
Item: **HUNTLEIGH ESTATES**

(Category: RESTRICTIONS)

Volume 234, Page 392, Deed Records of Kerr County, Texas; Volume 547, Page 530; Volume 761, Page 792; Volume 761, Page 796; and Volume 807, Page 233, Real Property Records of Kerr County, Texas; Volume 6, Page 237, Plat Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Item: **HUNTLEIGH ESTATES**

(Category: Subdivisions)

- iiiiiiiiiii. Access to water well and water storage tank as reserved in deed recorded in Volume 226, Page 581, Deed Records of Kerr County, Texas. (AS PER TRACT 4 ONLY)
- iiiiiiiiiii. Sanitation Control Easement as reserved in instrument dated October 1, 1979, recorded in Volume 11, Page 187, Easement Records of Kerr County, Texas and as shown on the plat recorded in Volume 6, Page 237, Plat Records of Kerr County, Texas. (AS PER TRACTS 3, 4, 5, 6 & 7 ONLY)
- kkkkkkkkkkkkkk. Annual assessments and/or current maintenance charges as set forth in instrument dated April 29, 1980, recorded in Volume 234, Page 392, Deed Records of Kerr County, Texas and Volume 807, Page 233, Real Property Records of Kerr County, Texas.
- iiiiiiiiiii. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 234, Page 392, Deed Records of Kerr County, Texas and Volume 807, Page 233, Real Property Records of Kerr County, Texas.
- mmmmmmmmmmmmmmmmmm. Easements as per the plat recorded in Volume 5, Page 246, Plat Records of Kerr County, Texas. (AS PER TRACTS 4, 5 & 6 ONLY)
- nnnnnnnnnnnnnnnn. Utility easements as per the plat recorded in Volume 6, Page 237, Plat Records of Kerr County, Texas.
- oooooooooooooooooooo. Any visible and/or apparent roadways or easements over or across the subject property.
- pppppppppppppppp. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)
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DECLARATION OF COVENANTS AND RESTRICTIONS
SHERMAN'S HILL
(A Residential Subdivision)

VOL. 234 PAGE 392

THE STATE OF TEXAS |

COUNTY OF KERR |

THIS DECLARATION, made on the date hereinafter set forth by Deloma Development Corporation, a Texas corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article III of this Declaration and desired to create thereon a residential community with designated "Lots", "Common Properties" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Properties and Common Facilities, and, to this end, desires to subject the real property described in Article III, together with such additions as may hereafter be made thereto, (as provided in Article III), to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the power of maintaining and administering the Common Properties and Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant shall cause a non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the non-profit corporation which Declarant shall cause to be incorporated as herein provided, its successors and assigns.

(b) "The Subdivision" shall mean and refer to Sherman's Mill, Section One, all subsequent sections of Sherman's Mill Subdivision brought within the scheme of this Declaration, and any other real property (including specifically, but without limitation, all or portions of other subdivisions in Kerr County, Texas being or to be developed by Declarant or affiliated or subsidiary entities) brought within the scheme of this Declaration.

(c) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Declaration.

(d) "Subdivision Plat" shall mean and refer to the respective map or plat of Sherman's Mill, recorded in the Plat Records of Kerr County, Texas.

(e) "Lot" and/or "Lots" shall mean and refer to each of the lots shown upon the Subdivision Plat. References herein to "the Lots (each Lot) in The Subdivision" shall mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.

(f) "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "The Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.

(g) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which is not a part of the Properties. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; landscaping; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

(h) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article III hereof. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

(i) "Owner" shall mean and refer to the record owner, or if such Lot is subject to a term purchase contract with Declarant, to the contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in the Subdivision" shall mean and refer to Owners as defined in this Declaration and all Supplemental Declarations.

(j) "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4 hereof, together with all the Owners in the Subdivision who are members of the Association as provided in all Supplemental Declarations.

ARTICLE II

Section 1. Easements. The Subdivision Plat Dedicates for use as such, subject to the limitations set forth therein, certain streets and other easements shown thereon, and such Subdivision Plats further establish dedications, limitations, reservations and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing any improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes, (including, without limitation, gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, along and on either or both sides of any side Lot line, which such easements shall have a maximum width of six (6) feet on each side of such side Lot line.

Section 3. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any easement or appurtenance, such as roadways or any drainage, water, gas, electric light, electric power, telegraph or telephone way, or any pipes, lines, or other conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties. The right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, telephones, electricity, gas and appurtenances thereto, as well as all drainage facilities, roads and streets. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, or across and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no electrical lines, water lines, or other utilities or appurtenances there-to may be installed or relocated on the Properties until approved by Declarant or the Association's Board of Trustees.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, if any, and other service vehicles to enter upon the Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Properties to render any service.

Section 6. Underground Electric Service. An underground electric distribution system for single family dwellings in a residential subdivision will be installed within the Properties and shall embrace all lots in the Properties. The Owner of each lot shall bear whatever costs which the electric company does not bear regarding the lot's attachment to the system and metering therefor. Same shall be in accordance with the requirements of local governmental authorities and the National Electrical Code. There shall be no overhead wiring.

Section 7. Surface Areas. The surface of easement areas for underground utility services may be used for shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE III

Property Subject to this Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of the following:

All of Sherman's Mill, being a total of 16.5 acres, being 8.60 acres out of Survey No. 677, C. C. Bullard, Abstract No. 87 and 7.90 acres out of Survey No. 1967, A. B. Reeves, Abstract No. 1413, according to the Plat thereof recorded in Volume 4, Page 211 of the Plat Records of Kerr County, Texas (or any subsequently recorded plat thereof); and

all of which real property is sometimes hereinafter referred to as the "Existing Property".

Section 2. Mineral Exception. There is hereby excepted from the Properties and Declarant will hereafter except from all its sales and conveyances of the Properties, or any part thereof, including the lots and Common Properties, all oil, gas, and other minerals in, on, and under the Properties, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for or development of oil, gas, and other minerals.

Section 3. Additions to Existing Property by Declarant. The Declarant, its successors and assigns, shall have the right for a period of 10 years from the date hereof to bring within the scheme of this Declaration additional properties in future stages of this or other developments within Kerr County, Texas (including, without limitation, subsequent sections of Sherman's Mill Subdivision and all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities). Any additions authorized under this subsection shall be made by Declarant, its successors or assigns, by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property and the execution thereof by members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands. Such maintenance charge or other provisions for such additions to existing property shall be determined by Declarant to fit the requirements of such additions.

Section 1. Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the Members, to collect the annual maintenance charges, and to administer the Maintenance Fund, to own and provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and Facilities and the streets or roads in the Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

Section 3. Trustees. The Association shall act through a three (3) member Board of Trustees, which shall manage the affairs of the Association. The initial Trustees of the Association shall be selected by Declarant. Each initial Trustee shall serve for an initial term of ten (10) years and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Trustees, the Members shall elect a Board of Trustees as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial ten (10) year term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the initial ten (10) year term and until his successor is duly elected and qualified. The Trustees shall have the power to select one or more advisory trustees from the residents of the Subdivision to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf of the Association.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all the Members of the Association, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in The Subdivision in which they hold the interest required for membership by this Declaration or any Supplemental Declaration. When more than one person holds such interest or interests in any such Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event, shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to eight (8) votes for each Lot in the Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration; provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership;

(b) on January 1, 1990

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in The Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration.

Section 6. Title to Common Properties. The Declarant may retain the legal title to the Common Properties and Common Facilities in the Subdivision until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same; however, title shall be conveyed by the time of the conversion of the Class B membership of Declarant to Class A membership, as described in the above Section 5. Until title to such Common Properties and Facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Properties and Facilities granted to the Association in this Declaration and all Supplemental Declarations.

ARTICLE V

Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities in The Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in The Subdivision.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in its discretion, to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Facilities by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties and Facilities or any part thereof at the same time; and

(b) The right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to The Subdivision or any part thereof; and

(c) The right of the Association to transfer title to any water line or any other utility facility or equipment situated in any part of such Common Properties or owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to The Subdivision or any part thereof; and

(d) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties and Facilities in such instances and on such terms as its Board of Trustees may deem appropriate; and

(e) The right of the Association to suspend the voting rights of a Member or his right to use any recreational Common Facility during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction; and

(f) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II of this Declaration and the Supplemental Declarations; and

(g) The restrictions as to use of the Common Properties provided for in Article VIII hereof.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Facilities in The Subdivision, together with all easement rights granted to Members in this Declaration and all Supplemental Declarations, to the members of his family, his tenants, or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

ARTICLE VI

Annual Assessments

Section 1. The Maintenance Fund. All funds collected by the Association from the regular maintenance charges provided for in this Article, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in The Subdivision by all Supplemental Declarations, shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members for the following purposes, to-wit: to promote the health, safety, recreation, and welfare of the Members, including without limitation, the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Properties and Facilities in the Subdivision, and any other areas provided by this Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as shrubbery, trees, walkways, streets and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of The Subdivision by the Members.

In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in The Subdivision which are situated on property owned by Declarant (or affiliated or subsidiary entities) but which then has not been brought within the scheme of this Declaration under the authority provided in Article III hereof, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities as its Board of Trustees shall determine, in its sole discretion. Further, if all or any such Common Facilities situated on property then not subject to the scheme of this Declaration also are for the use and benefit of persons or entities other than the Owners in The Subdivision, the Association shall have the right and authority to enter agreements with other persons or entities enjoying the use and benefit of such Common Facilities (or their designee), in such instances and on such terms as its Board of Trustees may deem appropriate and acceptable, obligating the Association to contribute, from the Maintenance Fund, a ratable portion of the amounts necessary from time to time to provide for the construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities, and providing for other agreements relative to the use and enjoyment of such Common Facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto.

The Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1 preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

In the event Declarant shall operate any Common Facility in The Subdivision, or such Common Facility shall be operated by others on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant in connection with operating and maintaining any such Common Facility, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all costs

actually incurred by Declarant in maintaining and operating such Common Facility in excess of the actual proceeds realized by Declarant from such operation, as such costs are incurred, to the extent that the balance of the Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Trustees of the Association in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Association. Further, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes fairly allocable to the Common Properties and Facilities and accrued subsequent to the recordation hereof, and prior to the date on which title to such Common Properties and Facilities is conveyed to the Association by Declarant, which have been actually paid by Declarant.

Section 2. Covenant for Assessments. Subject to the provisions set forth below in Sections 3 and 4 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular annual maintenance charge or assessment in the amount of One Hundred and No/100 Dollars (\$100.00) per annum per lot (herein sometimes referred to as the "full maintenance charge") which shall run with the land, subject to increase and decrease and payable as provided in Section 5 below.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Properties or Facilities, or any part thereof, or by abandonment of his Lot or his interest therein.

