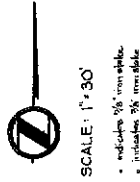
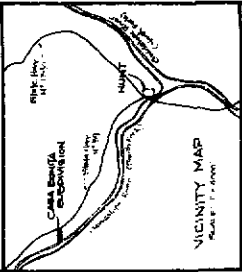


CASA BONITA SUBDIVISION RESTRICTIONS

Volume 5, Page 17 and Volume 5, Page 55, Plat Records of Kerr County, Texas; Volume 280, Page 462, Deed Records of Kerr County, Texas; Volume 507, Page 54, Volume 934, Page 163 and Volume 1071, Page 411, 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.

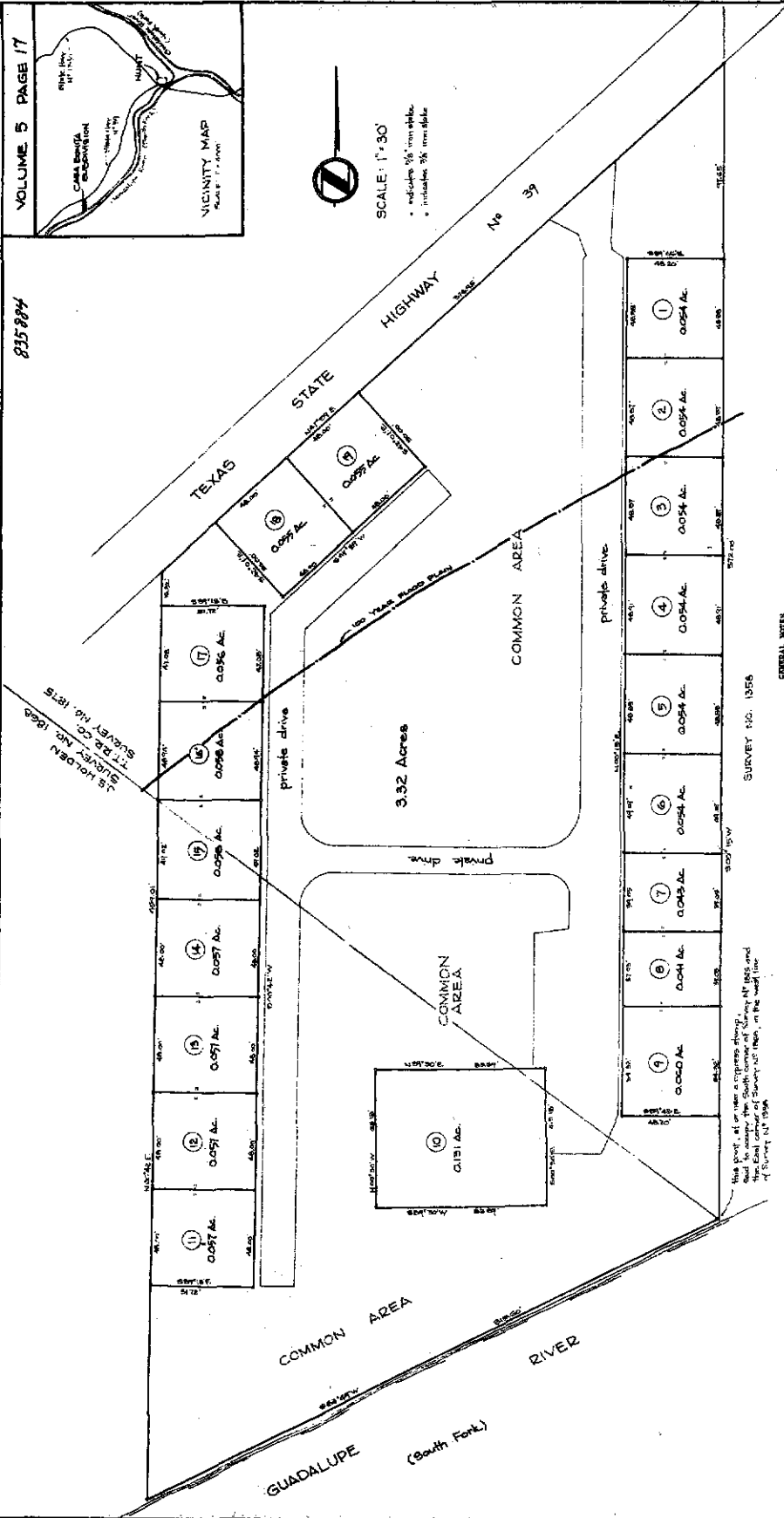
OTHER EXCEPTIONS

- Easement and Right Of Way dated June 6, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 454, Deed Records of Kerr County, Texas.
- Guy and Anchorage Consent dated September 29, 1936 to Texas Power and Light Company, recorded in Volume 60, Page 647, Deed Records of Kerr County, Texas. (AS PER LOTS 1-10 & 15-20 ONLY)
- Easement dated July 30, 1945 to L.C.R.A., recorded in Volume 76, Page 461, Deed Records of Kerr County, Texas.
- Easement dated October 15, 1948 to L.C.R.A., recorded in Volume 1, Page 249, Easement Records of Kerr County, Texas.
- Easement dated December 18, 1956 to L.C.R.A., recorded in Volume 2, Page 604, Easement Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Plat recorded in Volume 5, Page 17 and Replat recorded in Volume 5, Page 55, Plat Records of Kerr County, Texas.
- Resident's easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, dated July 27, 1983, recorded in Volume 280, Page 462, Deed Records of Kerr County, Texas; and as outlined in Volume 507, Page 54, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated July 27, 1983, recorded in Volume 280, Page 462, Deed Records of Kerr County, Texas, being amended in Volume 1071, Page 411, Real Property Records of Kerr County, Texas.
- Easements reserved in the Restrictions recorded in Volume 280, Page 462, Deed Records of Kerr County, Texas.
- Permit To Use State Water No. 5352 issued July 10, 1991, recorded in Volume 602, Page 530, Real Property Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated February 15, 1991 to Hill Country Telephone Cooperative, Inc., recorded in Volume 627, Page 780, Real Property Records of Kerr County, Texas.
- Sanitary Control Easement dated July 27, 2001 recorded in Volume 1137, Page 713, Real Property Records of Kerr County, Texas. ((Affects Lots 20, 1, and 2 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)



SCALE: 1" = 30'

• indicates 1/4" iron stake
• indicates 3/8" iron stake



I hereby certify that this plat is an accurate representation of the property shown and described herein as determined by a survey made on the ground and as shown on the attached survey map, and that the same was made to establish Patent Survey lines or corners.



