

Being 136.456 Acres, More or Less, Out of the J.W. Marvin Survey No. 36, Kandall County, Texas, Located About 20.0 Miles N. 33 E. of the County Seat in Boerne, Texas.

STATE OF TEXAS;
COUNTY OF KENDALL;

Theresa Dwyer
OWNER

STATE OF TEXAS
COUNTY OF KENDALL

Given Under My Hand And Seal of Office this 12th Day of
June 1972.
W. H. Schuchman

Notary Public, Kendall County, Texas

STATE OF TEXAS;
COUNTY OF KENDALL;

Edgar H. Murray, Jr.
Registered Professional Engineer

Sworn to and Subscribed before me this 9TH Day of JUNE 1977

APPROVED: *[Signature]*
 11/11/11
 11/11/11

~~Honorable Coughlin~~

Robert Reed
Comm, PCT 1

Paul Bassing
Comm, PCT 3

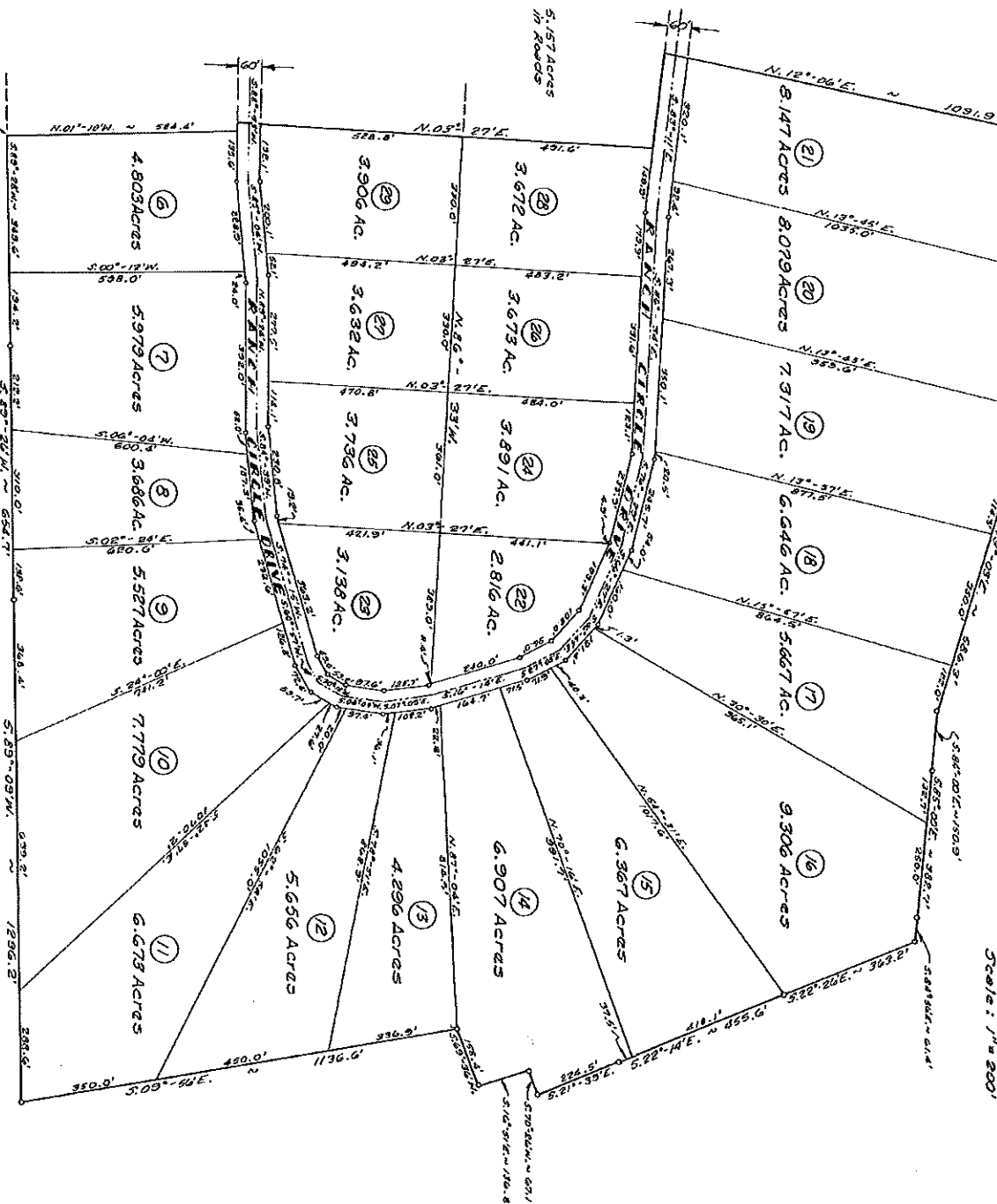
Charles Philipson Eric Zimmerman
COMM, PG 2 COMM, PCT A

