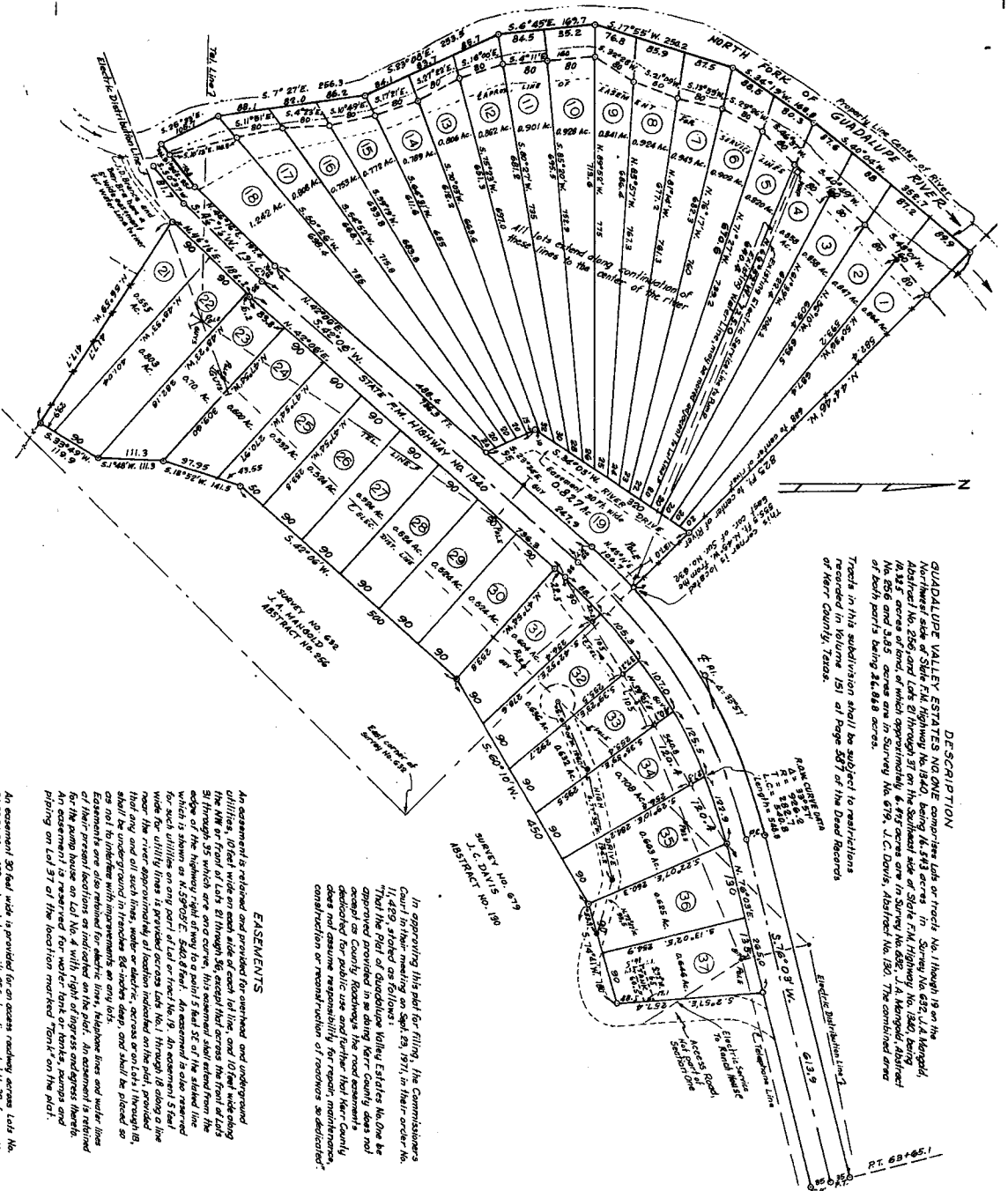


Guadalupe Valley Estates 1 Restrictions

Volume 151, Page 587, Volume 167, Page 709 and Volume 187, Page 611, Deed Records of Kerr County, Texas; Volume 1248, Page 9, Real Property 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.

OTHER EXCEPTIONS

- Easement and Right Of Way dated May 30, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 439, Deed Records of Kerr County, Texas.
- Easement and Right Of Way dated May 30, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 457, Deed Records of Kerr County, Texas. (Sur. 679 only or Lots 32-37)
- Easement and Right Of Way dated September 9, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 606, Deed Records of Kerr County, Texas. (Sur. 679 only or Lots 32-37)
- Guy and Anchorage Conset notarized on September 9, 1936 to Texas Power and Light Company, recorded in Volume 60, Page 200, Deed Records of Kerr County, Texas. (Sur. 632 only or Lots 1-32)
- Easement and Right Of Way dated April 4, 1938 to Texas Power & Light Company, recorded in Volume 62, Page 627, Deed Records of Kerr County, Texas. (Survey 632 only or Lots 1-32)
- Easement dated February 25, 1938 to E.M. Closuit, recorded in Volume 64, Page 239, Deed Records of Kerr County, Texas. (Survey 632 only or Lots 1-32)
- Easement dated March 8, 1957 to L.C.R.A., recorded in Volume 2, Page 608, Easement Records of Kerr County, Texas. (Survey 632 only or Lots 1-32)
- Easements as per the Plat recorded in Volume 3, Page 80, Plat Records of Kerr County, Texas.
- Blanket easement reserved in the Restrictions recorded in Volume 151, Page 587, Deed Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated September 22, 1971, recorded in Volume 151, Page 587, Deed Records of Kerr County, Texas.
- Easement reserved in deed dated February 6, 1973, recorded in Volume 161, Page 628, Deed Records of Kerr County, Texas, and as shown on the plat recorded in Volume 3, Page 80, Plat Records of Kerr County, Texas. (AS PER LOTS 32-36 ONLY)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights Of Parties In Possession. (AS PER OWNER POLICY ONLY)



DESCRIPTION

GUADALUPE VALLEY ESTATES
Northwest side of State F.M. Highway No. 870, between Loop 469 and the
Interchange at Loop 469 and State F.M. Highway No. 870.
Abstract No. 256; and Lots 4 through 131 on the southwest side of State F.M. Highway No. 870, being
N.E. 1/4 section of block 7 of which approximately .675 acres are in Survey No. 462; J. McDonald, Abstract
No. 256 and 3.55 acres are in Survey No. 679; J.C. Davis, Abstract No. 130. The combined area
of both parts is being 24.068 acres.