Dated this 10th day of July, 1983.

D. E. Votaw
D. E. Votaw
Registered Professional Engineer and
Registered Public Surveyor No. 643

GENERAL NOTES

No building or other structure shall be erected on any lot narrower than four (4) feet from any front or side lot line.

Utility easements five (5) feet in width are reserved along and abutting rear lines of all lots including locations for lot #9's with anchors, and for service lines across lots as required.

All drives and common areas are to remain in the undivided private ownership of lot owners within the subdivision.

SURVEY NO. 1356

This plat, as shown on the attached survey map, was filed for record on the 11th day of July, 1983, at 1:00 p.m., in the public office of the County Clerk of Kerr County, Texas, and the same is hereby acknowledged to be the true and correct plat of the subdivision.

STATE OF TEXAS
COUNTY OF KERR

Know all men by these presents:

That we, Harry Sogell and David Houston, are contract owners of the property shown and described herein and that we adopt this plan of subdivision with our free consent.

Witness our hands this 8th day of July, 1983.

Harry Sogell
Harry Sogell

David Houston
David Houston

STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared Harry Sogell and David Houston, known to me to be the persons whose names are subscribed to the foregoing instrument of writing and acknowledged to me that they executed the same for the purposes stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of July, 1983.

[Signature]
Notary Public
State of Texas
Commission Expires 01-06-85



APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS
on the 11th day of July, 1983 by Order No. 15093

FILED for record on the 10th day of July, 1983 at 1:00 p.m.

D. E. Votaw, N.

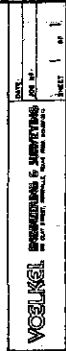
Notary Public on the 10th day of July, 1983 at 1:00 p.m. Clerk

at N. to Volume 5 at Page 17 of the Public Records of Kerr County, Texas.

[Signature]
Notary Public

CASA BONITA SUBDIVISION

A SUBDIVISION OF 3.32 ACRES OF LAND, MORE OR LESS, COMPRISING APPROXIMATELY 23.0 ACRES OUT OF T.12R. 6S SURVEY N. 1919, ABSTRACT N. 1264 AND 1.12 ACRES OUT OF J.S. HOLDEN SURVEY N. 1869, ABSTRACT N. 1376 IN KERR COUNTY, TEXAS



GENERAL NOTES

No building or other structure shall be erected on any lot nearer than four (4) feet from any front or side lot line.

Utility Easements five (5) feet in width are reserved along and abutting rear lines of all lots including locations as necessary for pole guys with anchors, and for service lines across lots as required.

All drives and common areas are to remain in the undivided private ownership of lot owners within the subdivision.

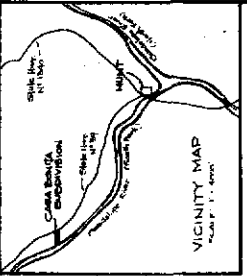
COMMISSIONERS COURT OF KERR COUNTY, TEXAS

