

03-14-08

GUADALUPE HEIGHTS NO. FIVE

RESTRICTIONS

Volume 2, Page 10 and Volume 2, Page 36, and Volume 4, Page 105, Plat Records of Kerr County, Texas; Volume 112, Page 27 and Volume 121, Page 93, Deed Records of Kerr County, Texas (add for Lots 3,4,5,6,7,35,36,37,38 & 39, Section 5); Volume 223, Page 442, Deed Records of Kerr County, Texas; Volume 1199, Page 599 and Volume 1271, Page 257, 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.

Also 13-05102

OTHER EXCEPTIONS

- Easement to Texas Power & Light Co., dated September 14, 1927, recorded in Volume 47, Page 561, Deed Records of Kerr County, Texas. (Affects Sur. 69)
- Easement to L.C.R.A., dated November 30, 1943, recorded in Volume 72, Page 60, Deed Records of Kerr County, Texas. (Affects Sur. 68 & 69)
- Easement to L.C.R.A., dated November 14, 1947, recorded in Volume 1, Page 37, Easement Records of Kerr County, Texas. (Sur. 69)
- Easement to L.C.R.A., dated January 19, 1948, recorded in Volume 1, Page 53, Easement Records of Kerr County, Texas. (Sur. 69)
- Easement to L.C.R.A., dated June 27, 1949, recorded in Volume 1, Page 176, Easement Records of Kerr County, Texas. (Sur. 69)
- Easement to L.C.R.A., dated January 10, 1951, recorded in Volume 1, Page 425, Easement Records of Kerr County, Texas. (Sur. 69 & 70)
- Easements per plat recorded in Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, Plat Records of Kerr County, Texas.
- Easement reserved for ingress and egress in the Restrictions recorded in Volume 223, Page 442, Deed Records of Kerr County, Texas. (Section Five only)
- Annual assessments and/or current maintenance charges as set forth in instrument dated July 9, 1979, recorded in Volume 223, Page 442, Deed Records of Kerr County, Texas; said instrument having been amended by Second amendment recorded in Volume 1271, Page 257, Real Property Records of Kerr County, Texas. (Section Five only)
- Building Set Back Lines as per the Restrictions recorded in Volume {PR,"insert volume number",IN1,3}, Page {PR,"insert page number",IN1,4}, Deed Records of Kerr County, Texas.
- Provisions for, but not limited to, a water system and easements as per deed recorded in Volume 120, Page 527, Deed Records of Kerr County, Texas, executed by Ace Ranch-O-Tel, Inc., a Texas corporation, to J.D. Brance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Certified Service Area Map For Harper Water Company, Inc. CCN #11421, recorded in Volume 1573, Page 820 and refiled in Volume 1599, Page 325, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

PLAN, DESCRIPTION, FIELD NOTES OF COUNSELOR EIGHTS ADDITION

THE STATE OF TEXAS:
THE COUNTY OF TARRANT:

KNOW ALL MEN BY THESE PRESENTS:

That we, A. C. Ewin, and wife, Marietta E. Ewin, being the owners in fee simple of the hereinafter described property, have caused the same to be surveyed and subdivided into lots, blocks, and streets, which said subdivision shall hereafter be known as "COUNSELOR EIGHTS", and I do hereby dedicate to the public use, all of said streets, and to the use of all of the persons who shall hereafter purchase and own property in said subdivision that certain lot as shown on the plat hereto attached, known as Lot No. 5, in Counselor Eights, for their use as a park.

The following is a particular description on said subdivision and of the land comprising same.

All that certain tract of land situated in Kerr County, Texas and being 20.25 acres out of original survey #80, M. Witt and 20.5 acres out of original survey #70, M. T. Cross, to be hereinafter known as "COUNSELOR EIGHTS" a subdivision of part of the two surveys mentioned above.

