

Item: **STONE RIDGE ESTATES**

(Category: RESTRICTIONS)

Volume 4, Page 108, Plat Records of Kerr County, Texas; Volume 207, Page 277, Deed Records of Kerr County, Texas; Volume 974, Page 828, 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.

AND 1551/411

Item: **STONE RIDGE ESTATES**

(Category: Subdivisions)

- a. Easement to L.C.R.A., dated April 9, 1946, recorded in Volume 79, Page 127, Deed Records of Kerr County, Texas.
- b. Easement to L.C.R.A., dated March 29, 1956, recorded in Volume 2, Page 589, Easement Records of Kerr County, Texas.
- c. Mineral reservation by Grantor, as described in instrument from Kerrville Hills Ranch Estates, Inc., a Texas corporation, to Carl Harvey Brinkman and Jack Moore, dated April 17, 1978, recorded in Volume 207, Page 277, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- d. Road and utility easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 108, Plat Records of Kerr County, Texas.
- e. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 207, Page 277, Deed Records of Kerr County, Texas and Volume 974, Page 828, Real Property Records of Kerr County, Texas.
- f. Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 207, Page 277, Deed Records of Kerr County, Texas, and Volume 974, Page 828, Real Property Records of Kerr County, Texas.
- g. Any visible and/or apparent roadways or easements over or across the subject property.
- h. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

[illegible][illegible][illegible]

COMPRISING 70.24 ACRES OF LAND
OUT OF NATHANIEL HOYT SURVEY NO.
147, ABSTRACT NO. 178, IN KERR
COUNTY, TEXAS.

OWNER - DEVELOPER .
C. HARVEY BRINKMAN
FEBRUARY, 1978

782514

WARRANTY DEED WITH VENDOR'S LIEN

VOL. 207 PAGE 272

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR X

THAT KERRVILLE HILLS RANCH ESTATES, INC., a Texas corporation with offices in Kerrville, Kerr County, Texas, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by CARL HARVEY BRINKMAN and JACK MOORE, both of Kerr County, Texas, hereinafter called Grantees, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the said Grantees to CHAS. SCHREINER BANK of Kerrville, Kerr County, Texas, of that one certain promissory note of even date herewith in the original principal sum of \$245,540.00, upon the terms and conditions and at the rate of interest as therein provided, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Joe Burkett, Jr., Trustee, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantees above named all of the following described real property, located in Kerr County, Texas, described as follows, to-wit:

Being all of a certain 70.24 acre tract or parcel of land out of Nathaniel Hoyt Survey No. 147, Abstract No. 178 in Kerr County, Texas; part of a tract of land conveyed as 460.41 acres from Don Collette, et ux, to Kerrville Hills Ranch Estates, Inc., by a deed dated the 23rd day of January, 1971, and recorded in Volume 147 at Page 297 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a cornerpost and 1/2" iron stake for the west corner of the herein described tract and the southerly west corner of said 460.41 acre tract, in the common line between Wm. C. Francis Survey No. 146 and said Survey No. 147, which point bears approximately 5,417' N. 45° E. from the west corner of said Survey No. 147;

THENCE, along a fence and the southerly northwest line of said 460.41 acre tract and the common line between said Surveys Nos. 146 and 147; N. 46° 06' E., 2,110.68' to a 1/2" iron stake set for the north corner of the herein described tract;

THENCE, upon, over and across said 460.41 acre tract: S. 22° 42' E., 493.31'; S. 50° 19' E., 367.64'; S. 85° 09' E., 89.92'; S. 48° 11' E., 83.75'; S. 05° 24' E., 168.76' to a 1/2" iron stake set in the north line of a certain 5.0163 acre tract of land conveyed to Donald L. Peters, et ux, by a deed dated the 15th day of February, 1973, and recorded in Volume 161 at Page 399 of the Deed Records of Kerr County, Texas;