Towns in this subdivision shall be subject to regulations
recorded in Volume 191 of Page 567 of the Deed Records
of Tarrant County, Texas.

s/John A. McDonald

In giving this plot for filing, the Commissioners said in their meeting on Sept. 23, 1971, in their order No. 11,489, stated as follows:

"That the Plot of Glendeluxe Valley Estates No. One be accepted as County Roadway, the road easement approved previously in doing Kerr County does not apply to County Roadway, the road easement dedicated for public use and further that Kerr County does not assume responsibility for repair, maintenance and reconstruction or replacement of roadways so dedicated."

An easement 30 feet wide is provided for on ocean roadway access lots No. 56, 57, 58, 59 and 60 and easement with 75 foot radius on Lot No. 57, for access to these lots of the location shown on the plat. An easement 30 feet wide is also provided for access road on Lot or Tract No. 19 for access to Lots No. 1 through 18.

PLAT OF
GUADALUPE VALLEY ESTATES
NO. ONE
PROPERTY OF
BEN-BRA DEVELOPMENT COMPANY
KERR COUNTY TEXAS
SCALE: 1"=100 FEET
SEPTEMBER 22, 1971

THE STATE OF TEXAS,
County of NEUTRAL: Before me, the undersigned authority,
in and for said County, State of Texas, on this day personally
appeared J. B. Brannon, known to me to be the person whose
name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same as the act and
deed of the person whose name is subscribed to the same,
for the purposes and for the consideration therein
expressed.

Given under my hand and seal of office this 22nd day of
September, A.D. 1973.

Charles D. Jones
Charles D. Jones
Notary Public, New County, Texas
My commission expires June 1, 1975

Approved by the Commissioners' Court of Kerr County
23rd of September, A.D. 1911, by Order No. 14, 1/2
and was filed for record on the 27th day of September
at 11:00 o'clock A.M. and was recorded on the 28th
of September, A.D. 1911, at 11:15 o'clock A.M. in Volume
of the Plat Records of Kerr County, Texas.

Emmie M. Minter
Emmie M. Minter
County Clerk, Kerr County, Texas

I, Louis B. Sweeney, Registered Professional Engineer, No. 4633,
Registered Public Surveyor, No. 222, a Licensed Civil and Surveyor
and County Surveyor of Kern County, Texas, do hereby certify that
I made the survey appearing by the plan on this is recorded.
I certify that I am a bona fide owner of said land indicated by a circle
and of said tract corner, except at corners in center of 1/4's.

RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

2308

That BEN-BRA Development Company, a Texas Corporation, having its principal place of business in Kerrville, Kerr County, Texas (hereinafter called the "Developer"), being the owner of that certain tract of land described on Exhibit "A", which is annexed hereto, incorporated herein by reference and made a part hereof for all purposes, a portion of which has been heretofore platted into that certain subdivision know as "Guadalupe Valley Estates No. 1", according to the plat of said subdivision recorded on September 27, 1971, in Volume 3, Page 80, of the Plat Records of Kerr County, Texas, (herein referred to as "the Subdivision"), and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in the Subdivision, does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, Covenants, Conditions and Easements to be and the same are hereby made applicable to the Subdivision.

I

GENERAL PROVISIONS

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

DEDICATION

2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

RESERVATIONS

3. a. The utility easements shown or described on the recorded plat are dedicated with the reservation that, unless otherwise limited herein or by said plat, such utility easements are for the use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the Developer and the property owners in the subdivision to allow for the construction, repair, maintenance, operation and replacement of a system or systems of electric light, power, telephone and television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer or the property owners may find necessary or proper.

b. The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurten-

ances and facilities is reserved to the Developer, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or Utility District created under Article XVI, Section 59, of the Texas Constitution covering the land described in Exhibit "A" as well as other lands, public service corporation or other party is hereby expressly reserved to the Developer, its successors and assigns.

d. Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

e. The Developer shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, repair or maintain any utility located therein.

DURATION

4. The provisions hereof shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of Thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of Thirty-five (35) or ten (10) years, the then owners of a majority of lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid Thirty-five (35) year period or any successive ten (10) year period thereafter; and provided, further, however, that this instrument and the Reservations and Restrictions set forth herein may be repealed or altered, and additional restrictions may be adopted at any time by the concurrence of the Developer, its successors or assigns, and the owners of three-fourths (3/4) of the lots or tracts in the subdivision, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

ENFORCEMENT

5. In the event of any violation or attempted violation of any of the provisions hereof, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

PARTIAL INVALIDITY

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

EFFECT OF VIOLATION
ON MORTGAGEES

7. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, however, to the provisions herein contained.

II

GENERAL RESTRICTIONS

RE-SUBDIVISION

1. No lot in the subdivision shall be re-subdivided.

CONSTRUCTION AND PROPERTY USES

1. No lot in the subdivision or any part thereof shall ever be used for any business or commercial purpose whatsoever.

2. Only one residence shall be constructed on any one lot in the subdivision, excepting only bona fide servants quarters and guest house adjacent to and forming a part of the principal residence area or complex. The servants quarters and/or guest house shall not exceed the main dwelling in area.

3. Each residence constructed on any lot shall be a single-family dwelling and shall contain not less than 1000 square feet of enclosed living area not including garage and outside porches. All such dwellings shall be constructed of permanent type building materials of usual and general use in the construction of residences.

4. The construction of any structure once commenced shall be diligently prosecuted and in any event shall be completed before the expiration of 180 days following its commencement.

5. No house shall be moved from any other location and placed or erected on any lot in the subdivision.

6. No house trailer, camper trailer, camper vehicle, motor vehicle (or any portion thereof), or other structure of a temporary character shall be lived in on any lot. No tent or shack shall ever be erected on any lot in the subdivision.

7. Each house or dwelling located on any lot which does not adjoin the Guadalupe River shall be equipped with an underground sewage disposal

system which shall conform in all respects to the requirements and recommendations of the Public Health Department of the State of Texas, including sufficient tank and drain field capacity for the expected use. No septic or sewage tank or system shall be installed or constructed upon any lot fronting upon or adjacent to the Guadalupe River except upon approval by the Texas Water Quality Board and in strict compliance with the provisions of the Texas Water Quality Act.

8. No owner of any lot in the subdivision or any dependent, guest or invitee of any such owner shall ever operate any motor boat upon any part of the waters of the Guadalupe River which are adjacent to any part of the subdivision.

9. No owner of any lot in the subdivision shall operate or permit to be operated on any part of the subdivision any motor, pump or other machinery or equipment which exhausts any noxious smoke or fumes or which creates any noise which is disturbing to any other owner of any lot in the subdivision.

10. Each lot owner is advised that all portions of the subdivision adjacent to or fronting on the Guadalupe River are subject to flooding and overflow and that the Developer does not recommend the construction of permanent structures upon any lot fronting on or adjacent to the Guadalupe River and it is understood that any such structure constructed on any such lot shall be so constructed, owned and occupied or used solely at the risk of the lot owner and without any liability to Developer.