STATE OF TEXAS;
COUNTY OF KENDALL;

I, James H. Hester, County Clerk of Said County, do hereby certify that the foregoing Instrument of Writing With its Certificate of Authentication Was filed for Record in my Office on the 10th Day of January A.D. 1972 at Albany, New York. A.D. 1972 at Albany, New York.
Daily Recorded at Albany, New York. A.D. 1972 at Albany, New York.
335EM. in the Records of said County, in Book Volume 100 on Page 335.

In Testimony Whereof, Witness my Hand and Official Seal of Office this 26 Day of January A.D. 1972.

By: Deanna M. Starn, Deputy
County Clerk, Kendall County, Texas



Roland Lux
to
THE PUBLIC
STATE OF TEXAS
COUNTY OF KENDALL

12342

DECLARATION OF LIMITATIONS
AND RESTRICTIONS TO
LUX RANCH ESTATES
UNIT II

KNOW ALL MEN BY THESE PRESENTS:

That Roland Lux, of the County of Kendall, State of Texas, for the purposes of carrying out a uniform plan for the development as an exclusive residential area the following described property in Kendall County, Texas, to-wit:

Being all of Lux Ranch Estates Subdivision, Unit II, Kendall County, Texas, according to the official map or plat thereof recorded at Volume I, Page 33, of the Plat Records of Kendall County, Texas, reference to which and the record thereof being here made by all pertinent purpose in aid of the description of such property;

does hereby make and publish the following recited limitations and restrictions which shall apply to and become a part of all contracts for sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in said subdivision is hereafter conveyed, transferred, or taken as security for loans, to-wit:

1. That each of the lots in said subdivision shall hereafter be used only for the placement or construction of one single family residence thereon, (any re-subdivision as provided for as approved under paragraph 14 would permit one single family residence on such re-subdivided lot or lots), including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof; and,
2. That no trailer house or mobile home shall be placed or otherwise permitted on lots in Unit II for use as living quarters, in connection with which, however, it is understood that one vacation type mobile home may be park d at or near a main dwelling unit on said lots provided it is not used as permanent quarters; and,
3. That each main dwelling unit constructed on any tract in Unit II containing at least 1500 square feet of area, exclusive of porches, garages, and breezeways may be constructed where desired on said lot, in conformance with setback lines established in paragraph 6. Each main dwelling unit constructed or placed on any tract in Unit II containing between 1200, the minimum allowed, and 1500 square feet of area, exclusive of porches, garages, and breezeways shall be placed or constructed on the rear two-thirds ($2/3$) only of said lot in conformance with setback lines established in paragraph 6; and,
4. That all single family main dwelling units hereafter constructed in Unit II shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof and the exterior walls of all main dwelling units so constructed within the front one-third ($1/3$) of any lot on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 25% stone or brick, unless otherwise approved in writing by the Restriction Committee, and with it being specifically here provided that unless the exterior is of natural wood, brick or stone, it shall immediately be painted with two (2) coats of paint. It is specifically here provided that no structures to be used as living quarters, except newly constructed modular homes, shall be moved onto any lot in Unit II; and,