THENCE, along the north line of said Peters 5.0163 acre tract, S. 74° 14' W., at 302.42' passing a 1/2" iron stake at the north end of the northeast line of a public road easement designated as Ridge Road on the Plat of Kerrville Hills Ranch Estates No. 1, recorded in Volume 3 at Page 74 of the Plat Records of Kerr County, Texas, then continuing across the end of the northeasterly one-half of said Ridge Road (reserved in said Donald L. Peters deed, a total distance of 332.42' to a 1/2" iron stake at the northerly end of the centerline of said Ridge Road at the west corner of said Peters 5.0163 acre tract;

THENCE, along the centerline of said Ridge Road, the southwest line of said 5.0163 acre tract, S. 17° 22' E., 53.72' to a 1/2" iron stake;

THENCE, again upon said Kerrville Hills Ranch Estates, Inc., 460.41 acre tract; S. 74° 49' W., at 16.32' passing the north corner of a water storage reservoir site, then along a 7' high chain-link fence for a total distance of 78.57' to steel cornerpost at the west corner of said water storage reservoir site; S. 16° 37' E., 76.70' along a 7' high chain-link fence to a steel cornerpost at the south corner of said water storage reservoir site; S. 02° 09' N., 33.20'; S. 48° 41' E., 25.79'; and N. 55° 29' E., 80.79' to a 1/2" iron stake in the southwest line of said Peters 5.0163 acre tract and the centerline of said Ridge Road;

THENCE, along the centerline of said Ridge Road, S. 17° 21' E., at 243.76' passing the south corner of said Peters 5.0163 acre tract, a northerly corner of said Kerrville Hills Ranch Estates No. 1 and the north corner of Tract No. 25 of said subdivision, then continuing along the northwesterly line of said subdivision and the southwest line of said Tract No. 25 for a total distance of 468.76' to a 1/2" iron stake at the east corner of Tract 24;

THENCE, along the westerly line of said Kerrville Hills Ranch Estates No. 1: S. 72° 38' W., 419.67' along the northwest line of said Tract No. 24 to its northwest corner; S. 17° 17' E., 487.81' along the southwest line of said Tract No. 24 to its southwest corner, the northwest corner of Tract No. 23, S. 16° 06' W., 429.11' along the west line of said Tract No. 23 to its southwest corner, the north corner of Tract No. 22; and S. 44° 33' W., 400.94' along the northwest line of said Tract No. 22 to an existing 1/2" iron stake at its west

corner, the south corner of the herein described tract, a southwesterly corner of said Kerrville Hills Ranch Estates No. 1, in a fence along the southerly southwest line of said Kerrville Hills Ranch Estates, Inc., 460.41 acre tract;

THENCE, along said fence and the southerly southwest line of said 460.41 acre tract, N. 43° 45' W., 1,985.37' to the PLACE OF BEGINNING, containing 70.24 acres of land within these metes and bounds.

THERE IS EXCEPTED from this conveyance and reserved unto Grantor, its successors and assigns, all of the oil, gas and other minerals (whether or not of like kind) in and under the land.

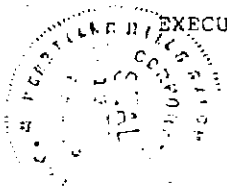
THIS CONVEYANCE IS MADE AND ACCEPTED subject to any and all easements and rights-of-way upon or affecting said land and of record or apparent on the ground.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED that the vendor's lien, as well as the superior title in and to the above described premises, property and any improvements thereon, are retained against said property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

The said CHAS. SCHREINER BANK, at the instance and request of the Grantees herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price

of the above described property as is evidenced by the above described promissory note, the vendor's lien, together with the superior title, and all rights thereunder, in and to said property herein reserved are hereby TRANSFERRED, ASSIGNED AND CONVEYED to the said CHAS. SCHREINER BANK, its successors and assigns without recourse.



EXECUTED this 17th day of April, 1978.

filed 4-18-78

KERRVILLE HILLS RANCH ESTATES, INC.

By *[Signature]*

ATTEST:

[Signature]
Secretary

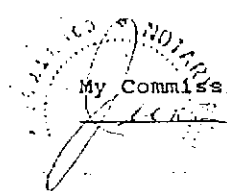
THE STATE OF TEXAS X

THE COUNTY OF KERR X

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared *[Signature]* of KERRVILLE HILLS RANCH ESTATES, INC., a corporation, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this *17th* day of *April*, 1978.