Section 3. Unimproved Lots Owned by Declarant or Builders. Declarant and builders shall pay twenty percent (20%) of the then existing full maintenance charge assessment for each Lot owned by them, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. If the annual maintenance charge on such Lot has been prepaid at twenty percent (20%) of the full maintenance charge then assessed for the portion of the calendar year remaining after the full maintenance charge becomes applicable to such Lot, as herein provided, the then Owner of such Lot shall be obligated to pay to the Association, on the date the full maintenance charge becomes applicable, as herein provided, that prorata portion of eighty percent (80%) of the full maintenance charge then assessed, which shall bear the same ratio to eighty percent (80%) of such full maintenance charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each builder to notify the Association at the time a residence has been substantially completed or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. The term "builder" for the purposes of this Declaration is defined as any person, firm, corporation, or other entity who is engaged in the business of building residential structures for sale or rental purposes, and not for his or its personal use or occupancy.

Section 4. Unimproved Lots Owned by Owners Other Than Declarant and Builders. Owners of unimproved Lots other than Declarant and builders shall pay fifty percent (50%) of the then existing full maintenance charge assessment for each Lot owned by them, until a residential structure has been completed thereon and has been occupied. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. If the annual maintenance charge on such Lot has been prepaid at fifty percent (50%) of the full maintenance charge then assessed for the portion

of the calendar year remaining after the full maintenance charge becomes applicable as herein provided, then the Owner of such Lot shall be obligated to pay to the Association, on the date the full maintenance charge becomes applicable, as herein provided, that prorata portion of fifty percent (50%) of the full maintenance charge then assessed, which shall bear the same ratio to fifty percent (50%) of such full maintenance charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each such Owner to notify the Association at the time such residential structure has been completed and occupied.

Section 5. The Annual Maintenance Charge. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year in which it is made and shall be payable on the day fixed for commencement. The assessments for each calendar year after the first year shall be due and payable to the Association in advance on January 1st each year. Provided, however, that, upon the purchase of his Lot (as evidenced by the date of his term Contract of Sale or Deed, or his occupancy, whichever is earlier), each Member shall be obligated to pay to the Association a prorata part of the applicable percentage (as determined pursuant to the terms hereof) of the regular annual maintenance charge assessed on such Lot, which shall bear the same ratio to the applicable percentage of the full annual maintenance charge as the number of full calendar months remaining in the year of purchase to twelve (12), and which shall be payable in full upon such purchase.

The Board of Trustees of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each Lot shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Trustees which fixes the amount of the regular annual maintenance charge or assessment in excess of One Hundred Twenty-Five and No/100 Dollars (\$125.00) per year, or in excess of the annual maintenance charge or assessment last ratified by the Members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least seventy-five percent (75%) of the Lots in the Subdivision if no meeting of the membership is held for ratification, or (ii) by the assent of seventy-five percent (75%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charge or assessment shall take effect retroactively.

If any resolution of the Board of Trustees which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Trustees may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the Members of the Association.

Section 6. Quorum for any Action Authorized Under Section 5.
The Quorum required for any action authorized by Section 5 hereof shall be as follows:

At the first meeting called, as provided in Section 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting..

Section 7. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Owner for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer 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.

Section 8. Liens to Secure Assessments. The regular annual maintenance charges or assessments, as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members. Subject to the conditions that the Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to

(a) all liens for taxes or special assessments levied by the City, County, and State governments, or any political subdivision or special district thereof, and

(b) all liens securing amounts due or to become due under any term Contract of Sale dated, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable, and

(c) all liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot when the same is purchased from a builder or for any part of the cost of construction, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosures shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure, be extinguished by any foreclosure.

Section 9. Effect of Non-Payment of Assessment. If any annual charge or assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 10. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

Sherman's Mill Water Supply Corporation

Section 1. Organization. Declarant has caused the incorporation and organization of Sherman's Mill Water Supply Corporation in accordance with Article 1434 of Vernon's Annotated Texas Statutes. This Texas corporation is non-profit and shall, upon the terms and as stated in its Bylaws, provide water service to the Members of the corporation.

Section 2. Members. Each Owner, whether one or more persons or entities, of a lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Sherman's Mill Water Supply Corporation and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the corporation shall automatically cease. Membership in the corporation shall be appurtenant to and shall automatically follow the legal ownership of each lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the corporation, and no certificate of membership will be issued.

Section 3. Rights and Obligation of Lot Owners (Members). Sherman's Mill Water Supply Corporation agents shall have the right to inspect any lot owner's water facilities prior to providing water service to insure that no substantial materials or cross-connections or other undesirable plumbing practices are present. This and other obligations as well as voting and other rights of the Members are described in the Bylaws of the corporation.

Section 4. Water for other than Lot Owners. The Board of Directors shall have the right and power, without the necessity of the approval or joinder of any Lot Owner or other person or entity to designate any other person or persons other than Lot Owners, who may purchase water from Sherman's Mill Water Supply Corporation. The Sherman's Mill Water Supply Corporation shall then furnish water to such other person or persons designated by Declarant, at a price similar to that paid by Lot Owners, or at a price designated by the Board of Directors. Such other persons shall not become members of the Sherman's Mill Water Supply Corporation, and shall have no rights in common with Lot Owners, other than the right to purchase water.

ARTICLE VIII

Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Architectural Control Committee constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) days period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specific requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures with respect to garage access and major entry and frontage. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction

requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

Section 2. Slab Elevation Certification. Each Owner shall submit to the Architectural Control Committee, prior to commencement of construction or erection of any residential structure, attached garage or other attached appurtenance thereto on any Lot, together with the plans and specifications and other data herein required, a certificate from a registered professional engineer (or such other authority as shall be acceptable to the Architectural Control Committee) certifying, in such form as may be required by the Architectural Control Committee, the elevation above mean sea level of the top of the finished slab (or finished beam, if a pier and beam foundation is utilized) for all portions of such residential structure, attached garage or other attached appurtenance relative to and based on such submitted plans and specifications and the proposed location of such structure on the Lot.

Section 3. Committee Membership. The Architectural Control Committee shall be initially composed of Louis Domingues, L. Dean Domingues, and Charles Domingues, who by a Majority vote may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s)). In the event of death or resignation of any member or members of Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

Section 4. Transfer of Authority to the Association. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the Committee, to the Board of Trustees of the Association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the Board of Trustees of the Association shall have full right, authority and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 5. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation a limited number of acceptable exterior materials and/or finishes), which shall constitute guidelines only and shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 6. Construction Requirements.

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot, and the exterior of any such structures, exclusive of roof, shall be of natural materials which shall be approved by the Architectural Control Committee. At its discretion, the Architectural Control Committee may specify a minimum amount of masonry construction.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction shall be complete not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) No sidewalks shall be permitted on any Lot without the express written consent of the Architectural Control Committee. The plans for each residential building on each of said Lots shall include plans and specifications for any such sidewalk and same shall be constructed and completed before the main residence is occupied.

(d) Before any landscaping shall be done in the front of any newly constructed residential structure, the landscape layout and plans must be first approved by the Architectural Control Committee.

(e) No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building setback lines as shown on the Subdivision Plats.

Section 7. Size of Residences. No residential structure erected on any Lot shall have more than two (2) stories. No residential structure with an exterior area of less than the applicable minimum number of square feet set forth below, exclusive of the area of carports, garages, porches, or other appurtenances or appendages, shall be erected on any Lot:

<u>Type of Structure</u>	<u>Minimum Exterior Area</u>
(a) One (1) story residences	1,200 square feet
(b) Two (2) story residences	1,500 square feet

Section 8. Building Location. No structure shall be located on any Lot between the building setback lines shown on the Subdivision Plats and the street. No building shall be located nearer than six (6) feet to any interior Lot line. At its discretion the Architectural Control Committee may authorize the construction of a garage or accessory building within three (3) feet of an interior Lot line where such building is to be located sixty-five (65) feet or more from the right of way of the street. The setback line and other building location restrictions herein may be relaxed by decision of the Architectural Control Committee, when the configuration and terrain of the Lot render the restrictions herein unfeasible.

For the purposes of this Section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of this Declaration, the front line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot, and each detached garage will be located at least sixty-five (65) feet from the front of the Lot on which it is situated and will be provided with a driveway access from the front of the Lot; provided that such access may be from the front or side of corner Lots.

Section 9. Walls, Fences and Hedges. No walls, fences or hedges shall be erected or maintained nearer to the front Lot line than then walls of the dwelling situated on such Lot, which are nearest to such front Lot line. All side or rear fences and walls shall not exceed six (6) feet in height, unless otherwise approved in writing by the Architectural Control Committee.

Ownership of any wall, fence or hedge erected as a protective screening on a Lot by Declarant shall pass with title to such Lot and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of Owner or occupant of any Lot in maintaining said protective screening and such failure continuing after ten (10) days' written notice thereof, Declarant or its successors or assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause said protective screening to be repaired or maintained or to do any other thing necessary to secure compliance with this Declaration or any Supplemental Declaration, so as to place said protective screening in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such statement immediately upon receipt thereof.

ARTICLE IX.

Building and Use Restrictions

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family, private residence, with appurtenances, and no structure shall be occupied or used until the exterior construction thereof and sanitary sewage disposal facilities therefor are completed. However, on lots fronting on the Guadalupe River, a pavilion or recreation building of construction similar to the Lot's residence may be built at a separate location nearer to the river than the residence. In addition, the Owner of each such Lot may build any such structure before the residence, providing the structure has

Each single family residence situated on a Lot may have an enclosed, attached or detached garage or a carport. No such detached garage shall have more than one (1) story. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles without written approval of the Architectural Control Committee. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 3. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements in the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office.

However, upon the written approval of the Architectural Control Committee a storage building or pet house may be placed on a lot.

Section 4. Nuisance. No noxious, offensive, or illegal activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage, a carport or behind a suitable fence, or on any street, except passenger cars and trucks smaller than three-quarters of a ton may be parked on the street in front of the Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Common Properties. The use or discharge of firecrackers or other fireworks in the Properties is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgment of the Board of Trustees of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

Section 5. Signs. Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section 5 are expressly transferred, shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except:

- (a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and
- (b) Any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot

and residence for sale or rent.

Declarant or its agent shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

Section 7. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 8. Garbage and Refuse Storage and Disposal. All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials, vehicles or equipment, whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is whether it shall be through public authority or through private garbage disposal service. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 9. UGRA Regulations. All lots in the field of authority of the Upper Guadalupe River Authority must register with said agency for sewage disposal.

Section 10. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot or other portion of the Properties unless the express written consent of the Architectural Control Committee first shall have been obtained.