5. That the entire exterior of all main dwelling units constructed on lots in Unit II, together with the driveways, sidewalks, and other exterior appurtenances thereto, must be completed within one year after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs the earliest; and,

6. That all dwelling units on all lots in Unit II shall be set back at least 100 feet from the front property line of each lot and shall be set back at least 50 feet from the side and rear lot lines of each lot in Unit II, unless otherwise approved in writing by the Restriction Committee. All such improvements on any lot in Unit II must face on the street upon which such lot fronts. In the case of a corner lot the 100 foot setback shall apply to each road frontage on said lot; and,

7. Barns and sheds or other buildings, except house, garage, and well cover shall be set at least 200 feet from front property line, unless otherwise approved in writing by the Restriction Committee; and,

8. That no garage, shack or temporary building shall be constructed on any lot in Unit II as living quarters thereon, except that detached servant's quarters or a garage apartment without any floor space limitation may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed; and,

9. That any fencing constructed on said property shall be permanent in nature, and specifically, no temporary or electric fences will be permitted; and,

10. That all water wells drilled in said subdivision shall be cased to water strata to be used, cemented by gravity cementing or pressure, as the owner desires; and,

11. That all sewage disposal systems constructed in said subdivision shall be by septic tank and field drains as recommended by the Texas State Health Department. In no event will a cesspool or outdoor toilet be permitted; and,

12. That no animals or fowls will be permitted on any lot in said subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure (included, but not limited to, are horses, cows, sheep, and goats) with it being specifically understood that no hogs may be kept on any lot in this subdivision; and,

13. That no part or portion of said subdivision shall be used as a junkyard or as an area for the accumulation of scrap or used materials and that no part of said subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in said subdivision, nor shall anything be done in said subdivision that becomes an annoyance or nuisance to the owners of other lots in said subdivision; and,

14. No resubdivision of any lot into more than two (2) parcels will be permitted without the written approval of the Restriction Committee. Any parcel thus formed is subject to all restrictions and limitations as herein provided; and,

15. On or before January 1, 1975, Grantor shall appoint a committee (to be known as the Restriction Committee) of five property owners to serve for a three (3) year period; after the expiration of this three (3) year period, the committee will consist of five (5) property owners elected by a majority of the owners of property in said subdivision and a new election shall be held each three (3) years thereafter. In the event an election is not held at the time specified, the then existing committee shall continue to serve until a new one is duly elected. Any vacancies will be filled by choice of the remaining committee members. Grantor shall serve in the capacity of Restriction Committee until five property owners are appointed or until January 1, 1975, whichever occurs earliest; and,

16. If through error or oversight or mistake an owner of a lot in said subdivision builds, or causes to be built, any structure thereon which does not conform to all of the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other lots in said subdivision. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of lots in said subdivision to change, alter or violate any of the restrictions and limitations herein contained.

DURATION OF RESTRICTIONS

17. Each and all of the limitations and restrictions herein contained shall end and terminate twenty (20) years from and after this date unless continued for another similar period in the manner hereinafter provided. Within six (6) months before the expiration of said twenty year period, any five (5) owners of one or more lots in said subdivision may call an election to be held at any building within said subdivision named in said call, at which all owners of one or more lots in said subdivision shall be entitled to vote, one vote to be allowed each owner of each lot in said subdivision. The action taken by any such group in calling such an election shall be binding on all owners of land in said subdivision where such owners are notified by written notice by certified or registered mail thirty (30) days before any such election. The thirty days referred to shall commence running on the date said notice is mailed. The question to be presented for decision at such election is: Shall the limitations and restrictions herein contained be continued for a further term of twenty years, beginning at the expiration of the twenty year period herein provided. If a majority of the votes cast at said election shall favor the continuance of said limitations and restrictions, the results of said election shall be set forth in a written instrument which shall be signed and acknowledged by one of those who called said election, and filed for record in the office of the County Clerk, Kendall County, Texas, before the expiration of the present twenty year period, and such limitations and restrictions shall thus be automatically continued in full force and effect for the further period of twenty years. Any three of those who called

said election shall conduct such election and shall act as the judges thereof. Where a lot is community property or a homestead, the vote may be cast by either the husband or wife, but not by both. Where owned by joint tenants, the vote shall be cast by only one of the joint tenants. Where title to any lot or lots is in process of adjudication in any court, such court may authorize a representative to cast the ballot for the lot or lots involved.