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



My Commission Expires: *June 30, 1978*

RESTRICTIONS AND RESTRICTIVE COVENANTS FOR
STONE RIDGE ESTATES

VOL 0974 PAGE 828

THE STATE OF TEXAS)(8023
THE COUNTY OF KERR)(

THAT THE CURRENT OWNERS of the forty (40) individual tracts making up that certain tract of land known as Stone Ridge Estates, collectively known as the "Stone Ridge Estates Lot Owners Association," (hereinafter referred to as "The Association"), the tract developed by C. HARVEY BRINKMAN and JACK MOORE, hereinafter collectively referred to as "Developer," located in Kerr County, Texas, hereinafter called the "Subdivision," and which Subdivision and the various tracts, parcels, lots, areas, boundaries and roadway thereof are shown on plat of such Subdivision of record in Volume 4, Page 108 of the Plat Records of Kerr County, Texas, and desiring to establish and implement a uniform plan and program for the continued development and improvement of the Subdivision and the sale, use, ownership and occupancy of the property therein, do 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.

1.

GENERAL PROVISIONS

Applicability

1. Each contract, deed or deed of trust which may predate the recording or recording date of these restrictions and restrictive covenants, but which are made expressly subject hereto, and 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 and shall constitute a public easement upon any portion of any lot in the Subdivision which lies within or is covered by any such street or road. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth. Whether shown on such plat or not, a utility easement area ten feet (10') in width, along and parallel to each property, tract or lot boundary line is reserved and dedicated to the same effect as if actually shown on said plat.

Reservations

3. A. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of

the property owners in the Subdivision to allow for the construction, repair, maintenance, operation and replacement of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Association may find necessary or proper. VOL 0974 PAGE 829

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, replace and operated such systems, utilities, appurtenances and facilities is reserved to the Association, 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, public service corporation or other party or entity is hereby expressly reserved to the Association.

D. Neither the Developer, the Association, nor either of their 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 Association shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, replace, repair, operate or maintain any utility located therein.

Duration

4. The provisions hereof constitute covenants running with the land and shall be binding upon the Developer, his heirs and assigns, and all person or parties claiming under him for a period of thirty (30) 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 (30) years or the (10) years, the owners of three-fourths (30) of the lots in the Subdivision, including the Developer if he shall then own any lot or lots, 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 (30) 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 with the concurrence of the owners of three-fourths (30) of the lots or tracts in the Subdivision, including the Developer as a lot owner if he then owns any lot or lots, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

Enforcement

5. In the event of the violation or attempted or threatened violation of any restriction, covenant or provision set forth herein, enforcement shall be authorized by any proceeding at law or in equity against any person or persons attempting, threatening or committing such violation, including proceedings to restrain or prevent such violation or

attempted or threatened violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with the applicable provision hereof; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy or legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover from the violator of any provision hereof such damages as such person has sustained by reason of the violation of such provisions. Any person or persons owning property in the Subdivision may prosecute any proceeding at law or in equity against any person or persons violating or attempting or threatening to violate any of the provisions hereof.

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 Violations on Mortgages

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

Regarding Subdivision

1. No lot shall be resubdivided, except that this prohibition shall not apply to Lots Nos. 25, 26 and 27.

Construction

2. A. No lot in the subdivision or any part thereof shall ever be used for any business or commercial purposes whatsoever.

B. Only one (1) single family residence shall be constructed on any one (1) lot in the subdivision. Subject to the following provisions hereof, one (1) garage may be constructed on any one (1) lot. Each enclosed garage must be attached to or adjacent to and form a part of the principal residence area or complex. If the wall of such garage nearest the main residence is more than fifty (50) feet distance from the nearest wall of the main residence, or is not connected to the main residence by a hallway or covered walkway, then such garage is not adjacent to and does not form part of the principal residence area or complex and is in violation of these restrictions. All garages must be constructed using the same type and quality of materials used in construction of the principal residence. Any unenclosed garage, i.e., carport, must be attached to and have the same roofing materials as the principal residence.

C. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1,500 square feet of enclosed living and heated area, not including garage and outside porches. The exterior of such dwelling shall be constructed of permanent type building materials of the usual and general use in construction of

residences in nice appearing first-class neighborhoods requiring a minimum of 1,500 square feet of heated area or more for residences. The preferred exterior construction shall consist of a least one-half (1/2) masonry, but the Architectural Committee may forego the required use of masonry and permit the use of other exterior materials such as stained cedar, redwood and glass, depending upon overall architectural design, compatibility of exterior construction materials with surrounding landscape and nearby improvements and other similar factors which the committee may deem appropriate.

D. The construction of any structure once commenced shall be diligently prosecuted and in any event shall be completed before the expiration of one hundred eighty (180) days following its commencement. No part of any residence or other building shall be closer than twenty-five (25) feet to the boundary of any street or road in the Subdivision, and no part of any residence or building shall be closer than ten (10) feet from any side or rear lot line.

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

F. Each residence 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 and any other agency or governmental unit having jurisdiction, including sufficient tanks and drain-field capacity for the expected use unless or until adequate sewer service is provided by the City of Kerrville or other governmental unit.

G. No house trailer, mobile home, camper trailer, camper vehicle, motor vehicle or any other type of movable structure or structure of a temporary character may be lived in on any lot. No tent, shack or shed or any other outbuildings, except those specifically described and permitted herein shall ever be erected or maintained on any lot in the Subdivision.

H. One barn may be erected on each lot if the plans thereof have been approved by the Architectural Committee. Such barn shall be located as far from any road as practicable and in a location, where possible, such that it cannot be readily seen from a road. The location of such barn must be constructed of nice appearing, permanent type building materials, and not constructed of tin, metal siding or the like. Construction plans and materials must be approved by the Architectural Committee prior to commencement of construction.

General

3. In addition to the foregoing specific restrictions, nothing may be done on any lot in the Subdivision which will alter the appearance of such lot as a nice appearing, well kept lot typical of a lot in a subdivision requiring a minimum of 1,500 square feet of enclosed area for its residences. For example, and by way of illustration only and not by limitation, no noxious or offensive activities shall be carried on which may be or become a public or private nuisance. No lot shall be a dumping ground for rubbish. All rubbish and household garbage shall be removed from each lot at least once each seven (7) days and no such rubbish or garbage shall be buried, burned or otherwise disposed of on any lot, except that wood, leaves, paper and other readily combustible trash may be burned if burned in an incinerator or without creating a fire hazard. No building material of any kind shall be placed or stored upon any lot, except during actual construction. No unsightly storage shall be permitted. Trucks, (except non-commercial pick-up trucks for personal use of the lot owner),

motor homes, recreational vehicles, trailers, boats with or without trailer, and ATVs shall be screened from the view of the public and other residents of the Subdivision. The previous sentence shall not apply to any lot which has any of the above listed vehicles on the property at the time of the adoption of this amendment until that lot changes ownership. The owner of each lot shall keep grass, weeds and vegetation trimmed or cut so that each lot shall remain in a neat and attractive condition. Upon failure of any owner to do so within thirty (30) days after notice to the owner, the Association may enter upon said lot and correct the problem at the expense of the Owner, provided that the charge to the Owner shall not exceed the reasonable and necessary actual expense of so doing.

III.

ANIMALS

1. The owner of any lot within the Subdivision may maintain thereon not more than two (2) riding horses and two (2) sheep or goats, provided that all such animals shall be maintained in a fenced area.

2. Except as provided in the foregoing paragraph, only dogs, cats and other common household pets shall be kept in the Subdivision, and then only upon the condition that the custodian thereof abide at all times by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control and ownership of such animals within the City including leash and vaccination ordinances and reference is here made to such ordinances and regulations for all purposes, and the same shall be deemed fully applicable to all lots in the Subdivision.

IV.

OIL AND GAS OPERATIONS

No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted 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.