Section 11. Driveways and Culverts. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used. All driveways shall be surfaced with concrete, concrete ribbon, brick, stone or asphalt. No Owner may block any drainage ditch (including road ditches). The specifications for and construction of all drain tiles or culverts in any drainage ditch, whether to be installed in connection with a driveway or otherwise, must be approved by the Association. Drainage under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

Section 12. Utilities. Each residence situated on a Lot shall be connected to the water line as soon as practicable after same are available at the Lot line.

Section 13. Minimum Lot Area. No Lot shall be resubdivided, except for the conveyance of a portion of a Lot to the owner or purchaser of an adjoining Lot. This may be done provided that the remaining area of the Lot is not less than 20,000 square feet. The written approval of the Architectural Control Committee is required for any such conveyance.

Section 14. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 15. Firearms. The use or discharge of firearms is expressly prohibited, except in case of an emergency.

Section 16. Lot and Dwelling Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to waterfront or the Common Properties where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment or storage piles which are incident to the normal residential requirements of a typical family. The exterior of any dwelling on any Lot shall be kept in good repair and maintenance.

In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, as determined by the Declarant or the Association, such default continuing after ten (10) days written notice thereof, Declarant or its successors and assigns or the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or repair said dwelling exterior or do any other thing necessary to secure compliance with this Declaration in order to place said Lot and dwelling in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof.

Section 17. Exempt Property. Notwithstanding any provision herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article IX, except as to the extent same are made specifically applicable to the Common Properties.

ARTICLE X.

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2019. During such initial term the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by ninety percent of the then Owners of all Lots in the Subdivision and properly recorded in the appropriate records of Kerr County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than seventy-five percent (75%) of all the Lots in The Subdivision and properly recorded in the appropriate records of Kerr County, Texas.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical

or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidity of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

Ratification by Lienholders

First National Bank of Kerrville, the owner and holder of a first lien covering all of the Properties and Margaret H. Domingues, the owner and holder of a second lien covering all of the Properties, have executed this Declaration to evidence their respective joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restriction, however, such consent, joinder and ratification is subject to the following:

1. Said consent, joinder and ratification shall not impair, effect or release the lien, or its priority, of said lienholders, nor the documents, and their terms, evidencing, securing and establishing the same.
2. All notices to owners shall be sent to said lienholders, or their successors, including without limitation any notice of meetings, notice of assessments, and notice of any default.
3. This Declaration shall not be amended without the prior written consent of First National Bank of Kerrville, or its successors, for so long as its Lien is outstanding.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the Lienholders have executed this Declaration to be effective, this the 29th day of April, 1980.

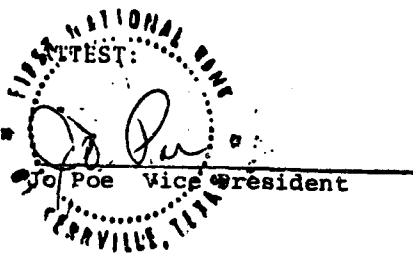
ATTEST:

Louis Domingues
LOUIS DOMINGUES

DELOMA DEVELOPMENT CORPORATION

By

Louis Domingues
LOUIS DOMINGUES
DECLARANT



FIRST NATIONAL BANK OF KERRVILLE

By

Robert L. Ingram
Robert L. Ingram Senior Vice President
FIRST LIENHOLDER

Margaret H. Domingues
MARGARET H. DOMINGUES
SECOND LIENHOLDER

THE STATE OF TEXAS)

THE COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Louis Domingues, President of DELOMA DEVELOPMENT CORPORATION, known to me to be the person whose name

is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of April, 1980.

MICKI WHALEN
NOTARY PUBLIC IN AND FOR
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 1-6-84

Micki Whalen
Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS)

THE COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Ingram, Senior Vice President of FIRST NATIONAL BANK OF KERRVILLE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of April, 1980.

MARCELLA A. MITCHELL
Notary Public, Kerr Co., Texas
My commission expires 10-11-81

Marcella A. Mitchell
Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS)

THE COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared MARGARET H. DOMINGUES known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of April, 1980.

FILED FOR RECORD

at 4:30 o'clock P. M

APR 29 1980

EMMIE M. RIVENKER
Clerk County Court, Kerr County, Texas
By Patty Burrow, Deputy

Sharon L. Faulkner
Notary Public in and for
Kerr County, Texas
My commission expires 6-29-81
SHARON L. FAULKNER

802404

VCL 234 PAGE 411

DECLARATION OF COVENANTS
AND RESTRICTIONS SHERMAN'S
MILL

Sherman's Mill
to
The Public

FILED FOR RECORD

at 4:30 o'clock P. M.

APR 29 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By Patty Buehner Deputy

Return To:

STRAUSS, JONS AND PARKER

ATTORNEYS AT LAW

P.O. BOX 472

KERRVILLE, TEXAS 78625

4-29

Filed for record April 29, 1980 at 4:30 o'clock P.M.

Recorded May 6, 1980
EMMIE M. MUENKER, Clerk

By Betty J. Loney Deputy

**SUPPLEMENTAL DECLARATION OF COVENANTS AND
RESTRICTIONS 2553
SHERMAN'S MILL**

THE STATE OF TEXAS X
COUNTY OF KERR X

WHEREAS, the Covenants and Restrictions, hereinafter referred to as "Covenants and Restrictions", dated the 29th day of April, 1980, as filed in Volume 234 on page 392 of the Deed Records of Kerr County, Texas, were established for the purpose of create thereon a residential community with designated "Lots", "Common Properties" and "Common Facilities" for the benefit of the present and future owners of the properties described in Exhibit "A", to which reference is hereby made for all purposed; and

• WHEREAS, Kelly Creek Ranch, address, 609 Sidney Baker, Kerrville, Texas, a Texas General Partnership composed of the partnership of Louis Domingues, Margaret H. Domingues, Louis Dean Domingue (nee Louis Dean Domingues), Charles B. Domingues, and Francis J. Domingues, hereinafter referred to as "Declarant" by virtue of conveyance from Deloma Development Corporation, by Deed dated 29 day of December A. D. 1989, of record in Volume 533 on page 777 of the Real Property records of Kerr County, Texas, and subsequently revised; and

WHEREAS, Declarant is the owner of the real properties described in Exhibit "A", to which reference is hereby made for all purposed;

NOW THEREFORE, in compliance to Article I (h) and Article III, Section 3, of said "Covenants and Restrictions", "Declarant" does hereby declares that the real property described in Exhibit "A", to which reference is hereby made for all purposed, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens as set forth in the "Covenants and Restrictions", dated the 29th day of April, 1980, as filed in Volume 234 on page 392 of the Deed Records of Kerr County, Texas; however

"Declarant" reserves the right to revise, change, alter, delete any or all portion of said "Covenants and Restrictions", "Declarant" desires to do so when any or all of the properties described in Exhibit "A" is transferred, sold, conveyed.

EXECUTED

this 30 day of March A.D. 1990.

Louis Domingues
Louis Domingues

Margaret H. Domingues
Margaret H. Domingues

Louis Dean Domingue
Louis Dean Domingue

Charles B. Domingues
Charles B. Domingues

Francis J. Domingues
Francis J. Domingues

THE STATE OF TEXAS X
COUNTY OF KERR X BEFORE ME, the undersigned authority, on
this day personally appeared Louis Domingues, Margaret H. Domingues,
~~Louis Dean Domingue and Charles B. Domingues~~ known to me to be the
persons whose names are subscribed to the foregoing instrument, and
acknowledged that they signed the foregoing document and acknowledged
to me that they executed the same, for the purposes and consideration
therein expressed.

Given under my hand and seal of office, this 30th day of March, A.D.
1990.

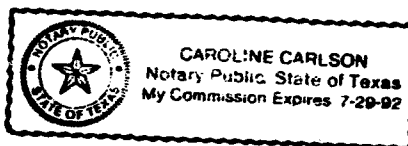


Caroline Carlson

Notary Public, The State of Texas
My Commission Expires: _____

THE STATE OF TEXAS X
COUNTY OF KERR X BEFORE ME, the undersigned authority, on
this day personally appeared Louis Dean Domingue known to me to be the
persons whose names are subscribed to the foregoing instrument, and
acknowledged that they signed the foregoing document and acknowledged
to me that they executed the same, for the purposes and consideration
therein expressed.

Given under my hand and seal of office, this 27 day of April, A.D.
1990.

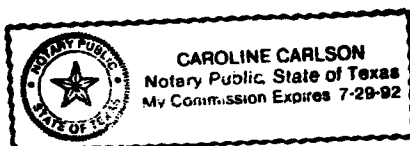


Caroline Carlson

Notary Public, The State of Texas
My Commission Expires: 7-29-92

THE STATE OF TEXAS X
COUNTY OF KERR X BEFORE ME, the undersigned authority, on
this day personally appeared Charles B. Domingues known to me to be the
persons whose names are subscribed to the foregoing instrument, and
acknowledged that they signed the foregoing document and acknowledged
to me that they executed the same, for the purposes and consideration
therein expressed.

Given under my hand and seal of office, this 27 day of April, A.D.
1990.



Caroline Carlson

Notary Public, The State of Texas
My Commission Expires: _____

THE STATE OF TEXAS X
 COUNTY OF X BEFORE ME, the undersigned authority, on
 this day personally appeared Francis J. Domingues known to me to be the
 person whose name is subscribed to the foregoing instrument, and
 acknowledged to me that he executed the same, for the purposes and
 consideration therein expressed.

Given under my hand and seal of office, this 23rd day of
April A.D. 1990.