of July, 1983 by Order No. 15093

d on the 28th day of July, 1983 at 11:00

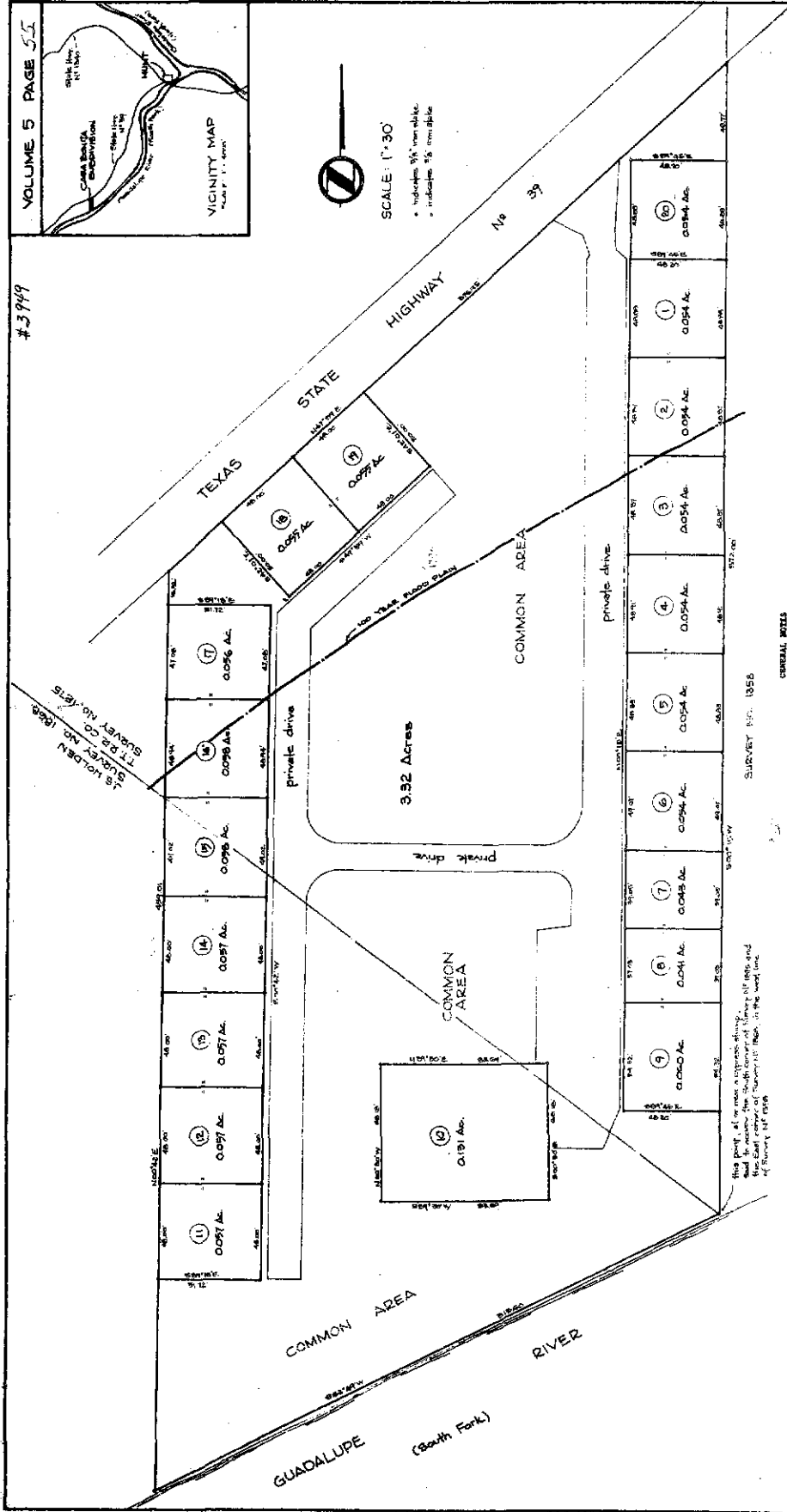
28th day of July, 1983 at 11:05 o'clock

me 5 at Page 17 of the Plat



SCALE: 1"=30'

- indicates 1/4 acre
- indicates 1/2 acre
- indicates 3/4 acre



I hereby certify that this plat is an accurate representation of the property shown and described herein as determined by a survey made on the ground and as shown on the attached map and that the same was made to establish Patent Survey lines or corners.

Dated this 10th day of July, 1963.

D. K. Vossell
D. K. Vossell
Registered Professional Engineer and
Registered Public Surveyor No. 443
Corpus Christi, Texas

A REPLAT FOR
CASA BONITA SUBDIVISION
A SUBDIVISION OF 3.32 ACRES OF LAND, MORE OR LESS, COMPRISING APPROXIMATELY 2.20 ACRES OUT OF T.T. R.R. CO. SURVEY NO. 1875, ABSTRACT NO. 1264 AND 1.12 ACRES OUT OF J.S. HOLDEN SURVEY NO. 1848, ABSTRACT NO. 1376 IN KERR COUNTY, TEXAS

CURIAL NOTES

No building or other structure shall be erected on any lot smaller than four (4) feet from any front or side lot line.

Utility easements five (5) feet in width are reserved along and abutting the lines of all lots including frontages on the Guadalupe River for all lots with such, and for service lines across any lot required.

All drives and common areas are to remain in the undivided private ownership of lot owners within the subdivision.

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS
on the 14th day of May, 1964 by order No. 15877

Filed for record on the 16th day of May, 1964 at 2:54
O'Clock P. M.

Recorded on the 16th day of May, 1964 at 2:55 O'Clock
P. M. in Volume 5 at Page 55 of the Plat Records of
Kerr County, Texas.



John H. Houston
Notary Public, Kerr County, Texas

STATE OF TEXAS
COUNTY OF KERR

Given under my hand and seal of office this 8th day of July, 1963.

David Houston
David Houston

STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared Mary Sorrell and David Houston, known to me to be the persons whose names are subscribed to the foregoing instrument of writing and acknowledged to me that they executed the same for the purposes stated therein.

Given under my hand and seal of office this 8th day of July, 1963.

D. K. Vossell
D. K. Vossell, Notary Public
State of Texas
Commission Expires 05-06-65



S 00° 15' W

572.00'

SURVEY NO. 1358

GENERAL NOTES

No building or other structure shall be erected on any lot nearer than four (4) feet from any front or side lot line.

Utility Easements five (5) feet in width are reserved along and abutting rear lines of all lots including locations as necessary for pole guys with anchors, and for service lines across lots as required.

All drives and common areas are to remain in the undivided private ownership of lot owners within the subdivision.

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS

the 14th day of May, 1984 by Order No. 15473

said court.

FILED for record on the 15th day of May, 1984 at 2:54

Clock Q. M.

RECORDED on the 15th day of May, 1984 at 2:55 O'Clock

. M. is Volume 5 at Page 55 of the Plat Records of
Kerr County, Texas.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CASA BONITA SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 27th day of July, 1983, by H & S ASSOCIATES ("Declarant");

W I T N E S S E H:

A. Declarant is the owner of the real property referred to in Article II of this Declaration, and desires to create on said property a residential community with residential lots, open spaces and other common facilities for the benefit of the community.

B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and to this end desires to subject the real property referred to in Article II (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

C. Declarant has deemed it desirable for the efficient preservation of the values and amenities in such community, to create an agency to which would be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and distributing the assessments and charges hereinafter created and provided for.

D. Declarant will cause to be incorporated under the laws of the State of Texas, a nonprofit corporation, CASA BONITA OWNERS ASSOCIATION.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to the CASA BONITA OWNERS ASSOCIATION.

(b) "Properties" shall mean and refer to all of the property subject to this Declaration pursuant to the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land designated as Common Properties on the plat of the Properties, together with any and all improvements that are now or may hereafter be constructed thereon, and all equipment and facilities thereon, including without limitation water and septic-sewer facilities.

(d) "Lot" shall mean and refer to each of the tracts or plots of land lying within the Existing Property.

(e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers, or who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Lot from such a record owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Lot.

(f) "Member" shall mean and refer to each Owner as provided herein in Article III.

(g) "Declarant" shall mean and refer to H & S ASSOCIATES, its successors and assigns, if (i) such successors and assigns should acquire more than one undeveloped Lot from the said H & S ASSOCIATES for the purpose of development, and (ii) any such assignee shall receive by assignment from said H & S ASSOCIATES all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(h) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 1 of Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Kerr County, State of Texas, and is more particularly described in EXHIBIT "A," attached hereto and made a part hereof for all purposes.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall upon the acquisition, by original purchase or transfer, of the fee or undivided fee interest in such Lot, automatically be a Member of the Association and entitled to all rights of the Members, as herein provided including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof.

Section 2. Classes of Membership. The Association shall have one class of voting membership.

Section 3. Quorum and Notice Requirements.

(a) Subject to the provisions of paragraph (c) of this Section, any action authorized by Sections 4 and 5 of Article V shall require the assent of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in paragraph (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding, any action referred to in paragraph (a) of this Section may be taken with the assent given in writing and signed by two-thirds (2/3) of the Members of each class.