11. No owner of any lot in the subdivision shall keep or maintain thereon any horse, cow, sheep, goat or other animal except common household pets such as dogs or cats and such common household pets shall not be allowed off of any lot owners' property except upon leash and shall be currently and regularly vaccinated for rabies and shall not be permitted to become a danger or nuisance to any other property owner.

12. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the subdivision shall be used for church purposes and the renting or leasing of any lot or of any improvements thereon without the prior written approval of the Developer or the Lot Owners' Association is prohibited.

13. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of such lot or construction of improvements thereon. No trees shall be cut or removed from any lot which adjoins the Guadalupe River except to provide room for construction of improvements or, upon consent of the Developer or the Lot Owners' Association, to remove dead or unsightly trees.

III

GARBAGE AND TRASH

1. Garbage shall not be allowed to accumulate, burned or otherwise disposed of on any part of the land, but wood, leaves, paper and other readily combustible trash may be burned on the premises provided that the same is burned in an incinerator, without creating a fire hazard.

IV

OIL AND GAS OPERATIONS

1. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted on any lot, nor shall any tanks or mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. These provisions shall not prohibit directional drilling for and production of oil, gas and other minerals from under the subdivision so long as none of the equipment or machinery for such drilling or production operations is located upon the surface of any area included in the subdivision.

V

1. Developer agrees and obligates itself to construct and install a water system prior to January 1, 1972, for that part of the subdivision which lies South of Texas State F.M. Highway No. 1340, being Lots Nos. 21 through 37 and make water for household purposes available to such lots. Commencing on the last day of the month in which any lot owner connects to such water system and on the last day of each successive month thereafter such lot owner shall pay to the Developer, its successors and assigns the sum of Five Dollars (\$5.00) as a monthly water charge; provided, however, that such water charge rate shall be subject to adjustment, increase or decrease by the Lot Owners' Association hereinafter provided for upon such terms and in accordance with such procedures, rules and regulations as may be adopted by such association.

2. The subdivision plat shows and there is hereby reserved an easement for the location of a pump and pump house near the bank of the Guadalupe River on Lot No. 4 and for a pipeline extending therefrom along the boundary line between Lots Nos. 4 and 5 to Lot No. 19. Such plat also shows and there is hereby reserved unto the respective owners of Lots Nos. 1 through 18 an easement extending from such pump house across Lots Nos. 1 through 18 near the bank of the Guadalupe River for the purpose of connecting a pipeline from the pump in such pump house to any lot fronting on the Guadalupe River and to maintain, operate, repair and replace such pipeline; provided however, such pipeline shall be buried at least twenty-four inches (24") below the surface of the ground and shall not unreasonably interfere with any lot owner's use and enjoyment of his lot; and provided further, however, that there shall be only one such pipe line constructed across any lot and the owner of any of such lots shall have the right to connect thereto. Reasonable ingress and egress shall be enjoyed by any person entitled to exercise rights under this easement for the purpose of connecting, installing, repairing and replacing any such pipe line.

VI

ELECTRICAL, TELEPHONE AND
TELEVISION LINES

1. All electrical, telephone, television and other power or communication lines installed, extended, connected or located on or

to any one of Lots Nos. 1 through 18 shall be so installed, extended, connected or located at least twenty-four inches (24") below the surface of the ground from the point of entrance upon any such lot to the point of termination or use thereon. All such lines or any poles or supports therefor above the ground are expressly prohibited upon any such lot.

VII

FIREARMS AND HUNTING

1. No lot or other portion of Guadalupe Valley Estates No. 1 shall be used or permitted to be used for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

VIII

LOT OWNERS' ASSOCIATION

1. At such time as one-half (1/2) of the lots in the subdivision have been sold or contracted for sale by the Developer each lot owner will be informed of the time, date and place of a meeting of all lot owners to be held for the purpose of organizing a Lot Owners' Association. A majority of the votes of the lot owners in attendance at such meeting in person or by written proxy shall be sufficient to transact the business of such meeting. Each lot owner, including the Developer, attending or represented by written proxy at such meeting shall have one vote for each lot owned by such owner on all business to come before the meeting. Upon the creation and organization of such association, as a non-profit corporation, or otherwise, the Developer shall transfer and assign to such association all easements, roadways, water systems and other common areas, utilities and systems reserved to the Developer by the plat of such subdivision or by these restrictions. Thereafter, such association shall have the power, authority and obligation to supervise, regulate, control, operate and maintain the roadways, water systems, wells, pumps, easements and common areas of the subdivision and shall have the right, power and authority to make such reasonable assessments against each lot in the subdivision as may be required to support, meet and pay the expenses of creating and organizing such association and to pay the administrative expenses thereof, if any, and to pay the costs and expenses reasonably required to own, operate and maintain such roadways, water systems, wells, pumps, utilities, easements and common areas. All such assessments upon any lot in the subdivision shall become the personal obligation of the owners of such lot and such association shall have and is hereby granted a lien upon each such lot to secure the payment of such assessments and such assessments shall be obligations running with the land.

2. Votes at the initial meeting of lot owners to organize the Lot Owners' Association shall be evidenced by written ballot furnished by the Developer and the questions or issues which shall be acted upon at such meeting, in addition to such other issues as may properly come before the meeting, shall be:

a. The form of the organization, e.g., non-profit corporation, informal association, etc.

b. Election of officers to fill the offices of President, Vice-President, Secretary and Treasurer for the first one year period of the association's operation.

c. Election of a committee to prepare and adopt the by-laws or rules and regulations for operation of the association and the performance of its duties.

d. To set the time, date and place of the next meeting of the members of the association, which shall be not later than one year from the date of the initial meeting. There shall be a meeting of the members of the association at least once each year.

IX

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

WITNESS our hands at Kerrville, Texas, on this the 22nd day of September, 1971.

ATTEST:

BEN-BRA Development Company

By: [Signature]
Secretary

By: [Signature]
President

THE STATE OF TEXAS

COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared J. D. Brance, President of BEN-BRA Development Company, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 22nd day of September, 1971.

[Signature]
Notary Public, Kerr County, Texas

FILED FOR RECORD

at 9:05 o'clock A.M.

