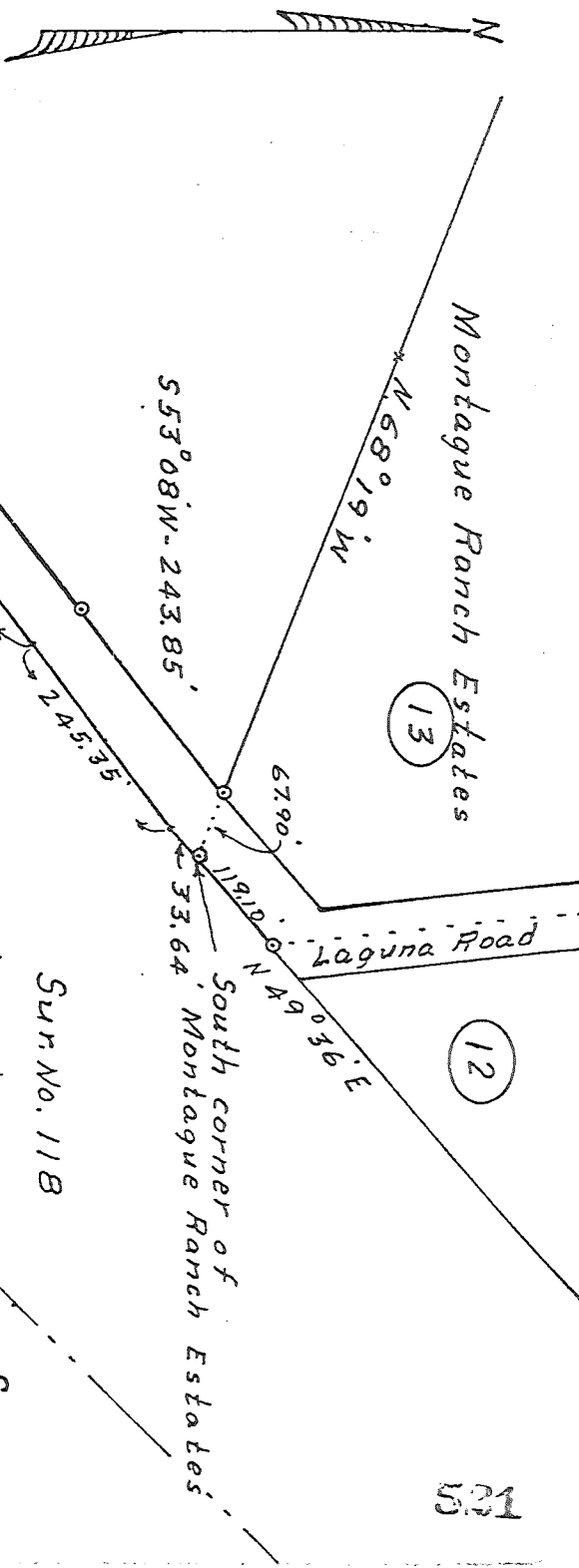
Aug. 27, 1976

C.O. Bauerlein

Registered Public Surveyor No. 1639



Scale 1" = 200'



Plat of a survey of a 60.00' road from Montague Ranch Estates to Montague Lake, all in Survey No. 118, F.M. Gibson, and being part of the Frank Montague Ranch.

Beginning at a 1/2" steel pin set for the south corner of Montague

Ranch Estates and being on the S.E. line of a 60.00' road.

Thence N 68° 19' W - 67.90' crossing said road to a 1/2" steel pin.

Thence S 53° 08' W - 243.85' to a 1/2" steel pin by a fence corner post.

Thence S 52° 28' W - 1766.86' with fence to a 1/2" steel pin at high water

line on East side of Montague Lake.