WATER

The water distribution system constructed by the Developer shall be owned and maintained by the City of Kerrville. The rates and charges for water connections, installation of water meters and regulators and for water and other water services shall be those charged by the City of Kerrville for service outside the corporate limits of such city. All water lines extending from the boundary of each lot, or from the point of connection with each water meter for any lot, to any dwelling constructed upon any lot must have a minimum inside diameter of three-fourths of one inch (3/4th of 1").

VI.

FIREARMS AND HUNTING

No lot or other portion of Stone Ridge Estates shall ever be used or permitted 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.

VII.

LOT OWNERS' ASSOCIATION

WL 0974 PAGE 833

1. The Stone Ridge Estates Lot Owners' Association was established in accordance with the provisions of Article VII of the original Restrictions and Restrictive Covenants for Stone Ridge Estates adopted and promulgated by the Developers and recorded at Vol 207, Page 277 in the Kerr County Deed Records. Bylaws were adopted establishing the Association as an informal association, defining membership, providing for the election of officer and their duties and providing for annual meetings. Officers shall be a President, Vice President, Secretary and Treasurer who together shall comprise the Executive Committee. The Association shall levy an assessment against each lot and lot owner in the Subdivision sufficient in amount to meet for the next twelve (12) month period of time the expenses hereinafter provided to be borne and paid by the Association. There shall be a meeting of the members of the Association at least once each year.
2. Roadways within the Subdivision have been conveyed to Kerr County for maintenance and repair.
3. The Association shall have the right and authority to undertake such other projects as it shall elect for the mutual benefit of all lot owners within the Subdivision.
4. The Association shall from time to time, and not less often than once each year, assess against each lot and lot owner within the Subdivision an assessment and charge sufficient to meet the expenses of organizing and operating the Association and to pay the maintenance costs herein imposed upon and which may be assumed by the Association. All such assessments upon any lot in the Subdivision shall become the personal obligation of the owner of such lot, as well as an encumbrance upon such lot and the Association shall have and is hereby granted a lien upon each lot to secure payment of such assessments and such assessments shall be obligations running with the land.

VII.

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Committee is hereby created. It will be the purpose of such Committee to insure for all lot 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 Architectural Committee shall be composed of the Vice President and two lot owners appointed by the President of the Association.

The Committee shall act in all matters arising hereunder. Members of the Committee may be replaced by the Executive Committee or by a majority of the lot owners in the Subdivision. Each lot shall entitle its owner to one vote in such election, and one owner may have as many votes as the number of lots he owns, including the Developer, who may have as many votes as the number of lots he owns.

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 one of the member of the Committee on the proposed plans with the words "APPROVED this ____ day of _____, 19____." 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. The Architectural Committee is hereby empowered and authorized to approve and disapprove the location of any improvement upon any lot in the Subdivision and with respect to lots which front upon more than one street or road in the Subdivision, the Architectural Committee shall have right and authority to designate which one of such two or more streets such Improvement shall face.

VII.

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 their respective heirs, executors, administrations, successors and assigns.

IX

We, the undersigned officers of the Stone Ridge Estates Lot Owners Association, certify the above Restrictions and Covenants were approved by owners of a majority of the lots in the Subdivision by Notarized Ballot delivered to the Secretary of the Association on or before July 1, 1998 and the said Restrictions and Covenants shall become effective upon being recorded in the Deed Records of Kerr County, Texas. The original ballots are on file with the Secretary of the Association.

Executed this 5th day of Oct., 1998.

Jerre G. Kneip
Jerre G. Kneip, President

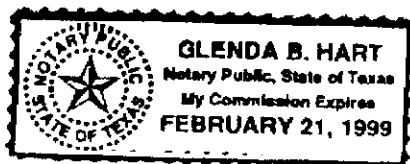
Ron Chew
Ron Chew, Secretary

STATE OF TEXAS)

COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Jerre G. Kneip and Ron Chew, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of October, 1998.



Glenda B. Hart
Notary Public in and for Kerr County, Texas

Filed by & Return to:
Jerre G. Kneip
316 Stone Ridge
Kerrville, TX 78028

Filed 5 day of Oct, 1998 TIME 9:40 AM
BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
By Madeline Deputy \$15

VOL 0974 PAGE 835

RECORD Real Property
VOL 974 PG 828
RECORDING DATE

OCT 06 1998



Belle G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

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

OCT 06 1998



Belle G. Meeker
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.