SEP 27 1971

[Signature]
Clark County Court, Kerr County, Texas

By [Signature] Deputy

TRACT NO. 1: Being 115 acres of land on the North Fork of the Guadalupe River, comprising tracts as follows:

8.25 acres, part of Survey No. 1828, A. Gunn, Abstract No. 1830;
 72.45 acres, part of Survey No. 1827, G. C. & S. F. R. R. Co.,
 Abstract No. 906;
 24.20 acres, part of Survey No. 679, J. C. Davis, Abstract No. 130;
 10.10 acres, part of Survey No. 632, J. A. Mangold, Abstract No. 256.
 Said tract of 115 acres of land is described by metes and bounds as follows, to-wit:

BEGINNING at a stone mound and fence corner post for the SE corner of Survey No. 679, J. C. Davis, at a point 355.9 varas South of the point where the South right-of-way line of Texas Farm to Market Highway No. 1340 intersects the NE line of Survey No. 679;

THENCE with fence S. 45° W. 70 varas to a fence corner post;

THENCE with fence S. 1° 03' E. 1017 varas to a fence corner post for the SE corner of this tract of land and the SW corner of the J. D. Brance tract of land, being the South line of Survey No. 1827;

THENCE S 74° 10' W 560 varas to an iron pipe;

THENCE N 11° 10' W 297 varas to an iron pipe;

THENCE N 33° 50' E 409.6 varas to an iron pipe;

THENCE N 3° 25' E 393 varas to an iron pipe;

THENCE N 57° 35' W 276.3 varas to an iron pipe in the South right-of-way line of the Texas Farm to Market Highway No. 1340;

THENCE with the South line of the said road N 48° E 66 varas;
 N 42° 07' E 264.8 varas; N 45° 42' E 35.7 varas; N 46° 17'
 E 37.2 varas; N 59° E 50 varas; N 65° 12' E 35 varas; N 70°
 38' E 35 varas; N 74° 59' E 230 varas to the East line of
 Survey No. 679;

THENCE with the said survey line South 355.9 varas to the PLACE OF BEGINNING.

TRACT NO. 2: Being 16.436 acres of land situated in Kerr County, Texas, being part of Survey No. 632, J. A. Mangold, Abstract No. 256, and described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the NE line of Survey No. 632, and the North line of Farm to Market Highway No. 1340, a point 200 varas N 45° W of the East corner of Survey No. 632;

THENCE with fence N 45° W 299 varas to the center of the North Fork of the Guadalupe River;

THENCE up the said river with the meanders of its center line; S 41° 25' W 97.3 varas; S 31° 30' W 89 varas; S 17° W 90 varas; S 5° 10' E 65 varas; S 24° E 67 varas; S 11° 30' E 84 varas; S 20° E 59 varas to the North right of way line of said Farm to Market Highway;

THENCE with the said right of way line: N 48° E 106 varas;
 N 42° 07' E 264.8 varas; N 45° 42' E 35.7 varas to the PLACE OF BEGINNING.

In addition to the above described land, Grantors hereby grant and convey unto Grantee an easement out of Survey No. 632, J. A. Mangold, for the specific purpose of laying and maintaining a water line to the North fork of the Guadalupe River, the centerline description of said easement being as follows:

BEGINNING at a point in the southwest line of a 10.10 acre tract of land out of Survey 632, J. A. Mangold, described as a part of Tract Number One heretofore referred to in this deed, 2-1/2 feet southeast of the west corner of said 10.10 acre tract of land, which said west corner is in the southeast line of Farm to Market Road 1340;
THENCE in a southwesterly direction, parallel to the southeast line of Farm to Market road 1340, to the north fork of the Guadalupe River,

being the same easement conveyed to J. D. Brance by W. N. James and wife, Katherine James by deed dated May 29, 1956, and recorded in Vol. 100, Page 1 of the Deed Records of Kerr County, Texas, to which deed and the record thereof reference is here made for all purposes; it being understood that the pipe line laid in such easement shall be below plow depth and under any road which may exist within the easement area, so that such pipe line will not interfere with the farming or use of the land within the easement area.

EXHIBIT "A"

Filed for record September 27, 1971 at 9:05 o'clock A. M.
Recorded September 30, 1971
EMMIE M. MUENKER, Clerk

By Betty Zredul Deputy

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

That we, the Developer, Ben-Bra Development Company, and more than three-fourths (3/4) of the Lot Owners of the lots in Guadalupe Valley Estates No. 1, according to the plat thereof recorded on September 27, 1971 in Volume 3, page 80 of the Plat Records of Kerr County, Texas, and whereas by those certain restrictions of said subdivision, recorded at Volume 151, page 587 of the Deed Records of Kerr County, Texas, we were granted the right and empowered to impose additional restrictions, Now Therefore, we do hereby adopt, establish, promulgate and impress additional restrictions, which shall be in addition to those said restrictions of record, but in no way to limit or change the ones of record: Such additional restrictions shall be No. 14 under "Construction and Property Uses" under Paragraph II of the said original restrictions, and the additional restrictions shall be as follows:

"14. No one may convey, or transfer in any form, any water rights in the Guadalupe River, rights to use the river or river frontage for any purpose whatever, separately and apart from a conveyance in fee of Lots 1 through 18. Nor shall anyone hereafter grant or transfer in any form whatever, separately and apart from a conveyance of Lots 1 through 18, any easement, right of ingress or egress, or similar right, to or from the river front, except as may be needed or requested by the Guadalupe Valley Estates Lot Owners' Association. Nor shall anyone make any conveyance, or transfer in any form, any fee interest in Lots 1 through 18 which would result in more than one person owning a fee interest in any of Lots 1 through 18. (A man and wife are one "person" for the purposes of this restriction)."

WITNESS our hands at Kerrville, Texas, on this the 4 day ofSept., 1974

Filed 23 Day of Oct. A.D., 1973 at
 EMMIE M. MUENKER 8:53 A.M.
 Clerk County Court, Kerr County, Texas
 By: Danna Witt Deputy

ATTEST:

BEN-BRA DEVELOPMENT COMPANY

By: Annella Hall Bruce
SecretaryBy: [Signature]
President

THE STATE OF TEXAS §

VOL. 167 PAGE 710

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally appeared J. D. Brance, President of BEN-BRA DEVELOPMENT COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 4th day of September.

1972³

Jay Swayze
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNER

DESIGNATION OF LOTS OWNED

J. D. Brance

6 + 28

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally appeared Joe W. Benson and _____, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of September.

1972³

Jay Swayze
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNER

DESIGNATION OF LOTS OWNED

Charlotte St. Mary14 & 24

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally appeared Charlotte St. Mary and _____, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of September

1973.

Jay Swartz
Notary Public in and for Kerr County, Texas

William H. Munsie15 & 25

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally appeared William H. Munsie and _____, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of September

1973.

Jay Swartz
Notary Public in and for Kerr County, Texas

SIGNATURE OF OWNER

VOL. 167 PAGE 712
DESIGNATION OF LOTS OWNED

J. K. Locker

17 + 22

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
appeared J. K. Locker and _____,
both known to me to be the person whose names are subscribed to the foregoing
instrument, and acknowledged to me that they each executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of September

³
1972.

Jay Swayne
Notary Public in and for Kerr County, Texas

M. L. Tucker

16 + 23

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
appeared M. L. Tucker and _____,
both known to me to be the person whose names are subscribed to the foregoing
instrument, and acknowledged to me that they each executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of September

³
1972.