18. In case, the first election is declared illegal by the courts or considered irregular by said judges, a second election may be held in a similar manner as the first, at any time within six (6) months after such final decision, whether before or after the expiration of the present twenty year period herein provided for, and the results shall be likewise binding for a twenty year period if carried by a majority of the votes in such election.

19. In the event such election is held and the majority of the votes cast in such election shall be cast against the continuation of the limitations and restrictions, herein contained, then and in such event, all restrictions, limitations, and conditions herein contained shall become null, void and of no further force and effect from and after the expiration of the original twenty year period herein provided for.

20. At the end of the second twenty year period, if such restrictions and limitations were imposed for the second twenty year period, another election can be held in a similar manner to determine whether or not such restrictions and limitations shall be extended for a third twenty period, with the results to be determined in the same manner as the end of the first twenty year period. Subsequent elections may be held each and every twenty years thereafter as long as the owners of property in said subdivision desire to continue to impose such limitations and restrictions as are herein contained.

ENFORCEMENT OF RESTRICTIONS

21. The restrictive covenants and use limitations herein provided for on said subdivision are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to property, including the right to acquire title to property by contract or otherwise, in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot in such subdivision, including any person procuring the right by contract to acquire title to any lot in said subdivision, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations on said subdivision, and shall be conclusively

presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on said subdivision by virtue of the filing hereof in the Deed Records of Kendall County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictions and use limitations on such subdivision by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any lot or lots in said subdivision or otherwise.

22. It is expressly understood that the undersigned, and their heirs, legal representatives or assigns, or any one or more of the owners of properties in said subdivision, shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, their heirs, legal representatives and assigns, or any other person or persons owning property in said subdivision, injured by virtue of any breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as the result of any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. But there shall be no reversion of title from a violation of said restrictions, the violation being compensated for by injunction and/or damages.

23. Should any breach of the restrictions and use limitations herein provided for on said subdivision be held by any Court of competent jurisdiction to be invalid, void or non-enforceable for any reason, then it is expressly understood that any such adjudication or holding shall in no way affect, impair or restrict any of the other restrictive covenants and use limitations herein on said subdivision.

24. The undersigned hereby dedicates all streets and easements for utility purposes shown and set forth on the plat of Lux Ranch Estates Subdivision, Kendall County, Texas, for the construction, operation and maintenance of streets and utility lines for the use of owners of lots in said subdivision and for the use of the public to the extent that the public is entitled to use the property so dedicated.

25. All of the restrictions and use limitations herein contained on said subdivision shall extend to, and accordingly be binding upon, the heirs, assigns, devisees, contract holders, and owners of every kind who may acquire any real property interest of any type, nature or kind in said subdivision from the undersigned, their heirs, legal representatives and assigns.

WITNESS OUR HANDS at Boerne, Texas, this the 8th day of August, 1972.

Roland Lux
ROLAND LUX

THE STATE OF TEXAS |
COUNTY OF KENDALL |

BEFORE ME, the undersigned authority, on this day personally appeared Roland Lux, 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of August, 1972.



Co. Clerk Lorene W. Herz
~~xxxxxx~~ in and for
Kendall County, Texas

By: Shirley Rust
Deputy

FILED for record this 5 day of September 1972, at 9:35 o'clock A M.

RECORDED this 7th day of September 1972 at 9:15 o'clock A M.