(d) Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-Laws, as same may be amended from time to time.

Section 4. Leases. Every Owner shall own a fee or undivided fee interest in a Lot, as herein provided, but an Owner may lease a Lot pursuant to a written lease agreement and may delegate to such tenant the right and easement of use and enjoyment in and to the Common Properties subject to, and as provided in, the provisions of this Declaration and the By-Laws and Articles of Incorporation of the Association; and any such lease or lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee thereunder to comply with the terms and provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association shall be and constitute a default under such lease.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Kerr County, Texas, prior to the date of the conveyance of the first Lot to an Owner.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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

(b) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the homeowners hereunder;

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

(d) The right of the Association, as provided in its By-Laws, to suspend membership rights for any period during which any assessment against a Lot remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations; provided, that the Association shall not deny the use of such of the Common Properties as is necessary for access to each Lot, including without limitation streets and sidewalks.

(e) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments thus collected by the Association shall constitute the maintenance fund of the Association. The annual and special capital assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on, and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment became due. The annual assessments shall be payable in monthly installments as provided in Section 7 of this Article V.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used (1) for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadways, walkways, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the repair, replacement and additions

thereto; (ii) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (iii) for carrying out the duties of the Board of Directors of the Association as set forth in Article VI hereafter (including but not limited to the payment by the Association of all assessments and charges payable in connection with the installation and maintenance of street lighting (if any) for the Properties); and (iv) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvements and Maintenance of the Common Properties Prior to Conveyance to the Association. After the date of the conveyance of the first Lot to an Owner, the Declarant shall have, at its election, the right in common with the Association to improve and maintain the Common Properties, and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, all assessments, both annual and special, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Properties as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Properties hereunder and to carry out the duties of the Board of Directors of the Association. Any sums required by Declarant to improve and maintain the Common Properties, in excess of the assessments collected by the Association, shall be borne and paid exclusively by Declarant. Without limiting or expanding the foregoing, Declarant contemplates, and may without any approval, construct and install on the Common Properties a hot tub and a childrens' wading pool.

Section 4. Basis and Amount of Annual Assessments.

(a) Until the year beginning January 1, 1984, the maximum annual assessment for each Lot shall be \$ 600.00.

(b) Although the Board of Directors shall not be required to fix assessments in each year, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum, as specified in this Section 4.

(c) Commencing with the year beginning January 1, 1984, and each year thereafter, the amount of the maximum annual assessment for the following year for each Lot may not be increased more than an amount equal to six per cent (6%) of the maximum annual assessment for the previous year (no matter the amount of the annual assessment actually fixed for the previous year), without a vote of the membership taken in accordance with the provisions of this Section 4 of Article V.

(d) Commencing with the year beginning January 1, 1984, and in each year thereafter, the amount of the maximum annual assessment for the following year for each Lot may be increased by an amount greater than six per cent (6%) of the maximum annual assessment for the previous year (no matter the amount of the annual assessment actually fixed for the previous year) if such increase shall be approved by the Association's Members, as provided in Section 3 of Article III.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4 hereof, the Board of Directors may in its discretion levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, repair, or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of the Association's Members, as provided in Section 3 of Article III. The Board of Directors shall not be required to levy in any assessment year a special assessment.

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as otherwise expressly provided in this Declaration.

Section 7. Date of Commencement of Assessments: Due Dates.

(a) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Properties (exclusive of any additional Common Properties made subject to this Declaration pursuant to Article II hereof) and shall be payable in equal monthly installments, in advance, on the first day of each month thereafter.

(b) The due date or dates, if it is to be paid in installments, of any special assessment under Section 5 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 8. Duties with Respect to Assessments.

(a) If the Board of Directors decides to fix and set annual assessments, the Board of Directors of the Association shall so fix the amount of the assessment against each Lot at least by November 1 in the year prior to each annual calendar assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association; Sale by Delinquent Owner.

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his Lot shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect, except as otherwise expressly provided in this Section. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

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

(c) No Owner shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, unless and until such Owner shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof, that such Owner is not delinquent in the payment of such assessments as of the date thereof, that such Owner is not in violation of any Covenants, Conditions and Restrictions or Rules and Regulations of the Association and that such Owner is otherwise in good standing with the Association. Such certificate shall be furnished by the Board of Directors in accordance with subparagraph (c) of Section 8 of this Article V. Any sale, transfer or conveyance by any Owner not in compliance with this subparagraph (c) of Section 9, Article V, shall be void and of no force and effect. Any transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a first and prior lien on a Lot are expressly excluded from the provisions and requirements of this subparagraph (c) of Section 9, Article V.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any first mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment if the mortgage or deed of trust is placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the annual assessment for such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of any first mortgage or deed of trust comes into possession of a Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession, except for claims for a share of such charges or assessments resulting from a re-allocation of such charges or assessments to all Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

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

(b) All Common Properties as defined in Article I hereof.

Section 12. Omission of Assessments. The omission of the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is filed.

Section 13. Rights of First Mortgagees. The holders of first mortgages or deeds of trust constituting and creating a first and prior lien on a Lot ("First Mortgagee") shall, upon written request to the Association, be entitled to written notification of any default by the mortgagor of any Lot covered by a First Mortgagee's first lien deed of trust or mortgage in the performance of such mortgagor's obligations under the Declaration, the By-Laws of the Association, or the Articles of Incorporation of the Association, which is not cured within thirty (30) days. First

Mortgagees shall, upon written request to the Association, have the right to (i) examine and inspect the books and records of the Association during normal business hours, (ii) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association, (iii) receive written notice of all meetings of the Association and designate a representative to attend all such meetings, (iv) receive timely written notice of any substantial damage to or destruction of any improvements on any portion of the Property, including any improvements on the Common Properties, and (v) receive timely written notice of any condemnation or eminent domain proceedings with respect to any portion of the Properties, including the Common Properties. First Mortgagees shall have the right, at their option, to jointly or singly, pay taxes or other charges which are in default or which may or have become a charge against any portion of the Common Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Properties, and the First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. First Mortgagees shall, upon written request to the Association, be entitled to not less than thirty (30) days prior written notice of any meeting of the members of the Association called for the purpose of considering (i) abandonment or termination of the development created and established by the Declaration, (ii) any material amendments to this Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association, and (iii) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Association and the development created and established by this Declaration; provided, however, that professional management of the Association and the development shall not be required. Unless all First Mortgagees shall have given their prior written approval, the Association shall not be entitled by act or omission.

(a) to abandon, alienate, release, hypothecate, partition, subdivide, encumber, sell or transfer the Common Properties, except the grant of easements for utilities and similar or related purposes,

(b) to change the method of determining the obligations, assessments, dues or other charges which may be levied against Owners and Lots,

(c) to change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of any residential dwelling on any Lots, exterior maintenance, maintenance of common fences and driveways, or the upkeep of lawns and plantings within the Properties,

(d) to fail to maintain fire and extended coverage on insurable Common Properties on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement cost), and

(e) to use hazard insurance proceeds or condemnation proceeds for losses to any of the Common Properties by virtue of casualty damage or condemnation for other than the repair, replacement or reconstruction thereof.

ARTICLE VI

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board, for the benefit of the Properties and the Owners, shall provide, and shall pay for out of the maintenance fund provided for in Section 1 of Article V above, the following:

(a) Assessments and charges for installation and maintenance charges for street lighting, if any, for the Properties, and taxes, assessments and other charges which shall properly be assessed or charged against the Common Properties.

(b) Exterior maintenance on the Common Properties, which shall include and be limited to (i) maintenance (including painting) of the exterior walls, downspouts, gutters, fences and roof, (ii) maintenance of streets, driveways and sidewalks, and (iii) maintenance of exterior grounds, including care of trees, shrubs and grass and sprinkler system (if installed).

(c) Care and preservation of the Common Properties and full maintenance of a utility service for the Common Properties; the furnishing and upkeep of any desired personal property for use in the Common Properties.

(d) The services of a person or firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager; provided, however, that any management agreement will be terminable by the Association for cause upon thirty (30) days' written notice thereof, will have a term not to exceed one year and will be renewable by agreement of the parties for successive one-year periods.

(e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds; provided, that under no circumstances shall the Board be authorized to provide or pay for fire, casualty or other insurance insuring the interest of any Owner in his Lot.

(g) Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as may be required by the By-Laws or as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance on Association owned property, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(j) To execute all declarations of ownership for tax assessment purposes with regard to the Common Properties on behalf of all owners.

(k) Subject to the provisions of its Articles of Incorporation, to borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(l) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association, expressly including the power to enter into management and maintenance contracts.

(m) To protect or defend the Common Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements,

(n) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by the Members in the portions affected (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of the swimming pools or other common recreational areas during certain periods by youthful persons, visitors or otherwise).

(o) To make available to each Owner within sixty (60) days after the end of each year an annual report.

(p) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(q) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof (including but not limited to the maintenance and repair of swimming pools and fences owned by any such Owner), such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

ARTICLE VII

USE OF LOTS AND COMMON PROPERTIES - PROTECTIVE COVENANTS

The Properties (and each Lot situated therein) and the Common Properties shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single family residential purposes, and carports and parking spaces shall be used exclusively for the parking of passenger automobiles, other than automobiles designed and used for competitive racing. No planes, trailers, boats, campers, abandoned cars or trucks shall be parked or housed outside garages or in carports and parking spaces, except as otherwise provided in Section 11 of this Article.

Section 2. Obstructions, Etc. There shall be no obstruction of the Common Properties, nor shall anything be kept or stored in the Common Properties, nor shall anything be altered, or constructed or planted in, or removed from the Common Properties, without the written consent of the Board.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Properties which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

Section 4. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Properties, without the prior consent of the Board, except signs temporarily used by Declarant in the development, sale or leasing of Lots.

Section 5. Nuisances. Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any home, unless such attachments shall have been first submitted to and approved by the Architectural Control Committee hereinafter provided.

Section 7. Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance.

Section 8. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies; and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

Section 9. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

Section 10. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers.

Section 11. Boats. Neither a motorboat, houseboat or other similar water-borne vehicle nor any "camper" vehicle may be maintained, stored or kept on any parcel of property covered by these covenants except in an enclosed garage thereon; provided, that the Board of Directors may, but shall not be required, to designate any area where such motorboats, etc. may be stored, parked or housed, for which storing, etc. the Board of Directors may, but shall not be required, to prescribe fees.

Section 12. Drainage and Maintenance. Each Owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, his Lot by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage. Each Owner

shall not obstruct or in any way prevent other Owners from exercising their rights of ingress and egress over and upon his Lot for the maintenance and repair of such other Owners' Lot, as provided in Article IX, Section 5.

ARTICLE VIII

ARCHITECTURAL CONTROL

Anything contained in the foregoing Article VII of this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Properties nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected, or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee (hereinafter called the "Committee") appointed by the Board of Directors of the Association, and (2) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Committee, or by the Board of Directors; provided, however, that the provisions of this Article VIII shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by the Owner to the Committee and retained by the Committee. In the event the Committee, or the Board of Directors, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Committee nor the Board of Directors shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article.

ARTICLE IX

EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting) and drainage facilities and floodway easements over, under and across the Properties are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under, and across the Properties. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Properties, Declarant will by written instrument recorded in the Deed Records of Kerr County, Texas, define the exact location of each such easement and will release the remainder of the Properties from the provisions of this Section. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company affected may not have executed such instrument.

Section 2. Overhang and Encroachment Easements. Declarant hereby reserves for itself, the Association and each Owner, an easement and right of overhang and encroachment with respect to any dwelling originally constructed by Declarant, but not otherwise, for the overhang of the roof of any such originally constructed dwelling and for the encroachment of any such originally constructed dwelling upon another adjoining Lot and/or the Common Properties, as a result of the construction, repair, shifting, settlement or movement of any portion of any such originally constructed dwelling, together with an easement and right of ingress and egress for the maintenance of the portion of such dwelling so encroaching or overhanging.

Section 3. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land and subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change.