Mary Stanley

Notary Public, The State of Texas
 My Commission Expires: 5/4/92

**SUPPLEMENTAL DECLARATION OF
 COVENANTS AND RESTRICTIONS
 SHERMAN'S MILL**

KELLY CREEK RANCH

FILED FOR RECORD

at 3:45 o'clock P. M.

this April 27, 1990

Patricia Dye
 County Clerk, Kerr County, Texas

By: Lois Hudson, Deputy

**PLEASE RETURN TO
 KELLY CREEK RANCH
 609 SIDNEY BAKER
 KERRVILLE, TEXAS 78028**

RECORDED IN Real Property
 FILE DATE: Apr 27, 1990
 FILE TIME: 3:45 O'CLOCK P. M.
 VOL. 547 PAGE 530
 RECORDING DATE

Any provisions 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 herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

APR 27 1990

APR 27 1990



PATRICIA DYE
 COUNTY CLERK, KERR COUNTY
 BY Joan [Signature] Deputy



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

EXHIBIT "A"

TRACT ONE

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 24.65 acres, out of Subdivision No. One of the George Baldwin and Easter A. Baldwin Subdivision, according to Plat of said subdivision recorded in Volume 2 on Page 68 of the Plat Records of Kerr County, Texas, being 21.95 acres out of Original Survey No. 677, C. C. Bullard, Abstract No. 87, 2.3 acres out of Original Survey No. 1967, A. B. Reeves, Abstract No. 1413, and 0.4 acres out of Original Survey No. 1532, H. I. Hardin, Abstract No. 1375, Patented to J. W. Mangum, called the East part of Survey No. 1532, and the entire tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake set where the South right-of-way line of 60 foot wide right-of-way of the Baldwin Road, a County Road, which was so designated on the foresaid George Baldwin and Easter A. Baldwin Plat, intersects the West line of aforesaid Subdivision No. One of the George Baldwin and Easter A. Baldwin Subdivision, for the NE corner of subject tract, said corner being located 61.6 feet S.9°56'E. from the SW corner of Sherman's Mill First Subdivision, Plat of which is recorded in Volume 4 on Page 211 to the Plat Records of Kerr County, Texas;

THENCE with the West line of said Subdivision No. One of the aforesaid George and Easter A. Baldwin Subdivision, S.9°56'E. 1950.3 feet to its SW corner, marked by an iron stake, for the SW corner of subject tract;

THENCE with the South line of said Baldwin Subdivision No. One, N.82°07'E. 202.8 feet to its SE corner in the West or NW line of the Kelly Creek Road, a County Road, for the SE corner of subject tract;

THENCE with the West or NW line of said Kelly Creek Road, N.38°00'E. 339.0 feet and N.35°28'E. 226.3 feet to a fence corner, a corner of a separate 17 acre tract, the property of W. T. Secor or Thornton Secor;

THENCE with the East line of aforesaid Baldwin Subdivision No. One, along the West line of the said Secor property, as it has been fenced for many years, N.9°19'W. 242.0 feet, N.9°31'W. 793.3 feet, N.9°54'W. 112.18 feet, and N.10°40'W. 193.4 feet to an iron stake in the aforesaid South line of 60 foot wide right-of-way of the Baldwin Road, for the NE corner of subject tract, said corner being located 66.4 feet S.10°10'E. from the SE corner of the 1 acre Baldwin Cemetery, as established in said Volume 2 on Page 68 of the Plat Records of Kerr County, Texas,

THENCE with the South right-of-way line of 60 foot wide right-of-way of said Baldwin Road, N.74°47'W. 399.0 feet and N.86°41' 267.0 feet to the place of beginning.

TRACT TWO

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 112.0 acres of land out of Original Survey No. 664, J.G. Welch, Abstract No. 373, being all of that part of said Original Survey No. 664, J.G. Welch, Abstract No. 373 which was conveyed from P.J. Domingues to Louis Domingues by Warranty Deed dated September 5, 1946 of record in Volume 80 at Page 362 of the Deed Records of Kerr County, Texas, except that 1.9 acre tract which was conveyed from Louis Domingues to my son Louis Dean Domingues by Gift Deed dated December 30, 1976 of record in Volume 193 at Page 260 of the Deed Records of Kerr County Texas, and subject tract being all of said Original Survey No. 664, J.G. Welch, Abstract No. 373, except that portion which was conveyed from P.J. Domingues to Mrs. Mary A. Pumphrey by Warranty Deed Dated November 14, 1933, of record in Volume 56 at Page 123 of the Deed Records of Kerr County, Texas and also except the aforesaid 1.9 acre tract previously conveyed to Louis Dean Domingues, and subject tract includes the ranch house and barns and all of the major improvements of the Louis Domingues Kelly Creek Ranch and being more particularly described by metes and bounds, as follows to wit:

BEGINNING at a rock mound, the Northwest corner of said Original Survey No. 664, J.G. Welch, Abstract No. 373, for the Northwest corner of subject tract;

THENCE with the North line of said Original Survey No. 664, J.G. Welch, Abstract No. 373, East 1938.0 feet to a fence corner post, the Northwest corner of the aforesaid Mrs. Mary A. Pumphrey tract, for the Northeast corner of subject tract;

THENCE with fence, along the West line of the said Mary A. Pumphrey tract S.3°45'E. 335.0 feet to a Live Oak tree;

THENCE S.32°45'E. 152.2 feet to corner in said fence;

THENCE with the West or Northwest line of the said Mary A. Pumphrey tract following the East and Southeast line of the Kelly Creek Road, as it was in 1933, said line generally now being in said road, as follows:

S.25°30'E.	361.5 feet,
S.14°15'E.	598.0 feet,
S.13°45'W.	191.0 feet,
S.47°00'W.	410.0 feet,
S.55°40'W.	200.0 feet,
S.71°53'W.	480.8 feet, and
S.53°25'W.	140.0 feet, to corner near Kelly Creek;

THENCE S.31°10'W. 210.0 feet along a line parallel to said Creek;

THENCE S.15°00'E. 200.0 feet to an iron stake set where the East line of said Kelly Creek Road intersects the South line of said Original Survey No. 664, J.G. Welch, Abstract No. 373, for the Southeast corner of subject tract;

THENCE with the South line of said Original Survey No. 664, J.G. Welch, Abstract No. 373, West 1208.3 feet to an iron stake set for the Southwest corner of said Original Survey No. 664, J.G. Welch, Abstract No. 373, for the Southwest corner of subject tract;

112.0 Acres

THENCE with the West line of said Original Survey No. 664, J.G. Welch, Abstract No. 373, North 2551.9 feet to the place of beginning.

Except the aforesaid 1.9 acre tract previously conveyed to Louis Dean Domingues, which lies within the boundary of subject tract and which is more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake at a gate post, on the East side of a gate, for the NE and most Northerly corner of subject tract, said corner being located approximately S.65°30'W. 1275.6 feet from an old rock mound set for the NE corner of Original Survey No. 664, J.G. Welch;

THENCE with existing field fence, S.55°54'W. 149.4 feet and S.46°30'W. 88.2 feet to an iron stake set for the NW and most Westerly corner of subject tract;

THENCE S.20°16'E. at 299.7 feet an iron stake on high bank of creek, at the water's edge of Kelley Creek, and a total distance of 367.6 feet to the SW corner of Kelly Creek, for the SW or most Southerly corner of subject tract;

THENCE down the center of Kelly Creek, N.73°55'E. 178.0 feet to a point in the center of said creek, for the SE or most Easterly corner of subject tract;

THENCE N.14°08'W. at 40.0 feet the North bank of said creek at the water's edge at spillway elevation, at 75.8 feet an iron stake on top of the high bank of creek and a total distance of 453.7 feet to the place of BEGINNING.

TRACT THREE

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 4.2 acres of land out of Original Survey No. 677, C. C. Bullard, Abstract No. 87, being the Southern portion of that part of the Baldwin Subdivision Number Two, designated as Subdivision 21, which was conveyed to Geraldene B. Walker, as her share of the George Baldwin and Easter A. Baldwin Estate, according to Plat of same recorded in Volume 2 on Page 68 of the Plat Records of Kerr County, Texas, and by Partition Deed dated April 25, 1956 and recorded in Volume 100 at Pages 140-154 of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake in the North right-of-way line of 60 foot wide right-of-way of Baldwin Road, marking the SW corner of Sherman's Mill Subdivision according to Plat dated January 10, 1980 and recorded in Volume 4 on Page 211 of the Plat Records of Kerr County, Texas, for the NE corner of subject tract;

THENCE with the West line of Baldwin Subdivision Number One, crossing Baldwin Road, S.9°56'E. at 61.64 feet, an iron stake in the South right-of-way line of said Baldwin Road, a total distance of 2012.0 feet to its SW corner, and the SE corner of the Baldwin Subdivision Number Two, for the SE corner of subject tract;

THENCE with the South line of Baldwin Subdivision Number Two, S.82°07'E. 87.3 feet to an iron stake, set for the SW corner of the said Geraldene Walker tract, the SW corner of subject tract;

THENCE with the West line of said Geraldene Walker tract, N.9°56'W. 2015.1 feet, crossing Baldwin Road, to an iron stake in the North right-of-way line of said Baldwin Road, for the NW corner of subject tract;

THENCE with the North right-of-way line of said Baldwin Road, S.86°41'E. 87.5 feet to the place of beginning.

TRACT FOUR

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 90.0 acres, being approximately 55 acres out of the East Part of original Survey No. 1523, H. I. Hardin, Abstract No. 1375, and approximately 35 acres out of the West Part of original Survey No. 1532 (1532-1/2), patented to P. J. Domingues, in name of J. C. Ward, Abstract No. 2011, and being part of Kelly Creek Ranch, a Texas General Partnership, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at at an iron stake in the east fence line of Kelly Creek Road, a County Road, the southeast corner of that 40.25 acre tract which was conveyed from Kelly Creek Ranch to Jerry D. Bohannon and wife, by deed dated May 28, 1981, of record in Volume 248, at page 761 of the Deed Records of Kerr County, Texas, being in the west line of that 27.88 acre tract which was conveyed from Duward Harper to Jerry D. Bohannon and wife, by deed dated March 26, 1980, of record in Volume 233 at page 161 of the Deed Records of Kerr County, Texas, being the northeast corner of subject tract;

THENCE with the west line of said 27.88 acre tract, along the east fence line of Kelly Creek Road, S.6°46'E. 61.2 feet, S.20°08'W. 108.0 feet, S.14°57'W. 53.4 feet, S.2°51'W. 230.0 feet, S.6°51'W. 445.2 feet and S.19°21'E. 346.3 feet, to a fence angle in said road fence, a corner of said 27.88 acre tract;

THENCE crossing said Kelly Creek Road, passing north of the north line of original Survey No. 664, J. S. Welsh, Abstract No. 373, WEST 1478.2 feet and S.64°57'W. 2227.8 feet to a fence corner post, on the west side of Kelly Creek Ranch, a corner of that 123 acre Subdivision No. 7, of the George Baldwin Estate, plat of which is dated March 20, 1956, is record in Volume 2 on page 68 of the Plat Records of Kerr County, Texas;

THENCE with fence, a line of said Subdivision No. 7, a line of said Kelly Creek Ranch, N.89°20'W. 143.2 feet to a fence corner post, a re-entrant corner of said Subdivision No. 7;

THENCE with fence, a southeast line of said Subdivision No. 7, a northeast line of said Kelly Creek Ranch, N.22°51'E. 1898.9 feet to the southwest corner of that 72.5 acre tract which was conveyed from Kelly Creek Ranch to Lynsey M. Edens, by deed dated October 22, 1981, of record in Volume 254 at page 520 of the Deed Records of Kerr County, Texas;

THENCE with the south line of said 72.5 acre tract, N.81°15'E. 1160.0 feet to its southeast corner, and the southwest corner of said 40.25 acre;

THENCE with the south line of said 40.25 acre tract, N.82°35'E. 1764.2 feet to the place of beginning.