Jay Swayne
Notary Public in and for Kerr County, Texas

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

Lucian D. Bogan Jr.
Garret H. Bogan

Lots 12 & 32

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
 appeared Lucian D. Bogan Jr. and Garret H. Bogan,
 both known to me to be the person whose names are subscribed to the foregoing
 instrument, and acknowledged to me that they each executed the same for the
 purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of September

1972.

Jay Swartz
 Notary Public in and for Kerr County, Texas

Thomas S. Turner

4 & 34

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
 appeared Thomas S. Turner,
 both known to me to be the person whose names are subscribed to the foregoing
 instrument, and acknowledged to me that they each executed the same for the
 purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of September

1972.

Jay Swartz
 Notary Public in and for Kerr County, Texas

SIGNATURE OF OWNER

DESIGNATION OF LOTS OWNED

Robert M. Cauthon } 1 + 35
Charles M. Cauthon }

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
 appeared Pete W. Cauthon, Jr. and CHARLES M. CAUTHON
 both known to me to be the person whose names are subscribed to the foregoing
 instrument, and acknowledged to me that they each executed the same for the
 purposes and consideration therein expressed.

Given under my hand and seal of office, this 17 day of JANUARY,
 1977.

Marion L. Gibson
 Notary Public in and for Kerr County, Texas

Notary Public

My Comm. Expires

73.

Gerald D. James

2 + 36

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
 appeared Gerald D. James and _____
 both known to me to be the person whose names are subscribed to the foregoing
 instrument, and acknowledged to me that they each executed the same for the
 purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of September,
 1978.

Jay Swartz
 Notary Public in and for Kerr County, Texas

SIGNATURE OF OWNER

DESIGNATION OF LOTS OWNED

J. W. Colvin

9131

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
appeared J. W. Colvin and _____,
both known to me to be the person whose names are subscribed to the foregoing
instrument, and acknowledged to me that they each executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office, this 19th day of January,
1973.

Pearl Stone
Notary Public in and for Kerr County, Texas
PEARL STONE
MY COMMISSION EXPIRES
JUNE 1, 1973

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
appeared _____ and _____,
both known to me to be the person whose names are subscribed to the foregoing
instrument, and acknowledged to me that they each executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day _____,
1972.

Notary Public in and for Kerr County, Texas

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

Geo. D. Jacob, Jr.
Nora Peterson Jacob

Lots 8 and 29 of Guadalupe Valley
Estate No. 1

THE STATE OF TEXAS §
COUNTY OF Harris §

Before me, the undersigned authority, on this day personally
appeared Geo. D. Jacob, Jr. and Nora Peterson Jacob,
both known to me to be the person whose names are subscribed to the foregoing
instrument, and acknowledged to me that they each executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office, this 24th day of January.

1973



Mary Ann Broome
Notary Public in and for Kerr County, Texas

Harris
MARY ANN BROOME
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 19____

THE STATE OF TEXAS §
COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
appeared _____ and _____,
both known to me to be the person whose names are subscribed to the foregoing
instrument, and acknowledged to me that they each executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day _____,
1972.

Notary Public in and for Kerr County, Texas

SIGNATURE OF OWNER

DESIGNATION OF LOTS OWNED

C. E. Lehman
Gordon H. Monroe

3 & 21

5 & 33

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
 appeared C. E. Lehman and Gordon H. Monroe,
 both known to me to be the person whose names are subscribed to the foregoing
 instrument, and acknowledged to me that they each executed the same for the
 purposes and consideration therein expressed.

Given under my hand and seal of office, this 2nd day of February,

1973.

Bertie Malochuk
 Notary Public in and for Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
 appeared _____ and _____,
 both known to me to be the person whose names are subscribed to the foregoing
 instrument, and acknowledged to me that they each executed the same for the
 purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day _____,

1972.

 Notary Public in and for Kerr County, Texas

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNEDAnnelle Lee Brance18-37

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
 appeared Annelle Lee Brance and _____,
 both known to me to be the person whose names are subscribed to the foregoing
 instrument, and acknowledged to me that they each executed the same for the
 purposes and consideration therein expressed.

Given under my hand and seal of office, this 5 day of September
 19723

Bennie L. Cole
 Notary Public in and for Kerr County, Texas

Annelle Lee Brance18-37

THE STATE OF TEXAS §

COUNTY OF KERR §

Before me, the undersigned authority, on this day personally
 appeared Annelle Lee Brance and _____,
 both known to me to be the person whose names are subscribed to the foregoing
 instrument, and acknowledged to me that they each executed the same for the
 purposes and consideration therein expressed.

Given under my hand and seal of office, this 5 day of September
 19723

Bennie L. Cole
 Notary Public in and for Kerr County, Texas

Filed for record October 14, 1973 at 8:53 o'clock A.M.
 Recorded October 25, 1973
 EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy

762101

SECOND ADDITIONAL RESTRICTIONS
GUADALUPE VALLEY ESTATES NO. 1

THE STATE OF TEXAS

X

COUNTY OF KERR

X

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the Developer, Ben-Bra Development Company, and more than three-fourths (3/4) of the Lot Owners of the lots in Guadalupe Valley Estates No. 1, according to the Plat thereof recorded Volume 3, page 80 of the Plat Records of Kerr County, Texas; and

WHEREAS, by those certain restrictions recorded at Volume 151, page 587 of the Deed Records of Kerr County, Texas, we were granted the right and empowered to impose additional and amended restrictions;

NOW, THEREFORE, we do hereby adopt, establish, promulgate, and impress additional and amended restrictions, which shall add to those existing restrictions, and amend certain of the existing restrictions as hereinafter provided. The original restrictions recorded Volume 151, page 587 of the Deed Records and the Additional Restrictions recorded Volume 167, page 709 of the Deed Records of Kerr County, Texas, shall not be affected, terminated, or modified in any way (unless specifically provided herein):

"ARTICLE II., GENERAL RESTRICTIONS, Construction and Property Uses, Paragraph 3", is hereby amended such that such paragraph of the original restrictions shall hereafter read as follows:

"3. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 800 square feet of enclosed living area, not including garage and outside porches. All such dwellings shall be constructed of permanent type building materials of usual and general use in the construction of residences. Nothing herein shall prohibit the construction of prefabricated or modular houses, of permanent installation upon permanent foundation, such as Timely Homes."

THE following new Article is hereby added to the existing

restrictions:

X.

ARCHITECTURAL COMMITTEE.

An Architectural Committee is hereby created. It will be the purpose of such Committee to insure for the Developer and all owners of lots in the subdivision harmony of external and structural design and quality, and compliance with the provisions hereof as to improvements and structures. The initial Architectural Committee is composed of the following: Lucian Bogan

This initial Architectural Committee shall remain in office until replaced by his own resignation, or a vote by the Board of Directors.