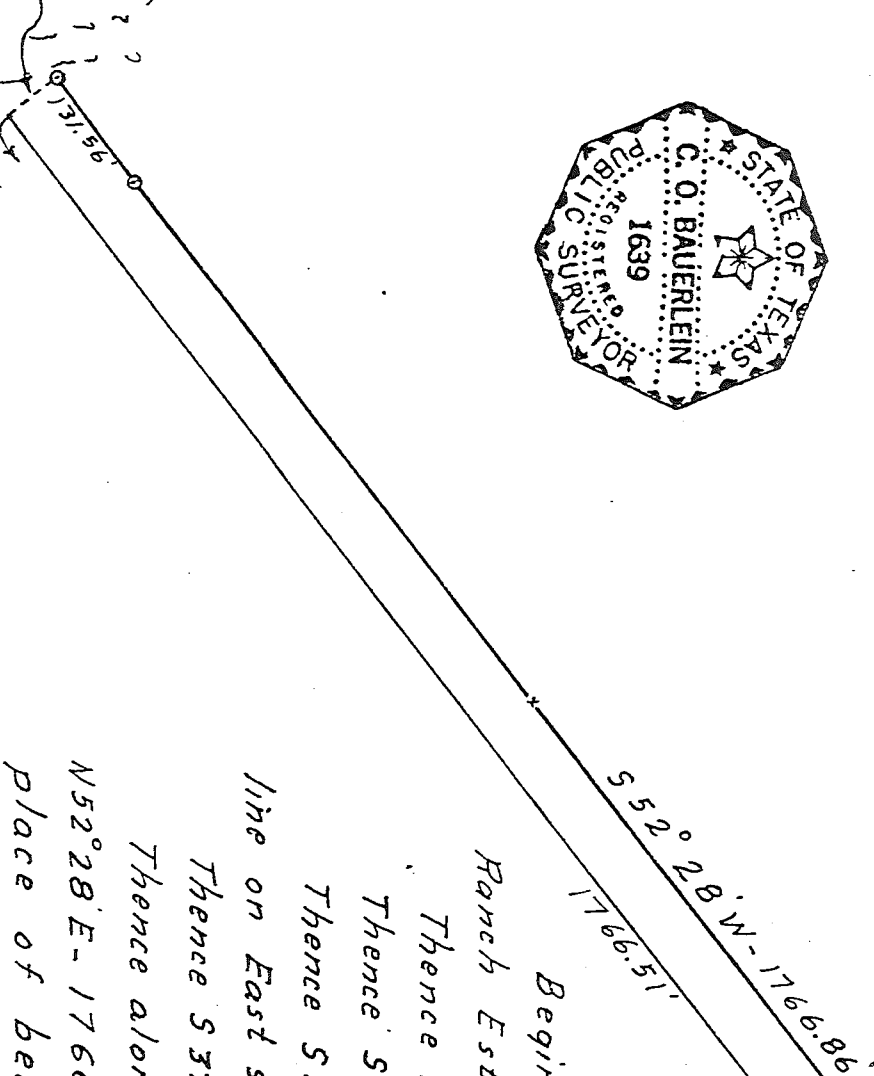
Thence S 37° 32' E - 60.00' to a stk. for the S.E. line of said 60.00' road.

Thence along the S.E. line of said 60.00' road as follows:

N 52° 28' E - 1766.51'; N 53° 08' E - 245.35'; N 49° 36' E - 33.64' to

place of beginning.

Montague Lake
S 37° 32' E
60.00'



STATE OF TEXAS

County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING,
 dated on the 20 day of Aug A.D. 19 76 with its certificate of authentication was filed for record
 in my office the 31 day of Aug A.D. 19 76 at 2:35 o'clock P M. and duly
 recorded the 9 day of Sept A.D. 19 76 at 8:05 o'clock A M., in the
Deed Records of Said County in Volume 170 on Pages 519-522

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT

Clerk County Court, Bandera County, Texas.

By *[Signature]*
 Deputy



Southwestern Bell - EASEMENT

15382

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of One and no/100 Dollars (\$ 1.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace and remove

a buried telephone cable system in the Montague Ranch Estates Subdivision

upon, over and under Grantors' land, situated in Bandera County, Texas, and described as follows:

In addition to Utility Easement assigned on recorded subdivision plats, the following easements are granted:

- Original Plat - Lot 7 - northeast property line - 10' wide - 760' long
- Original Plat - Lot 35-south property line - 10' wide - 476.24' long
- Original Plat - Lot 35-east property line from property corner contingent with lots 33 & 34, north 150' - 10' wide
- Addition No. 1- Lot 42-northeast property line - 10' wide - 933.53' long

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, and (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement.

Grantee, its successors and assigns, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work.

Grantors warrant that they are the owners of the land here conveyed and have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated.

Signed and executed this 8th day of April, 19 77.

Montague Enterprises Inc
D. Paul Montague - Pres.

Witness: Stephen White
San R. Banks

CORPORATION ACKNOWLEDGMENT

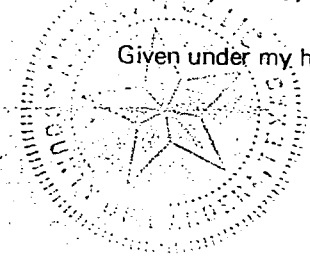
THE STATE OF TEXAS

COUNTY OF Bandera

BEFORE ME, the undersigned authority, on this day personally appeared Frank Montague, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, as President of Montague Enterprises, Inc. a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 8th day of April A.D. 19 77

Wayne Zickler
Notary Public in and for Bandera County, Texas
My Commission Expires June 1, 1977



STATE OF TEXAS

County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of Said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 8 day of April A.D. 19 77 with its certificate of authentication was filed for record in my office the 23 day of May A.D. 19 77 at 9:10 o'clock A M. and duly recorded the 26 day of May A.D. 19 77 at 2:05 o'clock P M., in the Deed Records of Said County In Volume 174 on Pages 844-845

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT

Clerk County Court, Bandera County, Texas.

By Olga Jenner
Deputy