TRACT FIVE

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, out of that property which was conveyed from P.J. Domingues to Louis Domingues, by Gift Deed dated September 5, 1946, of record in Volume 80 at Page 362 of the Deed Records of Kerr County, Texas, comprising a total of 88.6 acres of land, being out of various Original Surveys, as follows:

FIRST: 60 acres out of Original Survey No. 667, W.F. Welch, K. Baldwin Assignee, Abstract No. 372;

SECOND: 27.6 acres out of Original Survey No. 1865, G.C. & S.F. Ry. Co., Abstract No. 1081;

THIRD: 0.3 acres out of Original Survey No. 1885, T.J. Wooton, Abstract No. 1142;

FOURTH: 0.7 acres out of Original Survey No. 1835, G.C. & S.F. Ry. Co., Abstract No. 902;

Subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at the Southwest corner of Original Survey No. 664, J.S. Welch, Abstract No. 371, marked by an iron stake at fence corner:

THENCE with the South line of said Original Survey No. 664, J.S. Welch, Abstract No. 371, and the North line of Original Survey No. 1865, G.C. & S.F. Ry. Co., Abstract No. 1081, East 1208.3 feet to a point in the East line of Kelly Creek Road, a paved County Road, for the NE corner of subject tract;

THENCE with the East line of Kelly Creek County Road, along a line parallel to and 20 feet from the road fence line, which is located on the West line of said road, and this said East line being the West line of that tract which was conveyed from P.J. Domingues to Mrs. Mary A. Pumphrey, by Warranty Deed dated November 14, 1933, of record in Volume 56 at Page 123 of the Deed Records of Kerr County, Texas, as follows:

S. 10°00'E.	100.0 feet,
S. 13°20'W.	212.5 feet,
S. 12°30'W.	277.8 feet,
S. 17°35'W.	150.0 feet,
S. 4°25'W.	309.7 feet,
S. 13°05'E.	241.7 feet,
S. 25°05'E.	80.5 feet,
S. 24°55'E.	173.6 feet,
S. 35°30'E.	352.8 feet,
S. 64°50'E.	191.7 feet and
S. 71°30'E.	450.0 feet

to corner in the East line of Original Survey No. 667, W.F. Welch, Abstract No. 372;

THENCE with the East line of said Original Survey No. 667, W.F. Welch, Abstract No. 372, South 500.0 feet to its SE corner, at an old fence corner post in the bed of Kelly Creek;

RECORDER'S MEMO. LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

88.6 acres

THENCE with the fence line, the line between the Domingues' property and the former property of W.A. Fawcett, as established by Quit Claim Deed from P.J. Domingues to W.A. Fawcett, dated March 5, 1946, of record in Volume 78 at Page 357, and by Quit Claim Deed from W.A. Fawcett to P.J. Domingues, dated March 5, 1946, of record in Volume 78 at Page 358 of the Deed Records of Kerr County, Texas, as follows:
N.79°30'W. 450.0 feet, S.79°45'W. 466.7 feet and S.38°00'W. 297.2 feet to a fence corner post at the base of a high, abrupt bluff, known as Lost Dog Bluff;

THENCE with property line South 75.0 feet to corner on the top edge of said bluff;

THENCE along the top edge of said bluff, West 150.0 feet and N.55°30'W. 165.0 feet to a fence post on edge of the bluff;

THENCE with said fence, S.89°45'W. 200.0 feet to a fence corner post;

THENCE with fence line along the SE side of a field, known as the Turkey Field, S.50°50'W. 350.0 feet to a re-entrant corner of subject tract;

THENCE South 400.0 feet to an iron stake for corner;

THENCE West, crossing Turkey Creek, a distance of 250.0 feet to an iron stake, for corner;

THENCE N.14°00'W. 650.0 feet to an iron stake, for corner;

THENCE N.65°00'E. 200.0 feet to a corner in a fence;

THENCE with fence, N.29°00'E. 250.0 feet to a fence corner post;

THENCE with fence line along the West side of what is known as the West Fields, as follows:

N. 2°06'W. 831.0 feet
N. 2°00'E. 743.8 feet
N.19°45'W. 366.0 feet and
N. 6°36'W. 344.4 feet

to a fence corner;

THENCE North 150.0 feet to an iron stake, for the NW corner of subject tract;

THENCE East 100 feet to the place of beginning.

SAVE AND EXCEPT: That 5.0 acre tract which was conveyed from Kelly Creek Ranch to Charles B. Domingues.

RECORDER'S MEMO. LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

ASSIGNMENT

This Assignment is entered into by DELOMA DEVELOPMENT CORPORATION, a Texas corporation ("DDC") and KELLY CREEK RANCH ("KCR"), a general partnership, to and for the benefit of KERR-HUNTLEIGH LIMITED, a Texas limited partnership ("HL");

W I T N E S S E T H:

A. DDC and KCR have heretofore entered into and recorded that certain Declaration of Covenants and Restrictions (the "Declaration"), recorded in Volume 234, Page 392, Deed Records, Kerr County, Texas and Supplemental Declaration recorded in Volume 547, Page 530, Deed Records, Kerr County, Texas ("Supplement").

B. KCR is concurrently herewith conveying and transferring the property described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property"), which Property is a portion of the property covered by and encumbered by the Declaration and Supplement.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and benefits herein contained, the transfer and conveyance of the Property to HL, together with Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, DDC and KCR do hereby assign, transfer and convey to HL all of the rights, benefits, privileges and authorities of the Declarant under the Declaration and Supplement; so that HL shall be vested with all such rights, privileges, benefits and authorities, of the Declarant under the Declaration and Supplement and shall be the successor to DDC and KCR as the Declarant under the Declaration for all purposes. This Assignment shall be in addition to, in furtherance of, and not in limitation of the conveyance of the Property concurrently herewith to HL.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on this 16th day of August, 1994.

DELOMA DEVELOPMENT CORPORATION

BY: Margaret H. Domingues
Name: Margaret H. Domingues
Title: Authorized Agent

KELLY CREEK RANCH

BY: Charles B. Domingues
Name: Charles B. Domingues
Title: Partner
BY: Dean Domingue
Name: Dean Domingue, Partner

FILED FOR RECORD
at 4:30 P.M.
AUG 23 1994

PAUL C. CLARK, JR.
Clerk of Court, Kerr County, Texas
\$700

0761-793

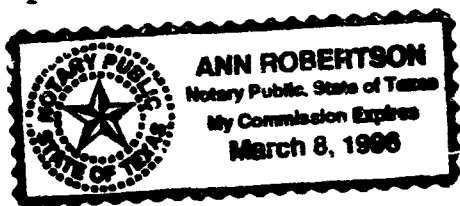
BY: Margaret H. Domingues
Name: Margaret H. Domingues
Title: Partner

BY: Francis J. Domingues
Name: Francis J. Domingues
Title: Partner
By Charles B. Domingues
Partner

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16TH day of August, 1994 by Margaret H. Domingues, Authorized Agent of DELOMA DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.

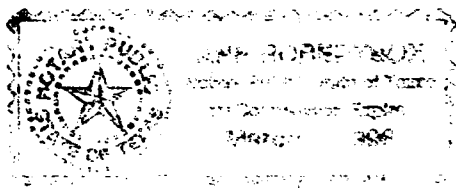


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of August, 1994 by Charles B. Domingues, Partner of KELLY CREEK RANCH, a Texas limited partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

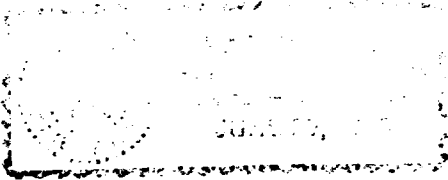
Filed By
Kerrville Title Company

RETURN TO:
Kerrville Title Company
1456 Sidney Baker
Kerrville, Texas 78028

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of August, 1994 by _____, Partner of KELLY CREEK RANCH, a Texas limited partnership, on behalf of said partnership.

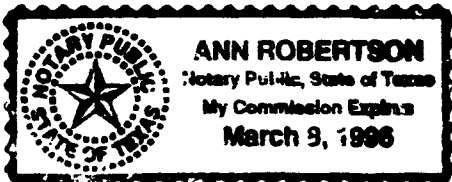


Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of August, 1994 by Margaret H. Domingues, Partner of KELLY CREEK RANCH, a Texas limited partnership, on behalf of said partnership.



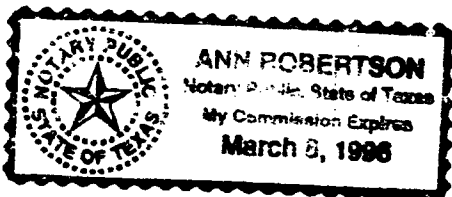
Notary Public, State of Texas

6\JV\AS2

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of August, 1994 by CHARLES B. DOMINGUES, Attorney-in-Fact for FRANCIS J. DOMINGUES.



Notary Public, State of Texas

0761-795

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

RECORD Real Property
VOL 761 PG 792

RECORDING DATE

AUG 23 1994

AUG 23 1994



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye

COUNTY CLERK, KERR COUNTY

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH OF SHADOWS OF
PRINT, COLOR OF PRINT, STAIN, BACKL TO THE OF
PAPER, ILLEGIBILITY, GARBAGE, OR PHOTO COPY, ETC.

06542

0761-796

SUPPLEMENTAL DECLARATION

FOR

SHERMAN'S MILL

THIS SUPPLEMENTAL DECLARATION is executed and delivered pursuant to and in supplementation of that certain Declaration of Covenants and Restrictions (the "Declaration"), made and entered into on April 29, 1980, by Deloma Development Corporation (the "Declarant"), which is recorded in Volume 234, Page 392, Real Property Records, Kerr County, Texas; so that under and pursuant to the terms and provisions of the Declaration, the Declarant hereby supplements the Declaration as follows:

1. The reference in the Supplemental Declaration of record in Volume 547, Page 530, Real Property Records, Kerr County, Texas, to the real property described in Exhibit "A", shall be and include the lots within each tract of property as designated by a plat entered into by the owner thereof; so that the term "Lots" as used in the Declaration shall mean and include the Lots so designated by such plat for the properties added by the Supplemental Declaration and until platted each tract of the properties so added shall constitute one Lot; provided, however, that the properties added by the Supplemental Declaration and described in the Supplemental Declaration (save and except the tract described in Exhibit "A", attached hereto and made a part hereof for all purposes) shall not be subdivided into more than five (5) Lots and there shall be no more than five (5) owners of said properties (save and except the tract described in Exhibit "A", attached hereto) who will have the benefit and use of the Common Properties and Common Facilities under the Declaration. The foregoing limitation on use, ownership and subdivision to five (5) shall not apply to the tract described in Exhibit "A", attached hereto.

2. The Declaration is further supplemented to provide and declare that the Architectural Control Committee shall be composed of the following who are appointed as members of such Committee under the Declaration and the living members of such Committee join herein in evidence of the assignment to the following of the rights as members of such Committee:

Charles B. Domingues
Gary A. Phillips
Michael K. Mahoney

3. As provided in the Declaration it may be amended during the initial term under Article X, Section 1, "by 90% of the then Owners of all Lots in the Subdivision" and the Declaration is hereby supplemented to provide that "all Lots" as used in the foregoing shall mean and include the properties added by the Supplemental Declaration with the Lots being as herein provided and as designated pursuant hereto.

This Supplemental Declaration is executed on this 16th day of August, 1994.

DECLARANT:

DELOMA DEVELOPMENT CORPORATION

ARCHITECTURAL
CONTROL COMMITTEE
MEMBERS:

BY: Margaret Domingues
Name: Margaret Domingues
Title: AUTHORIZED REPRESENTATIVE

Gary A. Phillips
Ann Robertson

KELLY CREEK RANCH

BY: Charles B. Domingues
Name: Charles B. Domingues
Title: Partner

BY: Margaret H. Domingues
Name: Margaret H. Domingues
Title: Partner

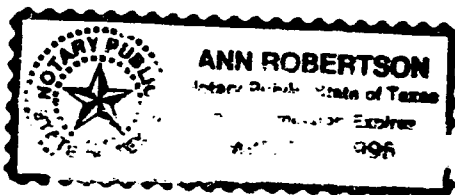
BY: Francis J. Domingues
Name: Francis J. Domingues
Title: Partner

BY: Charles B. Domingues
Attorney in Fact
Name: Dean Domingue
Title: Partner

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of August, 1994 by Margaret Domingues, Authorized Rep. of DELOMA DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.

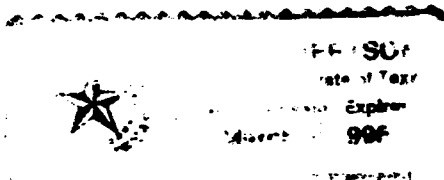


Ann Robertson
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of August, 1994 by Charles B. Domingues, Partner of KELLY CREEK RANCH, a Texas limited partnership, on behalf of said partnership.

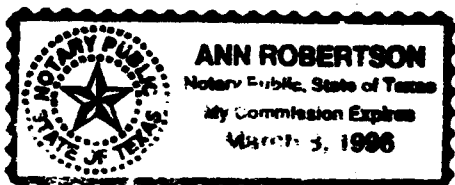


Charles B. Domingues
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of August, 1994 by Margaret H. Domingues, Partner of KELLY CREEK RANCH, a Texas limited partnership, on behalf of said partnership.

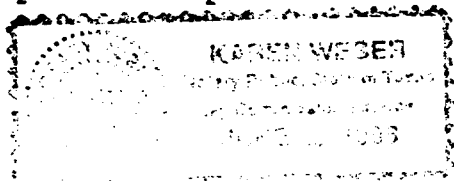


Ann Robertson
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this ^{17th}16th day of August, 1994 by Dean Domingue, Partner of KELLY CREEK RANCH, a Texas limited partnership, on behalf of said partnership.



Karen Weger
Notary Public, State of Texas

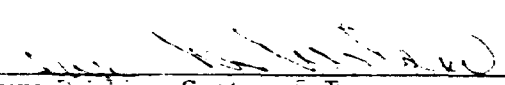
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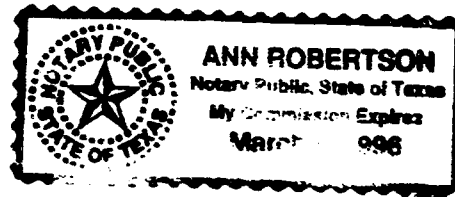
THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 16th day of August, 1994, by CHARLES B. DOMINGUES, Attorney-in-law for FRANCIS J. DOMINGUES.

Filed By
Kerrville Title Company

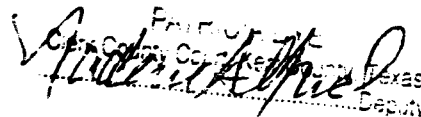

Notary Public, State of Texas



RETURN TO:
Kerrville Title Company
1456 Sidney Baker
Kerrville, Texas 78028

FILED FOR RECORD
at 4:30 P.M.

AUG 23 1994


County Clerk, Kerr County, Texas
Deputy

#1300

Producers herein which reflect the sale rental or use of the described property because of the state's inability and unenforceable under Federal Law THE STATE OF TEXAS)
COUNTY OF KERR)

This instrument was filed in File Number Sequence on the date and at the time stamped herein and was duly recorded in the Official Public Records of Kerr County, Texas.

RECORD

VOL

Real Property
761 PG 796

AUG 23 1994

AUG 23 1994



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye
COUNTY CLERK, KERR COUNTY

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO OLD PAPER & DARKNESS OF
PRINT. COPIES OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 25.21 acres, more or less, being approximately 22.3 acres out of Original Survey No. 677, C. C. Bullard, Abstract No. 87, approximately 2.51 acres out of Original Survey No. 1967, A. B. Reeves, Abstract No. 1413, and approximately 0.4 acres out of Original Survey No. 1532 (East 1/2) G.C. & S.F. R.R. Co., Abstract No. 1375, and being part of that Subdivision No. 1, of the George Baldwin Estate which was conveyed from Silvia Hall to Louis Domingues, by Deed dated the 17th day of December, 1956, of record in Volume 100, at Page 632, of the Deed Records of Kerr County, Texas, and part of that 4.2 acre tract out of Lot No. 21 of Subdivision No. 2, of said George Baldwin Estate, which was conveyed from Geraldene Baldwin Walker and Odis Walker, to Kelly Creek Ranch, by Deed dated the 14th day of June, 1986, of record in Volume 379, at Page 374, of the Real Property Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at a 1/2" iron stake, found marking the northwest corner Lot 4, Block Two, of Sherman's Mill II, plat of which is dated the 9th day of June, 1986, recorded in Volume 5, on Page 246, of the Plat Records of Kerr County, Texas, being in the west line of said Subdivision No. 1, the east line of said Subdivision No. 2, being in the south line of 60 foot wide easement for Baldwin Road, and being the most northerly northeast corner of subject tract, located 61.6 feet S. 9 deg. 56' E., from the southwest corner of Sherman's Mill, plat of which is of record in Volume 4, on Page 211, of the Plat Records of Kerr County, Texas;

THENCE, with the south line of said 60 foot wide easement for Baldwin Road, a north line of subject tract, S. 85 deg. 20' W. 85.9 feet to a 1/2" iron stake found marking the intersection of the south line of Baldwin Road with the west line of said Lot No. 21 of Subdivision No. 2, for the northwest corner of subject tract;

THENCE, with the west line of said Lot No. 21 of Subdivision No. 2, the east line of Lot No. 22 of said Subdivision No. 2, which was conveyed to Ida Faye Price, being the west line of subject tract, S. 9 deg. 53' E. 1956.7 feet to a 1/2" iron stake found marking the southwest corner of said Lot No. 21 of Subdivision No. 2, the southeast corner of said Lot No. 22 of Subdivision No. 2, being the southwest corner of subject tract, and being in the north line of that tract which was conveyed from Louis Domingues, to Jerry D. Bohannan;

THENCE, with the south line of said Lot No. 21 of Subdivision No. 2, the south line of said Subdivision No. 1, the south line of subject tract, being the north line of said Jerry D. Bohannan tract, N. 81 deg. 06' E. 87.2 feet, an iron pipe found at Subdivision corner, and N. 82 deg. 07' E. 202.8 feet to a 1/2" iron stake found marking the southeast corner of said Subdivision No. 1, the southeast corner of subject tract, being in the west line of Kelly Creek Road;

THENCE, with the southeast line of said Subdivision No. 1, the west line of said Kelly Creek Road, the southeast line of subject tract, N. 38 deg. 00' E. 339.0 feet and N. 35 deg. 28' E. 226.3 feet to a 1/2" iron stake found marking the most easterly southeast corner of said Subdivision No. 1, being a corner of that 17 acre W. T. Secor tract;

THENCE, with fence, the east line of said Subdivision No. 1, the west line of said 17 acre W. T. Secor tract, the east line of subject tract, N. 9 deg. 19' W. 242.0 feet, N. 9 deg. 32' W. 793.3 feet, and N. 9 deg. 55' W. 42.8 feet to a 1/2" iron stake found marking the southeast corner of Lot No. 1, Block Two of said Sherman's Mill II, for the northeast corner of subject tract;

THENCE, with the south lines of said Lot No. 1, Block Two, of said Sherman's Mill II, a north line of subject tract, S. 80 deg. 05' W. 140.0 feet to a 1/2" iron stake found marking the southwest corner of said Lot No. 1, Block Two, for a re-entrant corner of subject tract;

THENCE, with the west line of said Lot No. 1, Block Two, a line of subject tract, N. 9 deg. 55' W. 84.4 feet, a 1/2" iron stake found, and N. 43 deg. 54' W. 102.1 feet to a 1/2" iron stake found marking the west corner of said Lot No. 1, Block Two, for the southeast corner of Lot No. 2, Block Two, of said Sherman's Mill II;

THENCE, with the south lines of Lots No. 2, 3 and 4, Block Two, of said Sherman's Mill II, a north line of subject tract, N. 80 deg. 23' W. 148.3 feet, a 1/2" iron stake found, S. 87 deg. 27' W. 138.0 feet, a 1/2" iron stake found, and S. 87 deg. 27' W. 151.3 feet to a 1/2" iron stake found marking the southwest corner of said Lot No. 4, Block Two, for a re-entrant corner of subject tract;

THENCE, with the west lines of said Lot No. 4, Block Two, a line of subject tract, N. 9 deg. 56' W. 237.7 feet to the place of beginning.

HUNTLEIGHDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION (this "Declaration") is made and entered into by the undersigned ("Declarant");

W I T N E S S E T H:

A. Declarant is the owner of the real property which is described in Exhibit "A", attached hereto and made a part hereof for all purposes, (the "Property"), which Property is subject to the restrictions referenced in Exhibit "A", attached hereto, ("Restrictions"). The Property has been platted per the Plat (herein so called) recorded in Volume 6, Page 237, Plat Records, Kerr County, Texas. Any reference herein to "Lot" shall be to the Lot shown on the Plat, as amended and/or replatted.

B. The Restrictions have been supplemented by Supplemental Declaration for Sherman's Mill dated August 16, 1994 and recorded in Volume 761, Page 796, Real Property Records, Kerr County, Texas, and all of the rights, benefits, privileges and authorities of the Declarant under the Restrictions have been assigned to the undersigned by Assignment dated August 16, 1994 and recorded in Volume 761, Page 792, Real Property Records, Kerr County, Texas.

C. Declarant desires to provide for the preservation of the values and amenities of the Property and to this end desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth (these "Covenants and Restrictions"), each and all of which is and are for the benefit of the Property and the owners thereof ("Owners") and each and all of which is and are in addition to but shall not change the Restrictions.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to (i) the Restrictions, as amended and supplemented, and, (ii) in addition to the Restrictions, these Covenants and Restrictions as hereinafter set forth, which shall constitute covenants running with the land, binding upon all Owners of the Property, or any part thereof, and their respective heirs, legal representatives, successors and assigns:

1. Dwelling Size, Composition and Setback. The liveable area of a single family residential structure on the Property, exclusive of open or screen porches, stoops, open terraces, and garages shall not be less than one thousand eight hundred (1,800) square feet for a one story residence and two thousand one hundred (2,100) square feet for a two or more level residence but two story residences shall not be permitted and any level of a residence other than the first level shall be split level and below the first level of such residence; Except and provided that there may be a two story

residence on Lot 3, as shown on the recorded Plat of the Property. The exterior walls of any outbuilding (except a greenhouse if approved by the Architectural Control Committee as defined, created and established under the Restrictions and herein so called) shall be the same as the single family residence thereon and shall be 51% glass, rock, stucco, brick or masonry construction. The minimum setback line for any structure shall be forty feet (40') and all structures on any Lot shall be located at least forty feet (40') from each Lot or property line; Except and provided that such setback line for the West boundary line of Lots 2, 3 and 4 shall be twenty feet (20').

2. Animals. No poultry, swine, horses or livestock or any other animals other than household pets shall be kept upon the Property. Household pets shall be limited to a total of not more than three (3) of either dogs and/or cats; all dogs shall be on a leash or confined with a yard fence adequate to confine the animal or animals with the Property.

3. Burning and Incinerators. No open fires or burning shall be permitted on the Property at any time and no incinerators or like equipment shall be placed, allowed or maintained upon the Property unless consent is obtained in advance from the Architectural Control Committee. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills or any other similar uses.

4. Fences. All fences on the Property shall be constructed to comply with set back requirements of any plat and of the Architectural Control Committee and shall not be located nearer to the front of any Lot or front property line than the front of the residence thereon. Chain link or metal fences are prohibited except for animal runs located with approval of Architectural Control Committee and/or as otherwise approved by the Architectural Control Committee.

5. Boats, Trailers. Neither a motorboat, houseboat or other similar water-borne vehicle nor any "camper" vehicle nor trailers, inoperable vehicles or motor homes of any kind may be maintained, stored or kept on any parcel of property covered by these Covenants and Restrictions except in an enclosed garage thereon. No vehicle, trailer, etc. shall be abandoned on any portion of the Property.

6. Encroachments. Declarant hereby reserves for itself and each Owner of a portion of the Property, an easement and right of overhang and encroachment with respect to any dwelling constructed on the Property for the overhang of the roof of any such constructed dwelling (which overhang shall be guttered) and for the encroachment of any such constructed

dwelling upon an adjoining portion of the Property as a result of the construction, repair, shifting, settlement or movement of any portion of any such constructed dwelling, together with an easement and right of ingress and egress for the maintenance of the portion of such dwelling so encroaching or overhanging.

7. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas, satellite equipment and dishes) shall be made to the roof or walls of any home, unless such attachments shall have been first submitted to and approved by the Architectural Committee.

8. Mailboxes. Mailboxes on each Lot shall be constructed of brick, stone or stucco similar to materials used on the residence located on such Lot.

9. Drainage. Each Owner shall not alter or change the drainage or seepage on, over or across, nor the grade of, 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.

10. Association/Assessment.

A. Every Owner of a Lot within or portion of the Property (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot within or portion of the Property) shall upon the acquisition, by original purchase or transfer, of a fee or undivided fee interest in such Lot or portion of the Property, automatically be a Member ("Member") of the incorporated Association ("Association") formed by under the Restrictions. Each Owner shall be entitled to all rights of the Members, as herein provided, including the rights with respect to the Common Properties which shall be those designated in the Restrictions and those designated by and transferred by Declarant to the Association ("Common Properties"), subject, however, to the terms and provisions hereof.

B. Declarant, for each Lot owned by it within or portion of the Property, hereby covenants and agrees, and each purchaser of any Lot or portion of the Property by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay assessments to be fixed, established and collected from time to time by the written approval and designation of the Owners of a majority of the Lots within the Property, which

assessments if made will be in addition to the assessments under the Restrictions. The assessments thus collected shall be a charge on, and shall be a continuing lien upon, each Lot or portion of the Property against which each such assessment is made. Each such assessment shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment became due. The assessments shall be payable as specified by the Owners of a majority of the Lots within the Property making same.

C. The assessments so levied as herein provided shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, 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 Property and of the homes situated upon the Property.

D. The assessments so levied as herein provided shall be fixed at a uniform rate for all Lots; provided, that if more than one Lot is owned and used as one residence the consolidated Lot(s) shall be assessed as one Lot.

E. If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in the assessment) then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the nonpaying Owner which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his Lot shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect, except as otherwise expressly provided herein.

F. 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 Owners of a majority of the Lots within the Property may, at their election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to

foreclose the lien against the Property 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 judgment is obtained such judgment 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.

G. 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 Lot subject to assessment if the mortgage or deed of trust is placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the annual assessment for such Lot; 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 Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in liens 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 Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

11. Miscellaneous.

A. The Covenants and Restrictions hereof shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, and/or any Owner of any land subject hereto, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of the Property (as hereinafter provided) has been executed and recorded, agreeing to abolish or amend the same, in whole or in part.

B. These Covenants and Restrictions hereof may be abolished, amended and/or changed in whole or in part, only with the consent of the Owners of 75% of the Lots within the Property (or until all of the Property is platted the Owners of 75% of the acreage within the

Property). All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

C. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity including without limitation injunction, mandatory or prohibitive, against any person or persons violating or attempting to violate them, or to recover damages and the failure to enforce same shall in no event be deemed a waiver of the right to do so. In the event an action is brought to enforce such covenants, the party bringing such action shall be entitled to recover, from the party or parties violating these Covenants and Restrictions, all costs of court and attorneys' fees incurred in connection therewith.

D. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in nowise affect any other provision, all of which shall remain in full force and effect.

E. Declarant may, without the consent of any Owner, at any time and from time to time, assign by written, recorded instrument the rights, options, privileges and powers of Declarant hereunder and/or add to the Property and to the concept of this Declaration any property which it presently owns or which it may hereafter own within Kerr County, Texas, by filing of record a Supplemental Declaration of Covenants and Restrictions, which shall extend the concept of these Covenants and Restrictions of this Declaration to such property, PROVIDED, HOWEVER, that such Supplemental Declaration may contain such complementary additions and modifications of these Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to these Covenants and Restrictions established by this Declaration for the Property. Declarant may make any such addition even though at the time such addition is made Declarant is not the owner of any portion of the Property.

F. The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed on this 12 day of July, 1995.

DECLARANT:

KERR-HUNTLEIGH LIMITED,
a Texas Limited Partnership

BY: Gary Phillips

Gary Phillips,
General Partner

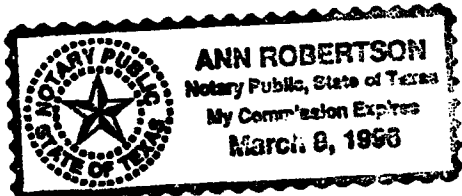
BY: Michael K. Mahoney

Michael K. Mahoney,
General Partner

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 12 day of July, 1995, by GARY A. PHILLIPS, General Partner of KERR-HUNTLEIGH LIMITED, a Texas Limited Partnership, on behalf of said Partnership.

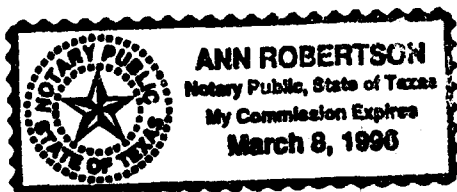


Ann Robertson
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 12 day of July, 1995, by MICHAEL K. MAHONEY, General Partner of KERR-HUNTLEIGH LIMITED, a Texas Limited Partnership, on behalf of said Partnership.

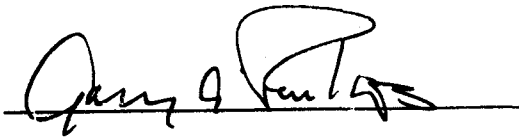



Ann Robertson
Notary Public, State of Texas

6\CORP\HUNTLEIGH

CONSENT AND JOINDER OF OWNERS

The undersigned Owners of portions of the Property hereby consent to and approve the Declaration and the terms, provisions, covenants and restrictions thereof, and hereby agree to be bound thereby.

6\CORP\HUNTLEIGH

RETURN TO:
 Kerrville Title Company
 1456 Sidney Baker
 Kerrville, Texas 78028

Filed By
 Kerrville Title Company

FILED FOR RECORD
 at 4:25 o'clock P.M.

JUL 14 1995

PATRICIA DYE
 Clerk County Court, Kerr County, Texas
 Deputy

\$2300

Provisions herein which restrict the sale, rental or use of the described property because of race or color 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 in the state and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JUL 14 1995



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL.