No structure of any kind including sewage and water facilities and fences shall be constructed unless first approved by the Architectural Committee. Such approval may be evidenced by the signature of any one (if there be more than one) of the members of the Committee on the proposed plans with the words "Approved this _____ day of _____, 197_." The Architectural Committee shall have discretion to approve or reject plans and to make recommendations, but must at all times follow the existing restrictions and act reasonably and without discrimination.

WITNESS OUR HAND at Kerrville, Texas, on this the 5 day of May, 1976.

ATTEST:

BEN-BRA DEVELOPMENT COMPANY

By Annella H. Brance
Secretary

By J. B. Brance
President

THE STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared May 5, 1976, President of BEN-BRA DEVELOPMENT COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated. GIVEN under my hand and seal of office this 5 day of May, 1976.

Filed 18 Day of May A.D. 1976
EMMIE M. MUENKER 9:45 A.M.
Clerk County Court, Kerr County, Texas
By Theresa M. Whalen, Deputy

Bennie L. Cole
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNER

William H. Minor, Jr.
Betty A. Minor

VOL 187 PAGE 613

DESIGNATION OF LOTS

15 + 25

STATE OF TEXAS

X

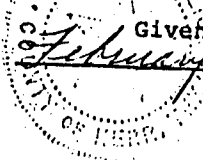
COUNTY OF

KERR

X

Before me, the undersigned authority, on this day personally appeared William H. Minor, Jr. and Betty A. Minor, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23rd day of February, 1976.



Alma Kuan
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNER

CHARLOTTE ST. MARY
Charlotte St. Mary

DESIGNATION OF LOTS

14 + 24

STATE OF TEXAS

X

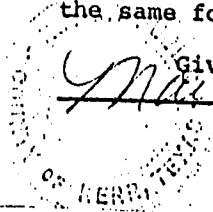
COUNTY OF

KERR

X

Before me, the undersigned authority, on this day personally appeared Charlotte St. Mary, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

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



Pat Swartz
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNER

M. J. Tucker, Jr.
Mrs M J Tucker, Jr.

VOL 187 PAGE 614
DESIGNATION OF LOTS

16 + 23

STATE OF TEXAS

X

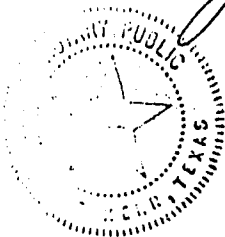
COUNTY OF

Kerr

X

Before me, the undersigned authority, on this day personally appeared M. J. Tucker, Jr. and Mrs M J Tucker, Jr. both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23rd day of February, 1976.



Doris Bartelt DORIS BARTELT
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNER

Pete W. Cawthon, Jr.
Charles M. Cawthon

VOL. 187 PAGE 615
DESIGNATION OF LOTS

1 + 35

STATE OF TEXAS

X

COUNTY OF Harris

X

Before me, the undersigned authority, on this day personally appeared Pete W. Cawthon, Jr. and Charles M. Cawthon, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23rd day of February, 1976.

Mary Anna Vance
 Notary Public in and for
Harris County, Texas
 MARY ANNA VANCE
 Notary Public in and for Harris County, Texas
 My Commission Expires June 1, 1977

SIGNATURE OF OWNER

John James
David D. James

DESIGNATION OF LOTS

2 + 36

STATE OF TEXAS

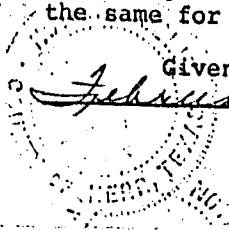
X

COUNTY OF Harris

X

Before me, the undersigned authority, on this day personally appeared John James and David D. James, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23rd day of February, 1976.



David D. James
 Notary Public in and for
Harris County, Texas

SIGNATURE OF OWNER

ENERGY LAND, INC

Vice-Pres.

Asst. Sec. Treas

VOL 187 PAGE 616

DESIGNATION OF LOTS

3 + 21

STATE OF TEXAS

X

COUNTY OF

Kerr

X

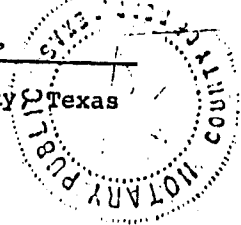
Before me, the undersigned authority, on this day personally appeared G.E. LEHMANN, Vice Pres. and Bertha Malachuk, Asst. Sec. Treas both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18th day of February, 1976.

Notary Public in and for

Kerr

County, Texas



SIGNATURE OF OWNER

VOL 187 PAGE 617
DESIGNATION OF LOTS

Geo. D. Jacob Jr.
Nora Peterson Jacob

8 + 29

STATE OF TEXAS X

COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared GEO. D. JACOB, JR. and NORA PETERSON JACOB, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of February, 1976.



Mary Ann Broome
Notary Public in and for
Harris County, Texas

MARY ANN BROOME

Notary Public in and for Harris County, Texas

My Commission Expires June 1, 1977.

SIGNATURE OF OWNER

DESIGNATION OF LOTS

John M. Colton

10 + 27

STATE OF TEXAS

X

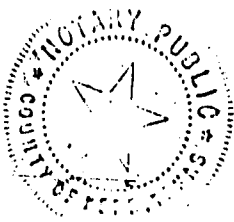
VOL. 187 PAGE 618

COUNTY OF KERR

X

Before me, the undersigned authority, on this day personally appeared John C. O'Brien and , both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 8th day of MARCH, 1976.



Kathy L. Ladd Co.
Notary Public in and for
KERR County, Texas

SIGNATURE OF OWNER

Lucian D. Bogan, Jr.
Garnet H. Bogan

DESIGNATION OF LOTS

12 - 32

STATE OF TEXAS

X

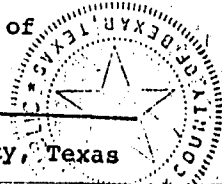
COUNTY OF Bexar

X

Before me, the undersigned authority, on this day personally appeared Lucian D. Bogan, Jr. and Garnet H. Bogan, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of March, 1976.

Margaret Davis
Notary Public in and for
MARGARET DAVIS
MARY PETER, Bexar County, Texas County, Texas



SIGNATURE OF OWNER

VOL. 187 PAGE 619

DESIGNATION OF LOTS

Elaine Werlein Terrell
Thomas S. Terrell

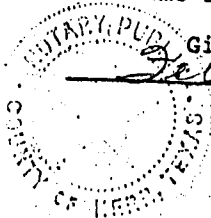
4 + 34

STATE OF TEXAS

COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared ELAINE WERLEIN TERRELL and THOMAS S. TERRELL, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 17th day of February, 1976.



J. S. Swartz
Notary Public in and for
KERR County, Texas

SIGNATURE OF OWNER

ENERGY LAND, INC

Vice-Pres.