BOUNDING at an iron stake on top of bluff set 600 feet S. 12 deg. 30' E. and 250 feet S. 22 deg. 15' E. from the west or upper river corner of Sec. 44, M. Witt for the E. corner of this tract, THENCE S. 81 deg. 48' E. 240 feet to an iron stake set for a E. corner of this subdivision, THENCE S. 8 deg. 04' W. 200 feet to an iron stake set for corner, THENCE S. 20 deg. 14' W. 100.1 feet to an iron stake set for corner, THENCE S. 6 deg. 04' W. 100 feet to an iron stake at the N. E. corner of Hilltop Drive as is to be delineated in this subdivision, THENCE S. 21 deg. 42' E. at 60 feet the N. E. corner of said Hilltop Drive and at 84.8 feet an iron stake in fence line set for corner, THENCE with the fence line S. 13 deg. 28' E. 287 feet, S. 12 deg. 08' E. 28 feet and S. 28 deg. 03' E. 102 feet to an iron stake for corner, THENCE S. 21 deg. 42' E. 109.5 feet to an iron stake in the West line of Texas State Highway #87, set for a E. corner of this subdivision, THENCE S. 10 deg. 15' E. at 245 feet the center line of the right-of-way monument set at the beginning of Oak Way (is street in this subdivision), and at 970.2 feet a concrete right-of-way marker set at the beginning of a curve to the left, THENCE with the arc of said curve to the left, whose radius is 204.53 feet, 289.8 feet to a fence corner set for the E. corner of this tract, THENCE with the fence line N. 71 deg. 45' E. 281.8 feet, N. 70 deg. 54' W. 202.8 feet, N. 91 deg. 08' W. 1100 feet and N. 70 deg. 50' W. 270 feet to an iron stake on top of bluff above the Chockley River, THENCE with the boundary of the top of said bluff, N. 27 deg. 15' E. 144.5 feet, S. 25 deg. 35' E. 101.8 feet, N. 27 deg. 30' E. 100 feet, N. 12 deg. 30' E. 100 feet, N. 12 deg. 30' E. 100.2 feet, N. 8 deg. 30' E. 102.4 feet, N. 11 deg. 25' E. 100 feet, N. 10 deg. 02 deg. 100.1 feet, N. 14 deg. 20' E. 100.2 feet, N. 12 deg. 30' E. 174.8 feet, N. 2 deg. 41' E. 100.3 feet, N. 8 deg. 30' E. 99.8 feet, S. 25 deg. 20' E. 100.3 feet and N. 12 deg. 05' E. 99.7 feet to the place of beginning, This tract containing a total of 49.25 acres of land, Var. 10 deg. E.

THIS ADDITION contains all lots the size and dimensions of which are shown on the accompanying plat.

THIS ADDITION is located three (3) streets the center of which are described as follows:

LOT 5 - - - BOUNDING at a point in the West line of Texas State Highway #87, 545 feet N. 10 deg. 15' E. from the E. corner of this subdivision, THENCE S. 20 deg. 20' W. 200.3 feet, N. 79 deg. 50' W. 911.8 feet, N. 87 deg. 20' W. 222.7 feet, N. 78 deg. 14' W. 70 feet and N. 74 deg. 26' W. 100 feet to a point in the West line of Hilltop Drive, This street to be 20 feet in width on each side of this center line throughout its entire length plus a triangular tract lying N. W. of and immediately adjacent to Site #77, as shown on the accompanying plat.

OAK WAY - - - BOUNDING at a point in the West line of Texas State Highway #87, 700.4 feet S. 10 deg. 15' E. from the E. corner of this subdivision, THENCE S. 28 deg. 08' W. 281.8 feet and N. 71 deg. 06' W. 1125.8 feet to a point in the East line of Hilltop Drive, This street to be 25 feet in width on each side of this center line throughout its entire length.

HILLTOP DRIVE - - - BOUNDING at an iron stake in the West line of Site #10 set 60 feet S. 10 deg. 04' E. from the E. corner, THENCE S. 10 deg. 04' E. at 80 feet the E. corner of Site #10, at 86 feet a point 25 feet S. 71 deg. 06' E. from the end of the center line of Oak Way and at 275 feet as a single point, THENCE S. 18 deg. 04' E. 210.8 feet and N. 64 deg. 04' E. 475 feet to the end of this street at a point 25 feet S. 81 deg. 45' E. from the E. corner of Site #6 and the E. corner of Site #4 of this subdivision, This street being 25 feet in width on each side of this center line except for the first 90 feet which part of this street is 20 feet in width on the West side of this center line only. It being expressly understood that any purchaser of Site 1 to 4 inclusive is to receive right of access and egress over a private roadway but that no roadway is to be dedicated to the public further than this point at this time.

And we A. C. Ewin, and wife Marietta E. Ewin, the owners and subdividers of said Counselor Eights hereinafter described, hereby declare that said subdivision, and every part thereof, shall be subject to the following

restrictive covenants, which shall be covenants running with the land and binding upon each and every owner of any part of said subdivision, his heirs, assigns, legal representatives and every other person using or occupying same with the consent of any owner.

1. Said property and every part thereof, (except Lot No. 5 hereinafter mentioned), shall be used for residential purposes only.

2. None of said property shall ever be used for any business or commercial purpose, and neither beer, whiskey nor any other intoxicating beverage shall ever be sold on any of said property.

3. None of said property shall ever be used for the conducting or operating of a tourist home, trailer camp or fishing camp or any commercial boat dock.