RESTRICTIONS AND RESTRICTIVE COVENANTS FOR
STONE RIDGE ESTATES
(As Amended September 1, 2006)

THE STATE OF TEXAS)
THE COUNTY OF KERR)

THAT THE CURRENT OWNERS of the forty (40) individual tracts making up that certain tract of land known as Stone Ridge Estates, collectively known as the "Stone Ridge Estates Lot Owners Association," (hereinafter referred to as "The Association"), the tract developed by C. HARVEY BRINKMAN and JACK MOORE, hereinafter collectively referred to as "Developer," located in Kerr County, Texas, hereinafter called the "Subdivision," and which Subdivision and the various tracts, parcels, lots, areas, boundaries and roadway thereof are shown on plat of such Subdivision of record in Volume 4, Page 108 of the Plat Records of Kerr County, Texas, and desiring to establish and implement a uniform plan and program for the continued development and improvement of the Subdivision and the sale, use, ownership and occupancy of the property therein, do 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 predate the recording or recording date of these restrictions and restrictive covenants, but which are made expressly subject hereto, and 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 and shall constitute a public easement upon any portion of any lot in the Subdivision which lies within or is covered by any such street or road. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth. Whether shown on such plat or not, a utility easement area ten feet (10') in width, along and parallel to each property, tract or lot boundary line is reserved and dedicated to the same effect as if actually shown on said plat.

Reservations

3. A. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the property owners in the Subdivision to allow for the construction, repair, maintenance, operation and replacement of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Association 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, replace and operate such systems, utilities, appurtenances and facilities is reserved to the Association, 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, public service corporation or other party or entity is hereby expressly reserved to the Association.

D. Neither the Developer, the Association, nor either of their 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 Association shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, replace, repair, operate or maintain any utility located therein.

Duration

4. The provisions hereof constitute covenants running with the land and shall be binding upon the Developer, his heirs and assigns, and all persons or parties claiming under him for a period of thirty (30) 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 (30) year or the (10) years, the owners of three-fourths (30) of the lots in the Subdivision, including the Developer if he shall then own any lot or lots, 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 (30) 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 with the concurrence of the owners of three-fourths (30) of the lots or tracts in the Subdivision, including the Developer as a lot owner if he then owns any lot or lots, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

Enforcement

5. In the event of the violation or attempted or threatened violation of any restriction, covenant or provision set forth herein, enforcement shall be authorized by any proceeding at law or in equity against any person or persons attempting, threatening or committing such violation, including proceedings to restrain or prevent such violation or attempted or threatened violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with the applicable provision hereof; 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 from the violator of any provision hereof such damages as such person has sustained by reason of the violation of such provisions. Any person or persons owning property in the Subdivision may prosecute any proceeding at law or in

equity against any person or persons violating or attempting or threatening to violate any of the provisions hereof.

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, estoppels, 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 Violations on Mortgages

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

Regarding Subdivision

1. No lot shall be resubdivided, except that this prohibition shall not apply to Lots Nos. 25, 26 and 27.

Construction

2. A. No lot in the subdivision or any part thereof shall ever be used for any business or commercial purposes, except that a home based business conducted by the resident is permitted, provided that there shall be no external evidence of such business such as signs, product displays, visible business activity or customer parking.

B. Only one single-family residence shall be constructed on any one (1) lot in the subdivision. Subject to the following provisions hereof, one (1) garage may be constructed on any one (1) lot. Each enclosed garage must be attached to or adjacent to and form a part of the principal residence area or complex. If the wall of such garage nearest the main residence is more than fifty (50) feet distance from the nearest wall of the main residence, or is not connected to the main residence by a hallway or covered walkway, then such garage is not adjacent to and does not form part of the principal residence area or complex and is in violation of these restrictions. All garages must be constructed using the same type and quality of materials used in construction of the principal residence. Any unenclosed garage, i.e., carport, must be attached to and have the same roofing materials as the principal residence.

C. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1,500 square feet of enclosed living and heated area, not including garage and outside porches. The exterior of such dwelling shall be constructed of permanent type building materials of the usual and general use in construction of residences in nice appearing first-class neighborhoods requiring a minimum of 1,500 square feet of heated area or more for residences. The preferred exterior construction shall consist of a least one-half (1/2) masonry, but the Architectural Committee may

forego the required use of masonry and permit the use of other exterior materials such as stained cedar, redwood and glass, depending upon overall architectural design, compatibility of exterior construction materials with surrounding landscape and nearby improvements and other similar factors which the committee may deem appropriate.

D. The construction of any structure once commenced shall be diligently prosecuted and in any event shall be completed before the expiration of one hundred eighty (180) days following its commencement. No part of any residence or other building shall be closer than twenty-five (25) feet to the boundary of any street or road in the Subdivision, and no part of any residence or building shall be closer than ten (10) feet from any side or rear lot line.

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

F. Each residence 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 and any other agency or governmental unit having jurisdiction, including sufficient tanks and drain-field capacity for the expected use unless or until adequate sewer service is provided by the City of Kerrville or other governmental unit.

G. No house trailer, mobile home, camper trailer, camper vehicle, motor vehicle or any other type of movable structure or structure of a temporary character may be lived in on any lot. No tent, shack or shed or any other outbuildings, except those specifically described and permitted herein shall ever be erected or maintained on any lot in the Subdivision.

H. One barn may be erected on each lot if the plans thereof have been approved by the Architectural Committee. Such barn shall be located as far from any road as practicable and in a location, where possible, such that it cannot be readily seen from a road. The location of such barn must be constructed of nice appearing, permanent type building materials, and not constructed of tin, metal siding or the like. Construction plans and materials must be approved by the Architectural Committee prior to commencement of construction.

General

3. In addition to the foregoing specific restrictions, nothing may be done on any lot in the Subdivision which will alter the appearance of such lot as a nice appearing, well kept lot typical of a lot in a subdivision requiring a minimum of 1,500 square feet of enclosed area for its residences. For example, and by way of illustration only and not by limitation, no noxious or offensive activities shall be carried on which may be or become a public or private nuisance. No lot shall be a dumping ground for rubbish. All rubbish and household garbage shall be removed from each lot at least once each seven (7) days and no such rubbish or garbage shall be buried, burned or otherwise disposed of on any lot, except that wood, leaves, paper and other readily combustible trash may be burned if burned in an incinerator or without creating a fire hazard. No building material of any kind shall be placed or stored upon any lot, except during actual construction. No unsightly storage shall be permitted. Trucks, (except non-commercial pick-up trucks for personal use of the lot owner), motor homes, recreational vehicles, trailers, boats with or without trailer, and ATVs shall be screened from the view of the public and other residents of the Subdivision. The previous sentence shall not apply to any lot, which has any of the above listed vehicles on the property at the time of the adoption of this amendment until that lot

changes ownership. The owner of each lot shall keep grass, weeds and vegetation trimmed or cut so that each lot shall remain in a neat and attractive condition. Upon failure of any owner to do so within thirty (30) days after notice to the owner, the Association may enter upon said lot and correct the problem at the expense of the Owner, provided that the charge to the Owner shall not exceed the reasonable and necessary actual expense of so doing.

III.

ANIMALS

1. The owner of any lot within the Subdivision may maintain thereon not more than two (2) riding horses and two (2) sheep or goats, provided that all such animals shall be maintained in a fenced area.

2. Except as provided in the foregoing paragraph, only dogs, cats and other common household pets shall be kept in the Subdivision, and then only upon the condition that the custodian thereof abide at all times by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control and ownership of such animals within the City including leash and vaccination ordinances and reference is here made to such ordinances and regulations for all purposes, and the same shall be deemed fully applicable to all lots of the Subdivision.

IV.

OIL AND GAS OPERATIONS

No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted 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.