Section 2. Amendments. Except as provided in Section 1 or this Section 2 of Article X, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of a majority of the Members, if abolished, amended and/or changed during the first twenty (20) year period of this Declaration, and thereafter only with the consent of seventy-five per cent (75%) of the Members, and in each case such amendment shall be evidenced by a document in writing bearing such of their signatures; provided, however, that the Declarant shall have the right to amend this Declaration at any time, and from time to time, without the consent of any other Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental or quasi-governmental authority involved in financing the improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notice required to be given to any Member or Owner or otherwise under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States Mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

Section 7. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

Section 8. Resubdivision. No Lot may be resubdivided or replatted without the prior written consent of Declarant; each Owner (as defined in the Declaration) hereby delegating to Declarant the right and authority to approve or disapprove the same and each Owner hereby expressly waiving any right to approve the same and any notice of the same. Subject to the approval of any and all appropriate governmental agencies having jurisdiction thereof, Declarant hereby reserves the right at any time while it is the owner thereof to resubdivide and replat any Lot without the consent of any other Owner and each such Owner expressly waives any notice of, and any right to consent to, any such resubdivision, replat, modification or waiver, as herein set forth without any notice to, or consent of, any such Owner. Further, each Owner expressly waives any rights such Owner may have to notice of, consent to, or approval of any such resubdivision or replat, under any applicable laws, ordinances, rules or regulations, including without limitation, the provisions of Article 974a, Texas Revised Civil Statutes.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and on its behalf, this 27th day of July, 1983.

FILED FOR RECORD

at 11:00 o'clock A.M.

JUL 28 1983

PATRICIA DYE

Clerk, County Court, Kerr County, Texas
By Heath McLean Deputy

DECLARANT:

H & S ASSOCIATES

By Marty Sorrell

Marty Sorrell

By David Houston

David Houston

THE STATE OF TEXAS I

THE COUNTY OF KERR I

This instrument was acknowledged before me on the 27th day of July, 1983, by Marty Sorrell & David Houston of H & S ASSOCIATES, a partnership, on behalf of said partnership.

Jimmiel L. Peschel
Notary Public, State of Texas

Jimmiel L. Peschel
(Notary's Printed Name)

My Commission Expires: 1/31/85

Being all of a certain tract or parcel of land comprising approximately 2.20 acres out of T.T. R.R. Co. Survey No. 1875, Abstract No. 1264 and approximately 1.12 acres out of J. S. Holden Survey No. 1868, Abstract No. 1376, for a total of 3.32 acres, more or less, in Kerr County, Texas; that same land conveyed as 3.34 acres from George L. Grimes, Sr. to R. R. Russell, et ux, by a Warranty Deed executed the 19th day of October, 1959, and recorded in Volume 106 at Page 156 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron stake at or near a Cypress stump on the north bank of the South Fork of the Guadalupe River for the southeast corner of the herein described tract; said Cypress stump said to occupy the south corner of said Survey No. 1875 and the east corner of said Survey No. 1868 in the west line of Charles Wachter Survey No. 1358;

THENCE, along or near the said north bank of the South Fork of the Guadalupe River, S. 63° 49' W., 315.60 ft. to a 5/8" iron stake set for the southwest corner of the herein described tract;

THENCE, N. 00° 42' E., at approximately 9.4 ft. passing a fence cornerpost, then continuing along or near a fence for a total distance of 459.01 ft. to a fence cornerpost marked with a 5/8" iron stake in the occupied southeast right-of-way line of Texas State Highway No. 39 for the northwest corner of the herein described tract;

THENCE, along or near a fence and the occupied southeast right-of-way line of said State Highway No. 39, N. 47° 59' E. 376.95 ft. to a fence cornerpost marked with a 5/8" iron stake for the northeast corner of the herein described tract;

THENCE, along or near a fence and the occupied common line between said Surveys Nos. 1875 and 1358, S. 00° 15' W., at approximately 556.6 ft. passing a fence cornerpost, then continuing not along a fence for a total distance of 572.00 ft. to the PLACE OF BEGINNING, containing 3.32 acres of land, more or less, within these metes and bounds.

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

*Fidelity Abstract
& Title Co.*

VOL 280 PAGE 477

Restrictions

825883

*Casa Bonita Subd
to
The Public*

FILED FOR RECORD

at 11:00 o'clock A.M.

JUL 28 1983

PATRICIA DYE

Clerk County Court, Kerr County, Texas
By Dean M. Gura Deputy

Return to:

H & S Associates

*% Fidelity Abstract
& Title Co.*

Filed for record July 28, 1983 at 11:00 o'clock A.M.
Recorded August 2, 1983
PATRICIA DYE, Clerk

By Mary C. Hanson Deputy

2297

VOL. 507 PAGE 54

CASA BONITA SUBDIVISION
Common Property

April 1, 1989

At a called meeting of the Casa Bonita Owner's Association at Casa Bonita, Hunt, Texas, with all members present except Dr. Al Brady and First National Bank, by a unanimous vote, with no dissenting votes, the following motion was made, seconded, and passed.

"All 'Common Properties' are the areas of land designated on either side of Highway 39, as described on Exhibits A and B attached, owned and operated by the Casa Bonita Owner's Association. All improvements on property now and hereafter constructed thereon, and all equipment and facilities thereon are property of all the members of Casa Bonita Owner's Association. These common areas are divided into 20 parts with each lot owner having a 1/20th undivided ownership in all common areas.

FILED FOR RECORD

at 4:33 o'clock

Patsy S. Smith
Patsy S. Smith
President

Casa Bonita Owner's Assoc

APR 20 1989

THE STATE OF TEXAS
COUNTY OF KERR

PATRICIA DYE

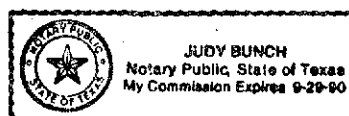
Clerk County Court, Kerr County, Texas

Patricia Dye
Dye

Before me, the undersigned authority, on this day personally appeared Patsy S. Smith, President of Casa Bonita Owner's Association a corporation known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 20th day of April, A.D. 1989.