RECORDING DATE

JUL 14 1995



Patricia Dye
 COUNTY CLERK, KERR COUNTY

TRACT ONE:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 25.21 acres, more or less, being approximately 22.3 acres out of Original Survey No. 677, C. C. Bullard, Abstract No. 87, approximately 2.51 acres out of Original Survey No. 1967, A. B. Reeves, Abstract No. 1413, and approximately 0.4 acres out of Original Survey No. 1532 (East 1/2) G.C. & S.F. R.R. Co., Abstract No. 1375, and being part of that Subdivision No. 1, of the George Baldwin Estate which was conveyed from Silvia Hall to Louis Domingues, by Deed dated the 17th day of December, 1956, of record in Volume 100, at Page 632, of the Deed Records of Kerr County, Texas, and part of that 4.2 acre tract out of Lot No. 21 of Subdivision No. 2, of said George Baldwin Estate, which was conveyed from Geraldene Baldwin Walker and Odis Walker, to Kelly Creek Ranch, by Deed dated the 14th day of June, 1986, of record in Volume 379, at Page 374, of the Real Property Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at a 1/2" iron stake, found marking the northwest corner Lot 4, Block Two, of Sherman's Mill II, plat of which is dated the 9th day of June, 1986, recorded in Volume 5, on Page 246, of the Plat Records of Kerr County, Texas, being in the west line of said Subdivision No. 1, the east line of said Subdivision No. 2, being in the south line of 60 foot wide easement for Baldwin Road, and being the most northerly northeast corner of subject tract, located 61.6 feet S. 9 deg. 56' E., from the southwest corner of Sherman's Mill, plat of which is of record in Volume 4, on Page 211, of the Plat Records of Kerr County, Texas;

THENCE, with the south line of said 60 foot wide easement for Baldwin Road, a north line of subject tract, S. 85 deg. 20' W. 85.9 feet to a 1/2" iron stake found marking the intersection of the south line of Baldwin Road with the west line of said Lot No. 21 of Subdivision No. 2, for the northwest corner of subject tract;

THENCE, with the west line of said Lot No. 21 of Subdivision No. 2, the east line of Lot No. 22 of said Subdivision No. 2, which was conveyed to Ida Faye Price, being the west line of subject tract, S. 9 deg. 53' E. 1956.7 feet to a 1/2" iron stake found marking the southwest corner of said Lot No. 21 of Subdivision No. 2, the southeast corner of said Lot No. 22 of Subdivision No. 2, being the southwest corner of subject tract, and being in the north line of

that tract which was conveyed from Louis Domingues, to Jerry D. Bohannon;

THENCE, with the south line of said Lot No. 21 of Subdivision No. 2, the south line of said Subdivision No. 1, the south line of subject tract, being the north line of said Jerry D. Bohannon tract, N. 81 deg. 06' E. 87.2 feet, an iron pipe found at Subdivision corner, and N. 82 deg. 07' E. 202.8 feet to a 1/2" iron stake found marking the southeast corner of said Subdivision No. 1, the southeast corner of subject tract, being in the west line of Kelly Creek Road;

THENCE, with the southeast line of said Subdivision No. 1, the west line of said Kelly Creek Road, the southeast line of subject tract, N. 38 deg. 00' E. 339.0 feet and N. 5 deg. 28' E. 226.3 feet to a 1/2" iron stake found marking the most easterly southeast corner of said Subdivision No. 1, being a corner of that 17 acre W. T. Secor tract;

THENCE, with fence, the east line of said Subdivision No. 1, the west line of said 17 acre W. T. Secor tract, the east line of subject tract, N. 9 deg. 19' W. 242.0 feet, N. 9 deg. 32' W. 793.3 feet, and N. 9 deg. 55' W. 42.8 feet to a 1/2" iron stake found marking the southeast corner of Lot No. 1, Block Two of said Sherman's Mill II, for the northeast corner of subject tract;

THENCE, with the south lines of said Lot No. 1, Block Two, of said Sherman's Mill II, a north line of subject tract, S. 80 deg. 05' W. 140.0 feet to a 1/2" iron stake found marking the southwest corner of said Lot No. 1, Block Two, for a re-entrant corner of subject tract;

THENCE, with the west line of said Lot No. 1, Block Two, a line of subject tract, N. 9 deg. 55' W. 84.4 feet, a 1/2" iron stake found, and N. 43 deg. 54' W. 102.1 feet to a 1/2" iron stake found marking the west corner of said Lot No. 1, Block Two, for the southeast corner of Lot No. 2, Block Two, of said Sherman's Mill II;

THENCE, with the south lines of Lots No. 2, 3 and 4, Block Two, of said Sherman's Mill II, a north line of subject tract, N. 80 deg. 23' W. 148.3 feet, a 1/2" iron stake found, S. 87 deg. 27' W. 138.0 feet, a 1/2" iron stake found, and S. 87 deg. 27' W. 151.3 feet to a 1/2" iron stake found marking the southwest corner of said Lot No. 4, Block Two, for a re-entrant corner of subject tract;

THENCE, with the west lines of said Lot No. 4, Block Two, a line of subject tract, N. 9 deg. 56' W. 237.7 feet to the place of beginning.

TRACT TWO:

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, comprising all of Lot No. 1, Lot No. 2, Lot No. 3, and Lot No. 4, Block Two, of Sherman's Mill II, plat of which is dated the 9th day of June, 1986, of record in Volume 5, Page 246, of the Plat Records of Kerr County, Texas.

This conveyance is made and accepted SUBJECT TO the following:

- (1) Restrictions recorded in Volume 234, Page 392, and Volume 226, Page 581, Deed Records of Kerr County, Texas, and in Volume 547, Page 530, Real Property Records of Kerr County, Texas; Volume 5, Page 246, Plat Records of Kerr County, Texas; and in Volume 11, Page 187, Easement Records of Kerr County, Texas.
- (2) Easements as per Plat of Sherman's Mill II, recorded in Volume 5, Page 246, Plat Records of Kerr County, Texas
- (3) Easement granted in Correction Deed dated September 28, 1979, from Margaret H. Domingues to Deloma Development Corporation recorded in Volume 226, Page 581, Deed Records of Kerr County, Texas.
- (4) Sanitary Control Easement from Margaret H. Domingues, dated October 1, 1979, recorded in Volume 11, Page 187, Easement Records of Kerr County, Texas.

ESSENTIAL NOTES

ADDITIONAL NOTE: IT IS SPECIFICALLY UNDERSTOOD THAT THESE ARE PRIVATE ROADS, AND THAT THEY WILL BE PERMANENTLY MAINTAINED BY THE OWNERS OF THIS SUBDIVISION THROUGH A PROPERTY OWNERS' ASSOCIATION WHICH WILL BE INCORPORATED WITH THE STATE OF TEXAS. THESE ROADS WILL BE MAINTAINED BY THE COUNTY FOR COUNTY ROAD MAINTENANCE AT THIS TIME OR IN THE FUTURE. THE COUNTY ROAD MAINTENANCE ARE SUBMITTED TO KERR COUNTY FOR MAINTENANCE. SUCH ROADS MUST BE IMPROVED TO COMPLY WITH THE SUBDIVISION REGULATIONS OR WHEN COUNTY AT THE TIME OF SUCH SUBMISSION FOR ACCEPTANCE AND RECORD OF CONVEYANCE. IMPROVEMENTS TO THE ROAD WILL BE THE SOLE RESPONSIBILITY OF THE TRACT OWNERS TO THE TRACTS IN THE SUBDIVISION.

[illegible]

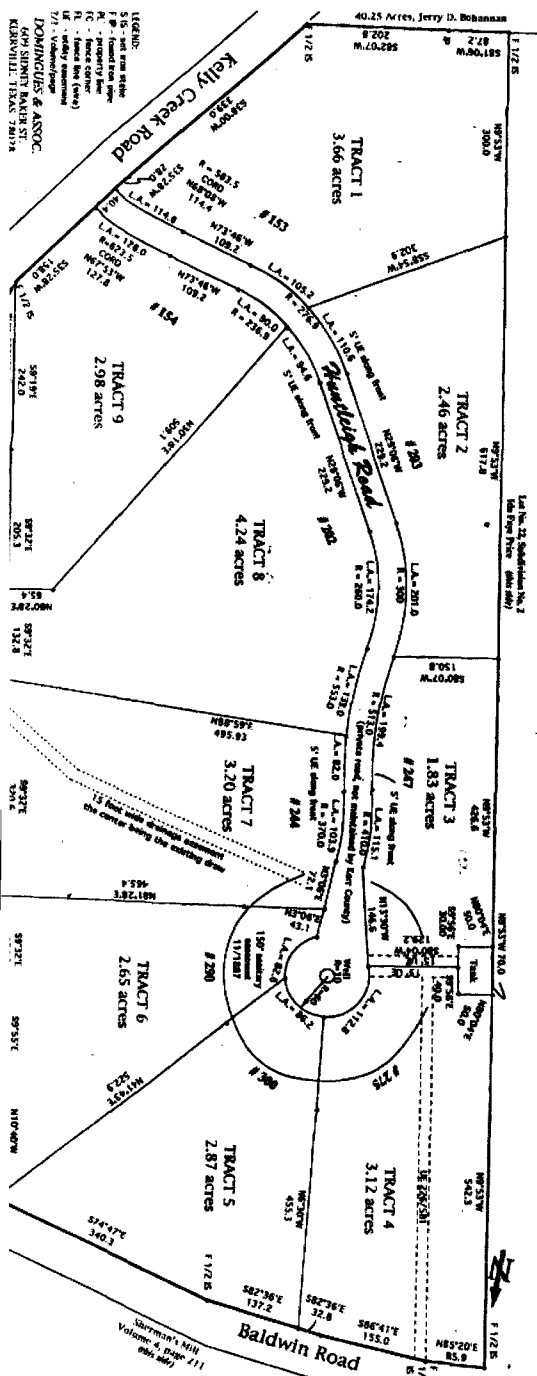
THE STATE OF IOWA
COUNTY OF KEOKUK
I, WILLIAM H. HARRIS, Clerk of said County, do hereby certify that the within and foregoing instrument, showing to me to be the personal appearance of the within and foregoing instrument and acknowledged to me by them, they executed the same at this day of August, 1914, in and for said County of Keokuk, State of Iowa, for the purposes and considerations therein expressed.
Witness my hand and seal of office this 31st day of August, AD 1914.

NOTARY PUBLIC FOR KEOKUK COUNTY,
IOWA.
BY COMMISSION EXPIRES Jan 1 1915

RECORDED BY THE COMMISSIONERS' COURT OF KEOKUK COUNTY, IOWA, ON THE 27th DAY OF August, AD 1914, AT 8:30 O'CLOCK P.M.
IN VOLUME 21 IN PAGE 212 OF THE PLAT RECORDS OF KEOKUK COUNTY, IOWA.

ATTEST: MY COMMISSION EXPIRES Jan 1 1915
Wm. H. Harris
Clerk of Keokuk County, Iowa

FILED
JUL 31 1914
CLERK OF KEOKUK COUNTY, IOWA

[illegible]

HUNTLEIGH ESTATES

THIS SUBDIVISION COMPREHENDS A TOTAL OF 24.3 ACRES, MORE OR LESS, IN SECTION 22, T4S, R10E, CO. 10N, NEBRASKA, BEING: 1. A 1.00 ACRES, BEING THE SOUTHWEST CORNER OF SECTION 22, T4S, R10E, CO. 10N, NEBRASKA, LOTS NO. 3, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821,

Tel. 210 846 6000
Fax 210 846 6001

THE COMPANY IS LOCATED APPROXIMATELY 100 FEET
NORTH AND 115 FEET S. 8735 ROAD OF THE
OWNER OF ORIGINAL SURVEY NO. 1872 & 8 RIFES

N. T. Scale 10' = 100' (SEE MAP)

144.3

112.2

183.5

1/25

GRAPHIC SCALE

DOMINGUES & ASSOCIATES
609 SHUNNY AVENUE ST. KIRKVILLE, TEXAS 78128
SCALE 1" = 100 FEET
MARCH, 1993