Asst-Sec. Treas.

Beitha Helms

DESIGNATION OF LOTS

5 + 33

STATE OF TEXAS

X

VOL 187 PAGE 620

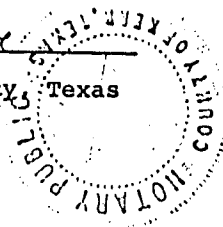
COUNTY OF _____

X

Before me, the undersigned authority, on this day personally appeared G. E. LEHMANN, Vice Pres. and BERTHA MALOCHLEB, Asst. Sec. Treas both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18th day of February, 1976.

Steve L. Moore
Notary Public in and for
Kerr County, Texas



SIGNATURE OF OWNER

G. E. Lehmann

DESIGNATION OF LOTS

6 + 28

STATE OF TEXAS

X

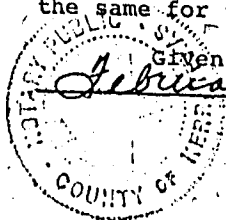
COUNTY OF Kerr

X

Before me, the undersigned authority, on this day personally appeared J. H. Bixson and Jane Batchelor both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19 day of February, 1976.

Jane Batchelor
Notary Public in and for
Kerr County, Texas



VOL 187 PAGE 621

SIGNATURE OF OWNER

J Lucille Looker
J.K. Looker

DESIGNATION OF LOTS

17 + 22

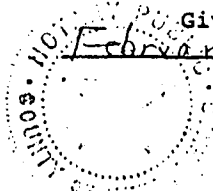
STATE OF TEXAS

COUNTY OF

KERR

Before me, the undersigned authority, on this day personally appeared J.K. Looker and J Lucille Looker, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of February, 1976.



[Signature]
Notary Public in and for
Kerr County, Texas

Filed for record May 18, 1976 at 9:45 o'clock A. M.
Recorded May 20, 1976
EMMIE M. MUENKER, Clerk

By [Signature] Deputy

01360

VOL. 1248 PAGE 0009

THIRD ADDITIONAL RESTRICTIONS
GUADALUPE VALLEY ESTATES NO. 1

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KERR X

THAT WE, the owners of at least three-fourths (3/4) of the lots in Guadalupe Valley Estates No. 1, according to the Plat thereof recorded in Volume 3, Page 80, of the Plat Records of Kerr County, Texas, and as members of the Guadalupe Valley Estates Lot Owners Association, successor to the Developer, Ben-Bra Development Company; and

WHEREAS, by those certain restrictions recorded in Volume 151, Page 587, of the Deed Records of Kerr County, Texas, we were granted the right and empowered to impose additional and amended restrictions;

NOW, THEREFORE, we do hereby adopt, establish, promulgate, and impress additional and amended restrictions, which shall add to those existing restrictions, and amend certain of the existing restrictions as herein after provided. The original and previously amended restrictions recorded in Volume 151, Page 587, and Volume 167, Page 709, and Volume 187, Pages 611 and 612, of the Deed Records of Kerr County, Texas, shall not be affected, terminated, or modified in any way (unless specifically provided herein):

"Article II., GENERAL RESTRICTIONS, Construction and Property Uses", Paragraphs 3 and 6, previously amended by "Second Additional Restrictions" recorded in Volume 187, Pages 611 and 612, of the Deed Records of Kerr County, Texas, are hereby amended, and/or further amended, so that such paragraphs of the original restrictions shall hereafter read as follows:

"3. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1500 square feet of enclosed living area, not including garage and outside porches. All such dwellings shall be constructed on site of permanent type building materials of usual and general use in the construction of residences. Pre-constructed housing on wheels commonly known as a "mobile home" is specifically prohibited, even if wheels are removed and/or it is placed on a permanent foundation. The Architectural Committee of the Association shall have sole discretion in the approval or rejection of the type of construction and construction plans."

29-51

VOL. 1248 PAGE 0010

"6. No house trailer, mobile home, camper trailer, camper vehicle, motor vehicle (or any portion thereof), or other structure of a temporary character shall be lived in on any lot. No tent or shack shall ever be erected on any lot in the subdivision."

"Article X., SECOND ADDITIONAL RESTRICTIONS, Architectural Committee", recorded in Volume 187, Page 612, of the Deed Records of Kerr County, Texas, reads in part: "This initial Architectural Committee shall remain in office until replaced by his own resignation, or a vote by the Board of Directors." It is hereby amended as follows:

"By vote of the Board of Directors at the Annual Meeting of the Guadalupe Valley Estates Lot Owners Association on February 3, 2001, the Architectural Committee at any given time shall be composed of the then serving Board of Directors."

Paragraph 14 (recorded as 'Additional Restrictions' in Volume 167, Page 709) is hereby amended to read as follows:

"14. No one may convey, or transfer in any form, any water rights in the Guadalupe River, rights to use the River or river frontage for any purpose whatever, separately and apart from a conveyance in fee of Lots 1 through 18. Nor shall anyone hereafter grant or transfer in any form whatever, separately and apart from a conveyance of Lots 1 through 18, any easement, right of ingress or egress, or similar right, to or from the river front, except as may be needed or requested by the Guadalupe Valley Estates Lot Owners Association. Nor shall anyone make any conveyance, or transfer in any form, any fee interest in any lot in the subdivision which would result in more than one person owning a fee interest in any lot in the subdivision. (A man and wife are one "person" for the purposes of this restriction.) However, nothing herein shall be construed to preclude the transfer or conveyance of a fee interest in any lot in the subdivision within an owner's own immediate family jointly to their adult siblings or jointly to their adult children, even though such transfer or conveyance may result in ownership by more than one person."

WITNESS our hands at Kerrville, Texas, on this the 7 day of Feb., 2003.

ATTEST: GUADALUPE VALLEY ESTATES LOT OWNERS ASSOCIATION

By: Jean Rogers Winchell
Jean Rogers Winchell, Secretary

By: David Cawthon
David Cawthon, President

Filed by & return to:
Pete W. Cawthon, Jr.
Box 318
Hunt, TX 75824

FILED FOR RECORD
at 1:45 p'clock A.M.

FEB 12 2003

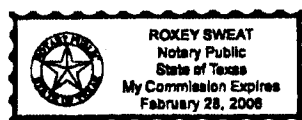
JANNETT PIEPER
County Clerk, Kerr County, Texas
Deputy

VOL. 1248 PAGE 0011

THE STATE OF TEXAS X
X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared David Cawthon, President of the GUADALUPE VALLEY ESTATES LOT OWNERS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Association, and that he executed the same as an act and deed of such Association for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 11th day of February, 2003.



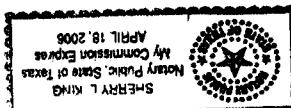
Roxey Sweat
Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS X
X
COUNTY OF BEXAR X

Before me, the undersigned authority, on this day personally appeared Jean Rogers Winchell, Secretary of the GUADALUPE VALLEY ESTATES LOT OWNERS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Association, and that she executed the same as the act and deed of such Association for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 2 day of Feb., 2003.

Sherry L King
Notary Public in and for
~~Bexar~~ County, Texas
Kerr



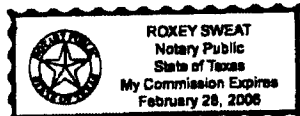
VOL. 1248 PAGE 0012

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNEDPete W. Cawthon1, 2, 30, 35

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared PETE W. CAWTHON and NA, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12th day of November, 2002.



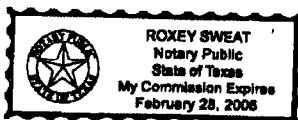
Roxey Sweat
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNEDDavid Cawthon36

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared David Cawthon and NA, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 2nd day of December, 2002.



Roxey Sweat
Notary Public in and for
Kerr County, Texas

VOL. 1248 PAGE 0013

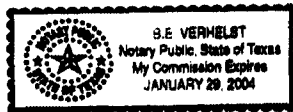
SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

Sue Simmonds Baldwin LOT 3 OF GNADALUPE VALLEY ESTATES #1
J.H. Baldwin Jr.

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Sue S. Baldwin and J.H. Baldwin Jr., known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18 day of November, 2002.



S.E. Verhelst
Notary Public in and for
Kerr County, Texas

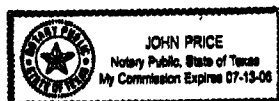
SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

J.M. Simmonds LOT 3 OF GNADALUPE VALLEY ESTATES #1

THE STATE OF TEXAS X
 X
COUNTY OF VAL VERDE X

Before me, the undersigned authority, on this day personally appeared J.M. Simmonds and _____, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19th day of November, 2002.



John Price
Notary Public in and for
Kerr County, Texas
VAL VERDE

VOL. 1248 PAGE 0014

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNEDSean Rogers Winchell4, 5, 31, 32, 33 & 34

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Sean R. Winchell and _____, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 7 day of Feb, 2003.



Sherry L. King
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

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

Given under my hand and seal of office, this _____ day of _____, 2002.

Notary Public in and for
Kerr County, Texas

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SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

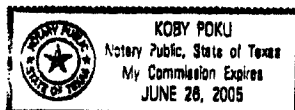
[Signature]
Judith B. Powers

Guadalupe Valley Estd, Lot 6

THE STATE OF TEXAS X
 X
 COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared J. D. Powers and Judith B. Powers, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18th day of November, 2002.



[Signature]
 Notary Public in and for
 Harris County, Texas

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

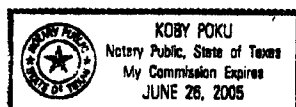
[Signature]
Judith B. Powers

Guadalupe Valley Estd, Lot 6

THE STATE OF TEXAS X
 X
 COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared J. D. Powers and Judith B. Powers, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18th day of November, 2002.



[Signature]
 Notary Public in and for
 Harris County, Texas

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SIGNATURE OF OWNER

Ben Low

DESIGNATION OF LOTS OWNED

7

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Ben Low and —, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19th day of November, 2002.



Debra D Cosper
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNER

Ben Low

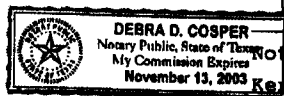
DESIGNATION OF LOTS OWNED

7

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

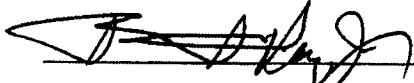
Before me, the undersigned authority, on this day personally appeared Ben Low and —, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19th day of November, 2002.



Debra D Cosper
Notary Public in and for
Kerr County, Texas


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SIGNATURE OF OWNER
Judith Shields KayDESIGNATION OF LOTS OWNEDLots 8 and 29

THE STATE OF LOUISIANA X
 X
BEAUREGARD PARISH X

Before me, the undersigned authority, on this day personally appeared STUART S. KAY, JR. and JUDITH SHIELDS KAY, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3RD day of JANUARY, 2002.


Notary Public in and for
Beauregard Parish, Louisiana



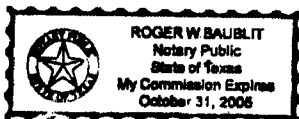
VOL. 1248 PAGE 0018

SIGNATURE OF OWNERDayton L. BaublittDESIGNATION OF LOTS OWNED18 & 37

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared DAYTON L. BAUBLITT and _____, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3RD day of DECEMBER, 2002.



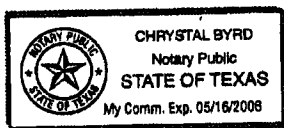
Roger W. Baublitt
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNERMichael SellDESIGNATION OF LOTS OWNED9, 10, & 12

THE STATE OF TEXAS X
 X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Michael Sell and _____, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10 day of January, 2003.



Chrystal Byrd
Notary Public in and for
Kerr County, Texas

VOL. 1248 PAGE 0019 ✓

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNEDSally L. MarksLots 14, 15, 24, & 25

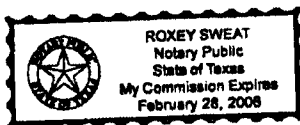
THE STATE OF TEXAS X

X

COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Sally L. Marks and N/A, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of November, 2002.



Roxey Sweat
Notary Public in and for
Kerr County, Texas

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNEDChris AspraLots 16, 17, 22 & 23

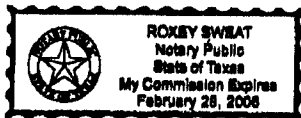
THE STATE OF TEXAS X

X

COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Chris Aspra and N/A, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21st day of November, 2002.



Roxey Sweat
Notary Public in and for
Kerr County, Texas

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SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

John H. Duncan Jr.
John H. Duncan Jr. GP JAS & Associates

21

THE STATE OF TEXAS X
 X
COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared JOHN H. DUNCAN, JR. and _____, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10TH day of DECEMBER, 2002.



Gina Short
Notary Public in and for
Harris County, Texas

SIGNATURE OF OWNERDESIGNATION OF LOTS OWNED

THE STATE OF TEXAS X
 X
COUNTY OF HARRIS X

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

Given under my hand and seal of office, this _____ day of _____, 2002.

Notary Public in and for
Harris County, Texas

VOL. 1248 PAGE 0021

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 the Public Records on the date and at the time indicated herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

FEB 13 2003

*Janet Lipson*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1248* PG *9*
RECORDING DATE

FEB 13 2003

*Janet Lipson*

COUNTY CLERK, KERR COUNTY, TEXAS

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*Filed
As
Filed*