My commission expires: 9/29/90



Judy Bunch
Notary Public in and for
Kerr County, Texas

Return to: Patsy S. Smith
4848 S. Alameda
P.O. Box 1111 Christi TX 77834

BEGINNING at a Cypress stump on the North bank of the Guadalupe River, this stump being the recognized South corner of Survey No. 1875, TT RR. Co., and the East corner of said Survey No. 1868, J. S. Holden, in the West line of Survey No. 1358, Charles Wachter; THENCE North 572 feet to a fence corner in the S. E. right of way line of Texas State Highway No. 39 for the N. S. corner of this tract; THENCE with the fence line along Highway No. 39, S. 47 deg. 50' W. 376 feet to a fence corner for the N. W. corner of this tract; THENCE S. 0 deg. 20' W. with the fence line 467.5 feet to a fence corner on the North bank of the South Fork of the Guadalupe River; THENCE down the river with its meanders at the waters edge N. 62 deg. 18' E. 318 feet to the place of beginning, containing a total of 3.34 acres of land, more or less.

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

I. PROPERTY:

The common property of Casa Bonita Owners Association, being all of a certain tract or parcel of land containing 6.00 acres, more or less, out of T.T. R.R. Co. Survey No. 1875, Abstract No. 1264, in Kerr County, Texas; part of that land conveyed as TRACT NO. 1, 106.423 acres, to Joe D. Clayton, Trustee, from: 1) Robert M. Perry by a Warranty Deed executed the 14th day of May 1985, and recorded in Volume 328, Page 180; and 2) Suzanne Perry by a Warranty Deed executed the 4th day of June, 1985, and recorded in Volume 328, Page 185, both recordings in the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked with an existing 5/8" iron stake in the occupied northwest right-of-way line of Texas State Highway No. 39, in the approximate southerly east line of said Survey No. 1875 for the southeast corner of the herein described tract and said TRACT NO. 1; which point bears, approximately 600 ft. North from a point on the north bank of the Guadalupe River for a common corner of said Survey No. 1875 and G.C. & S.F. R.R. Co. Survey No. 1868;

THENCE with the said northwest right-of-way line of State Highway No. 39, the southeast line of said TRACT NO. 1, S. 47° 56' W., parallel to and approximately 19 ft. from the centerline of said highway, 465.00 ft. to a 1/2" iron stake set for the southwest corner of the herein described tract;

THENCE upon, over and across said TRACT NO. 1, North 909.70 ft. to a 1/2" iron stake set for the northwest corner of the herein described tract;

THENCE continuing upon, over and across said TRACT NO. 1, East, 348.60 ft. to a 1/2" iron stake set in a fence, the occupied southerly east line of said TRACT NO. 1 and Survey No. 1875 for the northeast corner of the herein described tract;

THENCE along or near said fence with the occupied southerly east line of TRACT NO. 1 and Survey No. 1875, S. 00° 19' W., 598.22 ft. to the PLACE OF BEGINNING.

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

RECORDED IN Real Property
FILE DATE: Apr. 20, 1989
FILE TIME: 4:33 O'CLOCK P. M.
VOL. 507 PAGE 54
RECORDING DATE

APR 24 1989

APR 24 1989



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Deputy
Deputy

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CASA BONITA SUBDIVISION**

WITNESSETH

WHEREAS, the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASA BONITA SUBDIVISION" (hereafter referred to as "CC&Rs") is recorded in Volume 280, Page 462 of the Deed Records of Kerr County, Texas.

WHEREAS, ARTICLE X, Section 2 provides that "the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of a majority of the Members, if abolished, amended and/or changed during the first twenty (20) year period of this Declaration".

WHEREAS, all homeowners were given thirty (30) days notice that the meeting to amend the "CC&Rs" would be held on January 26, 1998, at 11:00 A.M. in the offices of Mike Childers located at 222 Sidney Baker South, Kerrville, Texas.

WHEREAS, the meeting was called to order at 11:00 A.M. on January 26, 1998, and the members in attendance were:

<u>NAME</u>	<u>PERCENTAGE OWNERSHIP</u>
Marilyn Robbins	55%

WHEREAS, the Members in attendance did constitute a majority of the Members.

WHEREFOR, the following amendments and/or changes to the "CC&Rs" were proposed.

(1)

ARTICLE I shall have the following added to it:

(i) "Officers of the Association", "The Board of Directors" and "The Architectural Control Committee" shall all consist of the same Members duly elected by a majority of Members.

(j) "By-Laws" shall consist of and be identical to "The Covenants, Conditions and Restrictions for Casa Bonita Subdivision.

(2)

ARTICLE III Section 1 shall be changed to:

Every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall upon the acquisition, by original purchase or transfer, of the fee or undivided fee interest in such Lot, automatically be a Member of the Association. An Owner of multiple Lots shall be deemed to have Multiple Memberships equal to the number of Lots owned. Every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall be entitled to all rights of the Members, as herein provided including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof.

(3)

ARTICLE III, Section 3 (a) shall be changed to:

Subject to the provisions of paragraph (c) of this section, any action authorized by Section 4 and of Article V shall require the assent of a majority of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(4)

ARTICLE III, Section 3 (b) shall be changed to:

The quorum required for any action referred to in paragraph (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast a majority of the votes shall constitute a quorum. If the required quorum is not present at the at the meeting, one additional meeting may be called, subject to the notice requirement herein above set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(5)

ARTICLE III, Section 3 (c) shall be changed to:

Any provision of this Declaration to the contrary notwithstanding, any action referred to in paragraph (a) of this Section may be taken with the assent given in writing and signed by a majority of the Members.

(6)

ARTICLE IV, Section 1 shall be changed to:

Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member who owns a Lot, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Lot shall have a right and easement appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions, or improvements to the Common Properties.

(7)

ARTICLE IV, Section 3 (b) shall be changed to:

Subject to the affirmative vote of a majority of Members entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties, and the rights of such mortgagee in the Common Properties shall be subordinate to the right of the homeowners hereunder;

(8)

ARTICLE IV, Section 3 (e) shall be changed to:

Subject to the affirmative vote of a majority of Members entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

(9)

ARTICLE V, Section 11 shall have the following added:

(c) Any Lot that is restricted from adding improvements as a result of permitting or regulatory requirements.

(10)

ARTICLE VII, Section 4 shall be changed to:

No sign of any kind shall be displayed to the public view on or from any part of the Properties, without the prior consent of the Board, except signs temporarily used by Members in the sale or leasing of Lots.

(11)

ARTICLE VII, Section 9 shall be changed to:

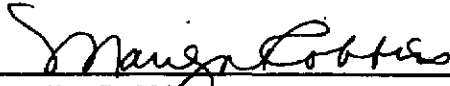
No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance, are kept on a leash and any bodily waste produced by such animals is immediately removed from all Common Areas. The Board of Directors shall be authorized to create a schedule of and levy fines on any Member violating the provisions of this section.

(12)

ARTICLE VIII shall be changed to:


Anything contained in the foregoing Article VII of this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Properties nor erection of or any changes in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall commenced, erected, or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee (hereinafter call the "Committee") appointed by the Board of Directors of the Association, and (2) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony (but not necessarily identical to) to external design, appearance, and location in relation to surrounding structures and topography by the Committee, or by the Board of Directors; provided, however, that the provisions of this Article VII shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by the Owner to the Committee and retained by the Committee. In the event the Committee, or the Board of Directors, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the Members of the Committee nor the Board of Directors shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article.

IN WITNESS WHEREOF, Marilyn Robbins, Member and Majority Owner of Casa Bonita Subdivision, has caused this instrument to be executed in her name and on her behalf, this 26th day of January, 1998.


Marilyn Robbins

SIGNED AND SWORN BEFORE ME, this 26th Day of January, 1998.




Notary Public in and for the State of Texas

✓ FILED BY & RETURN TO:
MARILYN ROBBINS
747 ALPINE DRIVE
KERRVILLE, TX 78028

FILED FOR RECORD
at 2:10 o'clock P.M.

JAN 26 1998

BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
 Deputy

RECORD Real Property
VOL 934 PG 163
RECORDING DATE

JAN 27 1998




COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS)
COUNTY OF KERR

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the same stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JAN 27 1998




COUNTY CLERK, KERR COUNTY, TEXAS

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

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CASA BONITA SUBDIVISION

WITNESSETH

WHEREAS, the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASA BONITA SUBDIVISION" (hereafter referred to as "CC&Rs") is recorded in Volume 280, Page 462 of the Deed Records of Kerr County, Texas.

WHEREAS, ARTICLE X, Section 2 provides that "the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of a majority of the Members, if abolished, amended and/or changed during the first twenty (20) year period of this Declaration".

WHEREAS, all Members were given thirty (30) days notice that the meeting to amend the "CCRs" would be held on June 17, 2000, at 10:00 a.m. at Casa Bonita in Hunt, Texas.

WHEREAS, the meeting was called to order at 10:00 a.m., on June 17, 2000 and sixteen of the Members were present and/or voting by proxy constituting a majority of the Members.

WHEREFOR, the following amendments and/or changes to the "CCRs" were approved by majority vote:

(1)

ARTICLE III, Section 1 shall be changed to:

Every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall upon the acquisition, by original purchase or transfer, of the fee or undivided fee interest in such Lot, automatically be a Member of the Association and entitled to all rights of the Members, as herein provided including the rights with respect to the Common Properties, subject, however, to the terms and conditions hereof. A Membership is assigned to each Lot. Owners of multiple Lots shall have multiple Memberships and multiple voting rights equal to the number of Lots owned.

(2)

ARTICLE III, Section 3 (a) shall be changed to:

Subject to the provisions of paragraph (c) of this section, any action authorized by Section 4 and 5 of Article V shall require the assent of a majority of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(3)

ARTICLE III, Section 3 (b) shall be changed to :

The quorum required for any action referred to in paragraph (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast a majority of the votes shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement herein above set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting;

provided, however that no such second meeting shall be held more than sixty (60) days following the first meeting.

(4)

ARTICLE III, Section 3 (c) shall be changed to:

Any provision of this Declaration to the contrary notwithstanding, any action referred to in paragraph (a) of this Section may be taken with the assent given in writing and signed by a majority of the Members.

(5)

ARTICLE IV, Section 1 Shall be changed to:

Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member who owns a Lot, and such individual who resides with either of them or who is a guest of either of them, respectively, on such Lot shall have a right and easement appurtenant to and shall pass with the title to every Lot; provided, however, such easement shall not give such person the right to make alterations, additions, or improvements to the Common Properties.

(6)

ARTICLE V, Section 4 (a) shall be changed to:

Annual assessments are established for the period June 1 through May 31 of each year in an amount determined by a majority vote of the members present and voting in a meeting called by the Board of Directors. Notice of such meeting to establish the annual assessment shall be held not less than thirty nor more than ninety days prior to June 1 of each year except that the annual assessment for the period June 1, 2000 through May 31, 2000 shall be established in a meeting of the members present and voting held on June 17, 2000.

(7)

ARTICLE V, Section 4, paragraphs (b), (c) and (d) shall be deleted.

(8)

ARTICLE V, Section 8 shall be changed to:

A roster of the Lots and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner.

(9)

ARTICLE X, Section 2 shall be changed to provide for abolishing, amending or changing the "CCRs" by a majority of the membership during the first thirty (30) years of the Declaration.

IN WITNESS WHEREOF Declarant has caused this instrument to be executed in its name and on its behalf, this 20th day of June, 2000.

DECLARANT:

BONITA OWNERS ASSOCIATION

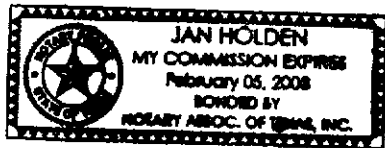
By

Neva Nicholson
Neva Nicholson, President

THE STATE OF TEXAS I

THE COUNTY OF KERR I

This instrument was acknowledged before me on the 20th day of June, 2000, by David Nicholson of Bonita Owners Association.



Jan Holden
Notary Public, State of Texas

JAN HOLDEN
(Notary's Printed Name)

My Commission Expires: 2-5-3

Filed By: David Nicholson
Return To HCl Box 156
Hunt Tx 78024

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

JUN 27 2000



Janett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 1071 PG 411
RECORDING DATE

JUN 27 2000



Janett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD
at 10:30 o'clock A M

JUN 26 2000

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Janett Pieper Deputy