WATER

The water distribution system constructed by the Developer shall be owned and maintained by the City of Kerrville. The rates and charges for water connections, installation of water meters and regulators and for water and other water services shall be those charged by the City of Kerrville for service outside the corporate limits of such city. All water lines extending from the boundary of each lot, or from the point of connection with each water meter for any lot, to any dwelling constructed upon any lot must have a minimum inside diameter of three-fourths of one inch ($3/4^{\text{th}}$ of 1").

VI.

FIREARMS AND HUNTING

No lot or other portion of Stone Ridge Estates shall ever be used or permitted 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.

VII.

LOT OWNERS' ASSOCIATION

1. The Stone Ridge Estates Lot Owners' Association was established in accordance with the provisions of Article VII of the original Restrictions and Restrictive Covenants for Stone Ridge Estates adopted and promulgated by the Developers and recorded at Vol. 207, Page 277 in the Kerr County Deed Records. Bylaws were adopted establishing the Association as an

informal association, defining membership, providing for the election of officer and their duties and providing for annual meetings. Officers shall be a President, Vice President, Secretary and Treasurer who together shall comprise the Executive Committee. The Association shall levy an assessment against each lot and lot owner in the Subdivision sufficient in amount to meet for the next twelve (12) month period of time the expenses hereinafter provided to be borne and paid by the Association. There shall be a meeting of the members of the Association at least once each year.

2. Roadways within the Subdivision have been conveyed to Kerr County for maintenance and repair.

3. The Association shall have the right and authority to undertake such other projects as it shall elect for the mutual benefit of all lot owners within the Subdivision.

4. The Association shall from time to time, and not less often than once each year, assess against each lot and lot owner within the Subdivision an assessment and charge sufficient to meet the expenses of organizing and operating the Association and to pay the maintenance costs herein imposed upon and which may be assumed by the Association. All such assessments upon any lot in the Subdivision shall become the personal obligation of the owner of such lot, as well as an encumbrance upon such lot and the Association shall have and is hereby granted a lien upon each lot to secure payment of such assessments and such assessments shall be obligations running with the land.

VIII.

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Committee is hereby created. It will be the purpose of such Committee to insure for all lot 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 Architectural Committee shall be composed of the Vice President and two lot owners appointed by the President of the Association. The Committee shall act in all matters arising hereunder. Members of the Committee may be replaced by the Executive Committee or by a majority of the lot owners in the Subdivision. Each lot shall entitle its owner to one vote in such election, and one owner may have as many votes as the number of lots he owns, including the Developer, who may have as many votes as the number of lots he owns. 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 one of the member of the Committee on the proposed plans with the words "APPROVED this ___ day of _____, 20___." 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. The Architectural Committee is hereby empowered and authorized to approve and disapprove the location of any improvement upon any lot in the Subdivision and with respect to lots which front upon more than one street or road in the Subdivision, the Architectural Committee shall have right and authority to designate which one of such two or more streets such improvement shall face.

IX.

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 their respective heirs, executors, administrations, successors and assigns.

X.

We, the undersigned officers of the Stone Ridge Estates Lot Owners Association, certify the above Restrictions and Covenants were approved by owners of a majority of the lots in the Subdivision by witnessed Ballot delivered to the Secretary of the Association on or before September 1, 2006 and the said Restrictions and Covenants shall become effective upon being recorded in the Deed Records of Kerr County, Texas. The original ballots are on file with the Secretary of the Association.

Executed this 13th day of September, 2006.

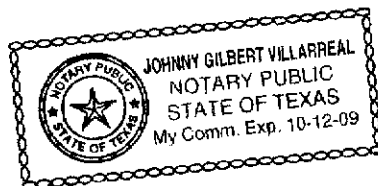
Jerre G. Kneip
Jerre G. Kneip, President

Harland Henry
Harland Henry, Secretary

STATE OF TEXAS)
COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Jerre G. Kneip and Harland Henry, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of September, 2006.



Johnny Villarreal
Notary Public in and for Kerr County, Texas

My Commission expires 10/12/09

FILED FOR RECORD
at 2:30 o'clock P M

SEP 13 2006

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Ana Keller Deputy

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

Filed by and Return to:
Jerre G. Kneip
316 Stone Ridge Drive
Kerrville, Tx 78028

SEP 14 2006



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS