

Item: **CYPRESS FALLS SECTION ONE**

(Category: RESTRICTIONS)

Volume 239, Page 666 and Volume 299, Page 102, Deed Records of Kerr County, Texas; Volume 416, Page 736, Volume 692, Page 125, Volume 715, Page 247 and Volume 955, Page 344, 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.

Item: **CYPRESS FALLS SECTION ONE**

(Category: Subdivisions)

- a. Easement and Right of Way to Texas Power & Light Company, dated May 18, 1936, recorded in Volume 59, Page 419, Deed Records of Kerr County, Texas.
- b. Easement to L.C.R.A., dated September 2, 1948, recorded in Volume 1, Page 157, Easement Records of Kerr County, Texas.
- c. Mineral reservation conveyed by Grantor, as described in Mineral Deed from M.D. O'Quinn to Melba O'Quinn, dated May 6, 1963, recorded in Volume 14, Page 129, Oil and Gas Lease 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. Easements as per plat recorded in Volume 4, Page 229, Plat Records of Kerr County, Texas. (As per Lots 1-7, Block 1; Lots 1, 15 & 16, Block 3; Lots 2, 15 & 16, Block 4; Lots 15 & 16, Block 5 only)
- e. Utility Easement and Building Set Back Lines as reserved in the Restrictions recorded in Volume 239, Page 666, Deed Records of Kerr County, Texas.
- f. Electric Line Easement and Right-Of-Way to L.C.R.A., dated January 31, 1984, recorded in Volume 18, Page 634, Easement Records of Kerr County, Texas. (As per Lots 13-18, Block 2 & Lots 2-21, Block 3 only)
- g. Electric Line Easement and Right-Of-Way to L.C.R.A., dated November 15, 1984, recorded in Volume 19, Page 668, Easement Records of Kerr County, Texas. (As per Lots 16 & 17, Block 1; Lots 11, 12, 16, 17, 6 & 7, Blk. 2; Lots 8 & 9, Blk. 3; Lots 8 & 9, Blk. 4)
- h. Building Set Back Lines as per the Restrictions recorded in Volume 299, Page 102, Deed Records of Kerr County, Texas and Volume 416, Page 736 and Volume 715, Page 247, Real Property Records of Kerr County, Texas.
- i. Resident's easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, dated June 27, 1986, recorded in Volume 416, Page 736 and Volume 715, Page 247, Real Property Records of Kerr County, Texas.
- j. Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 416, Page 736 and Volume 715, Page 247, Real Property Records of Kerr County, Texas

Restrictions and Reservations

THAT, QUALITY READY MIX COMPANY, INC., a Texas Corporation, being the sole owner of CYPRESS FALLS MOBILE SUBDIVISION, Section One, Blocks One through Five, out of Survey No. 127, Lucreita Crawson, is fully set out on a plat recorded in Volume 4, Page 229, of the Plat Records of Kerr County, Texas, does hereby restrict Cypress Falls Subdivision, Section One, as hereinafter set forth, which restrictions should be binding upon the purchaser or purchasers of lots in said subdivision, and his or their heirs, assigns, successors and administrators, to-wit:

1. All lots shall be known and used for residential purposes, with no more than one (1) single family dwelling per lot. No lot is in this development may be further subdivided.
2. No lot shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition and no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the development. The discharge of firearms is forbidden.
3. No mobile home of less than 1,000 square feet nor more than five (5) years old shall be permitted to be placed on the property. All mobile homes must be properly secured and skirted within sixty (60) days after said mobile home is moved onto the property.
4. No structure of a temporary character, garage, barn, shack or other out-building, automobile, bus or tent shall be used at any time as a residence, either temporarily or permanently. Campers or motor homes during week-ends or vacation periods are permissible. Recreation vehicles must use specified areas for permanent parking which will be designated by owner.
5. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters.
6. No lot shall be used for business purposes of any character nor have any commercial or manufacturing purpose. It is specifically agreed that lot owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than is necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. No leaves,

brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways.

7. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.

8. No disposal of any kind that would pollute any stream, or body of water or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of this property shall be permitted.

9. The keeping of swine, cattle, horses, sheep, goats or livestock of any nature is expressly forbidden. Household pets and birds should be maintained in a sanitary and quiet manner.

10. The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune-buggies off of established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.

11. No structure shall be located nearer than twenty-five (25) feet to the front property line (which is 15 feet from the front right-of-way line) or nearer than ten (10) feet to the side or back lines of any lot. There will be no off street parking within thirty-five (35) feet of the front property line.

12. All lots in this subdivision will be sold subject to a ten (10) foot utility easement for electrical power lines adjacent to and contiguous with the side lot lines, which said utility easement will run with the land. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and 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 which would constitute interference with the use, maintenance, operation or installation of such utility.

These restrictions are to run with the land and shall be binding upon PURCHASER, whether one or more, his or their heirs, assigns, successors, administrators, and all persons claiming under him until January, 1999, at which time said restrictions shall be automatically extended for successive period of ten years, unless by a vote of the then owners of the majority of the land in the development, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations. Invalidity of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

EXECUTED by the said Declarant, on this the 17th day
of September, 1980.

FILED FOR RECORD
at 2:35 o'clock P M

SEP 18 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By Judy Holmes Deputy

QUALITY READY MIX CO., INC.

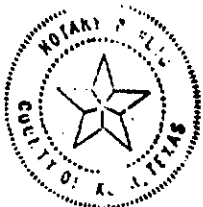
By: Howard E. Eaglebarger
Howard E. Eaglebarger
President

THE STATE OF TEXAS X

COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Howard E. Eaglebarger, President of Quality Ready Mix Co., Inc., a Texas 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, and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office, on this the 17th day of September, 1980.



Katy P. Lackey
Notary Public, Kerr County, Texas
Katy P. Lackey
My Commission Expires: 2-22-84

Re #805092

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Restrictions & Reservations

Cypress Falls Mobile
Submission

to
The Public

Filed By and Return to:

Spencer W. Brown

317 Earl Barrett

Kerrville Texas 78028

Filed for record September 18, 1980 at 2:35 o'clock P.M.
Recorded September 23, 1980

EMMIE M. NUENKER, Clerk

By Betty L. Loney Deputy

THE STATE OF TEXAS §

COUNTY OF KERR §

THAT WHEREAS, B & L DEVELOPMENT, a General Partnership, consisting of JOHN ALLEN BERNHARD, FRED BERNHARD, and D. B. LUNDY, all Texas residents with offices in Kerrville, Kerr County, Texas, hereinafter referred to as "Declarant", whether one or more, is the owner (except as hereinafter provided) of the following described property located and situated in Kerr County, Texas, to-wit:

All of those certain tracts of land situated in the town of Ingram, County of Kerr, State of Texas, being described as Cypress Falls Section One comprising of 98 Lots as follows:

Lots 1 through 20, Block 1; Lots 1 through 18, Block 2; Lots 1 through 21, Block 3; Lots 2 through 21, Block 4; and Lots 3 through 21, Block 5, Cypress Falls, Section 1, according to the Plat and Plan of same of record in Volume 4, Page 229, Plat Records, Kerr County, Texas.

WHEREAS, Declarant desires to establish a uniform plan for the development, improvement and sale of the residential lots in said Subdivision as an residential subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future adult owners of residential lots in said Subdivision;

NOW THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all residential lots which shall constitute covenants running with the title of said residential lots and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and each and every purchaser of any of said residential lots and their respective heirs, administrators, successors and assigns, and each and all of such beneficiaries shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

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JOB P

ARTICLE I
DEFINITIONS

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1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those whose interest is held merely as security for the performance of an obligation.
2. "Adult" shall mean and refer to any person over 21 years of age.
3. "Properties" shall mean and refer to the real property hereinabove described, and the real property which may hereafter be brought into the jurisdiction of the Owner and Architectural Control Committee.
4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of (a) streets as shown on any such subdivision map or plat, and (b) any Common Area which may be acquired by the Lot owners.
5. "Declarant" shall mean and refer to B & L DEVELOPMENT, A General Partnership, consisting of JOHN ALLEN BERNHARD, FRED BERNHARD, and D. B. LUNDY, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purposes of development.
6. "Developer" shall mean and refer to B & L Development, a General Partnership, consisting of JOHN ALLEN BERNHARD, FRED BERNHARD, and D. B. LUNDY, their successors and assigns.

ARTICLE II

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All Lots shall be known, described and used as Lots for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling with a 2-car carport or garage. As used herein the term "residential purposes" shall be construed to prohibit the use of said property for duplex dwellings (two-family dwellings) garage apartments or apartment houses; and no Lot shall be used for

business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

(a) The primary type of building to be installed in this subdivision shall be new double wide mobile homes or new modular homes, unless otherwise expressly approved in writing by the Architectural Control Committee. All improvement shall become permanent and not be removed from the premises after installation.

(b) All residential structures must face the street.

(c) All improvements shall be completed within 90 days of the purchase date of any lot in accordance with the requirements of the Architectural Control Committee.

(d) The following improvements are required to be constructed on each lot pursuant to those restrictions:

- a) Masonary skirting
- b) Concrete walk and drive
- c) 2-car carport or garage
- d) Porch or deck (front or rear)
- e) Septic tank and lateral line
- f) Electrical & water hookup

2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plat plan showing the locations of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No alterations in topography or Lot drainage from finished grade elevations shall be permitted or made unless specifically approved by the Architectural Control Committee.

(a) All plans and specifications for improvements placed on the property shall be submitted to the Architectural Control Committee at least 10 days prior to the beginning of construction. If the Architectural Control Committee shall fail to give written approval or denial of the proposed improvement within 14

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days of the date the plans and specifications are submitted to them, the plans and specifications shall be deemed approved.

In the event any party shall fail to complete the improvements within 90 days of the transfer of title to said Lot, the title to subject property shall revert to developer and developer shall pay to owner the same consideration originally paid by owner for the lot plus expenses.

(b) In the event owner defaults in meeting the 90 day requirement regarding completion of improvements, owner shall remove his modular home or double wide mobile home from the premises within 45 days after he receives written notice of his failure to meet the 90 day requirement from the Architectural Control Committee. If owner fails to remove his modular home or double wide mobile home from the premises within the 45 day period following such notice, the Architectural Control Committee shall be authorized to employ all legal remedies necessary to have said improvements removed from subject property.

3. Building Set Back Lines. No structure shall be erected on a Lot nearer than 25 feet to the street which said building faces nor closer than 6 feet to the side boundaries of the subject lot.

4. Fences/Walls. No fence or wall shall be erected, placed or altered on any Lot nearer to a street than the minimum building set back lines established as aforesaid. Fences shall be six (6) feet in height and constructed of wood, unless said height and/or material requirements shall be waived and an alternate to said restrictions approved in writing by the Architectural Control Committee. All fence proposals must be approved by the Architectural Control Committee prior to construction. Where fences are to be erected on a utility easement, Owners must provide a gate through which the utility companies can pass for maintenance/installation of the utilities along said easement.

5. Dwelling Size. The living area of all residential structures exclusive of open porches and garages, shall be not less than One Thousand One Hundred (1,100) square feet, unless expressly otherwise approved by the Architectural Control Committee.

6. Type of Construction, Materials and Landscape.

(a) No residence or out building shall have metal or aluminum siding, but must have wood or masonite siding on its exterior walls area, unless other exterior materials are approved by the Architectural Control Committee.

(b) All carports and porches must be adequate for two cars and installed with and become a part of the residence. Said carports and porches shall not be removed without the express written consent of the Architectural Control Committee. The construction material for all carports and porches must be wood, masonite or masonry. All buildings must be roofed with composition materials, except by special approval of the Architectural Committee, and all roofs shall be vented on a side of said roof least visible from any street, unless otherwise specifically approved by the Architectural Control Committee.

(c) No widow or wall type air-conditioner shall be permitted to be used, erected, placed or maintained on or in any building on any Lot subject to these restrictions, except in sales offices, or construction buildings.

(d) All buildings must have masonry skirting and be permanent in character upon completion of installation.

(e) No landscaping shall be done in the front of any dwelling on any Lot subject to these restrictions by any home owner which does not meet the minimum current landscaping requirements of the Architectural Control Committee. Home owners of Lots subject to these restrictions shall submit general landscape plans to the Architectural Control Committee for approval.

(f) All propane tanks must be buried at least 8 " below the ground surface.

(g) All driveways and walkways must be constructed of concrete.

(h) All septic tanks or systems must be approved by the Architectural Control Committee prior to installation. Each system must meet the minimum requirements established by the Upper Guadalupe River Authority, and other government entities which may exercise authority over the installation of said systems.

(i) Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe lines heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

7. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any illegal activity be carried on upon any Lot.

8. Household Pets. No animals, birds, or reptiles of any kind shall be kept or maintained on any Lot, except that not more than two (2) usual and ordinary household pets may be kept and maintained on any Lot, provided, that same are confined to the Lot where kept, except when reasonably exercised on a leash, and provided further, however, that same do not constitute a danger, or nuisance or annoyance as defined hereinabove, and provided that same shall be so kept and maintained in compliance with all applicable health regulations of any governmental authority.

9. Private Residential Swimming Pools. Any swimming pool constructed by a residential owner of any Lot shall be fenced and protected from unauthorized entry, and said pool shall be kept in good, clean and healthful condition at all times.

10. Bicycles, Unicycles, Motorcycles, Motor Bicycles and Motor Scooters. No bicycle, unicycle, motorcycle, motor bicycle or motor scooter shall be maintained on any Lot or ridden to or from any Lot which is not equipped with a front headlight or beam and shall be lighted when such vehicle is in use at any time at or after dusk and before dawn. No motorcycle, motor bicycle, or motor scooter shall be maintained on any Lot or ridden to or from any Lot unless same is properly and effectively equipped with a quiet muffler, and provided further, that same do not constitute a danger, nuisance or annoyance as defined hereinabove.

11. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, carport, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purposes; however

(1) Anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of unreasonable size, is so placed on a residential Lot so as not to be visible from the street on which said Lot faces, and is constructed and maintained in such a manner as to comply with these restrictions;

(2) and provided further, however, that anything contained in these restrictions to the contrary notwithstanding, that there shall be permitted on any residential Lot the use of a storage building not to exceed 10 feet wide by 12 feet long by 8 feet high.

(b) No truck, camper, trailer, R.V., automobile, boat --whether powered or sail or otherwise -- or other vehicle will be stored, parked or kept on any Lot or in any street for more than sixty hours (60) during a seventy-two (72) hour period, and no inoperative vehicle (inoperative defined herein as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby, provided the garage door may be closed as hereinabove provided.

12. Signs and Billboards. No signs billboards, posters or advertising devices of any character shall be erected on any Lot or plot except one sign of not more than five (5) square feet of surface area advertising the property for sale or rent, except signs used by a builder to advertise the property during the construction and sales period shall not be subject to said minimum size requirement but which signs shall be subject to the approval of the Architectural Control Committee, which approval shall not be arbitrarily withheld.

13. Storage and Disposal of Garbage. Usual household garbage shall be kept only in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids, provided further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored on the Lot in a suitable attractive enclosure provided for hereinabove so as not to be visible from the street.

14. Trash, Rubbish, Waste Materials, Yard Clippings and Cuttings. No Lot shall be used or maintained as a dumping ground for trash, rubbish, waste materials, yard clippings or cuttings, and no burning or incinerating of same shall be permitted on any Lot at any time, and same shall not be placed in the front of any residence or Lot for regular or specially scheduled pick-up at any time longer than twenty-four (24) hours in advance of such pick-up, and to the extent possible, same shall be securely and neatly contained and protected to avoid cluttering or spreading of same from the place where so deposited for pick-up.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. Composition of Committee. The Architectural Control Committee shall be composed of three (3) members, the initial members hereby appointed being JOHN ALLEN BERNHARD, FRED BERNHARD, and D. B. LUNDY, each of whose address for the purpose hereof is 1582 Junction Hwy., Suite 3, Kerrville, Texas 78028. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, sixty seven percent (67%) of Lot Owners in Cypress Falls shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered hereunder.

2. Control over Maintenance of Dwellings. If in the opinion of the Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the Owner thereof in writing of the need of such repairs or maintenance and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees, if referred to an attorney for collection.

ARTICLE IV

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto and all persons claiming

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under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by the owners of not less than ninety percent (90%) of the Lots and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing and/or to recover damages or other dues for such violations.

2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed these presents for itself and for its successors and assigns, at Kerrville, Texas, on this 25 day of JUNE, A. D., 1984.

FILED FOR RECORD
at 9:17 AM

JUN 29 1984

PATRICIA DYE
County Clerk, Kerr County, Texas
[Signature]

[Signature]
JOHN ALLEN BERNHARD

[Signature]
FRED BERNHARD

[Signature]
D. B. LUNDY

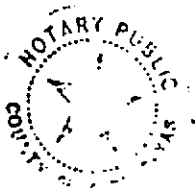
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THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of June, A. D., 1984.



Stacy L. Kreiling
Notary Public in and for
Kerr County, Texas

STACY L. KREILING
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 9-26-87

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared FRED BERNHARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of June, A. D. 1984.



Stacy L. Kreiling
Notary Public in and for
Kerr County, Texas

STACY L. KREILING
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 9-26-87

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared D. B. LUNDY, 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.

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REAL ESTATE
JOB P

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of
June, A. D., 1984.



Stacy L Kreiling
Notary Public in and for
Kerr County, Texas

STACY L KREILING
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 8-26-87

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5523 v	CYPRESS FALLS RESTRICTIONS	<i>to the Public</i>	<i>Restrictions</i>	FILED FOR RECORD <i>at 9:17</i>	JUN 29 1984 PATRICIA DYE Clerk <i>Patricia Dye</i>	Return to: <i>Rich & Leahy Attorneys at Law 829-B Main St. Kerrville, TX 78601</i>	ATTORNEY AT LAW 829-B MAIN KERRVILLE, TEXAS 78601	FILED BY: J KERR COUNTY ABSTRACT CO., INC.
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Filed for record June 29, 1984 at 9:17 o'clock A M
Recorded July 6, 1984
PATRICIA DYE, Clerk
By Mary C. Thomas Deputy

AMENDED
RESTRICTIONS, COVENANTS & CONDITIONS OF
CYPRESS FALLS SUBDIVISION
A Subdivision in Kerr County, Texas

1740

WHEREAS, B & L DEVELOPMENT, a General Partnership, consisting of JOHN ALLEN BERNHARD, FRED BERNHARD, and D.B. LUNDY, hereinafter called "DEVELOPER" and Declarant, joined herein by the undersigned owners of all of the land shown and described on that certain map designated as "CYPRESS FALLS SUBDIVISION" in Kerr County, Texas, according to the map or plat filed of record in Volume 4, Page 299 of the Map and Plat Records of Kerr County, Texas, on the 25th day of June, 1984, to which reference is hereby made for all purposes:

WHEREAS, the restrictions, covenants, and conditions are established for the purposes of creating and carrying out a uniform plan for the improvement, development and sale of CYPRESS FALLS SUBDIVISION. WHEREAS, DEVELOPER will cause to be incorporated under the laws of the State of Texas, a non-profit corporation, CYPRESS FALLS Homeowners Association, Inc. as an agency to carry out the powers of maintaining and administering CYPRESS FALLS SUBDIVISION.

NOW, THEREFORE, DEVELOPER, and the undersigned owners, hereby declare that the land described in the aforesaid map and plat of "CYPRESS FALLS SUBDIVISION" on file with the County Clerk of Kerr County, Texas, to which reference is hereby made for all purposes, is held and shall hereafter be held, sold, occupied, and conveyed subject to the following restrictions, covenants and conditions:

1. Purpose and extent of restrictions, covenants and conditions: These restrictions, covenants and conditions are established for the purpose set forth above and for the further purpose of preserving the value, attractiveness, and desirability, and for the mutual benefit of the owners of same. These restrictions, covenants and conditions shall, as hereafter provided, be construed as covenants running with said land and binding upon the DEVELOPER, its successors, assigns, and all owners and purchasers of said property, their

heirs, successors, executors, administrators, and assigns, as provided herein.

2. Definitions. In construing these restrictions, covenants and conditions, the following words shall have the following meanings:

- a) "Developer" shall mean and refer to H & L DEVELOPMENT, its successors and assigns.
- b) "Original Plat" shall mean or refer to the aforesaid plat filed of record in Volume 4, Page 299 of the Map and Plat Records of Kerr County, Texas, on the 25th day of June, 1984, designating the tracts of "CYPRESS FALLS SUBDIVISION".
- c) "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Paragraph 5 of the restrictions, covenants and conditions.
- d) "Residence" shall mean and refer to any permitted structure erected on a tract for use as a single family dwelling.
- e) "Association" shall mean and refer to Cypress Falls Association, Inc., its successors and assigns.
- (f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. The term "Owner" includes Developer if Developer is a record owner of fee simple title of a tract but only if, with respect to such tract Developer has not entered into any Contract for Deed, as aforesaid. Every Member may lease a tract 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 Areas subject to, and as provided in, the provisions of these Restrictions, Covenants and Conditions and the Bylaws 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 hereof and the Articles of Incorporation and Bylaws of the Association and that any failure by the lessee thereunder to comply with the terms and provisions hereof and the Articles of Incorporation and Bylaws of the Association shall be and constitute a default under such lease.
- (g) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, if and when formed.
- (h) "Lot" shall mean and refer to any plot of land identified by number upon any recorded subdivision map of the Properties with the exception of the Common Area.

ANY PROVISION 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.

- (i) "Declarant" shall mean and refer to B & L Development, their successors and assigns if such successors or assigns should acquire 51% of the unsold lots of Cypress Falls Subdivision.
 - (j) "Member" shall mean and refer to each such party, who shall upon the acquisition of any such interest in a tract automatically become a Member of the Association and be subject to the Bylaws. Membership shall be appurtenant to, and not separated from, ownership of each lot.
 - (k) "Builder" shall mean any home builder, contractor, investor or other person or entity who purchases a lot in Cypress Falls Subdivision for the purposes of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.
 - (l) "Public Purchaser" shall mean the first person or entity other than the Developer or a Builder who becomes an Owner of any lot within Cypress Falls Subdivision.
 - (m) "Single Family Residence" shall refer to a structure containing one dwelling unit only and occupied by not more than one family.
 - (n) "Board" shall refer to the Board of Directors of the Cypress Falls Homeowner's Association, Inc.
 - (o) "Improvements", shall include, but shall not be limited to the erection of any structure, including but not limited to additions to, alterations of, any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses (all such detached buildings being hereinafter referred to as "outbuildings"); the erection of any fence; the erection of any satellite receiver and/or dish or other external apparatus designed to receive radio, television and/or other communication signals; the moving of any structure from another location to a lot; the grading, scraping, excavation, or other rearranging of the surface of any lot; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item, and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.
 - (p) "Common Areas" shall mean and refer to all real property, and improvements thereon, designated as such in the Original Plat and/or in any other plat filed of record pursuant to these Restrictions, including all property acquired or owned by the Association for the common use and enjoyment of the Members.
3. Common Areas: The Common Areas shall be maintained and governed by the Association in a manner consistent with the purposes of the Association as set forth in the Bylaws and in conformity with the terms and provisions hereof. Subject to the provisions hereof, each and 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 Areas and such easement shall be appurtenant to and shall pass with the title to every tract PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Areas. The Developer shall dedicate and convey the fee simple title to the Common Areas 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. If additional property is made subject to these Restrictions, Covenants and Conditions pursuant to the provisions hereof and if a portion of such additional property is designated as Common Areas, the Developer shall dedicate and convey the fee simple title to such additional Common Areas to the Association, as herein provided. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Board of Directors of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of Members);
- (b) Subject to the affirmative vote of two-thirds (2/3rds) of the votes of 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 Areas and facilities and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee in the Common Areas 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 Areas against foreclosure;
- (d) The right of the Association, as provided in its Bylaws, to suspend membership rights for any period during which any assessment against a tract 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 the Common Areas as is necessary for access to each;
- (e) Subject to the affirmative vote of two-thirds (2/3rds) of the Members present or represented by proxy at a meeting 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 Areas to any public agency, authority, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine. Each Member shall be liable to the Association for any damage to the Common Areas caused by the

negligence or willful misconduct of the Member or his family, guests, lessees or invitees, to the extent that the damage shall not be covered by insurance.

4. Land Use and Building Type: No lots shall be used for any purpose except for residential purposes except the areas designated for club house and recreational facilities. The term "residential purposes", as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed, or permitted to remain on any tract other than single family dwellings and permitted accessory structures. Construction and sales offices may be constructed on specific lots and common areas as designated by the Architectural Control Committee or Declarant.
5. The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as the "Committee". The Committee shall determine if the plans and specifications for any fence, building or other structure on any tract meet the requirements of these Restrictions, Covenants and Conditions, determine if the appearance, including exterior color, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of CYPRESS FALLS SUBDIVISION as established by the Committee, and approve the location of any such structure with respect to topography and ground elevation. No construction of any structure nor any addition or alteration of any structure may begin until a plot plan and plans and specifications for the same have been approved by the Committee. If approval is granted construction shall be commenced within thirty (30) days thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed within one hundred eighty (180) days of commencement of construction. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors. Any double wide mobile home or modular homes and related construction moved into the subdivision must be completed within ninety (90) days from start of construction.

The Committee shall be comprised of no less than three (3) and no more than five (5) members all of whom shall be appointed by the Developer until such time as eighty five percent (85%) of the tracts have been sold. When the title to eighty five percent (85%) of the tracts is vested in owners other than Developer, Developer shall no longer appoint the Committee and the Committee shall then be composed of the Developer and persons appointed by the Board of Directors of the Association, and they shall thereupon be vested with all the rights, powers

and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to these Restrictions, Covenants and Conditions and no member of the Committee shall be liable for damages, claims or causes of action arising out of any service performed pursuant hereto.

The Committee may grant variances to these Restrictions, Covenants and Conditions upon the request of any owner or any Committee Member and upon the determination by the Committee that such variance is appropriate and that such variance is necessary to avoid any undue hardship or to carry out and apply the intent of these Restrictions, Covenants and Conditions as interpreted by the Committee, provided that any such variance shall not adversely affect or impair the rights and interests of other owners of Cypress Falls Subdivision. The determination and decision by the Committee as to whether a variance should be granted shall be final and binding on all Members, and neither the Committee nor any of its Members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Committee may consider in granting or denying any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use and structures on surrounding area, and the effect, if any, of the variance on the appearance of the completed structure. The Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend these Restrictions, Covenants, and Conditions, or any provision hereof, nor shall it be a variance as to any other property or situation.

6. Dwelling size and Construction: The livable area of each main single family residential structure, exclusive of open or screen porches, stoops, open terraces, garages or detached servants quarters shall be not less than 1,100 square feet.
 - (a) No residence or out building shall have metal or aluminum siding, but must have wood, masonite, or masonry siding on its exterior wall area, unless other exterior materials are approved by the Architectural Control Committee.
 - (b) All carports and porches must be adequate for two cars and installed with and become a part of the residence. Said carports and porches shall not be removed without the express written consent of the Architectural Control Committee. The construction material for all carports and porches must be wood, masonite or masonry. All buildings must be roofed with composition materials, except by special approval of the Architectural Committee, and all roofs shall be vented on a side of said roof least visible from any street, unless otherwise specifically approved by the Architectural Control Committee.

- (c) No window or wall type air-conditioner shall be permitted to be used, erected, placed or maintained on or in any building on any Lot subject to these restrictions, except in sales offices, or construction buildings.
 - (d) All modular and double wide mobile homes must have masonry skirting and be permanent in character upon completion of installation.
 - (e) No single width mobile homes shall be allowed as a permanent dwelling.
 - (f) No landscaping shall be done in the front of any dwelling on any Lot subject to these restrictions by any home owner which does not meet the minimum current landscaping requirements of the Architectural Control Committee. Home owners of Lots subject to these restrictions shall submit general landscape plans to the Architectural Control Committee.
 - (g) All propane tanks must be buried at least 8" below the ground surface.
 - (h) All driveways and walkways must be constructed of concrete.
 - (i) All septic tanks or systems must be approved by the Architectural Control Committee prior to installation. Each system must meet the minimum requirements established by the Upper Guadalupe River Authority, and other government entities which may exercise authority over the installation of said systems.
7. Building Location: No building shall be located on any lot nearer than 25 feet to the street which said buildings faces no closer than 6 feet to the side boundaries of the subject lot.
8. Construction Type & Term: All buildings erected shall be of new construction. No truck body, tent, shack, garden, barn or other building (other than the main residence) shall at anytime be used for dwelling purposes. Travel trailers, motor homes (recreational vehicles) and other small trailers belonging to individual owners of said property must be stored at the rear of the main residence upon said premises provided that they are not used for dwelling purposes and are enclosed in a fenced area to prevent their visibility from adjoining property owners.
9. Temporary Buildings: No temporary buildings shall be erected on any lot except during actual construction of a dwelling be erected therein and then such temporary building must be on the lot on which construction is in progress and not an adjoining lot, street, or easement; and at completion of construction, the temporary building must be removed immediately. No such temporary building shall be used for residential purposes.
10. Water Supply: No private water wells or water supplies will be permitted in the subdivision.

11. Nuisances: No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odor shall be permitted to arise thereon, so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. The Committee shall determine noxious or undesirability and its decision shall be conclusive and binding on all parties. Each owner shall, at his sole cost and expense, maintain and repair his tract 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 tract 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 tract and to repair, maintain, and restore the tract and the improvements situated thereon; and each owner (by acceptance of a deed or contract for deed for his tract hereby covenants and agrees to repay 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.
12. Household Pets: No animals, birds, or reptiles of any kind shall be kept or maintained on any Lot, except that not more than two (2) usual and ordinary household pets may be kept and maintained on any Lot, provided, that same are confined to the Lot where kept, except when reasonably exercised on a leash, and provided further, however, that same do not constitute a danger, or nuisance or annoyance as defined hereinabove, and provided that same shall be so kept and maintained in compliance with all applicable health regulations of any governmental authority.
13. Inoperable vehicles: No automobile, truck, trailer, or other vehicle or parts thereof, shall be abandoned on this property. No repair or maintenance on automobiles, trucks, trailers, or other vehicles shall be conducted or performed on said lands, provided that an individual land owner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicle upon which such maintenance is performed shall not remain exposed to public view thereby created an unsightly appearance to said land.
14. Firearms: No firearms including pellet and B-B guns shall be discharged in Cypress Falls Subdivision.
15. Easements: The use of easements as shown on the recorded plat is granted to the public and to the utility companies as set forth on the said plat for the purposes of drainage, sanitary, and storm sewer lines, the location of gas, electrical, television cable, and television lines and conduits, and the maintenance thereof. Within these easements, no structure, planting or other materials shall be placed or permitted to

remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

16. Maintenance of Lots: No owner of any lot either vacant or improved, shall be permitted to let such lot go unmaintained and no weeds or grass shall be permitted upon any lot in excess of twelve (12) inches in height. Lot owner shall keep their property clean at all times.
17. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage or other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property and no fire shall be permitted on the property unless written approval is obtained in advance from the Architectural Control Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
18. Storage of Materials: Storage of any type or kind of materials or products is prohibited upon all lots except that building materials may be placed or stored upon a lot when a builder is ready to commence improvements and then such material shall be placed within the property lines of the lot or parcel of land upon which improvements are to be erected and shall not be placed in the street or between the pavement or property line. No stumps, trees, underbrush or any refuse of any kind or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets, or easements. All such materials, if not disposed of immediately must remain on the property upon which construction is in progress, and at the completion of such improvements, such material must be immediately removed from the property.
19. Television Antennas. Television satellite and antenna receivers may be allowed upon the express written consent of the Architectural Control Committee. However, any such receiver shall be placed in an area properly landscaped so that it is concealed from view by the adjoining and adjacent landowners.
20. Fences and Walls: No fence or wall shall be erected, placed or altered on any Lot nearer to a street than the minimum building set back lines established as aforesaid. Fences shall be six (6) feet in height and constructed of wood or chain link, unless said height and/or material requirements shall be waived and an alternate to said restrictions approved in writing by the Architectural Control Committee. All fence proposals must be approved by the Architectural Control Committee prior to construction. Where fences are to be erected on a utility easement, Owners must provide a gate through which the utility companies can pass for maintenance/installation of the utilities along said easement.

21. Motorcycles. No motorcycle, motorized bicycle, go-cart, dirt bike or all terrain vehicle shall be operated on any road within Cypress Falls Subdivision as shown on the plat of same or on any lot unless such motorcycle, motorized bicycle, go-cart, dirt bike or all terrain vehicle is properly muffled. The determination of what constitutes "properly muffled" shall be solely within the discretion of the Architectural Control Committee. The primary purpose of this restriction is to prohibit noise pollution that is contrary to the common scheme of development of Cypress Falls Subdivision and it creates a nuisance to the owners of Cypress Falls Subdivision.
22. Obstructions/Replatting. No tract, as that term is defined herein may be re-subdivided or re-platted by a owner without the prior written consent of the Committee; each owner hereby delegating to the Committee 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. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from the Common Areas, without the written consent of the Committee. Each owner shall not alter or change the drainage or seepage on, over or across, nor the grade of, his tract 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 as herein set forth.
23. Trucks, Boats, Motor Homes, Buses, & Trailers: No truck, camper, trailer, R.V., automobile, boat --weather powered or sail or otherwise-- or other vehicle will be stored, parked or kept on any Lot or in any street for more than sixty hours (60) during a seventy-two (72) hour period, and no inoperative vehicle (inoperative defined herein as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby, provided the garage door may be closed as hereinabove provided.
24. Prohibition Against Moving in Houses. No dwelling, house or other structure shall be moved into the subdivision from premises outside the said subdivision, unless it is a modular home or a double wide mobile home that has been approved in writing by the Architectural Control Committee.
25. Parking: Permanent on the street parking is prohibited.
26. Signs. No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- a) Such signs as may be required by law.
- b) A residential identification sign.
- c) During the time of construction of any building or other improvement, on job identification sign not larger than 5 square feet.
- d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content and location of all signs shall be subject to such rules as the Association may promulgate. The provisions of this paragraph shall not prevent Developer from commencing, erecting, or maintaining structures or signs of any content or size on Lots and common areas owned by it when Developer, in its sole discretion, deems necessary or convenient to the development, sale, operation, or other disposition of the Lots.

- 27. Association Membership: All of the tracts are sold or conveyed upon the understanding that the owner, purchaser or contract purchaser (excluding expressly any leasing) will automatically become and remain a Member in good standing of the Association and the Member and his property shall be subject to the provisions of the Bylaws of the Association and these Restrictions, Covenants and Conditions, including any obligation imposed for the payment of any costs, dues or assessments.
- 28. Right of Mortgagees: Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations, or covenants are violated. In order to encourage the granting of first mortgage liens on property within this subdivision, Developer or Association may proceed to enforce its prior lien, granted and reserved under these restrictions upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day written notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent, together with the notation "Final sixty (60) day notification to proceed to collect maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, Developer or Association shall furnish, for the mortgage holder's file, an executed form relating the provisions of this paragraph to the applicable individual lot.
- 29. General Provisions:
 - a) Term: These covenants of restrictions are to run with the land and shall be binding on all parties having any right, title or interest in the lots in Cypress Falls Subdivision and all persons claiming

under them until January 1, 2006, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 2/3rds of the then owners of the lots is filed for record in Kerr County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part. This declaration may be amended within the first ten (10) years by a vote of 75% of the Lot owners. Any change or amendment shall be set forth and be evidenced by a successor or supplemental instrument bearing the signatures of the requisite number of Members and the recording of same in the Deed Records of Kerr County, Texas. A copy of any change or amendment to these Restrictions, Covenants and Conditions shall be forwarded by prepaid mail to all owners. Failure to furnish said copy shall not affect the validity of such change or amendment. Anything herein to the contrary notwithstanding, Developer, or assigns, reserves the right to amend all or any part of these Restrictions, Covenants and Conditions as to such an extent and with such language as may be requested by any federal, state or local agency which requests such an amendment as a condition precedent to lending funds upon the security of any tract thereof. Any such amendment shall be affected by the recordation, by Developer, of a Certificate of Amendment signed by a duly authorized agent of Developer, with his signature acknowledged, specifying the Federal, state or local government agency or the federally or state chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon Cypress Falls Subdivisions and all persons having an interest therein; such persons having such interest hereby expressly waiving any notice thereof or right to consent thereto. Notwithstanding the provisions contained herein, during the initial ten year period that these declarations are in effect and while Developer owns at least 51% of the unsold lots in said subdivision, Developer shall be entitled to amend and modify those restrictions and declarations without the joinder of other owners in said subdivision.

- b) Enforcement: The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns and equally for the benefit of any subsequent owner of a lot or lots in Cypress Falls Subdivision and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, and easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties. The covenants, restrictions, easements and obligations herein contained are performable and shall be enforceable in Kerr County, Texas.

- c) Severability: The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.
30. Interpretation: The right is expressly reserved to the Developer, the Committee and/or the Board of Directors of the Association and their successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed herein.
31. Abatement and Removal of Violation: Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, the Board of Directors of the Association, the Committee, or any Member, or their agents, in addition to all other remedies, the right to enter upon the tract on which the violation occurs, and to abate and remove the violation at the expense of the Members in whose tract said violation occurred and the Developer, the Board of Directors of the Committee, or any Member or their agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
32. Assessments: (a) Each owner by acceptance of a deed, contract or other agreement, therefor, whether or not it shall be so expressed in any such deed or other agreement, 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) assessments or charges fixed, established and collected from time to time as hereinafter provided. The assessments thus collected by the Association shall constitute the Maintenance Fund of the Association. The 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 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 owner whose is affected thereby, at the time when the assessment became due.
- (b) The Assessments levied by the Association shall be used (i) for the purpose of promoting the recreation, health, safety and welfare of the residents of Cypress Falls Subdivision 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 Areas, (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 Areas; (iii) for carrying out the duties of the Board of Directors of the Association as set forth herein and in the Bylaws of the Association; and (iv) for carrying out the purposes of the Association as stated in its Articles of Incorporation and Bylaws.

(c) Developer shall have, at his election, the right in common with the Association to improve and maintain the Common Areas, 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 Areas 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 Areas. In this regard, all assessments, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Developer, to the extent that such assessments are required by Developer to improve and maintain the Common Areas 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 Developer with respect to the amount required by Developer to improve and maintain the Common Areas hereunder and to carry out the duties of the Board of Directors of the Association. Any sums required by Developer to improve and maintain the Common Areas, in excess of the assessment collected by the Association, shall be borne and paid exclusively by Developer.

(d) Initially the monthly assessment for each Lot not owned by Developer, shall be \$10.00. The Developer, or assigns, shall be exempt from any such assessment. Although the Board of Directors shall not be required to fix assessments in each year, the Board of Directors may fix the assessments for each year. In addition, to the assessments authorized hereinabove, 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 Areas, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of a majority of owners. The Board of Directors shall not be required to levy in any assessment year a special assessment. All assessments must be fixed at a uniform rate for all tracts except as otherwise expressly provided herein.

(e) The assessments provided for herein shall commence as to all tracts on the first day of the month following conveyance by contract for deed or deed shall be payable in equal monthly installments, in advance, on the first day of each month thereafter. For all lots sold prior to June 1, 1986, the assessment shall begin July 1, 1986. The due date or dates, if it is to be paid in installments, of any special assessments shall be fixed in the respective resolution authorizing such assessment. All assessment shall be paid to the Association at its offices in Kerr County, Texas.

(f) If the Board of Directors decides to fix and assess assessments, the Board of Directors of the Association shall so fix the amount of the assessment against each lot 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. Written notice of the

assessment shall thereupon be delivered or mailed to every owner subject thereto. 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.

(g) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall automatically be due and payable together with such interest thereon and cost of collection thereof as hereinafter provided. Each owner hereby grants a continuing lien on the tract of each such owner as security for such assessments which shall bind such tract in the hands of the owner, his heirs, legal representatives, successors, and assigns. Further, the Developer hereby retains a vendor's lien against each as security for said assessment and said vendor's lien is hereby transferred and assigned to the Association without recourse. The obligation of a owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his tract shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for assessments shall be unaffected by any sale or assignment of a tract and shall continue in full force and effect, except as otherwise expressly provided herein. No owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Areas or abandonment of his tract.

(h) 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 highest rate allowed by law 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 tract 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.

(i) No owner shall, without the prior written consent of the Association (which consent need only be given by the Board of Directors of the Association), sell, convey, or in any way transfer any tract, 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 Restrictions, Covenants and Conditions 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 herewith. Any sale, transfer or conveyance by any owner not in compliance herewith, 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 tract and expressly excluded from the provisions and requirements hereof.

(j) 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 tract subject to assessment if the mortgage or deed of trust is for purchase money of or improvements on such tract and placed upon the tract at a time when no default has occurred and is then continuing in the payment of any portion of the assessment for such 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 tract 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 reallocation of such charges or assessments to all tracts including the mortgaged tract in question. Such sale shall not relieve such tract from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

(k) The following property subject to these Restrictions, Covenants and Conditions shall be exempted from the assessments, charge and lien created herein:

- (i) All properties dedicated and accepted by the local public authority and devoted to public use.
- (ii) All Common Area, as defined in Article I hereof.
- (iii) All portions of Cypress Falls Subdivision owned by Developer or assigns.

(l) 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 hereof, 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.

(m) The Association shall have the right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage or encumber the monies paid and to be

paid into said Maintenance Fund to finance the construction of improvements on any recreational or public area in Cypress Falls Subdivision or in repayment thereof to the developing company or any lending institution or agency.

(n) Said maintenance charge and assessments, together with said liens securing the same, shall remain in effect and shall be collectable until January 1, 2006, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten (10) year term a majority of the owners elect to discontinue such charges, which election shall be evidenced by a written instrument executed and acknowledged by a majority of the owners and filed of record in the office of the County Clerk of Kerr County, Texas.

(o) Acceptance of Declaration: By acceptance of a deed, or by acquiring any ownership interest in any real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS THEREOF, the undersigned, being the Developers herein, have hereunto set their hands this 27th day of June, 1986.

B & I. DEVELOPMENT

BY:

John Allen Berniard
JOHN ALLEN BERNIARD

BY:

Fred Berniard
FRED BERNIARD

FILED FOR RECORD

at 2:42 o'clock P. M.

FEB 27 1987

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By Lea Hudson Deputy

BY:

D.B. Lundy
D.B. LUNDY

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 27th day of June, 1986, by JOHN ALLEN BERNHARD, FRED BERNHARD, and D.B. LUNDY.

JUDY HIGHSMITH
MY COMMISSION EXPIRES 4/26/89

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas

The undersigned owners of 90% of the lots in Cypress Falls Subdivision, hereby agree to and do accept the Amended Covenants, Conditions and Restrictions of Cypress Falls Subdivisions as set forth herein and subject their properties to same as though these Amended Covenants, Conditions and Restrictions have been in effect as of the time they purchased their respective properties.

Daniel L. Fritz
DANIEL L. FRITZ Lot 3; Blk. 1

Rexine Fritz
REXINE FRITZ Lot 3; Blk. 1

Dollie Frizzle
DOLLIE FRIZZEL Lot 4; Blk. 1

Adolph E. Rabel
ADOLPH E. RABEL Lot 1; Blk. 2

Ellis L. Lewis
ELLIS L. LEWIS Lot 8; Blk. 1

Louise E. Lewis
LOUISE E. LEWIS Lot 8; Blk. 1

Frank Dorian Duckett
FRANK DORIAN DUCKETT Lot 20; Blk. 1

Novis P. (McElroy) Duckett
NOVIS P. (McELROY) DUCKETT Lot 20; Blk. 1

James T. Randle
JAMES T. RANDLE Lot 8; Blk. 2

Nancy C. Randle
NANCY C. RANDLE Lot 8; Blk. 2

Irma L. James
IRMA L. JAMES Lot 12; Blk. 2

Edifice Builders
EDIFICE BUILDERS Lots 9 & 18; Blk. 3 and Lots 4 & 14; Blk. 4

Midway Mobile Homes, Inc.
MIDWAY MOBILE HOMES, INC. Lot 15; Blk. 1

Injun A. Tyler
INJUN A. TYLER Lot 21; Blk. 4

B & L Developments - All remaining lots in Blocks 1, 2, 3, 4, & 5

Gladys B. Crosthwait
GLADYS B. CROSTHWAIT Lot 21; Blk. 3

VOL 416... PAGE 754

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of July, A.D. 1986.

Karel Brizendine
Notary Public in and for
Kerr County, Texas
Karel Brizendine

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of July, A.D. 1986.

Karel Brizendine
Notary Public in and for
Kerr County, Texas

Karel Brizendine

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared DOLLIE FRIZZELL, 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.

101.416 11 755

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11TH
day of July, A.D. 1986.

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas
JUDY HIGSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26TH
day of FEBRUARY, A.D. 1986.87

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas
JUDY HIGSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26TH
day of FEBRUARY, A.D. 1986.87

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas
JUDY HIGSMITH
MY COMMISSION EXPIRES 4/26/89

AB 416 1.756

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26TH day of FEBRUARY, A.D. 1986.87

Judy C. Highsmith
Notary Public in and for JUDY HIGHSMITH
Kerr County, Texas MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16TH day of July, A.D. 1986.

Judy C. Highsmith
Notary Public in and for JUDY HIGHSMITH
Kerr County, Texas MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared NOVIS P. (McElroy) DUCKETT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th
day of JULY, A.D. 1986.

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas JUDY HIGHSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th
day of FEBRUARY, A.D. 1986.87

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas JUDY HIGHSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th
day of FEBRUARY, A.D. 1986.

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas JUDY HIGHSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

VOL 416 PAGE 758

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16TH day of JULY, A.D. 1986.

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas

JUDY HIGHSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16TH day of JULY, A.D. 1986.

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas

JUDY HIGHSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D. 1986.

Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____
day of _____, A.D. 1986.

Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11TH
day of July, A.D. 1986.

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas

JUDY HIGHSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11TH
day of JULY, A.D. 1986.

Judy C. Highsmith
Notary Public in and for
Kerr County, Texas

JUDY HIGHSMITH
MY COMMISSION EXPIRES 4/26/89

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____
day of _____, A.D. 1986.

Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §
COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____
day of _____, A.D. 1986.

Notary Public in and for
Kerr County, Texas

AMENDED
RESTRICTIONS, COVENANTS &
CONDITIONS OF CYPRESS FALLS
SUBDIVISION

FILED FOR RECORD
at 2:42 o'clock P. M

FEB 27 1987

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Chris Hudson Deputy

Filed by:
John Bernhard

Return to:



PROHL & LESLIE
ATTORNEYS AT LAW
529-B MAIN
KERRVILLE, TEXAS 78028

AMENDMENT TO AMENDED RESTRICTIONS, COVENANTS, AND CONDITIONS
OF
CYPRESS FALLS SUBDIVISION
A Subdivision in Kerr County, Texas

THIS AMENDMENT TO AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS (this "Amendment") is made and entered into on this 12th day of October, 1991.

W I T N E S S E T H :

A. B & L DEVELOPMENT, a General Partnership ("Developer") joined by the owners of all of the land shown and described on that certain map designated as "CYPRESS FALLS SUBDIVISION" in Kerr County, Texas, according to the map or plat filed of record in Volume 4, Page 299 of the Map and Plat Records of Kerr County, Texas, on the 25th day of June, 1984, to which reference is here made for all purposes, have heretofore executed and acknowledged those certain Amended Restrictions, Covenants and Conditions (the "Amended Restrictions"), dated June 27, 1986, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein and have caused the Amended Restrictions to be filed in the Office of the County Clerk of Kerr County, Texas, in Volume 416, Page 736 of the Real Property Records of Kerr County, Texas.

B. The Amended Restrictions provide that Seventy-Five Percent (75%) of the Lot Owners of CYPRESS FALLS SUBDIVISION may amend the Amended Restrictions in writing by execution of such written amendment and recording the same in Kerr County, Texas.

NOW, THEREFORE, the undersigned Lot Owners, being more than Seventy-Five Percent (75%) of the Lot Owners, hereby amend the provisions of the Amended Restrictions as follows:

(1) The second paragraph of Section 5. of the Amended Restrictions is deleted and the following is to be substituted therefor:

The Committee shall be comprised of no less than three (3) and no more than five (5) members. The Committee shall be composed of persons appointed by the Board of Directors of the Association, and they shall thereupon be vested with all the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to these Restrictions, Covenants and Conditions and no member shall be liable for damages, claims or causes of action arising out of any service performed pursuant hereto.

(2) Subparagraph (b) of Section 5. of the Amended Restrictions is deleted and the following is to be substituted therefor:

(b) All carports and porches must be installed with and become a part of the residence. All carports must be adequate for two (2) cars. Said carports and porches shall not be removed without the express written consent of the Architectural Control Committee. The construction material for all carports and porches must be wood, masonite or masonry. All buildings must be roofed with composition materials, except by special approval of the Architectural

Control Committee, and all roofs shall be vented on a side of said roof least visible from any street, unless otherwise specifically approved by the Architectural Control Committee. No carport, storage, or other building may be of pole-type construction, but must be on a concrete slab secured in accordance with good building practices and meet southern building codes. Disputes concerning the requirements in the preceding sentence shall be settled by an independent licensed building inspector at the cost of the lot owner.

(3) Subparagraph (g) of Section 5. of the Amended Restrictions is deleted and the following is to be substituted therefor:

(g) All propane tanks shall be above ground and installed in accordance with applicable state regulations and in accordance with the property setback requirements set forth herein. They shall be concealed from view by fence or landscaping approved by the Architectural Control Committee.

(4) Section 8. of the Amended Restrictions is deleted and the following is to be substituted therefor:

8. Construction Type & Term: All buildings erected shall be of new construction. No truck body, tent, shack, garden barn or other building (other than the main residence) shall at any time be used for dwelling purposes. No travel trailers, motor homes (recreational vehicles) or other small trailers belonging to individual owners of said property shall at anytime be used for dwelling purposes.

(5) Section 23. of the Amended Restrictions is deleted and the following is to be substituted therefor:

23. Trucks, Boats, Motor Homes, Buses and Trailers: Except as hereinafter provided, no truck, camper, trailer, RV, automobile, boat -- weather powered, sail or otherwise -- or other vehicle will be stored, parked or kept on any lot or in any street for more than sixty (60) hours during a seventy two (72) hour period. If such vehicles are the original factory manufactured unit, are unmodified and are in good repair, then they may be parked to the side or rear of the residence insofar as they do not protrude past the front of the residence.

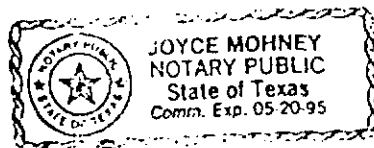
All rebuilt, home built, modified, and inoperative units (inoperative defined herein as not in a running or usable condition) may only be stored in a garage with doors that will close. The above includes, but is not to be limited to, buses, modified RV's, and trucks and 4 wheel drive units modified for hunting.

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Amended Restrictions are hereby reaffirmed and agreed to be in full force and effect, subject to the amendments set forth herein.

(Acknowledgment)

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 12th day
of November, 1991 by Gregory L. Bitkower as agent for Anthony J.
& Anita G. Raso

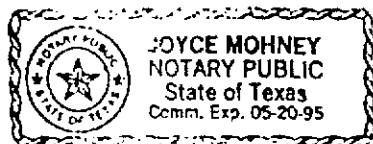


Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 12th day
of November, 1991 by Gregory L. Bitkower as agent for Kenneth L. Creal



Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the ____ day
of _____, 1991 by _____.

Notary Public, State of Texas
Commission expires: _____

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the ____ day
of _____, 1991 by _____.

Notary Public, State of Texas
Commission expires: _____

(Acknowledgment)

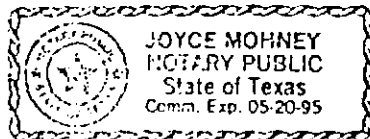
STATE OF TEXAS

#

COUNTY OF KERR

#

This instrument was acknowledged before me on the 12th day of October, 1991 by Lewis Family Trust/Rexine Fritz.



Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

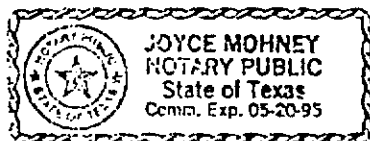
STATE OF TEXAS

#

COUNTY OF KERR

#

This instrument was acknowledged before me on the 12th day of October, 1991 by Midway Homes Inc / Daniel Fritz.



Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

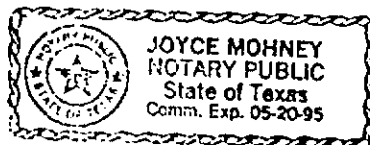
STATE OF TEXAS

#

COUNTY OF KERR

#

This instrument was acknowledged before me on the 17th day of October, 1991 by Adolph E. Rabel.



Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

#

COUNTY OF KERR

#

This instrument was acknowledged before me on the 17th day of October, 1991 by Reyna Lopez.

NO
SEAL

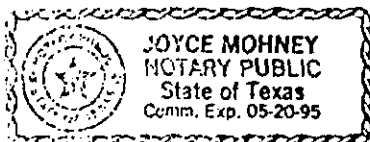
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 17th day
of October, 1991 by Kenneth W. Crosthwait.



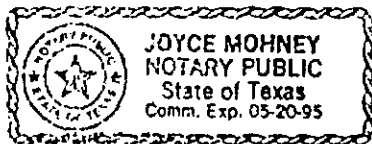
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 17th day
of October, 1991 by Steve Gross.



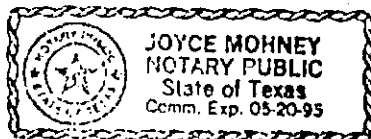
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 17th day
of October, 1991 by Lavonne Wisely.



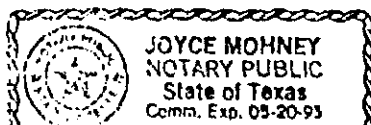
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 17th day
of October, 1991 by Irma James.



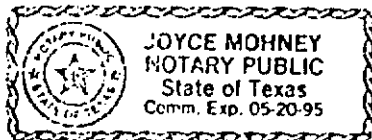
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 17th day of October, 1991 by Betty Gross.



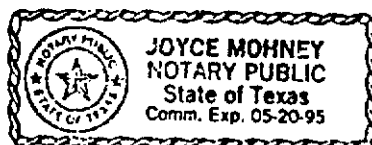
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 17th day of October, 1991 by Roy Watters.



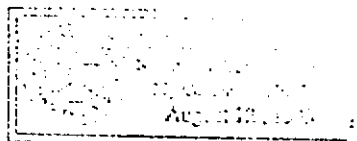
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 19th day of October, 1991 by Sam Spears.



Jana Renee Williamson
Notary Public, State of Texas
Commission expires: 8-12-91

(Acknowledgment)

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 21st day of October, 1991 by Billy E. Mohney.



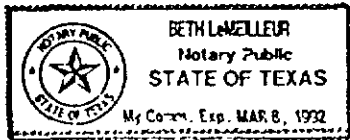
Jana Renee Williamson
Notary Public, State of Texas
Commission expires: 8-12-91

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 21st day of October, 1991 by Clayton E. Wilkinson, esq. President of First National Bank of Knoxville, Tex. corporation, on behalf of said corporation.



Beth Lavelleur
Notary Public, State of Texas

Commission expires: _____

(Acknowledgment)

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 23rd day of October, 1991 by Joseph G. Karb



JULIE BURNIGHT
Notary Public, State of Texas
My Commission Expires 11-16-94

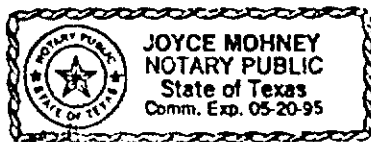
Julie Burnight
Notary Public, State of Texas
Commission expires: 11-16-94

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 26th day of October, 1991 by James McGee



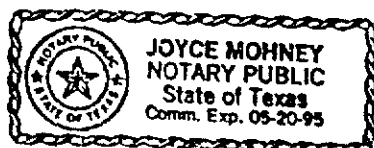
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 26th day of October, 1991 by Art Erwin



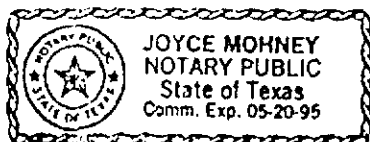
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 26th day of October, 1991 by Earl Stuart Gross.



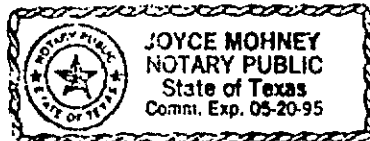
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 6th day of November, 1991 by Robert R. Rudraitis.



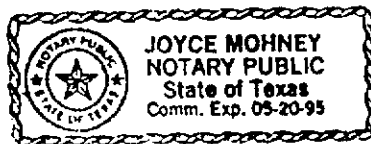
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 6th day of November, 1991 by Ella Sue Carlton.



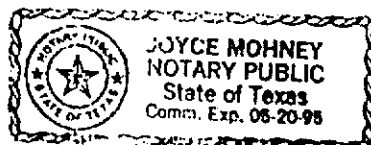
Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 11th day of November, 1991 by Michael Kunz.



Joyce Mohney
Notary Public, State of Texas
Commission expires: 5/20/95

EXHIBIT "A"

LIST OF ALL LOT OWNERS OF CYPRESS FALLS SUBDIVISION

<u>LOT OWNER</u>	<u>TRACTS OWNED IN CYPRESS FALLS SUBDIVISION</u>
Lewis Family Trust	Block 1 Lots 3 & 8
Midway Mobile Homes	Block 1 Lot 15
Adolph E. Rabel	Block 2 Lot 1
Reyna Lopez	Block 2 Lot 17
Kenneth W. Crosthwait	Block 3 Lot 21
Steve Gross	Block 1 Lot 20
Lavonne Wisely	Block 3 Lot 9
Irma James	Block 2 Lot 12
Betty Gross	Block 4 Lot 16
Roy Watters	Block 4 Lot 4
Spears Mobile Homes	Block 3 Lot 6
Billy E. Mohney	Block 1 Lots 4 & 5
First National Bank	Block 1 Lots 1, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19
	Block 2 Lots 3, 4, 6, 7, 13, 14, 16
	Block 3 Lots 1, 3, 5, 10, 11, 12, 13, 15, 16, 17, 20
	Block 4 Lots 3, 13, 19, 20
Joseph G. Karb	Block 5 Lot 13
James McGee	Block 4 Lot 5
Arthur Erwin	Block 4 Lots 7, 8, 9
Earl Stuart Gross	Block 4 Lot 17
Notre Dame Catholic Church	Block 3 Lot 2
Ella Sue Carlton	Block 4 Lot 11
Michael Kunz	Block 3 Lot 8
Robert Budraitis	Block 4 Lot 15
Andrew Phillips/EDIC	Block 2 Lots 2, 5, 11, 15, 18 Block 3 Lots 4, 7, 14, 19 Block 5 Lots 6, 10, 12, 18

EXHIBIT "A"

LIST OF ALL LOT OWNERS OF CYPRESS FALLS SUBDIVISION
(continued)LOT OWNERTRACTS OWNED IN CYPRESS
FALLS SUBDIVISIONLundy Vacuum Service Inc.Block 1 Lot 2
Block 4 Lot 21Robert MohleyBlock 2 Lot 8
Block 5 Lot 3Rio Bend Corp.Block 2 Lot 9 & 10
Block 4 Lot 2
Block 5 Lots 4, 5, 6, 7, 8, 9
10, 11, 12, 14,
15, 16, 17, 18,
19, 20, 21Robert Mohley/Homeowners Assoc.Private Park & road easementKenneth R. CrealBlock 3 Lot 18Anthony J & Arita RasoBlock 4 Lot 14

I, Dianne K. McGeer being the Secretary of the CYPRESS FALLS SUBDIVISION HOMEOWNERS ASSOCIATION, do hereby certify that the information contained in the above LIST OF ALL LOT OWNERS OF CYPRESS FALLS SUBDIVISION is a true and correct record of said Lot Owners and the tracts owned by said Lot Owners according to the records of the CYPRESS FALLS SUBDIVISION HOMEOWNERS ASSOCIATION as of November 7, 1991.

Dianne K. McGeer
Secretary
OF CYPRESS FALLS SUBDIVISION
HOMEOWNERS ASSOCIATION

FILED FOR RECORD
AT 12:30 O'CLOCK P. M.

MAY 19 1993

PATRICIA DYE
Clerk County Court, Kern County, Texas
Mary Ann Medrano DeLo

✓
Filed by + return to:
Mark J. Andrews
500 main, Suite A
Kernville, Ca. 98028

RECORD Real Property
VOL 692 PG 125

RECORDING DATE

MAY 19 1993



Patricia Dye
COUNTY CLERK, KERN COUNTY

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is hereby and unconditionally voided under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERN

I hereby certify that this instrument was FILED in File Number Shannon on the date and at the time stamped herein by me and was duly RECORDED in the Clerk's Office records of Real Property of Kern County, Texas on

MAY 19 1993



Patricia Dye
COUNTY CLERK, KERN COUNTY, TEXAS

AMENDED RESTRICTIONS
FOR
CYPRESS FALLS

The undersigned Owners of Lots in Cypress Falls, a subdivision in Kerr County, Texas as described below, pursuant to and as provided in the Restrictions for Cypress Falls hereby amend the following Restrictions in their entirety to be and read as set forth in these Amended Restrictions which shall replace and supersede the following Restrictions as well as any and all other Restrictions applicable to Cypress Falls:

- A. Property subject to these Amended Restrictions shall be Cypress Falls Subdivision, a subdivision in Kerr County, Texas, according to the plat thereof filed in Volume 4, Page 229, Plat Records of Kerr County, Texas.
- B. Restrictions amended by these Amended Restrictions shall be:
 - 1. Cypress Falls Mobile Subdivision Restrictions and Reservations of record in Volume 239, Page 666, Deed Records of Kerr County, Texas.
 - 2. Cypress Falls Restrictions of record in Volume 299, Page 102, Deed Records of Kerr County, Texas.
 - 3. Amended Restrictions, Covenants & Conditions of Cypress Falls Subdivision of record in Volume 416, Page 736, Deed Records of Kerr County, Texas.
 - 4. Amendment to Amended Restrictions, Covenants and Conditions of Cypress Falls Subdivision of record in Volume 692, Page 125, Official Public Records of Real Property of Kerr County, Texas.

The Property described and referenced herein is and shall be held, sold, occupied, used and conveyed subject to the restrictions, covenants and conditions set forth in these Amended Restrictions (these "Restrictions") which are and have been established for the preservation of the value, attractiveness and desirability of such Property and for the mutual benefit of the owners thereto and which are and shall be covenants running with said Property and binding on the Owners hereof and their successors and assigns.

Definitions. In construing these Restrictions the following words shall have the following meanings:

- a) "Developer" shall mean and refer to Rio Bend, Inc., and Gary A. Roberts, who shall act jointly and with mutual approval of both such parties, and the party(s) named by them as their respective successors, in writing, which successors may respectively name their successors in

writing.

- b) "Original Plat" shall mean or refer to the plat filed of record in Volume 4, Page 229, Plat Records of Kerr County, Texas.
- c) "Association" shall mean and refer to Cypress Falls Association, Inc., its successors and assigns.
- d) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. The term "Owner" includes Developer, Builder and Investor if such party is a record owner of fee simple title of a Lot.
- e) "Properties" shall mean and refer to the Property hereinbefore described, and such additions thereto as may hereafter be added to these Restrictions as herein provided.
- f) "Lot" shall mean and refer to any plot of land identified as a "Lot" upon any recorded subdivision plat of the Properties with the exception of the Common Areas.
- g) "Member" shall mean and refer to each Owner who shall upon the acquisition of any interest in a Lot, automatically become a Member of the Association and be subject to the Bylaws and Articles of the Association. Membership shall be appurtenant to, and not separated from, ownership of each Lot.
- h) "Builder" shall mean any non-occupant Owner which is a builder or contractor who acquires a Lot for the purpose of resale thereof and for the purpose of constructing improvements thereon for resale.
- i) "Investor" shall mean any Owner of three or more Lots who is a non-occupant and who holds title for the purpose of resale.
- j) "Common Areas" shall mean and refer to all real property, and improvements thereon, designed as such in the Original Plat and/or in any other plat filed of record pursuant to these Restrictions and all other property acquired or owned by the Association for the common use and enjoyment of the Members.

Common Areas. Subject to the provisions hereof, each and 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 Areas 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 Areas. Fee simple title to the Common Areas shall be conveyed to the Association subject to these Restrictions, 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. The Common Areas owned by Developer shall be conveyed to the Association when the Developer no longer owns any Lots (or such earlier date as Developer shall elect), and prior to such conveyance by Developer the Common Areas shall be maintained by Developer who shall be reimbursed by the Association for such costs of maintenance. If additional property is made subject to these Restrictions pursuant to the provisions hereof and if a portion of such additional property is designated as Common Areas, such additional Common Areas shall be conveyed to the Association. The rights and easements of enjoyment created hereby shall be subject to the right of the Developer so long as Developer owns the Common Areas and thereafter the right upon acquisition of the Association to:

- (a) Prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of Members);
- (b) Borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the homeowners hereunder;
- (c) To dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and upon such conditions as may be reasonably necessary for the use of the Common Areas.

Each Member shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Member or his family, guests, lessees or invitees, to the extent that the damage shall not be covered by insurance. 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 rules and regulations governing the use of the Common Areas, a Member's rights as a Member shall be suspended; provided, that such suspension shall not deny the use of such the Common Areas as is necessary for access to each Lot.

Land Use and Building Type. No Lots shall be used for any purpose except for residential purposes except the areas designated

as Common Areas. The term "residential purposes", as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial, business and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. No improvements shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single family dwelling per Lot and permitted accessory structures, which shall be used and occupied by only one (1) family and which shall include manufactured housing, modular and double wide mobile homes. Construction and sales offices may be construed on specific Lots and Common Areas as designated by the Architectural Control Committee or Developer.

The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as the "Committee". The Committee shall determine if the plans and specifications for any fence, building or other structure on any Lot meet the requirements of these Restrictions, determine if the appearance, including exterior color, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the Properties as established by the Committee, and approve the location of any such structure with respect to topography and ground elevation. No construction of any structure nor any addition or alteration of any structure may begin until a plot plan and plans and specifications for the same have been approved by the Committee. If approval is granted construction shall be commenced and completed within one (1) year thereafter and, if not, said approval shall be automatically withdrawn (unless such period is extended by the Committee). Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors. Notwithstanding the foregoing any manufactured housing, double wide mobile home or modular homes and related construction moved on any Lot must be completed as follows:

- a. Secured and tied down (permanently affixed) at the time moved onto a Lot.
- b. Masonry skirting within sixty (60) days after being moved onto a Lot.
- c. All other improvements, including concrete driveway, two car garage or carport within said one (1) year period.

The Committee shall be comprised of no less than three (3) and no more than five (5) members all of whom shall be appointed by the Developer until such time as no Lots are owned by Developer or Developer designates and transfers such rights to the Association

when Developer shall no longer appoint the Committee and the Committee shall then be appointed by the Board of Directors of the Association, and they shall thereupon be vested with all the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to these Restrictions and no member of the Committee shall be liable for damages, claims or causes of action arising out of any service performed pursuant hereto.

The Committee may grant variances to these Restrictions upon the request of any Owner or any Committee member and upon the determination by the Committee that such variance is appropriate and that such variance is necessary to avoid any undue hardship or to carry out and apply the intent of these Restrictions as interpreted by the Committee, provided that any such variance shall not adversely affect or impair the rights and interests of other Owners. The determination and decision by the Committee as to whether a variance should be granted shall be final and binding on all Owners, and neither the Committee nor any of its members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Committee may consider in granting or denying any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use and structures on surrounding area, and the effect, if any, of the variance on the appearance of the completed structure. The Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend these Restrictions or any provisions hereof, nor shall it be a variance as to any other property or situation.

Dwelling Size and Construction. The livable area of the dwelling on each Lot, exclusive of open or screen porches, stoops, open terraces, garages or detached servants quarters, shall be not less than 1,100 square feet and the residence, dwelling and other improvements on each Lot shall comply with the following:

- (a) No residence, dwelling or other improvement shall have metal or aluminum siding, but must have wood, masonite or masonry siding on its exterior wall area, unless other exterior materials are approved by the Committee.
- (b) All carports and porches must be adequate for two cars and installed with and become a part of the dwelling. Said carports and porches shall not be removed without the express written consent of the Committee. The construction material for all carports and porches must be wood, masonite or masonry. All structures must be roofed with composition materials, except by special

approval of the Committee, and all roofs shall be vented on a side of said roof least visible from any street, unless otherwise specifically approved by the Committee.

- (c) No window or wall type air-conditioner shall be permitted to be used, erected, placed or maintained on or in any structure on any Lot subject to these Restrictions, except in sales offices.
- (d) All manufactured housing, modular and double wide mobile homes must have masonry skirting and be permanent in character upon completion of installation.
- (e) No single width mobile homes shall be allowed.
- (f) No landscaping shall be done in the front of any dwelling on any Lot subject to these Restrictions by any Owner which does not meet the minimum current landscaping requirements of the Committee. Owners of Lots subject to these Restrictions shall submit general landscape plans to the Committee.
- (g) All propane tanks shall be screened by landscaping or fencing approved by the Committee.
- (h) All driveways and walkways must be constructed of concrete.
- (i) All septic tanks or systems must comply with applicable rules, regulations, ordinances and laws and shall be permitted by and approved by the government entity which exercises or has authority over said systems.

Building Location. No structure shall be located on any Lot nearer than twenty-five (25) feet to the street which dwelling faces and no closer than six (6) feet to the side boundaries of the subject Lot.

Construction Type & Term. All dwellings and structures shall be of new construction. No truck body, tent, shack, garden, barn or other structure (other than the dwelling) shall at any time be used or occupied as a dwelling.

Temporary Buildings. No temporary buildings or structures shall be erected on any Lot.

Water Supply. No private water wells or water supplies will be permitted within the Properties.

Nuisances. No noxious or offensive activity shall be permitted upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No

rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odor shall be permitted to arise thereon, so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. The Committee shall determine noxious or undesirability and its decision shall be conclusive and binding on all parties. 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 the Lot and to repair, maintain and restore the Lot and the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed or contract for deed for his Lot) hereby covenants and agrees to repay 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.

Household Pets. No animals, birds, or reptiles of any kind shall be kept or maintained on any Lot, except that not more than two (2) usual and ordinary household pets may be kept and maintained on any Lot, provided that same are confined to the Lot where kept, except when reasonably exercised on a leash, and provided further, however, that same do not constitute a danger, or nuisance or annoyance as defined hereinabove, and provided that same shall be so kept and maintained in compliance with all applicable health regulations of any governmental authority.

Inoperable Vehicles. No automobile, truck, trailer, or other vehicle or parts thereof, shall be abandoned on any Lot or Common Areas. No repair or maintenance on automobiles, trucks, trailers, or other vehicles shall be conducted or performed on any Lot provided that any individual Owner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicle upon which such maintenance is performed shall not remain exposed to public view.

Firearms. No firearms including pellet and B-B guns shall be discharged within the Properties.

Easements. The use of easements as shown on any recorded plat(s) of the Properties is granted to the public and to the utility companies as set forth on the said plat(s) for the purposes of drainage, sanitary, and storm sewer lines, the location of gas, electrical, television cable, and television lines and conduits, and the maintenance thereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain

which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of easements or which may obstruct or retard the flow of water through drainage channels in the easements (except as permitted by the Committee). The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Maintenance of Lots. No Owner of any Lot either vacant or improved, shall be permitted to let such Lot go unmaintained and no weeds or grass shall be permitted upon any Lot in excess of twelve (12) inches in height. Lots shall be kept clean at all times.

Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage or other waste shall be kept in sanitary containers. No trash or garbage shall be burned on any Lot and no fire shall be permitted on any Lot unless written approval is obtained in advance from the Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Storage of Materials. Storage of any type or kind of materials or products is prohibited upon all Lots except that building materials may be placed or stored upon a Lot to commence improvements thereon and then such materials shall be placed within the property lines of the Lot upon which improvements are to be erected shall remain only so long as construction is in progress and shall not be placed in the street or between the pavement or property line. No stumps, trees, underbrush or any refuse of any kind or scrap metal from the improvements being erected on any Lot shall be placed on any adjoining Lots, streets, or easements. All such materials, if not disposed of immediately must remain on the Lot upon which construction is in progress, and at the completion of such improvements, such material must be immediately removed from the Lot.

Television Antennas. Television satellite and antenna receivers may be allowed upon the express written consent of the Committee. However, any such receiver shall be placed in an area properly landscaped or screened so that it is concealed from view from adjoining or adjacent Lots and Common Areas.

Fences and Walls. No fence or wall shall be erected, placed or altered on any Lot nearer to a street than the minimum building set back lines established as aforesaid. Fences shall be four (4) to six (6) feet in height and constructed of wood or chain link, unless said height and/or material requirements shall be waived and an alternate to said restrictions approved in writing by the Committee. All fence proposals must be approved by the Committee prior to construction. Where fences are to be erected on a utility

easement, Owners must provide a gate through which the utility companies can pass for maintenance/installation of the utilities along said easement.

Motorcycles. No motorcycle, motorized bicycle, go-cart, dirt bike or all terrain vehicles shall be operated on any road within the Properties as shown on the plat of same or on any Lot unless such motorcycle, motorized bicycle, go-cart, dirt bike or all terrain vehicles are properly muffled. The determination of what constitutes "properly muffled" shall be solely within the discretion of the Committee. The primary purpose of this restriction is to prohibit noise pollution that is contrary to the common scheme of development of the Properties and it creates a nuisance to the Owners of Lots.

Obstructions/Replating. No Lot may be re-subdivided or replatted without the prior written consent of the Committee; each Owner hereby delegating to the Committee 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. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from the Common Areas, without the written consent of the Committee. Each Owner shall not alter or change the drainage or seepage on, over or across, nor the grade of any 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 as herein set forth.

Trucks, Boats, Motor Homes, Buses & Trailers. No truck, camper, trailer, R.V., travel trailer, motor home, recreational vehicle, automobile, boat -- whether powered or sail or otherwise -- or other vehicle or trailers (collectively "Trailers and Vehicles") will be stored, parked or kept on any Lot or in any street for more than sixty (60) hours during a seventy-two (72) hour period, and no inoperative Trailers or Vehicles (inoperative defined herein as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of Trailers and Vehicles in a garage permitted on any Lot covered hereby, provided the garage door shall be kept closed or in an enclosure fenced from view from adjoining properties and owners at the rear of any Lot.

Prohibition Against Moving in Houses. No dwelling, house or other structure shall be moved onto any Lot from outside the Properties unless it is a modular home or a double wide mobile home that has been approved in writing by the Committee.

Parking. Permanent on the street parking is prohibited.

Signs. No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except

- (a) Such signs as may be required by law.
- (b) A residential identification sign.
- (c) During the time of construction of any building or other improvement, on job identification sign not larger than five (5) square feet.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content, size and location of all signs shall be subject to such rules as the Committee may promulgate. The provisions of this paragraph shall not prevent Developer from commencing, erecting, or maintaining structures or signs of any content or size on Lots and Common Areas owned by Developer as Developer deems necessary or convenient to the development, sale, operation or other disposition of the Lots owned by Developer.

Association Membership. All of the Lots are sold or conveyed upon the understanding that the record Owner (excluding expressly any Lessee) will automatically become and remain a Member of the Association and the Member and his property shall be subject to the provisions of these Restrictions, including any obligation imposed for the payment of any costs, dues or assessments.

Right of Mortgagee. Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the Lot, at the time that the easements, agreements, restrictions, reservations, or covenants are violated. In order to encourage the granting of first mortgage liens on property within the Properties, Developer or Association may proceed to enforce its prior lien, granted and reserved under these Restrictions upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day written notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent, together with the notation "Final sixty (60) day written notification to proceed to collect maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, Developer or

Association shall furnish, for the mortgage holder's file, an executed form relating the provisions of this paragraph to the applicable individual Lot.

General Provisions.

- (a) Term. These Restrictions are and shall be covenants that run with the Properties and shall be binding on all parties having any right, title or interest in the Properties and all persons claiming under them until January 1, 2006, after which time these Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 2/3rds of the then Owners of the Lots is filed for record in Kerr County, Texas, rescinding these Restrictions in whole or in part. These Restrictions may be amended by Developer (and the parties specified as Developer hereunder) without the joinder of any other Owner so long as Developer owns a Lot or Lots. These Restrictions may be amended by the Owners of 75% of the Lots with the approval of Developer so long as Developer owns any Lot. Any change or amendment shall be set forth and be evidenced by a successor or supplemental instrument bearing the signatures of the requisite parties and the recording of same in the Real Property Records of Kerr County, Texas.
- (b) Enforcement. These Restrictions are for the benefit of all Owners of Lots and their heirs, executors, administrators and assigns. Accordingly, all of these Restrictions shall be construed to be covenants running with the land, enforceable at law or in equity by Developer and any one or more Owners. These Restrictions are performable and shall be enforceable in Kerr County, Texas.
- (c) Severability. The invalidity, abandonment or waiver of any one of these Restrictions shall in no way affect or impair any other portion of these Restrictions which shall remain in full force and effect.

Interpretation. The right is expressly reserved to the Developer, the Committee and/or the Board of Directors of the Association and their successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions and such right shall be without prejudice to the rights of enforcement prescribed herein. In the event of conflict in such interpretation the interpretation of Developer shall govern.

Abatement and Removal of Violation. Violation of any restriction or condition or breach of any covenant herein contained

shall give the Developer, the Board of Directors of the Association, the Committee, or any Member, or their agents, in addition to all other remedies, the right to enter upon the Lot on which the violation occurs, and to abate and remove the violation at the expense of the Member on whose Lot the violation occurred and the Developer, the Board of Directors of the Association, the Committee, or any Member or their agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Assessments.

- (a) Each Owner by acceptance of a deed, contract or other agreement, therefor, whether or not it shall be so expressed in any such deed or other agreement, 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) assessments or charges fixed, established and collected from time to time as hereinafter provided. The assessments thus collected by the Association shall constitute the Maintenance Fund. The 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 such Lot against which 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 Owner who is affected thereby, at the time when the assessment became due.
- (b) The Assessments levied and the Maintenance Fund shall be used (paid by the Association or to the Developer as and if incurred by such parties) (i) 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 Areas, (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 Areas; (iii) for carrying out the duties of the Association as set forth herein; (iv) for carrying out the purposes of the Association; and (v) for the acquisition of Common Areas.
- (c) Developer shall have, at its election, the right in common with the Association to improve, acquire and maintain the Common Areas, and to exercise the rights and duties of the Association and to pay taxes on and insurance in connection with the Common Areas 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 Areas. In this regard, all assessments collected by the Association shall be forthwith paid by the Association to Developer, to the extent that such assessments are required by Developer to pay the costs of Developer incurred to improve, acquire and maintain the Common Areas as set forth in this paragraph.

- (d) Initially the monthly assessment for each Lot not owned by Developer, Builder, or Investor, shall be \$10.00. Developer, Builder or Investor shall be exempt from any such assessment. The Association shall fix assessments in each year in accordance with these Restrictions, and if it fails to do so Developer may do so. In addition to the assessments authorized hereinabove, the Association may in its discretion, or if it fails to do so, Developer may do so, 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 Areas, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of Developer and Owners owning a majority of the Lots. All assessments must be fixed at a uniform rate for all Lots except those that are exempt as provided herein.
- (e) The assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of a Lot and shall be payable in equal monthly installments, in advance, on the first day of each month thereafter. The due date or dates, if it is to be paid in installments, of any special assessments shall be fixed in the respective resolution authorizing such assessment. All assessments shall be payable in Kerr County, Texas.
- (f) If assessments are fixed as herein provided a roster of the Lots and assessments applicable thereto shall be prepared and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer 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 for the issuance of such certificates.

- (g) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall automatically be due and payable together with such interest thereon and cost of collection thereof as hereinafter provided. Each Owner hereby grants a continuing lien on each Lot of each such Owner as security for such assessments which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns. Further there is hereby retained a vendor's lien against each as security for said assessment and said vendor's lien is hereby transferred and assigned to the Association without recourse. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title became the owner 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 assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect, except as otherwise expressly provided herein. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Areas or abandonment of his Lot.
- (h) 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 highest rate allowed by law and the Association (or Developer if the Association fails to do) 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 Lot 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.
- (i) An Owner upon the sale or transfer of a Lot may obtain from the Association, who 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 the assessments payable by such Owner. Such certificate shall be furnished by the Association in accordance herewith.

- (j) The lien of the assessments provided for herein shall be subordinate and inferior to the lien of 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 for purchase money of or construction of improvements on such Lot and placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of such assessment; 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 acquires title to 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 acquires title to a Lot except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Lots including the mortgaged Lots in question. Such sale shall not relieve such Lot from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.
- (k) The following shall be exempt from the assessments, charges and liens created herein:
 - (i) All properties dedicated and accepted by the local public authority and devoted to public use.
 - (ii) All Common Areas.
 - (iii) All Lots and portions of the Properties owned by any Developer, Builder or Investor.
- (l) The omission to fix the assessments hereunder for any year, shall not be deemed a waiver or modification in any respect to the provisions hereof, or a release of any Owner from the obligation to pay the assessments, or any installation thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is filed.
- (m) Said maintenance charge and assessments, together with said liens securing the same, shall remain in effect and shall be collectable until January 1, 2006, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten (10) year term the Owners of a majority of the Lots and Developer if Developer owns any Lots elect to discontinue such charges, which election shall be evidenced by a written instrument executed and

acknowledged by the Owners of a majority of the Lots and Developer and filed of record in the office of the County Clerk of Kerr County, Texas.

Acceptance of Declaration. By acceptance of a deed, or by acquiring any ownership interest in any of the Properties each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, rules and regulations now or hereafter imposed by these Restrictions and any amendments thereof. In addition, each such person by so doing thereby acknowledges that these Restrictions set forth a general scheme for the improvement and development of the Properties.

Additional Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to these Restrictions is located in Kerr County, State of Texas, and is more particularly described herein. Developer may, without the consent of any Owner, at any time and from time to time, add to said real property and to these Restrictions any property which is now or hereafter owned by Developer (or any party designated as Developer hereunder) within Kerr County, Texas, by filing of record a Supplemental Declaration of Restrictions, and such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as Developer may determine to be necessary.

IN WITNESS WHEREOF, the undersigned have executed these Amended Restrictions as of the 1st day of OCTOBER, 1993, by executing a signature page attached hereto and these Amended Restrictions may be executed in multiple counterparts each of which when taken together shall be and constitute one document and each such signature page may be attached to and recorded with one such counterpart.

6\ROBERTS\ARI

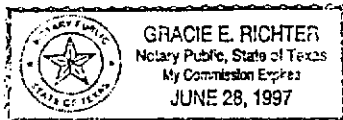
SIGNATURE PAGE

Lot(s): Lot 2, Blk 4, Cypress Falls Sec. One
Owner Name: Tetley & Madelle Williams
Mailing Address: 141 River Rock Dr.
Frederick, TX 78845
Signature: Michelle Williams

THE STATE OF TEXAS §

COUNTY OF Kerr §

This instrument was acknowledged before me this 1st day of
October, 1993, by GRACIE E. RICHTER.



Gracie E. Richter
Notary Public, State of Texas

SIGNATURE PAGE

Lot(s): 7, 8, + 9, BLK 4, Cypress Falls I

Owner Name: ARTHUR ERWIN

Mailing Address: 113 RIVER PARK DR.

297 INGRAM, TX 78025

Signature: [Signature]

THE STATE OF TEXAS S

COUNTY OF Kerr S

This instrument was acknowledged before me this 1st day of October, 1993, by GRACIE E. RICHTER.



[Signature]
Notary Public, State of Texas

RECORDER'S NOTE
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SIGNATURE PAGE

Lot(s): 6, BLK 3, CYPRESS FALLS, SEC. I (112 CYPRESS FALLS)

Owner Name: SPEARS HOMES, INC.

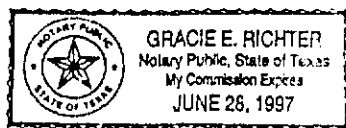
Mailing Address: 3048 JUNCTION HWY.
KERRVILLE TX 78028

Signature: [Signature]

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 1st day of October, 1993, by GRACIE E. RICHTER.



[Signature]
Notary Public, State of Texas

SIGNATURE PAGE

Lot(s): 9, 10, BLK 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17,
OWNER'S TRACT 18, 19, BLKS

Owner Name: RIO BEND, INC.

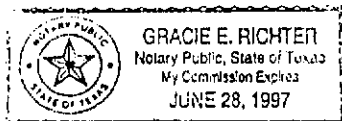
Mailing Address: HCR 78, Box 224A, MECAM, TX 78025

Signature: Robert J. Mahley (Pres.)

THE STATE OF TEXAS S

COUNTY OF Kerr S

This instrument was acknowledged before me this 1st day of October, 1993, by GRACIE E. RICHTER.



Gracie E. Richter
Notary Public, State of Texas

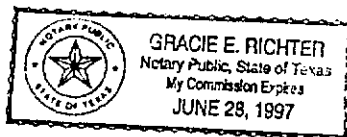
SIGNATURE PAGE

Lot(s): 2, BLK 1, CYPRESS FALLS, SEC. I
Owner Name: CONNIE L. ALLEN
Mailing Address: 103 CEDAR DRIVE
INGRAM, TX 78025
Signature: Connie Allen

THE STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 1st day of
October, 1993, by GRACIE E. RICHTER.



Gracie E. Richter
Notary Public, State of Texas

715 PG 268

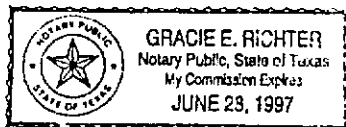
SIGNATURE PAGE

Lot(s): 8, BLK 2, Lot 21, BLK 4 Cypress Falls, Sec I
Owner Name: LUNDY VACUUM, INC.
Mailing Address: 506 45, EL CAMPO, TX
Signature: D. J. Lundy

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 1st day of October, 1993, by GRACIE E. RICHTER.



Gracie E. Richter
Notary Public, State of Texas

Filed by + return to:
Gracie Richter
704 Jefferson
Kerrville, Tx 78028

FILED FOR RECORD
at 4:20 o'clock P.M

OCT - 8 1993

PATRICIA DYE
Clerk County Court, Kerr County, Texas
~~2224 Hwy. 41, Kerrville, Texas~~ Deputy

RECORD Real Property
VOL 715 PG 247

RECORDING DATE

OCT - 8 1993

This instrument is void if the sale, rental or use of the described property because of color or race is involved and unenforceable under Federal Law.
(STATE OF TEXAS)
COUNTY OF KERR
The foregoing instrument was FILED in File Number Sequence 11-8-93 to and at the time stamped herein by me and was duly RECORDED in the Clerk's Office of the County of Kerr, Texas on

OCT - 8 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye
COUNTY CLERK, KERR COUNTY

715 269

SIGNATURE PAGE

Lot(s): 1, 3, 5, 10, 11, 12, 13, 15, 16, 17, & 20, BLK THREE, Cypress Falls, Sec 1

Lot(s): 1, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, & 19, BLK ONE, Cypress Falls Sec 1

Owner Name: GARY A. ROBERTS LOTS 13 & 14, BLK 5, LOT 5, BLK 1, Cypress Falls I

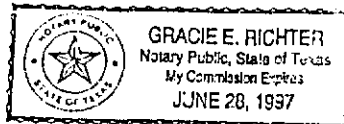
Mailing Address: 764 JEFFERSON

Signature: [Handwritten Signature]

THE STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 4th day of October, 1993, by GRACIE E. RICHTER.



[Handwritten Signature: Gracie E. Richter]
Notary Public, State of Texas

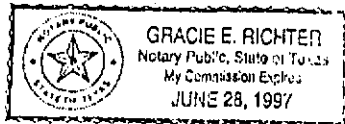
SIGNATURE PAGE

Lot(s): 3, 6, 7, & 16, BLK TWO, Cypress Falls, Sec. I & 6, 10, 12 & 18 BLK 4.
Lots 3, 13, 15 & 20, BLK FOUR, Lots 2, 5, 11, 15 & 18, BLK TWO, Lots 4, 7, 14 & 19,
 Owner Name: GRACY A. ROBERTS BLK THREE,
Cypress Falls
 Mailing Address: 704 JEFFERSON
KERRVILLE, TX 78023
 Signature: [Signature]

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 4th day of
October, 1993, by GRACY E. RICHTER.



[Signature]
 Notary Public, State of Texas

SIGNATURE PAGE

Lot(s): 8, BLK THREE, CYPRESS FALLS SEC. ONE

Owner Name: FIRST NATIONAL BANK OF KERRVILLE

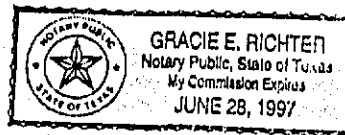
Mailing Address: P.O. Box 1308
KERRVILLE, TX 78029

Signature: [Signature], its Vice President

THE STATE OF TEXAS §

COUNTY OF Kerr §

This instrument was acknowledged before me this 4th day of OCTOBER, 1993, by GRACIE E. RICHTER.

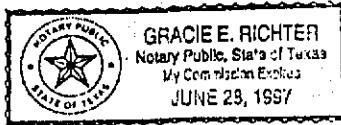


[Signature]
Notary Public, State of Texas

SIGNATURE PAGE

Lot(s): 14 & LOT 4, BLK 2, CYPRESS FALLS SEC. ONEOwner Name: MARY DAMRONMailing Address: 111 CYPRESS FALLS DR.
INGRAM, TX 78025Signature: Mary P. Damron

THE STATE OF TEXAS S

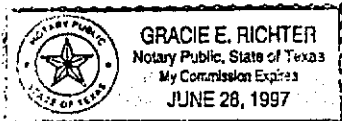
COUNTY OF KEEL SThis instrument was acknowledged before me this 6th day of
October, 1993, by GRACIE E. RICHTER.Gracie E. Richter
Notary Public, State of Texas

SIGNATURE PAGE

Lot(s): 9, BLK 3, Cypress Falls, SEC ONE
 Owner Name: E. LAVONNE WISELY
 Mailing Address: 118 CYPRESS FALLS DR.
INGRAM, TX 78045
 Signature: Lavonne Wisely

THE STATE OF TEXAS §
 COUNTY OF Kerr §

This instrument was acknowledged before me this 6th day of
October, 1993, by GRACIE E. RICHTER.



Gracie E. Richter
 Notary Public, State of Texas

**PROPOSED AMENDMENTS TO
RESTRICTIONS FOR
CYPRESS FALLS
JUNE, 1998**

The following changes to the existing restrictions and amendments of Cypress Falls, City of Ingram, Kerr County, Texas have been recommended by members of the homeowners association who attended the meeting on May 4, 1998. The existing restrictions are as follows and have been recorded at the Kerr County Courthouse in the books or record as listed:

1. Original restrictions dated September 17, 1980 Vol. 239 Page 666
2. First Revision dated June 24, 1984 Vol. 299 page 102
3. Second Revision dated June 27, 1986 Vol. 416 page 736
4. Third Revision dated October 12, 1991 Vol. 692 page 125
5. Fourth Revision dated October 1, 1993 Vol. 715 page 247

A. No window or wall type air-conditioner shall be installed on the front of a home facing the street located on any Lot subject to these Restrictions. # 5 pg. 252

B. Masonry skirting will be installed within 90 days after being moved onto a Lot. # 5 pg 250

C. The installed concrete driveway will have a minimum of a ten (10) inch diameter culvert in the barrow or a low-water crossing may be installed to avoid containment of ditch water. Said driveway will be completed within one (1) year of being moved onto a Lot. # 5 pg 250

D. Storage sheds may be wood or metal; however, they must be new when installed and placed at the rear of the home. # 5 pg 250 Totally replaces item c.

E. Fences will be of wood or chain link four (4) to (6) feet high. They will not protrude beyond the front surface of the home. All fence proposals must be submitted, in writing, to the next scheduled meeting and approved by the officers and members present prior to construction. # 5 pg 254

F. All homes are required to place their house number on the front of their homes in a conspicuous manner in order to assist emergency and public service vehicles to locate emergencies and requested repairs or deliveries quickly.

The above amendments having been voted on at the June 8, 1998 meeting of the association held at the City Park in Ingram. Only paid members were allowed to vote. Signatures on those voting in person are notarized on the following page

President
Vicki S. Coulson
104 Riverpark Drive

Vice-President
Pat Hardwick
109 Riverpark Dr.

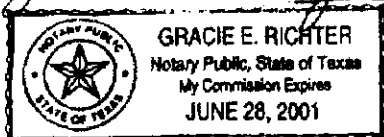
Secretary
Jo Mundy
102 Cedar Dr.

Treasurer
Lois Christianson
115 Cedar Drive

Signatures of paid homeowners attending the meeting of June 8, 1998 and voting on the attached by-law amendments for Cypress Falls Homeowners Association:

Marilyn C. Balzen	139 River Park
Robert H. Brooks	116 River Park
Sharon Thompson	120 River Park
Renata Harriss	113 Cypress Falls Dr.
Nick Christensen	115 Cedar Dr.
Heidi Lage	119 Cedar Dr.
Pat Henderson	109 Riverpark
Jeff + Sharon Salavay	119 Riverpark
Richard & Laura Hutto	134 Cedar Dr.
Patti Edens	116 Cypress Falls Dr.
Aaron Hansen	137 CEDAR DR
Cindy Chacon	133 Cedar DR
Corrinna Walter	118 Cedar Dr.
Mark W. Gentry	107 RIVERPARK
Virginia Achu	132 Cedar Dr.

appeared before me and I witnessed
signature on June 8, 1998.



Kerr County,
State of Texas

Gracie E. Richter
GRACIE E. RICHTER
Commission Expires 6/28/2001

filed by +
 Return to:
 CYPRESS FALLS Homeowners Assn
 Vickie Coulson
 104 Riverpark Drive
 INGRAM, TX 78025

11 Day of June b. 18 AM 8:25 AM
 BILLIE G. MEEKER
 Clerk County Court, Kerr County, Texas
 By Madeline A. Muehl Deputy

\$5
 \$2.50
 \$5
 \$1

RECORD Real Property
 VOL 955 PG 344
 RECORDING DATE

JUN 12 1998



Billie G. Meeker
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
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 PENCIL SIGNATURE. INSTRUMENT RECORDED ON
 PAPER, ILLEGIBILITY, GANSON OR PHOTO COPY, ETC.

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 Real Property of Kerr County, Texas on

JUN 12 1998



Billie G. Meeker
 COUNTY CLERK, KERR COUNTY, TEXAS