RESTRICTIONS, COVENANTS AND CONDITIONS
OF
833929 BEAR PAW RANCH

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WHEREAS, REESE DEVELOPMENT CORPORATION, a Texas corporation, hereinafter called "Developer", is the record owner of all of the the land shown and described on that certain map designated as BEAR PAW RANCH in Kerr County, Texas, according to the map or plat filed for record in Volume 5, at Page 10, of the Map and Plat Records of Kerr County, Texas, on the 11th day of May, 1983, to which reference is hereby made for all purposes;

WHEREAS, these Restrictions, Covenants and Conditions are established for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of BEAR PAW RANCH; and

WHEREAS, Developer will cause to be incorporated under the laws of the State of Texas, a non-profit corporation, BEAR PAW RANCH, Homeowners Association as an agency to carry out the powers of maintaining and administering BEAR PAW RANCH.

NOW, THEREFORE, Developer does hereby declare the land described on the aforesaid Map and Plat of BEAR PAW RANCH on file with the County Clerk of Kerr County, Texas, to which reference is hereby made for all purposes, is held and shall hereafter be held, sold, occupied and conveyed subject to the following Restrictions, Covenants and Conditions:

1. **Purpose and Extent of Restrictions, Covenants and Conditions.** These Restrictions, Covenants and Conditions are established for the purpose set forth above and for the further purpose of preserving and propagating the wildlife on said land, all for the mutual benefit of the owners of same. These Restrictions, Covenants and Conditions shall, as hereafter provided, be construed as covenants running with said land and binding upon the Developer, its successors and assigns, and all owners and purchasers of said property, their heirs, successors, executors, administrators, and assigns, as provided herein.

2. **Definitions.** In construing these Restrictions, Covenants and Conditions, the following words shall have the following meanings:
A. "Developer" shall mean and refer to the REESE DEVELOPMENT CORPORATION, its successors and assigns.

B. "Association" shall mean and refer to the BEAR PAW RANCH HOMEOWNERS Association, a Texas non-profit corporation, its successors and assigns.

C. "Bylaws" shall mean and refer to the Bylaws of the Association as the same may be amended from time to time by proper action of its Members.

D. "Original Plat" shall mean and refer to the aforesaid Plat filed for record in Volume 5, at Page 10 of the Map and Plat Records of Kerr County, Texas, on the 11th day of May, 1983, designating the tracts of BEAR PAW RANCH.

E. "BEAR PAW RANCH" shall mean and refer to the land hereinabove described and that subdivision of Kerr County, Texas, named BEAR PAW RANCH recorded in the Deed Records of Kerr County, Texas, and designated according to the Original Plat; the term BEAR PAW RANCH to include any additional real property owned by Developer as long as such additional real property is:
(i) contiguous or adjacent to the real property now constituting BEAR PAW RANCH as set forth in the Original Plat or to any real property contiguous or adjacent to any such additional real property;

(ii) to be subdivided by Developer, its successors or assigns, pursuant to a plat filed of record in Kerr County, Texas, indicating that such additional property will constitute an addition to BEAR PAW RANCH and

(iii) to be developed by Developer in a manner consistent with the concept contemplated by these Restrictions, Covenants and Conditions.

Such additional real property may become subject to these Restrictions, Covenants and Conditions in any of the following manners:

(a) Developer may, without the consent of any Member which consent is expressly waived by each Member, at any time and from time to time, add to BEAR PAW RANCH and to the concept hereof any such property which it presently owns or which it may hereafter own, by filing of record a Supplement to these Restrictions, Covenants, and Conditions, which shall extend the concept of the covenants, conditions and restrictions of these Restrictions, Covenants and Conditions to such additional real property; PROVIDED, HOWEVER, that such Supplement may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in these Restrictions, Covenants and Conditions as may be necessary to reflect the different character, if any , of the added properties and as are not in consistent with the concept of these Restrictions, Covenants and Conditions. In no event, however, shall such Supplement modify or add to the covenants established by these Restrictions, Covenants and Conditions. Developer may make any such addition even though at the time such addition is made Developer is not the owner of any portion of the property described in the Original Plat. Each Supplement may designate the number of separate plots or tracts comprising the properties added or such designation may be deferred to further and subsequent Supplements as herein provided. Each such separate plot or tract shall constitute a tract within the meaning of these Restrictions, Covenants and Conditions.

(b) Upon the approval of the Members entitled to cast two-thirds (⅔rds) of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, the owner of any property who desires to add it to the concept of these Restrictions, Covenants and Conditions and to subject it to the jurisdiction of the Association, may file of record a Supplement as described in paragraph (a) of this paragraph. Any additions made pursuant to paragraphs (a) or (b) of this paragraph when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

F. "Common Areas" shall mean and refer to all real property, and improvements thereon, designated as such in the Original Plat and/or in any other plat filed of record pursuant to subparagraph E hereof, including all property acquired or owned by the Association for the common use and enjoyment of the Members.

G. "Tract" shall mean and refer to any tract or parcel of land (with the exception of Common Areas) shown as such on the Original Plat or any other plat filed of record pursuant to subparagraph E hereof with respect to additional properties.

H. "Member" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a tract or have entered, as an original party, successor or assignee, into a Contract for Deed for a tract with Developer (excluding expressly any lessees thereof); the term "Member" to exclude any person or persons, entity or entities, having an interest in a tract merely as security for the performance of an obligation, but to include Developer if Developer is a record owner of fee simple title of a tract but only if, with respect to such tract Developer has not entered into any Contract for Deed, as aforesaid. Every Member may lease a tract pursuant to a written lease agreement and may delegate to such tenant the right and easement of use and enjoyment in and to the Common Areas subject to, and as provided in, the provisions of these Restrictions, Covenants and Conditions and the Bylaws and Articles of Incorporation of the Association; and any such lease or lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions hereof and the Articles of Incorporation and Bylaws of the Association and that any failure by the lessee thereunder to comply with the terms and provisions hereof and the Articles of Incorporation and Bylaws of the Association shall be and constitute a default under such lease. "Member" shall mean and refer to each such party, who shall upon the acquisition of any such interest in a tract automatically become a Member of the Association and be subject to the Bylaws. Membership shall be appurtenant to, and not separated from, ownership of each

I. "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Paragraph 9 of these Restrictions, Covenants and Conditions.

J. "Residence" shall mean and refer to a permanent structure erected on a tract for use as a single family dwelling.

3. **Non-Commercial Use of Tract.**
(a) Each tract shall be used for residential purposes. The term "residential" as used herein shall mean and be construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, motels and commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any tract other the two (2) detached single family dwellings, not to exceed two (2) stories in height, together with a private garage (attached or detached) for not more than three (3) cars and servant's type quarters for each such dwelling, which may be occupied by an integral part of the family occupying the residences on the building sites, or by servants employed on the tract. In addition, a barn or ranch type buildings may be erected on each tract.

(b) No building shall be erected, placed, or altered on any tract in BEAR PAW RANCH until the building plans, specifications and plot plan showing the location of each such building have been approved in writing by the Developer, as hereinafter provided.

4. **Common Areas.** The Common Areas shall be maintained and governed by the Association in a manner consistent with the purposes of the Association as set forth in the Bylaws and in conformity with the terms and provisions hereof. Subject to the provisions hereof, every Member and every tenant of every Member who resides on a tract, and each individual who resides with either of them or who is a guest of either of them, respectively, on such tract shall have a right and easement of use and enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every tract PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Areas. The Developer shall dedicate and convey the fee simple title to the Common Areas to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Kerr County, Texas, prior to the date of the conveyance of the first provided that if additional property is made subject to these Restrictions, Covenants and Conditions pursuant to the provisions hereof and if a portion of such additional property is designated as Common Areas, the Developer shall dedicate and convey the fee simple title to such additional Common Areas to the Association, as herein provided, prior to the date of the conveyance of the first within such additional property. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Board of Directors of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of Members);

(b) Subject to the affirmative vote of two-thirds (⅔rds) of the votes of the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(d) The right of the Association, as provided in its Bylaws, to suspend membership rights for any period during which any assessment against a tract remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations; provided, that the Association shall not deny the use of such of the Common Areas as is necessary for access to each

(e) Subject to the affirmative vote of two-thirds (⅔rds) of the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine. Each Member shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Member or his family, guests, lessees or invitees, to the extent that the damage shall not be covered by insurance.

5. **Construction of Buildings and Other Structures.** All buildings and structures on each tract shall be of new construction and architecturally in harmony with the overall residential scheme of BEAR PAW RANCH as determined by the Developer. No unpainted sheet metal or fiberglass structures shall be placed on any of the tracts for the use as an accessory building or otherwise. No tent, housetrailer, mobile home, or temporary structure of any character may be placed, constructed or maintained on any of the tracts (except in connection with construction of permanent buildings and structures and then only during such construction).

6. **Size of Building and Structures.** In no event shall any residence be erected on any of the tracts having an air conditioned or heated living area of less than one thousand two hundred (1,200) square feet, exclusive of porches, garages or other appendages. All garages or carports on any tract shall have a capacity of not less than two (2) standard size automobiles.

7. **Set Back Requirements.** No building, or other structure shall be erected on any tract nearer than seventy-five (75) feet from any property line.

8. **Activities.** No noxious or offensive activity shall be carried on upon any tract not shall anything be done thereon which may be or become an annoyance or nuisance to any adjoinging tract. No tract shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kerr, if applicable, or any other governmental agency or subdivision having jurisdiction thereof.

9. **The Architectural Control Committee.** There is hereby established an Architectural Control Committee herein referred to as the "Committee". The Committee shall determine if the plans and specifications for any fence, building or other structure on any tract meet the requirements of these Restrictions, Covenants and Conditions, determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of BEAR PAW RANCH as established by the Committee, and approve the location of any such structure with respect to topography and ground elevation. No construction of any structure nor any addition or alteration of any structure may begin until a plot plan and plans and specifications for the same have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed within twelve (12) months of commencement of construction. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors.

The Committee shall be comprised of no less than three (3) and no more than five (5) members all of whom shall be appointed by the Developer until such time as eighy five percent (85%) of the tracts have been sold. When the title to eighty five percent (85%) of the tracts is vested in Members other than the Developer, Developer shall no longer appoint the Committee and the Committee shall then be composed of the Developer and persons appointed by the Board of Directors of the Association, and they shall thereupon be vested with all the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to these Restrictions, Covenants and Conditions and no member of the Committee shall be liable for damages, claims or causes of action arising out of any service performed pursuant hereto.

10. **Hunting.** Hunting is prohibited on the Common Areas and all tracts.

11. **Sanitation and Sewage.** No outside toilets will be permitted on any tract, and no installation of any kind for disposal of sewage shall be allowed on any tract which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

12. **Signs.** No sign or advertising device may be displayed on any tract except in the event of sale of said tract. There may be one for sale sign on each tract containing no more than five (5) square feet.

13. **Animals.** The raising or keeping of hogs on any tract is prohibited, except that the raising and keeping of dogs, cats and usual household pets is permitted on a tract and the raising and keeping of horses and cattle is permitted on a tract if the same are maintained behind fences which are situated on the tract and the same are for personal use and enjoyment and not for commercial or business purposes. The raising, keeping or selling of animals for commercial purposes on any tract in BEAR PAW RANCH is strictly prohibited.

14. **Intoxicants.** No spiritous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall ever be sold, or offered for sale, on any tract in BEAR PAW RANCH, nor shall the tract or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of any laws, rules, statutes or regulations of the State of Texas, the United States or any other governmental body, or of police, health, sanitary building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any Ranch.

15. **Trash and Garbage; Repair.** No trash, garbage, construction debris, or other refuse may be dumped or disposed of or be allowed to remain upon any tract vacant or otherwise. No building materials of any kind or character shall be placed or stored upon a tract until the Member is ready to commence improvements, and then such material shall be placed within the property lines of the tract. No noxious or undesirable thing or use whatsoever shall be permitted on any tract. The Committee shall determine noxiousness or undesirability and its decision shall be conclusive and binding on all parties. Each Member shall, at his sole cost and expense, maintain and repair his tract and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Member shall fail to maintain and repair his tract and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alterative remedies, shall have the right, through its agents and employees, to enter upon said tract and to repair, maintain, and restore the tract and the improvements situated thereon; and each Member (by acceptance of a deed or contract for deed for his tract hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Member to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due. No tract shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any tract except in sanitary containers.

16. **Timber; Oil and Gas.** No timber or tree of any kind may be cut by any Member on any of the Common Areas nor on any tract (except for construction as herein provided), without the express consent of the Committee. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any tract; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract. No open fires or burning shall be permitted on any tract at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any tract. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

17. **Obstructions.** No tract, as that term is defined herein may be re-subdivided or re-platted by a Member without the prior written consent of the Committee; each Member hereby delegating to the Committee the right and authority to approve or disapprove the same and each Member hereby expressly waiving any right to approve the same and any notice of the same. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from the Common Areas, without the written consent of the Committee. Each Member shall not alter or change the drainage or seepage on, over or across, nor the grade of, his tract by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage. Each Member shall not obstruct or in any way prevent other Members from exercising their rights of ingress and egress as herein set forth.

18. **Association Membership.** All of the tracts are sold or conveyed upon the understanding that the owner, purchaser or contract purchaser (excluding expressly any leasing) will automatically become and remain a Member in good standing of the Association, and the Member and his property shall be subject to the provisions of the Bylaws of the Association and these Restrictions, Covenants and Conditions, including any obligation imposed for the payment of any costs, dues or assessments.

19. **Covenants Running With The Land.** These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in BEAR PAW RANCH or any additional property, whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any tract or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all these Restrictions, Covenants and Conditions. These Restrictions, Covenants and Conditions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successuve periods of ten (10) years each unless fifty-one percent (51%) of the Members shall in writing (and duly recorded in the Deed Records of Kerr County, Texas) elect to terminate the same prior to the expiration of such term. Fifty-one percent (51%) of the Members may amend or change these Restrictions, Covenants and Conditions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor or supplemental instrument bearing the signatures of the requisite number of Members and the recording of same in the Deed Records of Kerr County, Texas. A copy of any change or amendment to these Restrictions, Covenants and Conditions shall be forwarded by prepaid mail to all Members. Failure to furnish said copy shall not affect the validity of such change or amendment. Anything herein to the contrary notwithstanding, Developer reserves the right to amend all or any part of these Restrictions, Covenants and Conditions to such an extent and with such language as may be requested by any federal, state or local agency which requests such an amendment as a condition precedent to any approval by any such agency, or by any federally or state chartered lending institution as a condition precedent to lending funds upon the security of any tract thereof. Any such amendment shall be effected by the recordation, by Developer, of a Certificate of Amendment signed by a duly authorized agent of Developer, with his signature acknowledged, specifying the Federal, state or local governmental agency or the federally or state chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon BEAR PAW RANCH and all persons having an interest therein; such persons having such interest hereby expressly waiving any notice thereof or right to consent thereto.

20. **Severability of all Terms and Provisions.** If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of the Developer, the Committee or any Member to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

21. **Enforcement.** The Developer, the Association, the Committee and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in BEAR PAW RANCH or any additional property, shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

22. **Interpretation.** The right is expressly reserved to the Developer, the Committee and/or the Board of Directors of the Association and their successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed herein.

23. **Abatement and Removal of Violation.** Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, the Board of Directors of the Association, the Committee, or any Member, or their agents, in addition to all other remedies, the right to enter upon the tract on which the violation occurs, and to abate and remove the violation at the expense of the Member in whose tract said violation occurred and the Developer, the Board of Directors of the Committee, or any Member or their agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

25. **Assessments.**

(a) Each Member by acceptance of a deed, contract or other agreement, therefor, whether or not it shall be so expressed in any such deed or other agrrement, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association) assessments or charges fixed, established and collected from time to time as hereinafter provided. The assessments thus collected by the Association shall constitute the Maintenance Fund of the Association. The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on, and shall be a continuing lien upon each against which each such assessment is made. Each such assessment together with such interest theron and cost of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the Member whose is affected thereby, at the time when the assessment became due.

(b) The assessments levied by the Association shall be used (i) for the purpose of promoting the recreation, health, safety and welfare of the residents of BEAR PAW RANCH and in particular for the improvement and maintenance of private roadways, walkways, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Areas, (ii) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas; (iii) for carrying out the duties of the Board of Directors of the Association as set forth herein and in the Bylaws of the Association; and (iv) for carrying out the purposes of the Association as stated in its Articles of Incorporation and Bylaws.

(c) Developer shall have, at its election, the right in common with the Association to improve and maintain the Common Areas, and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Areas and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas. In this regard, all assessments, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Developer, to the extent that such assessments are required by Developer to improve and maintain the Common Areas as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association. The Association shall rely upon a certificate executed and delivered by the Developer with respect to the amount required by Developer to improve and maintain the Common Areas hereunder and to carry out the duties of the Board of Directors of the Association. Any sums required by Developer to improve and maintain the Common Areas, in excess of the assessments collected by the Association, shall be borne and paid exclusively by Developer.

(d) Initially the monthly assessment for each tract not owned by Developer, shall be $10.00. The Developer shall be exempt from any such assessment. Although the Board of Directors shall not be required to fix assessments in each year, the Board of Directors may fix the assessments for each year. In addition, to the assessments authorized hereinabove, the Board of Directors may in its discretion levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of a majority of Members. The Board of Directors shall not be required to levy in any assessment year a special assessment. All assessments must be fixed at a uniform rate for all tracts except as otherwise expressly provided herein.

(e)The assessments provided for herein shall commence as to all tracts on the first day of the month following conveyance of the contract for deed or deed of trust and shall be payable in equal monthly installments, in advance, on the first day of each month thereafter. The due date or dates, if it is to be paid in installments, of any special assessment shall be fixed in the respective resolution authorizing such assessment. All assessment shall be paid to the Association at its offices in Kerr County, Texas.

(f) If the Board of Directors decides to fix and set assessments the Board of Directors of the Association shall so fix the amount of the assessment against each tract and shall, at that time, prepare a roster of the tracts and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Written notice of the assessment shall thereupon be delivered or mailed to every Member subject thereto. The Board of Directors shall upon demand at any time furnish to any Member liable for said assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

(g) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall automatically be due and payable together with such interest thereon and cost of collection thereof as hereinafter provided. Each Member hereby grants a continuing lien on the tract of each such Member as security for such assessments which shall bind such tract in the hands of the Member, his heirs, legal representatives, successors, and assigns. Further, the Developer hereby retains a vendor's lien against each as security for said assessments and said vendor's lien is hereby transferred and assigned to the Association without recourse. The obligation of a Member to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his tract shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for assessments shall be unaffected by any sale or assignment of a tract and shall continue in full force and effect, except as otherwise expressly provided herein. No Member may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Areas or abandonment of his tract.

(h) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election, bring an action at law against the Member personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the tract subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgement is obtained such judgement shall include interest on the assessment as above provided and a reasonable attorney's fees to be fixed by the court, together with the costs of the action.

(i) No Member shall, without the prior written consent of the Association (which consent need only be given by the Board of Directors of the Association), sell, convey or in any way transfer any tract, in whole or in part, unless and until such Member shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Member have been paid to the date thereof, that such Member is not delinquent in the payment of such assessments as of the date thereof, that such Member is not in violation of any Restrictions, Covenants and Conditions or Rules and Regulations of the Association and that such Owner is otherwise in good standing with the Association. Such certificate shall be furnished by the Board of Directors in accordance herewith. Any sale, transfer or conveyance by any Member not in compliance herewith, shall be void and of no force and effect. Any transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a first and prior lien on a tract are expressly excluded from the provisions and requirements hereof.

(j) The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any first mortgage or deed of trust now or hereafter placed upon a tract subject to assessment if the mortgage or deed of trust is for purchase money of or improvements on such tract and placed upon the tract at a time when no default has occurred and is then continuing in the payment of any portion of the assessment for such provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of any first mortgage or deed of trust comes into possession of a tract under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all tracts including the mortgaged tract in question. Such sale shall not relieve such tract from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

(k) The following property subject to these Restrictions, Covenants and Conditions shall be exempted from the assessments, charge and lien created herein:

(i) All properties dedicated and accepted by the local public authority and devoted to public use.

(ii) All Common Areas as defined in Article I hereof.

(iii) All portions of BEAR PAW RANCH owned by Developer.

(l) The omission of the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions hereof, or a release of any Member from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is filed.

(m) The Association shall have the right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage or encumber the monies paid and to be paid into said Maintenance Fund to finance the construction of improvements on any recreational or public area in BEAR PAW RANCH or in repayment thereof to the developing company or any lending institution or agency.

(n) Said maintenance charge and assessments, together with said liens securing the same, shall remain in effect and shall be collectable until January 1, 1999, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten (10) year term a majority of the Members elect to discontinue such charges, which election shall be evidenced by a written instrument executed and acknowledged by a majority of the Members and filed of record in the office of the County Clerk of Kerr County, Texas.

26. **Easements.** Easements for installation, maintenance, repair and removal of utilities, drainage facilities and floodway easements over, under and across BEAR PAW RANCH are reserved by Developer for itself, its successors and assigns. Developer shall have the right to grant easements for such purposes over, under, and across BEAR PAW RANCH. Full rights of ingress and egress shall be had by Developer and its successors and assigns, at all times over BEAR PAW RANCH for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Full rights of ingress and egress shall be had by the Association at all times over and upon each tract for the maintenance and repair in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any shall be made with as minimum inconvenience to the Member as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Maintenance Fund.

26. **Headings.** The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

27. **Notices.** Any notice required to be given to any Member or otherwise shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

28. **Disputes.** Matters of dispute or disagreement between Members with respect to interpretation or application of the provisions hereof or the Bylaws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Members, exept as otherwise expressly provided herein.

30. **Rule Against Perpetuities.** If any interest purported to be created hereby is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

31. No tract shall permit, or be used for, access to or from any road, highway or street, except through the use of and across the main entrance and roads and easement to Tract #67 shown and specified on the plat of BEAR PAW RANCH, and no Member shall cause or permit any access from or to a tract except across and through the roads as shown and specified on the plat of BEAR PAW RANCH (e.g. no access road from a tract outside of BEAR PAW RANCH shall be permitted). Access to, from and through BEAR PAW RANCH shall be limited and restricted to only the roads and easement to Tract #67 as shown and specified on the plat of BEAR PAW RANCH.

32. Notwithstanding any provision, covenant and restriction herein set forth to the contrary, any improvements now situated upon any portion of BEAR PAW RANCH which do not conform or comply with the restrictions and covenants herein set forth shall be permitted as presently constructed, but any repairs, alterations and remodeling change or reconstruction of any such existing improvements shall comply with the provisions hereof.

EXECUTED this the 1st day of May, 1983

REESE DEVELOPMENT CORPORATION

Dorothy Kretow
Dorothy Kretow, Secretary

BY Claude R. McClennahan, Jr.

324 First National Bank Building
Kerrville, Texas 78028

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 1st. day of MAY, 1983 by CLAUDE R. McCLENNAHAN, JR., President of REESE DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.

Barbara J. Sullivan
Notary Public State of Texas

BARBARA J. SULLIVAN
Notary Public Printed Name

BARBARA J. SULLIVAN, Notary Public
in and for Dallas County, Texas
My Commission Expires 3-31-84
My Commission expires

-6-

#833929
Restrictions of Bear Paw Ranch
Reese Development Corp.
to The Public

FILED FOR RECORD
at 8:38 o'clock A. M.
MAY 19 1983
PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Lois Hudson Deputy

Return to:
Wallace, Jackson, & Ables
Attorneys at Law
829 Jefferson St.,
Kerrville, Texas 78028

Filed for record May 19, 1983 at 8:38 O'Clock P.M.
Recorded May 24, 1983
PATRICIA DYE, Clerk
By Simona Garza Deputy

FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF BEAR PAW RANCH

2945

THIS FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into on this 4th day of April, 1984;

W I T N E S S E T H:

A. REESE DEVELOPMENT CORPORATION ("Developer") has heretofore executed and acknowledged those certain Covenants, Conditions and Restrictions (the "Restrictions"), dated May 1, 1983, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein and has caused the Restrictions to be filed in the Office of the County Clerk of Kerr County, Texas, in Volume 227, Page 23 of the Deed Records of Kerr County, Texas.

B. The Restrictions provide that Fifty-One Percent (51%) of the Members (owners of, or purchasers under a Contract for Deed of, tracts within BEAR PAW RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 10, Plat Records, Kerr County, Texas) may amend the Restrictions in writing by execution of such written amendment and recording the same in Kerr County, Texas, and by forwarding a copy of such amendment to all Members.

NOW, THEREFORE, the undersigned Members, owning more than Fifty - One Percent (51%) of the tracts within BEAR PAW RANCH, and being more than Fifty-One Percent (51%) of the Members, hereby amend the provisions of the Restrictions as follows:

(1) Section 7 of the Restrictions is deleted and the following is to be substituted therefor:

> "7. Set Back Requirements. No building or other structure shall be erected on any tract, other than Tract No. 8, nearer than seventy-five (75) feet from any property line, and no building, or other structure, shall be erected on Tract No. 8, nearer than seventy-five (75) feet from the front property line and no nearer than fifty (50) feet from the side or rear property lines."

(2) Section 9 of the Restrictions is amended by adding thereto the following:

> "The Committee may grant variances to these Restrictions, Covenants and Conditions upon the request of any Member or any Committee Member and upon the determination by the Committee that such variance is appropriate and that such variance is necessary to avoid any undue hardship or to carry out and apply the intent of these Restrictions, Covenants and Conditions as interpreted by the Committee; provided that any such variance shall not adversely affect or impair the rights and interests of other Members or tracts within BEAR PAW RANCH. The determination and decision by the Committee as to whether a variance should be granted shall be final and binding on all Members, and neither the Committee nor any of its Members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Committee may consider in granting or denying any variance the nature of the use of the land, the structure

to be constructed, the topography of the land, land use and structures on surrounding areas, and the effect, if any, of the variance on the appearance of the completed structure. The Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend these Restrictions, Covenants and Conditions, or any provisions hereof, nor shall it be a variance as to any other property or situation."

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Restrictions are hereby reaffirmed and agreed to be in full force and effect, subject to the amendments set forth herein.

IN WITNESS WHEREOF, the undersigned has executed this FIRST AMENDMENT on this 4th day of April, 1984.

REESE DEVELOPMENT CORPORATION

By _____
President Claude R. McClennahan, Jr.

FILED FOR RECORD
at 8:22 o'clock A.M.
APR 11 1984
PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Jammie C. Kersten Deputy

THE STATE OF TEXAS ()

COUNTY OF DALLAS ()

This instrument was acknowledged before me on the 4th day of April, 1984, by Claude R. McClennahan, Jr. of REESE DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas
Dorothy Kretow
(Notary's Printed Name)
My Commission Expires: 9/29/84

FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF BEAR PAW RANCH

2945 R

Bear Paw Ranch

REESE DEVELOPMENT CORPORATION

TO

THE PUBLIC

Filed 11th Day of Apr A.D. 1984
PATRICIA DYE at 8:22 a.m.
Clerk County Court, Kerr County, Texas
By Dominic C. Hunter Deputy

Please return to:
Wallace, Jackson & Ables
829 Jefferson Street
Kerrville, Texas 78028

WALLACE, JACKSON & ABLES
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
829 JEFFERSON STREET
KERRVILLE, TEXAS 78028

Filed for record April 11, 1984, at 8:22 o'clock A.M
Recorded April 17, 1984
PATRICIA DYE, Clerk By Simona Garza Deputy

SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BEAR PAW RANCH

10086

THIS SECOND AMENDMENT TO COVENANTS, CONDITIONS and RESTRICTIONS (this "Amendment") is made and entered into on this 26th day of November, 1984;

W I T N E S S E T H:

A. REESE DEVELOPMENT CORPORATION ("Developer") has heretofore executed and acknowledged those certain Covenants, Conditions and Restrictions (the "Restrictions"), dated May 1, 1983, and that certain First Amendment to the Covenants, Conditions and Restrictions (the "Amendment") dated April 4, 1984, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein, said Restrictions being recorded in Volume 227, Page 23, and said Amendment being recorded in Volume 294, Page 453 of the Deed Records of Kerr County, Texas.

B. The Restrictions provide that Fifty-One Percent (51%) of the Members (owners of, or purchasers under a Contract for Deed of, tracts within BEAR PAW RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 10, Plat Records, Kerr County, Texas) may amend the Restrictions in writing by execution of such written amendment and recording the same in Kerr County, Texas, and by forwarding a copy of such amendment to all Members.

NOW, THEREFORE, the undersigned Members, owning more than Fifty-One Percent (51%) of the tracts within BEAR PAW RANCH, and being more than Fifty-One Percent (51%) of the Members, hereby amend the provisions of the Restrictions as follows:

(1) Section 6 of said Restrictions is deleted and the following is to be substituted therefor:

"6. Size of Buildings and Structures. In no event shall any residence be erected on any of the tracts having an air conditioned or heated area of less than one thousand five hundred (1,500) square feet, exclusive of porches, garages or other appendages. All garages or carports on any tract shall have a capacity of not less than two (2) standard size automobiles."

(2) Section 12 of said Restrictions is deleted and the following is to be substituted therefor:

"12. Signs/Satelite Receivers/Motor Homes. No sign or advertising device may be displayed on any tract except in the event of sale of said tract. There may be one for sale sign on each tract containing no more than five (5) square feet. No satellite receiver may be installed on any tract without the prior written approval of the Architectural Control Committee, and if maintained thereon the same shall be screened from view in a manner approved by the Architectural Control Committee. No motor homes, travel vehicles or recreational vehicles shall be kept on any tract,

unless parked in a garage, or otherwise screened from view in a manner approved by the Architectural Control Committee.

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Restrictions are hereby reaffirmed and agreed to be in full force and effect, subject to the amendments set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this FIRST AMENDMENT on this 26th day of November, 1984.

REESE DEVELOPMENT CORPORATION

By [signature]
Claude R. McClennahan, Jr.,
President

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 26th day of November, 1984, by CLAUDE R. McCLENNAHAN, JR., President of REESE DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.

[signature]
Notary Public, State of Texas
Dorothy Kretow
(Notary's Printed Name)
My Commission Expires: 9/29/88

FILED FOR RECORD
NOV 30 1984
PATRICIA GAY
Clerk County Court, Dallas County, Texas
Deputy

10086 M

VOL 307 PAGE 179

Second Amendment to Covenants, Conditions and Restrictions Bear Paw Ranch to the public

FILED FOR RECORD
at 9:32 o'clock A M
NOV 30 1984
PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Jeannie C. Huston Deputy

RETURN TO:
Wallace, Jackson, Ables
829 Jefferson
Kerrville TX
78028

Filed for record November 30, 1984 9:32 o'clock A M
Recorded December 5, 1984
PATRICIA DYE, Clerk By Doris J. Henderson Deputy

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

4194

BEAR PAW RANCH HOMEOWNER'S ASSOCIATION

SPECIAL MEETING

May 30, 1991

MINUTES

A Special Called Meeting of the Bear Paw Ranch Homeowner's Association met on May 30, 1991, at 7:00 P.M. in the Community Room of the First National Bank of Kerrville.

In the absence of the President and the First Vice President, Secretary Bill Bolick called the meeting to order. New homeowners were present and each one present was asked to introduce him/herself.

Royce Woodward, Chairman of a special committee to recommend By-Laws amendments and a community meeting place presented, on behalf of the Board of Directors, a recommendation that the By-Laws be amended as indicated on the previously distributed material (copy attached). A motion was made by Mr. Cook; seconded by Mr. Peterson, that the By-Laws be so amended. It was adopted unanimously by over 51% of the total votes of all Members of the Association. It was therefore:

RESOLVED, that Article XII of the By-Laws is deleted and the following is to be substituted therefor:

ARTICLE XII
COMMITTEES

The Board shall appoint an Architectural Control Committee. In addition the Board may appoint other committees as required or deemed appropriate. Each committee shall consist of at least three or more members in good standing. Each committee shall keep a record of such committee's meetings and report to the board when required. A majority of the members of such committees shall constitute a quorum and decisions shall be decided by a majority vote.

RESOLVED, that Article XIII of the By-Laws is deleted.

RESOLVED, that Article XV, Section 1 of the By-Laws is deleted.

The second item on the agenda was the matter of purchasing a site upon which at some future time a community meeting house may be erected, etc. Mr. Marsh moved that we do not buy property for

a community meeting place. It was seconded by Mr. Cook. The matter was discussed before and following the motion. There were no negative votes.

A motion was made to adjourn; seconded; carried.

Following adjournament several items were discussed such as repairing for use the road to the recreation area; and the possibility of working out something with the owner of the pool so it could be used. The Board will take these matters into consideration.

Our time to use the room expired and all left about 8:05 P.M.

DEBBIE GRINNAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUGUST 30, 1992

Wm. H. Bolick, Secretary
May 30, 1991

STATE OF TEXAS
COUNTY OF KERR

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 9th OF JULY, 1991, BY WM H. BOLICK.

Debbie Grinnan
COMM EXPIRES 8/30/92

Return to and
Filed by: Royce Woodward
120 Kodiak Trail
Kerrville, Tx. 78028

FILED FOR RECORD
at 1:32 o'clock P. M.
JUL - 9 1991
PATRICIA DYE
Clerk, County Court, Kerr County, Texas
By Deputy

PROPOSED CHANGES TO BYLAWS OF BEAR PAW RANCH HOMEOWNERS ASSOCIATION (a Texas Non-profit Corporation)

1. Article X11 of the Bylaws is deleted and the following is to be substituted therefor:

ARTICLE X11. COMMITTEES

The Board shall appoint an Architedtural Control Committee. In addition the Board may appoint other Committees as required or deemed appropriate. Each Committee shall consist of at least three or more members in good standing. Each Committee shall keep a record of such committee's meetings and report to the board when required. A majority of the members of such committees shall constitute a quorum and decisions shall be decided by a majority vote.

2. ARTICLE X111 of the Bylaws is deleted.

3. ARTICLE XV, SECTION 1 of the Bylaws is deleted.

RECORDED IN Real Property
FILE DATE: July 9, 1991
FILE TIME: 1:32 O'CLOCK P M
VOL 597 PAGE 116
RECORDING DATE

JUL 9 1991

PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Lillian Bruce
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.
THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED, in the Official Public records of Real Property of Kerr County, Texas on

JUL 9 1991

Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

Proposed Changes to The Bylaws
(Purpose of the Changes)

1. Artical X11 Committees. Purpose of the change:
   Simplify the wording.

2. Article X111, Initial sales of tracts, Purpose of the change:
   No longer required. The article was applicable during
   the initial developement of the Subdivision to insure
   compliance with financial objectives.

3. Article XV, Section 1. Proof of membership. Purpose of
   the change:
   Remove the mandatory requirement to file Copy of Deed
   with the Association Secretary.

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

4195

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BEAR PAW RANCH

THIS AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into on this 9TH day of July, 1991.

W I T N E S S E T H :

A. REESE DEVELOPMENT CORPORATION ("Developer") has heretofore executed and acknowledged those certain Covenants, Conditions and Restrictions (the "Original Restrictions"), dated May 1, 1983, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein and has caused the Original Restrictions to be filed in the Office of the County Clerk of Kerr County, Texas, in Volume 227, Page 23 of the Deed Records of Kerr County, Texas and said Original Restrictions were subsequently amended by instrument recorded in Vol. 294, page 453 of the Deed Records of Kerr County, Texas. The Original Restrictions and all subsequent amendments are hereafter referred to as the "Restrictions."

B. The Restrictions provide that Fifty-One Percent (51%) of the Members (owners of, or purchasers under a Contract for Deed of, tracts within BEAR PAW RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 10, Plat Records, Kerr County, Texas) may amend the Restrictions in writing by execution of such written amendment and recording the same in Kerr County, Texas, and by forwarding a copy of such amendment to all Members.

NOW, THEREFORE, the undersigned Members, owning more than Fifty-One Percent (51%) of the tracts within BEAR PAW RANCH, and being more than Fifty-One Percent (51%) of the Members (as evidenced by a List of All Members of Bear Paw Ranch Homeowners Association attached hereto and made a part hereof for all purposes), hereby amend the provisions of the Restrictions as follows:

(1) Section 9 of the Restrictions is deleted and the following is to be substituted therefor:

> 9. The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as the "Committee". The Committee shall determine if the plans and specifications for any fence, building or other structure on any tract meet the requirements of these Restrictions, Covenants and Conditions, determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of BEAR PAW RANCH as established by the Committee, and approve the location of any such structure with respect to topography and ground elevation. No construction of any structure nor any addition or alteration of any structure may begin until a plot plan and plans and specifications for the same have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed within twelve (12) months of commencement of construction. Construction plans and specifications shall include elevations of all sides of the proposed

proposed structure and notes and/or specifications that describe the materials to be used on the exteriors.

The Committee shall be composed of no less than three (3) and no more than five (5) members all of whom shall be appointed by the Developer, or by the Board of Directors, if the Developer so designates, until such time as eighty five percent (85%) of the tracts have been sold. When the title to eighty five percent (85%) of the tracts is vested in Members other than the Developer, Developer shall no longer appoint the Committee and the Committee shall be composed of the Developer and persons appointed by the Board of the Association, and they shall thereupon be vested with all the rights, powers and authority herein granted to the Committee. Regardless of who appoints the Committee (the Developer or the Board of Directors) the Committee will serve at the discretion, and be responsible to, the Developer or Board of Directors whichever is appropriate. A majority of the Committee may designate in writing a representative to act for it. The Committee shall maintain a copy of each house plan submitted to it in the Association files showing the date submitted and the date approved by the Committee. There shall be no payment of compensation for services performed by the Committee or its members pursuant to these Restrictions, Covenants and Conditions and no member of the Committee shall be liable for damages, claims or causes of action arising out of any services performed pursuant hereto.

The Committee may grant variances to these Restrictions, Covenants and Conditions upon the request of any Member or any Committee Member and upon the determinations by the Committee that such variance is appropriate and that such variance is necessary to avoid any undue hardship or to carry out and apply the intent of these Restrictions, Covenants and Conditions as interpreted by the Committee, provided that any such variance shall not adversely affect or impair the rights and interests of other Members or tracts within BEAR PAW RANCH. Neither the Committee nor any of its members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Committee may consider in granting or denying any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use and structures on surrounding areas, and the effect, if any, of the variance on the appearance of the completed structure. The Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend these Restrictions, Covenants and Conditions, or any provisions hereof, nor shall it be a variance as to any other property or situation. The Committee will post on the bulletin board all current projects under review. Members involved may appeal Committee decisions to the Board of Directors.

(2) Section 16 of the Restrictions is deleted and the following is to be substituted therefor:

16. Fires and Trees. No burning or open fires will be permitted on any of the Common Areas without the express consent of the Committee and/or the Fire Safety Committee. Tract owners may burn brush on their individual tract provided the burn is a "Control Burn". A "Control Burn" is hereby defined as one in which the individual(s) are present with adequate means of preventing the fire from becoming out of control. Fire

extinguishers, water hoses and/or sufficient personnel to control the burn is the responsibility of the property owner. For large burns on any tract the nearest fire department shall be notified of the burn and the location prior to beginning the burn.

No timber or tree of any kind may be cut or removed from any of the Common Areas without the express consent of the Committee. Trees within the immediate area of a Bear Paw Residence on a tract may be cut or trimmed to enchance and beautify the landscape, and trees may be cut or trimmed for construction purposes as herein provided. The indiscriminate clearing of land is strictly prohibited.

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Restrictions are hereby reaffirmed and agreed to be in full force and effect, subject to the amendments set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this AMENDMENT on this 9th day of July, 1991.

SIGNATURE OF MEMBERS

Alan R. Massey

Royce A. Woodward

Leo M. McCurdy

Rose Manciaz

Gordon H. Monroe

Duane Packard

Lloyd A. Shackelford

Betty M. Hendricksen

David S. Grinnan

Jim Jones

Pete Peterson

William Bolick

Gerald McLaughlin

Robert K. Keidel

Guy J. Lookabaugh

James W. Chase

Ken Carlson

Clinton W. Harris

Allen K. Heacock

Doug Williams

Glen R. McCullough

Bobbie Marsh

Bill M. Tucker

William M. Best

Maurine Means

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 26TH day of June, 1991 by Alan R. Massey.

Cathy A. Barker
Notary Public, State of Texas
Commission expires: 8/23/92

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 26TH day of June, 1991 by Royce A. Woodward.

Cathy A. Barker
Notary Public, State of Texas
Commission expires: 8/23/92

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 26TH day of June, 1991 by Leo M. McCurdy.

Cathy A. Barker
Notary Public, State of Texas
Commission expires: 8/23/92

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 26th day of June, 1991 by Rose Mancias.

Sheila R. Bennett
Notary Public, State of Texas
Commission expires: _____

SHEILA R. BENNETT
Notary Public, State of Texas
My Comm. Expires 6-30-92

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 26th day of June, 1991 by Gordon H. Monroe.

SHERRY V. FRYE
Notary Public, State of Texas
My Commission Expires 3-2-92

Sherry V. Frye
Notary Public, State of Texas
Commission expires: 3-2-92

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 26th day of June, 1991 by Duane Prickard.

SHERRY V. FRYE
Notary Public, State of Texas
My Commission Expires 3-2-92

Sherry V. Frye
Notary Public, State of Texas
Commission expires: 3-2-92

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 3rd day of July, 1991 by Lloyd A. S. Backlund.

SHERRY JAMES
NOTARY PUBLIC
STATE OF TEXAS
10-19-91

Sherry James
Notary Public, State of Texas
Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 3rd day of July, 1991 by Betty N. Hendrickson.

SHERRY JAMES
NOTARY PUBLIC
STATE OF TEXAS
10-19-91

Sherry James
Notary Public, State of Texas
Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 31st day of July, 1991 by David S. Grimmer.

Notary Public, State of Texas

Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 31st day of July, 1991 by Jim Jones.

Notary Public, State of Texas
Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 31st day of July, 1991 by Pete Peterson.

Notary Public, State of Texas
Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 31st day of July, 1991 by William Bolick.

Notary Public, State of Texas
Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 31st day of July, 1991 by Gerald McLaughlin.

Sherry James
Notary Public, State of Texas
Commission expires: 10/12/91
Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 31st day of July, 1991 by Robert Keidel.

Sherry James
Notary Public, State of Texas
Commission expires: 10/12/91
Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 31st day of July, 1991 by Greg Lockabaugh.

Sherry James
Notary Public, State of Texas
Commission expires: 10/13/91
Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 31st day of July, 1991 by James Chase.

Sherry James
Notary Public, State of Texas
Commission expires: 10/19/91
Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 3rd day of July, 1991 by Ken Carlson.

Notary Public, State of Texas

Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 3rd day of July, 1991 by Clinton Harris.

Notary Public, State of Texas

Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF #

This instrument was acknowledged before me on the 3rd day of July, 1991 by Allen Peacock.

Notary Public, State of Texas

Commission expires:

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 3rd day of July, 1991 by Doug Williams.

Notary Public, State of Texas

Commission expires: 10/19/91

Sherry James

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 5th day of July, 1991 by GLENN R. McCULLOUGH.

DEBBIE GRINNAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUGUST 30, 1992

Debbie Grinnan
Notary Public, State of Texas
Commission expires: 8/30/92
DEBBIE GRINNAN

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 8th day of July, 1991 by BOBBY MARSH.

DEBBIE GRINNAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUGUST 30, 1992

Debbie Grinnan
Notary Public, State of Texas
Commission expires: 8/30/92
DEBBIE GRINNAN

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 8th day of July, 1991 by BILL M. TUCKER.

DEBBIE GRINNAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUGUST 30, 1992

Debbie Grinnan
Notary Public, State of Texas
Commission expires: 8/30/92
DEBBIE GRINNAN

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 8th day of July, 1991 by WILLIAM M. BEST.

DEBBIE GRINNAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUGUST 30, 1992

Debbie Grinnan
Notary Public, State of Texas
Commission expires: 8/30/92
DEBBIE GRINNAN

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF Kerr #

This instrument was acknowledged before me on the 8th day of July, 1991 by MAURINE MEANS.

DEBBIE GRINNAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUGUST 30, 1992

Debbie Grinnan
Notary Public, State of Texas
Commission expires: 8/30/92
DEBBIE GRINNAN

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF #

This instrument was acknowledged before me on the _____ day of _____, 1991 by _____.

_____
Notary Public, State of Texas
Commission expires: _____

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF #

This instrument was acknowledged before me on the _____ day of _____, 1991 by _____.

_____
Notary Public, State of Texas
Commission expires: _____

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF #

This instrument was acknowledged before me on the _____ day of _____, 1991 by _____.

_____
Notary Public, State of Texas
Commission expires: _____

FILED FOR RECORD
at 1:32 o'clock P. M
JUL - 9 1991
PATRICIA DYE
Clerk County Court, Kerr County, Texas
By _____ Deputy

Filed by & Return to:
Royce Woodward
120 Kodiak Trail
Kerrville, TX 78028

EXHIBIT "A"

LIST OF ALL MEMBERS OF BEAR PAW RANCH HOMEOWNERS ASSOCIATION

MEMBER	TRACTS OWNED IN BEAR PAW RANCH	GOOD STANDING
Bedgood, Arthur Jr.	26	✓
Best, William	61	✓
Bolick, William	7	✓
Bradford, W.J. Jr.	65	✓
Bumgardner, S.W.	10	✓
Carlson, Ken	50, 51	✓
Casburn, Ronnie & Debora	35	✓
Chase, James	43	✓
Cook, John	38	✓
Drinkard, Donald	28	✓
Edmiston, Jo Ann	58	O
Elman, Jeff	31	✓
Grinnan, David	59	✓
Habermacher, C.A.Sr.	4	✓
Harris, Clinton	52	✓
Harris, Susan	16	✓
Harrison, Art	64	✓
Heacock, Allen	11-1, 11-2	✓
Hedger, Dan	67	✓
Hendericksen, Lowell	66	✓
Jones, Jim	19-B	✓
Keidel, Robert	20-B	✓
Kuebodeaux, Sandy	22	O
Lookabaugh, Guy	56, 57	✓
Manciaz, Jesse Jr.	32, 36	✓
McCullough, Glen	62, 63	✓
McCurdy, Leo	17-A	✓
McLaughlin, Gerald	18-A	✓
McPhail, Joe	25-A	O

EXHIBIT "A"

LIST OF ALL MEMBERS OF BEAR PAW RANCH HOMEOWNERS ASSOCIATION

MEMBER	TRACTS OWNED IN BEAR PAW RANCH	GOOD STANDING
Marsh, Bob	53	✓
Massey, Alan R.	37	✓
Means, Charles	3	✓
Miles, R. D.	60	✓
Mooney, Dan D. Jr.	8	✓
Moore, James A. Sr.	13, 14	✓
Morley, John R.	2	✓
Packard, Duane Jr.	5-A	✓
Packer, C. E.	33	✓
Peterson, Robert K	17-A	✓
Rutan, Lance	27	✓
Shackelford, Loyd	19-B	✓
Stinson, Hettie	25-B	✓
Stuart, Jon R.	12	✓
Tucker, Bill	47, 48	✓
Wesselhoft, Robert	49	✓
Williams, Daugh	9	✓
Woodward, Royce	18-B	✓
#1 Bank, Abilene, Tx.	1, 20-A	✓
Energy Land, Kerrville, Tx.	5-B, 6, 15, 21, 23, 24, 29, 30	
	34, 39, 40, 41, 42, 44, 45, 46	
	54, 55.	

I, William H. Bolick, being the Secretary of the BEAR PAW RANCH HOMEOWNERS ASSOCIATION, do hereby certify that the information contained in the above LIST OF ALL MEMBERS OF BEAR PAW RANCH HOMEOWNERS ASSOCIATION is a true and correct record of said Members, the tracts owned by said Members and a record of their good standing according to the records of the BEAR PAW RANCH HOMEOWNERS ASSOCIATION as of JUNE 30, 1991.

Wm H Bolick

Wm. H. BOLICK, Secretary of BEAR PAW RANCH HOMEOWNERS ASSOCIATION

RECORDED IN Real Property
FILE DATE: July 9, 1991
FILE TIME: 1:32 o'clock P M
VOL. 599 PAGE 20
RECORDING DATE

JUL 9 1991

PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Lillian Brisco
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.
THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED, in the Official Public records of Real Property of Kerr County, Texas on

JUL 9 1991

Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

09138 VOL 0776 PAGE 333

FOURTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH

THIS FOURTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH (the "Amendment") is made and entered into on this 18th day of February, 1994.

W I T N E S S E T H:

A. REESE DEVELOPMENT CORPORATION ("Developer") has heretofore executed and acknowledged those certain Restrictions, Covenants and Conditions (the "Original Restrictions"), dated May 1, 1983, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to an ddescribed therein and has caused the Origial Restrictions to be filed in the Office of the County Clerk of Kerr county, Texas in Volume 227, Page 23 of the Deed Records of Kerr County, Texas, and said Original Restrictions were subsequently amended by instruments recorded in the Deed Records of Kerr County, Texas, as follows, to-wit: First Amendment, Vol. 294, Page 453; Second Amendment, Vol. 307, Page 177; and Third Amendment, Vol. 599, Page 20. The Original Restrictions and all subsequent amendments are hereafter referred to as the "Restrictions".

B. The Restrictions provide that fifty-one percent (51%) of the Members (owners of, or purchasers under a Contract for Deed of, tracts within BEAR PAW RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 10, Plat Records, Kerr County, Texas) may amend the Restrictions in writing by execution of such written amendment and recorrding the same in Kerr County, Texas, and by forwarding a copy of such amendment to all Members.

NOW, THEREFORE, the undersigned Members, owning more than fifty-one percent (51%) of the tracts within BEAR PAW RANCH, and being more than fifty-one percent (51%) of the Members, hereby amend the provisions of the Restrictions as follows:

Section 9. of said Restrictions is deleted and the following is to be substituted in lieu thereof:

bpha\4thamend

" 9. The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as the "Committee". The Committee shall determine if the plans and specifications for any fence, building or other structure on any tract meet the requirements of these Restrictions, Covenants and Conditions, determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of BEAR PAW RANCH as established by the Committee, and approve the location of any such structure with respect to topography and ground elevation. No construction of any structure nor any addition or alteration of any structure may begin until a plot plan and plans and specifications for the same have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed within twelve (12) months of commencement of construction. Construction plans and specifications shall include elevations of all sides of the proposed structure and notes and/or specifications that describe the materials to be used on the exteriors.

The Committee shall be composed of five (5) Members all of whom shall be appointed by the Board of Directors of Bear Paw Ranch Homeowners' Association, in its first meeting following the adoption of these amendment. Each appointed member shall be designated and assigned a position number on the Committee. Position numbers 1, 3 & 5 designees would be considered odd year Member appointments and Position numbers 2 & 4 designees would be considered even year Member appointments Each odd number year the Board will appoint a Member to the odd number positions and each even number year the Board shall appoint a Member to the even number positions. A Committee Member shall not serve more than two consecutive terms. Each Committee Member's term shall be for two (2) years. The Committee Members will be named each year at the first Board meeting following the annual meeting of the Members of Bear Paw Ranch Homeowners' Association.

The Committee shall be composed of the persons appointed by the Board of the Association, and they shall thereupon be vested with all the rights, power and authority herein granted to the Committee. The Committee shall serve at the discretion, and be responsible to, the Board of Directors. A majority of the Committee shall designate in writing a Chairman to act for it. The

Committee shall maintain a copy of each house plan submitted to it in the Bear Paw Homeowners' Association files showing the date submitted sand the date approved by the Committed. There shall be no payment or compensation for services preformed by the Committee or its members pursuant to these Restrictions, Covenants and Conditions and no member of the Committee shall be liable for damages, claims or causes of action arising out of any services performed pursuant hereto.

The Committee may grant variances to these Restrictions, Covenants and Conditions upon the request of any Member or any Committee Member and upon the determinations by the Committee that such variance is appropriate and that such variance is necessary to avoid any undue hardship or to carry out and apply the intent of these Restrictions, Covenants and Conditions as interpreted by the Committee, provided that any such variance shall not adversely affect or impair the rights and interests of other Members or tracts within BEAR PAW RANCH. Before any such variance is granted, the Committee shall provide at least ten (10) days' notice of any variance request to adjoining tract owners to the tract requesting a variance prior to making a final determination. Within ten (10) days' of receipt of the notice adjoining tract owners may submit any comments or objections regarding the requested variance to the Committee for its consideration. Neither the Committee nor any of its Members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Committee may consider in granting or denying any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use and structures on surrounding areas, and the effect, if any, of the variance on the appearance of the completed structure. The Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend these Restrictions, Covenants and Conditions, or any provisions hereof nor shall it be a variance as to any other property or situation. The Committee will post on the bulletin board of the Bear Paw Ranch Homeowners' Association all current projects under review. Members involved may appeal Committee decisions to the Board of Directors.

All reports to the Committee shall be submitted to the Chairman."

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Restrictions are hereby reaffirmed and agreed to be in full force and effect, subject to the amendment set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this AMENDMENT on this 18th day of February, 1994.

SIGNATURE OF MEMBERS

Bill M. Tucker Lots 47 & 48

KEN Carlson LOTS 50-51

R.B. Alexander Lots 34-35

Zola O. Woodward

Cotton Markham

Hilton M. Best

Glenn P. McCullough

Stan Bussgardner

Donwald Whitefield

Pete Peterson

Michelle Gfy LOT 60

Barbara T. Kane Lot 60

W. L. Fleming #1

Jeff Elman #31

[illegible] #16

bphs\4thamend

Luke & Alys Fournier	29A
[illegible]	#7
Betty McDermott	19b
Lois M. Flint	19b
Fredi H. & Marilyn Daily	2
Dock Flint	19B
Dixie Russell Coole	
Guy J Hookabaugh	55,56,57

bpha\4thamend

ACKNOWLEDGMENTS

STATE OF TEXAS X
X
COUNTY OF KERR X

This instrument was acknowledged before me on the 18th day of February, 1994, by the following Members of the **BEAR PAW HOMEOWNERS ASSOCIATION**, to-wit:

BILL M. TUCKER	LOTS 47 & 48
KEN CARLSON	LOTS 50 & 51
R. B. ALEXANDER	LOTS 34 & 35
ZOLA O. WOODWARD	LOT 18b
COTTON MARKHAM	LOT 4
WILLIAM M. BEST	LOT 61
GLEN McCULLOUGH	LOTS 62 & 63
STAN BUMGARDNER	LOT 10
DURWOOD WHITEFIELD	LOT 17a
PETE PETERSON	LOT 23
BARBARA T. KANA	LOT 60
MICHELLE GOLBY	LOT 60
W. L. FLEMING	LOT 1
JEFF ELMAN	LOT 31
FOSTER REYNOLDS	LOT 16
LUKE & ALYS GOURNAY	LOT 29a (29/30)
W. L. BOLICK	LOT 7
BETTY McILWAIN	LOT 19b
LOIS FLINT	LOT 19b
DOCK FLINT	LOT 19b
FREDRICH & MARILYN DEILY	LOT 2
DICKIE COOK	LOT 38
GUY LOOKABAUGH	LOTS 55, 56 & 57

Joyce E. Rutan
NOTARY PUBLIC, STATE OF TEXAS

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

bpha\4thamend

CERTIFICATE OF SECRETARY

VOL 0776 PAGE 339

I, GUY LOOKABAUGH, being the Secretary and Treasurer of the BEAR PAW HOMEOWNERS ASSOCIATION, do hereby certify that the Members whose signatures appear in this FOURTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH are Members in good standing in the Association and are owners of the tracts set forth herein and constitutes over fifty-one percent (51%) of the Members in good standing according to the records of the BEAR PAW HOMEOWNERS ASSOCIATION as of February 18, 1994.

Guy Lookabaugh

GUY LOOKABAUGH, Secretary/Treasurer of the BEAR PAW HOMEOWNERS ASSOCIATION

AFTER RECORDING RETURN TO:

Mr. Guy Lookabaugh
222 Four Bears Trail
Kerrville, Texas 78028

FILED FOR RECORD
at 1:35 o'clock P M
DEC - 7 1994
Clerk County Court, Kerr County, Texas
Deputy

RECORD Real Property
VOL. 776 PG. 333
RECORDING DATE
DEC 07 1994
COUNTY CLERK, KERR COUNTY

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law
THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on
DEC 07 1994
COUNTY CLERK, KERR COUNTY, TEXAS

bpha\4thamend

09139

VOL 0776 PAGE 340

FIFTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS AND THIRD AMENDMENT TO BY-LAWS OF BEAR PAW RANCH

THIS FIFTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS AND THIRD AMENDMENT TO BY-LAWS OF BEAR PAW RANCH (the "Amendment") is made and entered into on this 12th day of May, 1994.

W I T N E S S E T H:

Restrictions, Covenants and Conditions

A. REESE DEVELOPMENT CORPORATION ("Developer") has heretofore executed and acknowledged those certain Restrictions, Covenants and Conditions (the "Original Restrictions"), dated May 1, 1983, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein and has caused the Original Restrictions to be filed in the Office of the County Clerk of Kerr county, Texas in Volume 227, Page 23 of the Deed Records of Kerr County, Texas, and said Original Restrictions were subsequently amended by instruments recorded in the Deed Records of Kerr County, Texas, as follows, to-wit: First Amendment, Vol. 294, Page 453; Second Amendment, Vol. 307, Page 177; Third Amendment, Vol. 599, Page 20; and Fourth Amendment, Vol. ___, Page ___. The Original Restrictions and all subsequent amendments are hereafter referred to as the "Restrictions".

B. The Restrictions provide that fifty-one percent (51%) of the Members (owners of, or purchasers under a Contract for Deed of, tracts within BEAR PAW RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 10, Plat Records, Kerr County, Texas) may amend the Restrictions in writing by execution of such written amendment and recording the same in Kerr County, Texas, and by forwarding a copy of such amendment to all Members.

NOW, THEREFORE, the undersigned Members, owning more than fifty-one percent (51%) of the tracts within BEAR PAW RANCH, and being more than fifty-one percent (51%) of the Members, hereby amend the provisions of the Restrictions as follows:

bprha\5thamend

Section 2., Definitions, sub-section G. of said Restrictions is deleted in its entirety and the following substituted in lieu thereof:

"2. Definitions.

G. "Tract" shall mean and refer to any tract or parcel of land (with the exception of Common Areas) shown as such on the Original Plat, any replat of a Tract shown upon the Original Plat approved by the Architectural Control Committee and approved by any necessary governmental authority, or any other plat filed of record pursuant to subparagraph E. hereof with respect to additional properties."

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Restrictions are hereby reaffirmed and agreed to be in full force and effect, subject to the amendment set forth herein.

BY-LAWS

Article II, Definitions, Sub-Section (f)

BE IT RESOLVED,
THAT ARTICLE II., DEFINITIONS, sub-section (f) of the Association's By-laws be deleted in its entirety and the following substituted in lieu thereof:

"(f) "Tract" shall mean and refer to any tract or parcel of land (with the exception of the Common Areas) shown upon the Original Plat, any replat of a Tract shown upon the Original Plat approved by the Architectural Control Committee and approved by any necessary governmental authority, or any other plat filed of record with respect to additional property, as set forth in the Restrictions."

Article VIII, Section 1.

BE IT RESOLVED,
THAT ARTICLE VIII, SECTION 1. of the Association's By-laws be deleted in its entirety and the following substituted in lieu thereof:

" ARTICLE VIII.

SECTION 1. NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of five (5) Directors, who shall also be the officers of the Association, and shall be elected individually to fill one of the following positions: President, First Vice President, Second Vice President, Secretary and Treasurer.";

Article VIII, Section 2.

BE IT RESOLVED,
THAT ARTICLE VIII, SECTION 2. of the Association's By-laws be deleted in its entirety and the following substituted in lieu thereof:

" ARTICLE VIII.

SECTION 2. ELECTION AND TERM OF OFFICE. At the first annual meeting after adoption of this amendment, and at each annual meeting of the Members thereafter, Directors shall be elected by the Members for a term of one (1) year. All Directors shall hold office until their successors have been duly elected or qualified and shall serve without compensation except reimbursement for actual expenses. Cumulative voting is expressly prohibited.";

Article IX

BE IT RESOLVED,
THAT the first sentence of ARTICLE IX, SECTION 1. of the Association's By-laws be deleted in its entirety and the following sentence substituted in lieu thereof:

" ARTICLE IX.

SECTION 1. DESIGNATION. The officers of the Association shall be a President, First Vice President, Second Vice President, Secretary and Treasurer,

bprha\5thamend

all of whom shall be members of the Board.";

BE IT FURTHER RESOLVED,
THAT ARTICLE IX, SECTION 2. (ELECTION OF OFFICERS) and SECTION 3. (REMOVAL OF OFFICERS) of the Association's By-laws be deleted in their entirety;

BE IT FURTHER RESOLVED,
THAT ARTICLE IX, SECTION 4. PRESIDENT be re-numbered as SECTION 2. for numbering consistency;

BE IT FURTHER RESOLVED,
THAT ARTICLE IX, SECTION 5. VICE PRESIDENT of the Association's By-laws be deleted in its entirety and the following substituted in lieu thereof as SECTION 3. for numbering consistency:

" **ARTICLE IX.**

SECTION 3. FIRST VICE PRESIDENT. The First Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or in case of the President's inability for any reason to exercise such powers or functions and perform such duties.";

BE IT FURTHER RESOLVED,
THAT a new officer description for SECOND VICE PRESIDENT be added as SECTION 4. of ARTICLE IX. as follows:

" **ARTICLE IX.**

SECTION 4. SECOND VICE PRESIDENT. The Second Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President and First Vice President, or in case of their inability for any reason to exercise such powers or functions and perform such duties. The Second Vice

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President also shall perform other duties assigned by the President, such as, but not limited to, managing special projects of the Association."; and

BE IT FURTHER RESOLVED,
THAT ARTICLE IX, SECTION 6. (SECRETARY) and SECTION 7. (TREASURER) of the Association's By-laws be re-numbered as SECTION 5. and SECTION 6., respectively, for numbering consistency.

IN WITNESS WHEREOF, the undersigned have executed this **FIFTH AMENDMENT** on this 12th day of May, 1994.

bprha\5thamend

SIGNATURE OF MEMBERS VOL 0776 PAGE 345

TRACT #	NAME
1	L. Fleming
38	John Cook
10	Stanley W. Baumgardner
17A	Durwood Whitefield
7	Wm. Bolick
Nat'l, 15	Allen Heacock
29 & 30	Alys J. Gournay
23	Anita M. Peterson
24	Arthur Bedgood
18A	Gerald McLaughlin
18B	Zola O. Woodward
53	Robert C. Marsh
52	Wm. H. Ray, M.D.
66	Lowell Hendrickson
12	James K. Jones
27	Lance Rutan
55,56,57	Guy J. Lookabaugh
2,5a,6,19a,43,52,64	Guy J. Lookabaugh (proxy)
13,14,17b,33,34,36,47,48,49,50,51,65,65	Lance Rutan (proxy)

STATE OF TEXAS
COUNTY OF KERR

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 5/12/94 BY THE PERSONS LISTED ABOVE.

Debbie Grinnan
DEBBIE GRINNAN
NOTARY PUBLIC

Debbie Grinnan
Notary Public
STATE OF TEXAS
My Comm. Exp. 8-30-96

CERTIFICATE OF SECRETARY

VOL 0776 PAGE 346

I, GUY LOOKABAUGH, being the Secretary and Treasurer of the BEAR PAW HOMEOWNERS ASSOCIATION, do hereby certify that the Members whose signatures appear in this FIFTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH are Members in good standing in the Association and are owners of the tracts set forth herein and constitutes over fifty-one percent (51%) of the Members in good standing according to the records of the BEAR PAW HOMEOWNERS ASSOCIATION as of May 12, 1994.

Guy Lookabaugh

GUY LOOKABAUGH, Secretary/Treasurer of the BEAR PAW HOMEOWNERS ASSOCIATION

AFTER RECORDING RETURN TO:

Mr. Guy Lookabaugh
222 Four Bears Trail
Kerrville, Texas 78028

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

FILED FOR RECORD
at 1:35 o'clock P M
DEC - 7 1994
Clerk County Court, Kerr County, Texas
Deputy

RECORD Real Property
VOL. 776 PG. 340
RECORDING DATE
DEC 07 1994

Patricia Dye
COUNTY CLERK, KERR COUNTY

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

DEC 07 1994

Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

bpr\ha:Sthurmond

09199

SUPPLEMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH

This Supplement is entered into by Bear Paw Homeowners Association as of the 6 day of December 1994.

A. The Restrictions, Covenants and Conditions of Bear Paw Ranch have been entered into on May 1, 1983 and are recorded in Volume 277, Page 23, Real Property Records, Kerr County, Texas and have been amended ("Restrictions").

B. Section 2(E) of the Restrictions provides that additional real property may be added to BEAR PAW RANCH by the Bear Paw Homeowners Association ("Association") upon the approval of Members as specified in subparagraph (b).

C. On MAY 12, 1994, the Association held a meeting ("Meeting") of the Members which was duly called for the purpose of acting upon the addition of certain land to the concept of the Restrictions and a quorum was present.

D. At the Meeting 2/3rds of the votes of the Members of the Association who were voting in person or by proxy approved the acquisition and addition of the property described in Exhibit "A", attached hereto and made a part hereof for all purposes ("Additional Property").

NOW, THEREFORE, the Association hereby declares that the Additional Property is and shall be held, owned, used, occupied and conveyed subject to the Restrictions, that the Additional Property is added to BEAR PAW RANCH and to the concept of the Restrictions and the jurisdiction, functions, duties and membership of the Association shall be extended to the Additional Property; provided that the Additional Property shall be and is hereby designated as "Common Areas" and has been acquired and will be owned by the Association for the common use and enjoyment of the Members under and pursuant to the Restrictions.

EXECUTED as of the day and year set forth above.

BEAR PAW HOMEOWNERS ASSOCIATION

BY: Lance Ruthven
Name: LANCE RUTHVEN
Title: PRESIDENT

THE STATE OF TEXAS $

COUNTY OF KERR $

This instrument was acknowledged before me this 6 day of December, 1994, by Lance Rutan, President of BEAR PAW HOMEOWNERS ASSOCIATION, on behalf of said Association.

DIANE H. GREEN
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 10, 1997
BEARPAW/SUP1

Diane H. Green
Notary Public, State of Texas

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

FILED FOR RECORD
at 3:36 o'clock P M

DEC - 9 1994

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Esther [illegible] Deputy

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

DEC 09 1994

Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 776 PG 576
RECORDING DATE

DEC 09 1994

Patricia Dye
COUNTY CLERK, KERR COUNTY

FILED BY AND RETURN TO:

KERR COUNTY ABSTRACT & TITLE CO.
303 Earl Garrett Street
Kerrville, Texas 78028

GG# 14950

EXHIBIT 'A'

Lot 10 and Park Tract, Block One, The Highlands, a subdivision in Kerr County, Texas, according to the plat thereof recorded in Volume 5, Pages 234 and 235, Plat Records, Kerr County, Texas.

SIXTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH

VOL 1004 PAGE 483

02830

THIS SIXTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH (the "Amendment") was duly passed at a legal Annual Meeting of the Bear Paw Ranch Homeowner's Association held on February 12, 1999 and is further ratified on this 5th day of ~~March~~ April, 1999.

WITNESSETH:

Restrictions, Covenants and Conditions

A. REESE DEVELOPMENT CORPORATION (the "Developer") has heretofore executed and acknowledged those certain Restrictions, Covenants and Conditions (the "Original Restrictions"), dated May 1,1983, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein and has caused the Original Restrictions to be filed in the Office of the County Clerk of Kerr County, Texas, in Volume 227, Page 23 of the Deed Records of Kerr County, Texas, and said Original Restrictions were subsequently amended by instruments recorded in the Deed Records of Kerr County, Texas, as follows, towit: First Amendment, Vol. 294, Page 453; Second Amendment, Vol. 307, Page 177; Third Amendment, Vol. 599, Page 20; Fourth Amendment, Vol. 776, Page 333; and Fifth Amendment, Vol. 776, Page 340. The Original Restrictions and all subsequent amendments are hereinafter referred to as the "Restrictions".

B. The Restrictions provide that fifty-one percent (51%) of the Members of BEAR PAW RANCH HOMEOWNER'S ASSOCIATION (owners of, or purchasers under a Contract for Deed of, tracts within BEAR PAW RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 10, Plat Records, Kerr County, Texas) may amend the Restrictions in writing by execution of such written amendment and recording the same in Kerr County, Texas, and by forwarding a copy of such amendment to all Members.

NOW, THEREFORE, the undersigned Members, owning more than fifty-one percent (51%) of the tracts within BEAR PAW RANCH, and being more than fifty-one percent (51%) of the Members, hereby amend the provisions of the Restrictions as follows:

Section 13 of said Restrictions is deleted and the following is substituted therefor:

"13. **Animals.** The raising and keeping of hogs on any tract is prohibited, except that the raising of dogs, cats and usual household pets is permitted on a tract and the raising of horses and cattle is permitted on a tract if the same are maintained behind fences which are situated on the tract and the same are for personal use and enjoyment and not for commercial or business purposes. The number of animals, other than dogs and cats, kept on a tract may not exceed one per acre. If a tract contains a fractional acre, the fraction of an acre will be counted as an additional acre in determining the maximum number of animals that may be kept. The raising, keeping, or selling of animals for commercial purposes on any tract in BEAR PAW RANCH is strictly prohibited."

1

The terms, provisions, covenants, conditions, and restrictions set forth in and made the subject of the Restrictions are hereby reaffirmed and agreed to be in full force and effect, subject to the amendment set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this SIXTH AMENDMENT on this 5th day of ~~March~~ April, 1999.

(1) Ole McCully by proxy 3/26/99
W.L. FLEMING

KAY FLEMING

(2) Frederic H. Deily 3/26/99
FREDERIC DEILY

MARILYN DEILY

(3) 3-26-99 Marilyn Heacock by Proxy
DWIGHT LUNDBERG

(3) 3-26-99 Marilyn Heacock by Proxy
ARLINE LUNDBERG

(4) Gene Suess 3/26/99
GENE SUESS

ROSEMARY SUESS

(5A + 6) 3/26/99
E. DUAN PACKARD, JR.

JANET PACKARD

(7) 3/26/99
PHILIP FORD

MARJEL FORD

DAN MOONEY

PEGGY MOONEY

BARTOW DEAN, II

(10) Stan Bumgardner 3/24/99
STAN BUMGARDNER

JERRY BUMGARDNER

DWIGHT AUSTIN

BILLIE AUSTIN

(12) James K. Jones 3/24/99
JAMES K. JONES, SR.

LINDA JONES

(14A) Dawne H. Church 3/26/99
DAWNE CHURCH

ALLEN HEACOCK

(15) Marilyn Heacock 3/24/99
MARILYN HEACOCK

(16) Ken Batchelor 3/26/99
KEN BATCHELOR

MARTHA BATCHELOR

(17A) Durwood Whitefield 3/26/99
DURWOOD WHITEFIELD

EARLENE WHITEFIELD

(17B) Ken Wood 3/31/99
KEN WOOD

RAMONA WOOD

18A Guy Forbaugh by proxy (3-26-99)
GERALD MCLAUGHLIN

SHARON MCLAUGHLIN

(18B) Zola O. Woodward 3/26/99
ZOLA WOODWARD

JOHN THALER

THERESA THALER

(19) Guy Forbaugh by proxy (3-26-99)
ELBERT B. FLINT

LOIS FLINT

ROJELIO ESCAMILLA

LAURA ESCAMILLA

ROBERT KEIDEL

DARLENE KEIDEL

BOB FEDELE

MAGGIE FEDELE

BILL ROUNDTREE

ANN ROUNDTREE

GERALD MCCALL

MARCIA MCCALL

(24) Bruce Cutler By Proxy 4-1-99
ROBERT WILLIAMSON

FAYE WILLIAMSON

(25A) JOAN MCPHAIL

HETTIE MCPHAIL

HETTIE STINSON

~~ARTHUR BEDSOOD, JR.~~ Buetag

(27) LANCE RUTAN 4-1-99

JOYCE RUTAN

DONALD DRINKARD

JANET DRINKARD

(29A) DR. ALYS HAUGEN 3-26-99

(31) J. FRANCIS ELMAN 3-26-99

MARY ELMAN

(32+36) JAMES FENDLEY 3/26/99

LEA FENDLEY

(33) DR. GEORGE DEVANEY 3/26/99

AVICE DEVANEY

(34+35) BUD ALEXANDER 4-1-99

LETITIA ALEXANDER

(37) ALAN MASSEY 3-26-99

BECKY MASSEY

(38+39) JEFFREY REDMOND 3-26-99

JEAN REDMOND

(40A) JAMES SHELTON 3/26/99

PATRICIA SHELTON

(43) Guy Lookabaugh by proxy 3-26-99
JAMES CHASE

CAROLYN CHASE

(44) Albert Geisendorff 3/26/99
ALBERT GEISENDORFF

RUBY DEE GEISENDORFF

BILL NATION

MAGGIE NATION

(46) William G. Dole 3/26/99
BILL DOLE

BETTY DOLE

(47+48) Bill M. Tucker 3/26/99
BILL TUCKER

MARGARETE TUCKER

(49) Bill M. Tucker by 3/26/99
LLOYD MILLER Proxy

JOCELYN MILLER

(50+51) Guy Lookabaugh by proxy 3-26-99
KEN CARLSON

MARY LEA CARLSON

(52) Wm H Ray, M D 3-26-99
HENRY RAY

BARBARA RAY

(53) Graydon Vaught, Sr. 3/26/99
GRAYDON VAUGHT, SR.

JUDY VAUGHT

(54) Wm H Ray, M D 3-26-99 (proxy
RICHARD RAINS, JR.

JUDITH RAINS

(55A) Guy Lookabaugh 3/26/99
GUY LOOKABAUGH

OLIVE LOOKABAUGH

(56) Reed Beck, 3/26/99
REED BECK, JR.

V ERA BECK

(59) Jay Lookabaugh by proxy 3-26-99
DAVID GRINNAN

DEBRA GRINNAN

(60) Barbara Kana by proxy 4-7-99
BARBARA T. KANA

(61) William M. Best 3/26/99
WILLIAM BEST

FENTON BEST

(62 + 63) Glenn McCullough 3/26/99
GLENN MCCULLOUGH

TIFFANY MCCULLOUGH

JOHN L'HUILLIER

Ken Wood by proxy 3/31/99
WILLIAM J. BRADFORD, JR.

(66) 3/26/99
LOWELL HENDRICKSON

BETTY HENDRICKSON

(67)
DANIEL A. HEDGER By Proxy

SUBSCRIBED TO AND SWORN TO BEFORE ME by the said Glen McCullough, Fredric Deily, Marilyn Heacock, Gene Suess, Duan Packard, Jr., Philip Ford, Stan Bumgardner, James K. Jones, Sr., Dawne H. Church, Ken Batchelor, Durwood Whitefield, Guy Lookabaugh, Zola O. Woodward, Dr. Alys Haugen, J. Francis Elman, Dr. George Devaney, James Shelton, Albert Geisendorff, William G. Dole, Bill Tucker, Dr. William H. Ray, Reed Beck, Jr., William M. Best, and Lowell Hendrickson on this the 26th day of March, 1999.

LORI J. WATSON
MY COMMISSION EXPIRES
August 16, 1999

Lori J. Watson
LORI J. WATSON
Notary Public in and for
The State of TEXAS

Return to:
Kenneth Wood
P.O. Box 351
Kerrville, TX 78029

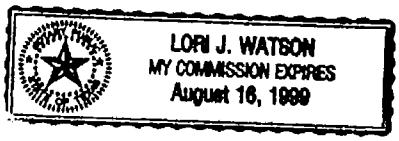
FILED FOR RECORD
at 4:15 o'clock P M
APR 05 1999
JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Deputy

23/5/1/5.50

SUBSCRIBED TO AND SWORN TO BEFORE ME by the said Ken Wood on this the 31st day of March, 1999.

Lori J. Watson

LORI J. WATSON
Notary Public in and for
The State of TEXAS



SUBSCRIBED TO AND SWORN TO BEFORE ME by the said Lance Rutan on this the 1st day of April, 1999.

Lori J. Watson

LORI J. WATSON
Notary Public in and for
The State of TEXAS

SIGNATURE OF MEMBERS

NAME	LOT NO.
David W Buchen	#26
DAVID W. Buchen	

SUBSCRIBED TO AND SWORN BEFORE ME BY DAVID W. BUCHEN ON THIS 23RD DAY OF MARCH, 1999.

ACKNOWLEDGEMENT OF NOTARY

Audrie Holloway

3-23-99

NOTARY PUBLIC STATE OF TEXAS

AUDRIE HOLLOWAY
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 14, 2001

SIXTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH

VOL 1004 PAGE 493

CERTIFICATE OF SECRETARY

I, Marilyn Heacock, being the Secretary of the BEAR PAW RANCH HOMEOWNER'S ASSOCIATION, do hereby certify that the Members whose signatures appear in this SIXTH AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF BEAR PAW RANCH are Members in good standing in BEAR PAW RANCH HOMEOWNER'S ASSOCIATION and are owners of the tracts set forth herein and constitute over fifty-one percent (51%) of the Members in good standing according to the records of BEAR PAW RANCH HOMEOWNER'S ASSOCIATION as of February 12, 1999.

Marilyn Heacock

Marilyn Heacock, Secretary of the BEAR PAW RANCH HOMEOWNER'S ASSOCIATION

Subscribed to and sworn before me by Marilyn Heacock on this 5th day of April, 1999.

LORI J. WATSON
MY COMMISSION EXPIRES
August 16, 1999

Lori J. Watson
Notary

RECORDER'S NOTE
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RECORD Real Property
VOL 1004 PG 483
RECORDING DATE

APR 06 1999

COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

APR 06 1999

COUNTY CLERK, KERR COUNTY, TEXAS

SC10/Sanitary Control Easement

05870 VOL 21 PAGE 363

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

THAT, REESE DEVELOPMENT CORPORATION, being the owner of Lot 64 of the BEAR PAW RANCH survey, in Kerr County, Texas, as shown on the map or plat recorded in Volume 5, Page 10 of the Deed Records of Kerr County, Texas, do hereby declare such property bound by the hereinafter set out restrictions and covenants and agree that said purchasers and subsequent owners of said lots or parts thereof shall comply with the same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of two years from the date these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source of public water system ceases.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall not in any wise affect any of the other provisions which shall remain in full force and effect.

Such restrictions are as follows, to-wit:

1. Sanitation control upon all of that area of land of said Lot 64 as is included within a 150 foot radius of a proposed deep water well located 157.5 feet at a radial of 78 degrees NW from the Southwest corner of said Lot 64 and specifically prohibiting the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described tract of land;

2. This sanitation control permits the construction of homes or building upon the same, provided, however, that all stock pens, feed lots, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited.

3. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 feet of the proposed well.

IN WITNESS WHEREOF the said owners have executed this instrument this 5th day of June, 1985.

REESE DEVELOPMENT CORPORATION

BY: Claude R McClennahan Jr.

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of June, 1985, by Claude R McClennahan Jr., President of REESE DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.

Dorothy Kretow
Notary Public, State of Texas
DOROTHY KRETOW
(Notary's Printed Name)
My Commission expires: 9-29-88

SANITARY CONTROL
EASEMENT

REESE DEVEOPMENT CORP.

TO

THE PUBLIC

FILED FOR RECORD
at 3:06 o'clock P.M.
JUN 26 1985
PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Lorraine C. Schultz Deputy

Return to:
David L. Jackson
Wallace, Jackson, Ables & Machann
829 Jefferson Street
Kerrville, Texas 78028

Filed for record June 26, 1985 at 3:06 o'clock P.M.
Recorded July 2, 1985
PATRICIA DYE, Clerk By Doris J. Henderson Deputy