BY Florence M. Wheeler Deputy County Cl., Kendall County, Texas
Lorene W. Herz

Roland Lux
to
THE PUBLIC

STATE OF TEXAS

COUNTY OF KENDALL

12012

DECLARATION OF LIMITATIONS
AND RESTRICTIONS TO
LUX RANCH ESTATES
UNIT I

KNOW ALL MEN BY THESE PRESENTS:

That Roland Lux, of the County of Kendall, State of Texas, for the purposes of carrying out a uniform plan for the development as an exclusive residential area the following described property in Kendall County, Texas, to-wit:

Being all of Lux Ranch Estates Subdivision, Kendall County, Texas, according to the official map or plat thereof recorded at Volume I, Page 32 - 33 of the Plat Records of Kendall County, Texas, reference to which and the record thereof being here made by all pertinent purpose in aid of the description of such property;

does hereby make and publish the following recited limitations and restrictions which shall apply to and become a part of all contracts for sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in said subdivision is hereafter conveyed, transferred, or taken as security for loans, to-wit:

1. That each of the lots in said subdivision shall hereafter be used only for the placement or construction of one single family residence thereon, (any re-subdivision as provided for as approved under paragraph 1h would permit one single family residence on such re-subdivided lot or lots), including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof; and,
2. That no trailer house or mobile home shall be placed or otherwise permitted on lots in Unit I for use as living quarters, in connection with which, however, it is understood that one vacation type mobile home may be parked at or near a main dwelling unit on said lots provided it is not used as permanent quarters; and,
3. That each main dwelling unit constructed on any tract in Unit I containing at least 1500 square feet of area, exclusive of porches, garages, and breezeways may be constructed where desired on said lot, in conformance with setback lines established in paragraph 6. Each main dwelling unit constructed or placed on any tract in Unit I containing between 1200 and 1500 square feet of area, exclusive of porches, garages, and breezeways shall be placed or constructed on the rear two-thirds (2/3) only of said lot in conformance with setback lines established in paragraph 6. Each main dwelling unit constructed or placed on any tract in Unit I containing between the minimum allowed of 750 and 1200 square feet of area, exclusive of porches, garages, and breezeways must be approved by the Restriction Committee in writing as to specifications and location of structure on said lot; and,
4. That all single family main dwelling units hereafter constructed in Unit I shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof and the exterior walls of all main dwelling units so constructed within the front one-third (1/3) of any lot on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 25% stone or brick, unless otherwise approved in writing by the Restriction Committee, and with it being specifically here provided that unless the exterior is of natural wood, brick or stone, it shall immediately be painted with two (2) coats of paint. It is specifically here provided that no structures to be used as living quarters, except newly constructed modular homes, shall be moved on to any lot in Unit I; and,

5. That the entire exterior of all main dwelling units constructed on lots in Unit I, together with the driveways, sidewalks, and other exterior appurtenances thereto, must be completed within one year after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs the earliest; and,

6. That all dwelling units on all lots in Unit I shall be set back at least 100 feet from the front property line of each lot and shall be set back at least 50 feet from the side and rear lot lines of each lot in Unit I, unless otherwise approved in writing by the Restriction Committee. All such improvements on any lot in Unit I must face on the street upon which such lot fronts. In the case of a corner lot the 100 foot setback shall apply to each road frontage on said lot; and,

7. Barns and sheds or other buildings, except house, garage, and well cover shall be set at least 200 feet from front property line, unless otherwise approved in writing by the Restriction Committee; and,

8. That no garage, shack or temporary building shall be constructed on any lot in Unit I as living quarters thereon, except that detached servant's quarters or a garage apartment without any floor space limitation may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed; and,

9. That any fencing constructed on said property shall be permanent in nature, and specifically, no temporary or electric fences will be permitted; and,

10. That all water wells drilled in said subdivision shall be cased to water strata to be used, cemented by gravity cementing or pressure, as the owner desires; and,

11. That all sewage disposal systems constructed in said subdivision shall be by septic tank and field drains as recommended by the Texas State Health Department. In no event will a cesspool or outdoor toilet be permitted; and,

12. That no animals or fowls will be permitted on any lot in said subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure (included, but not limited to, are horses, cows, sheep, and goats) with it being specifically understood that no hogs may be kept on any lot in this subdivision; and,

13. That no part or portion of said subdivision shall be used as a junkyard or as an area for the accumulation of scrap or used materials and that no part of said subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in said subdivision, nor shall anything be done in said subdivision that becomes an annoyance or nuisance to the owners of other lots in said subdivision; and,

14. No resubdivision of any lot into more than two (2) parcels will be permitted without the written approval of the Restriction Committee. Any parcel thus formed is subject to all restrictions and limitations as herein provided; and,

15. On or before January 1, 1975, Grantor shall appoint a committee (to be known as the Restriction Committee) of five property owners to serve for a three (3) year period; after the expiration of this three (3) year period, the committee will consist of five (5) property owners elected by a majority of the owners of property in said subdivision and a new election shall be held each three (3) years thereafter. In the event an election is not held at the time specified, the then existing committee shall continue to serve until a new one is duly elected. Any vacancies will be filled by choice of the remaining committee members. Grantor shall serve in the capacity of Restriction Committee until five property owners are appointed or until January 1, 1975, whichever occurs earliest; and,

16. If through error or oversight or mistake an owner of a lot in said subdivision builds, or causes to be built, any structure thereon which does not conform to all of the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other lots in said subdivision. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of lots in said subdivision to change, alter or violate any of the restrictions and limitations herein contained.

DURATION OF RESTRICTIONS

17. Each and all of the limitations and restrictions herein contained shall end and terminate twenty (20) years from and after this date unless continued for another similar period in the manner hereinafter provided. Within six (6) months before the expiration of said twenty year period, any five (5) owners of one or more lots in said subdivision may call an election to be held at any building within said subdivision named in said call, at which all owners of one or more lots in said subdivision shall be entitled to vote, one vote to be allowed each owner of each lot in said subdivision. The action taken by any such group in calling such an election shall be binding on all owners of land in said subdivision where such owners are notified by written notice by certified or registered mail thirty (30) days before any such election. The thirty days referred to shall commence running on the date said notice is mailed. The question to be presented for decision at such election is: Shall the limitations and restrictions herein contained be continued for a further term of twenty years, beginning at the expiration of the twenty year period herein provided. If a majority of the votes cast in said election shall favor the continuance of said limitations and restrictions, the results of said election shall be set forth in a written instrument which shall be signed and acknowledged by one of those who called said election and filed for record in the office of the County Clerk, Kendall County, Illinois, before the expiration of the present twenty year period, and such limitations and restrictions shall thereupon be automatically continued in full force and effect for the further period of twenty years, the terms of those who called

said election shall conduct such election and shall act as the judges thereof. Where a lot is community property or a homestead, the vote may be cast by either the husband or wife, but not by both. Where owned by joint tenants, the vote shall be cast by only one of the joint tenants. Where title to any lot or lots is in process of adjudication in any court, such court may authorize a representative to cast the ballot for the lot or lots involved.

18. In case the first election is declared illegal by the courts or considered irregular by said judges, a second election may be held in a similar manner as the first, at any time within six (6) months after such final decision, whether before or after the expiration of the present twenty year period herein provided for, and the results shall be likewise binding for a twenty year period if carried by a majority of the votes in such election.

19. In the event such election is held and the majority of the votes cast in such election shall be cast against the continuation of the limitations and restrictions, herein contained, then and in such event, all restrictions, limitations, and conditions herein contained shall become null, void and of no further force and effect from and after the expiration of the original twenty year period herein provided for.

20. At the end of the second twenty year period, if such restrictions and limitations were imposed for the second twenty year period, another election can be held in a similar manner to determine whether or not such restrictions and limitations shall be extended for a third twenty period, with the results to be determined in the same manner as the end of the first twenty year period. Subsequent elections may be held each and every twenty years thereafter as long as the owners of property in said subdivision desire to continue to impose such limitations and restrictions as are herein contained.

ENFORCEMENT OF RESTRICTIONS

21. The restrictive covenants and use limitations herein provided for on said subdivision are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to property, including the right to acquire title to property by contract or otherwise, in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot in such subdivision, including any person procuring the right by contract to acquire title to any lot in said subdivision, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations on said subdivision, and shall be conclusively

presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on said subdivision by virtue of the filing hereof in the Deed Records of Kendall County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictions and use limitations on such subdivision by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any lot or lots in said subdivision or otherwise.

22. It is expressly understood that the undersigned, and their heirs, legal representatives or assigns, or any one or more of the owners of properties in said subdivision, shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, their heirs, legal representatives and assigns, or any other person or persons owning property in said subdivision, injured by virtue of any breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as the result of any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. But there shall be no reversion of title from a violation of said restrictions, the violation being compensated for by injunction ^{and for} damages.

23. Should any breach of the restrictions and use limitations herein provided for on said subdivision be held by any Court of competent jurisdiction to be invalid, void or non-enforceable for any reason, then it is expressly understood that any such adjudication or holding shall in no way affect, impair or restrict any of the other restrictive covenants and use limitations herein on said subdivision.

24. The undersigned hereby dedicates all streets and easements for utility purposes shown and set forth on the plat of Lux Ranch Estates Subdivision, Kendall County, Texas, for the construction, operation and maintenance of streets and utility lines for the use of owners of lots in said subdivision and for the use of the public to the extent that the public is entitled to use the property so dedicated.

WI

THE
COELux
and
theFILED
RECORD
BY: *L*

25. All of the restrictions and use limitations herein contained on said subdivision shall extend to, and accordingly be binding upon, the heirs, assigns, devisees, contract holders, and owners of every kind who may acquire any real property interest of any type, nature or kind in said subdivision from the undersigned, their heirs, legal representatives and assigns.

WITNESS OUR HANDS at Boerne, Texas, this the 22 day of June, 1972.

Roland Lux
ROLAND LUX

THE STATE OF TEXAS }

COUNTY OF KENDALL }

BEFORE ME, the undersigned authority, on this day personally appeared Roland Lux, 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of June, 1972.

Carol A. Long
Notary Public in and for
Kendall County, Texas



FILED for record this 3rd day of JULY 1972, at 9:00 o'clock A. M.

RECORDED this 6th day of JULY 1972, at 11:25 o'clock A. M.

BY: Florence M. Wheeler Deputy
Lorene J. Hays County Clerk, Kendall County, Texas

LUX RANCH ESTATES
UNIT 1 AND UNIT 2
KENDALL COUNTY TEXAS

APRIL 11, 1992

SUBJECT; PROPERTY OWNERS MEETING AND ELECTION.

83534

A MEETING AND ELECTION WAS CALLED FOR BY AT LEAST THREE OWNERS OF PROPERTY IN EACH UNIT OF LUX RANCH ESTATES, TO BE HELD IN THE SUBDIVISION AND ACCORDING TO THE STIPULATIONS AS SET FORTH IN THE ORIGINAL DEED RESTRICTIONS ON RECORD IN THE KENDALL COUNTY COURTHOUSE. A CERTIFIED LETTER WAS SENT TO ALL PROPERTY OWNERS TO THEIR ADDRESS ON FILE IN THE KENDALL COUNTY COURTHOUSE TO NOTIFY THEM OF THE MEETING AND TO ALSO ALLOW THEM TO VOTE IF THEY WERE NOT ABLE TO ATTEND THE MEETING. AS IS STATED IN THE EXISTING DEED RESTRICTIONS, THE QUESTION TO BE VOTED ON WILL BE TO EXTEND OR NOT TO EXTEND THE DEED RESTRICTIONS.

THE MEETING WAS CALLED TO ORDER BY JOHN STAUFFER, ONE OF THE PROPERTY OWNERS WHO CALLED FOR THE ELECTION. DOVIE D. HALL, RANDALL A. GAY, AND JOHN C. FRAZIER AGREED TO ACT AS ELECTION JUDGES. THE FINAL COUNT REVEALED TWENTY THREE VOTES FOR REINSTATEMENT AND THREE VOTES TO DROP THE RESTRICTIONS. THIS NOTICE SIGNED BY THE AFOREMENTIONED JUDGES WILL SERVE AS THE DOCUMENT TO REINSTATE THE RESTRICTIONS FOR ANOTHER TWENTY YEARS, BEGINNING ON THE DAY, THE EXISTING ONES RUN OUT. AT THE END OF THE NEW TWENTY YEAR EXTENSION AN ELECTION MAY BE CALLED ACCORDING TO THE ORIGINAL RULES FOR EXTENSION OR TERMINATION.

JUDGES: DOVIE D. HALL, RANDALL A. GAY, JOHN C. FRAZIER.

THE STATE OF TEXAS #
COUNTY OF KENDALL #

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 8
DAY OF June, 1992, BY DOVIE D. HALL, RANDALL A.
GAY AND JOHN C. FRAZIER.

Michael Shyne
NOTARY PUBLIC
STATE OF TEXAS

THIS INSTRUMENT WAS RECORDED THIS DAY OF
1992 IN THE DEED RECORDS OF KENDALL COUNTY, TEXAS

BY:

I hereby certify that this instrument was FILED in
file number sequence on the date and at the time stamp-
ed herein by me, and was duly RECORDED, in the
Official Records of Kendall County, Texas on:

JUN 11 1992



Darlene Herrin
County Clerk
Kendall County, Texas

By: *PP*

Deposited

FILED FOR RECORD

1992 JUN -8 AM 10:47

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY

BY *Paula Poff*
S.

We the undersigned, being owners of a lot or lot's, and members of the restriction committee have called for an election, for the purpose of voting for or against the reinstatement of the deed restrictions imposed on the subdivision, known Lux Ranch Estates unit 1 and unit 2 located in Kendall County Texas, by Roland Lux, the developer, have sent ballot's by certified mail to all of the owner's of the lot's therein, within the timeframe as required by the original restrictions. 27 Ballots have been returned, and have been duly counted by those calling for the election. The results are 26 for reinstatement and 1 against reinstatement. Having been approved for reinstatement by the majority we authorize John J. Stauffer Jr. to file this document along with copies of the original restrictions With the county clerk of, Kendall County Texas for the purpose of reinstating said restrictions, for an additional twenty years.

Ronnie Culak Ronnie Culak John Stauffer John J. Stauffer Jr.
Margaret A. Armstrong Margaret A. Armstrong Frederick R. Fischer Frederick R. Fischer
Robert R. Kratky Robert R. Kratky Witness John J. Stauffer Jr.
Robert R. Kratky

WITNESS OUR HANDS at Boerne, Texas, this the 24 day of JULY, 2012

John J. Stauffer Jr.
John J. Stauffer Jr.

TEXAS
THE STATE OF ~~TEXAS~~;

COUNTY OF KENDALL;

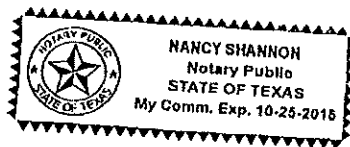
BEFORE ME, the undersigned authority, on this day personally appeared,

John J. Stauffer Jr., known by me to be the person whose name is subscribed to the fore

Going instrument and acknowledged to me that he executed the same for the purposes

And considerations therein expressed and capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd day of July 2012



Notary Nancy Shannon
~~CO. CLERK~~
In and for
Kendall County, Texas
By: John J. Stauffer Jr.
~~Deputy~~

Filed & Recorded in:

KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK

07/23/2012 10:50AM

Document Number: 00267251
Total Fees : \$11.00 *pd.*

Receipt Number - 29311
By Deputy: Sally W Peters

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed
in File Number Sequence on the date and
at the time stamped hereon and was duly
recorded in the OFFICIAL RECORDS Records of
Kendall County, Texas on

07/23/2012
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: *Swp* Deputy