4. None of said property shall be used for the purpose of boarding or keeping for hire persons afflicted with tuberculosis, or other infectious or contagious diseases.

5. No dwelling house shall be constructed upon any part of said property which contains less than 800 square feet of floor space; and no "duplex" or other two family type of dwelling shall be constructed thereon which contains less than 1200 square feet of floor space, exclusive of garage, whether such garage is attached to the dwelling or constructed separately therefrom.

6. Every dwelling constructed upon said property shall be provided with sanitary, indoor plumbing.

7. No outbuilding shall be constructed upon any of said property, except a garage with above-room and/or garage apartment attached thereto, nearer than 75 feet from the street upon which said property fronts.

8. No dwelling house shall be constructed nearer than 40 feet from the street in front thereof.

9. No shade, trellis or tank shall ever be placed upon any of said property for shading or any other purpose, except that trellises belonging to individual owners of said property may be kept upon the premises provided they are not used for dwelling purposes.

10. No dwelling house or other structures shall be moved upon the premises from outside said subdivision, except with the express consent of the "Committee" as hereinafter provided.

11. Before the construction of any dwelling for any outbuilding permitted by these restrictions is commenced, the plans and specifications therefor shall be first submitted to the "Committee" and by it approved, which committee shall consist of A. C. Ewin, A. E. Ewin and Marshall G. Lechte. And it is provided that the said A. C. Ewin shall have the right at any time and without notice, to substitute anyone to serve upon said Committee.

12. No part of said property shall ever be moved, used or occupied by persons of the negro or Mexican race, except as servants of white persons owning or occupying said property, and then separate quarters shall be provided for the occupancy of such servants.

13. All dwelling houses constructed upon said property shall face the street in front thereof, except the following: Dwellings constructed upon the following lots shall face the Highway (Texas State Highway No. 87): Lots Nos. 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

A. C. Ewin
Marietta E. Ewin

RECORDED this 24th day of August, A. D. 1950.

THE STATE OF TEXAS:

THE COURT OF KANSAS: JUDGE MR. A. BOAZER Public in and for Kerr County, Texas, on this day personally appeared A. C. Ewins and Harriette A. Ewins wife of said A. C. Ewins known to us to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to us that they executed the same for the purposes and considerations therein expressed. And the said Harriette A. Ewins wife of the said A. C. Ewins said to be and admitted to be, jointly and apart from her husband, and having the same fully explained to her, she, the said Harriette A. Ewins acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 14th day of August A. D. 1960.

[illegible]

Notary Public in and for Kerr County, Texas

(17213)

F. M. KRYVOMAZ

[illegible]

918 Golf Ave.

Appendix 11.0. 2011

A. C. Wright

Kerrill, Teru

FIELD NOTES to a tract of land situated in Kerr County, Texas and being 89.85 acres out of original Survey #40, Wm. Nell and 30.6 acres out of original Survey #70, W. T. Brock, to be hereinafter known as "CANTALUPE MEADOWS" a subdivision of part of the two surveys mentioned above.

REDUCED to an iron stake on top of bluff set 608 feet S.11.0° 30' W. and 350 feet S.40.0° 15' E. from the west or upper direct corner of the E. 1/4. Note for the S. E. corner of this tract, THENCE S.41.0° 15' E. 240 feet to an iron stake set for a N. E. corner of this subdivision. THENCE S.40.0° 15' E. 200 feet to an iron stake set for corner. THENCE S. 30.0° 15' W. 108.1 feet to an iron stake set for corner. THENCE S.20.0° W. 100 feet to an iron stake on the N. W. corner of Hilltop Drive as to be delineated in this subdivision. THENCE S.01.0° 45' E. at 80 feet the S. E. corner of said Hilltop Drive and at 242.5 feet an iron stake in fence line set for corner. THENCE with the fence line S.13.0° 15' E. 21.0° 15' W. 1,250.0 feet, at 6 feet and S.45.0° 15' W. 148 feet to an iron stake for corner. THENCE S.01.0° 15' E. 1065.3 feet to an iron stake in the West line of Texas State Highway #87, set for a S. E. corner of this subdivision. THENCE S. 3.0° 15' W. the center line of the center line of Elm Way (a street in this subdivision), at 790.5 feet the center line of said Elm Way (a street in this subdivision), and at 970.5 feet a concrete right-of-way marker set at the beginning of a curve to the left. THENCE with the arc of said curve to the left, whose radius is 814.95 feet, 289.5 feet to a N. E. corner set for the S. E. corner of this tract. THENCE with the fence line S.15.0° 15' E. 584.5 feet, N.75.0° 15' E. 1,008.5 feet, N.71.0° 15' E. 1100 feet and N.70.0° 15' E. 370 feet to an iron stake on top of bluff above the Coanalee River. THENCE with the meander of the top of said bluff, S.70.0° 15' E. 124.8 feet, N.45.0° 15' E. 125.7 feet, S.45.0° 15' E. 101.5 feet, N.45.0° 15' E. 100 feet, N.43.0° 15' E. 108.4 feet, N.108.0° 15' E. 100 feet, N.15.0° 15' E. 100.1 feet, N.15.0° 15' E. 307.5 feet, N.10.0° 15' E. 194.8 feet, N.6.0° 15' E. 99.5 feet, S.11.0° 15' E. 100.5 feet and N.11.0° 15' E. 99.7 feet to the place of beginning. This tract containing a total of 46.95 acres of land. Tr. 107.

to determine the size and dimensions of which are shown in the accompanying plan.

[illegible]

BEA WAY - - - BEGINNING at a point in the West line of Texas State Highway 447, 243 feet $21^{\circ}10'13''$ from the S.E. corner of this subdivision, 250.5 feet, $79^{\circ}50'0''$, 411.6 feet, $3^{\circ}55'0''$, 421.7 feet, N. $61^{\circ}15'$, 70 feet and N. $75^{\circ}18'$. THENCE west to a point in the West line of Hilltop Drive. This street to be 25 feet in width on each side of this center line throughout its entire length plus a triangular street lying S. W. of

OAK WAY - - - BEGINNING at a point in the East line of Texas State Highway #67, 990.4 feet S.10°12'12"E. from the N. W. corner of this subdivision. THENCE N.89°04'W. 901.4 feet and N.71°04'W. 1198.2 feet to a point in the West line of Hilltop Drive. This street to be 22 feet in width on each side of this center line throughout its entire length.

WILSON DRIVE - - - ADJACENT at an iron stake in the West line of Site #10 set 60 feet N.106°41'W. from the N. E. corner. THENCE N.16°34'W. at 60 feet to the N. E. corner of Site #15, at 85 feet a point 25 feet N.71°04'W. from the end of the center line of Oak Way and at 470 feet an angle point. THENCE N.15°04'W. 510.0 feet and N. 70°41'W. 475 feet to the end of this street at a point 15 feet S.28°43'W. from the N. E. corner of Site #6 and the N. E. corner of Site #4 of this subdivision. This street being 40 feet in width on each side of this center line except for the first 60 feet which part of this street is 25 feet in width on the West side of Oak Center Street only. It being expressly understood that any purchaser of Site 3 to 1 inclusive is to receive right of way and easement over a private roadway but that no roadway is to be dedicated to the public further than this point at this time.

I, F. M. Ryelandall, a licensed land surveyor of Texas do certify that these field notes and accompanying plat represent the results of an actual survey made on the ground by me and that they do truly describe the property in question.

F. W. Kuykendall
County Surveyor, Kerr County, Texas.
June 24, 1950

Pa. 4034

THE STATE OF TEXAS;

COUNTY OF BAR

On this the 14th day of August, A. D. 1927, came on to be considered the application of A. O. Kewin, of Kerr County, Texas, for the approval of a Plat, Field Notes, and Dedication of a certain subdivision to be known as "UNIONVALLEY HEIGHTS", out of and part of Barneys No. 32-24-25, Mett and Co, 70, N. T. Creek, located in Kerr County, Texas, and with said "UNIONVALLEY HEIGHTS", is fully described in the Plat and dedication filed herein, and of which A. O. Kewin is the owner and dedicator.

and it appearing to the Court that said subdivisions, plot and dedication meet all of the requirements prescribed in the laws of the State or Terms thereto to appertaining.

therefore, upon motion made by E. Roberts and seconded by W. E. Perry, it is unanimously agreed, adopted and decreed by the Court that said application, "MAY/JULY HEARS" be admitted to record in the Map and Plat records of the County Clerk of Kerr County, Texas, and the same is hereby ordered to be so recorded upon the payment of the recording fee therefor.

And it is further ordered that this order be properly entered in the minutes of the Commissioners' Court of Garf County, Texas.

Witness our hands this 14th day of August, A. D. 1960.

Cham. H. Volter

W. H. Fuzz

V. h. Post-

How Many

CONFIDENTIAL

The World's

Witness: Laurence Stephens
Clerk, County Court, and Ex-Officio Clerk,

illed for Record August 17, 1930, at 5:00 o'clock P. M.

141

County Clerk
By _____
S. J. Thibodeau

100

PLAT OF
GUADALUPE HEIGHTS
 A SUBDIVISION OF PART OF
 SURVEY 69 & WILLIAM WATT
 SURVEY 70 IN W. T. CROOK
KERR CO. TEXAS
JAN 24 1940

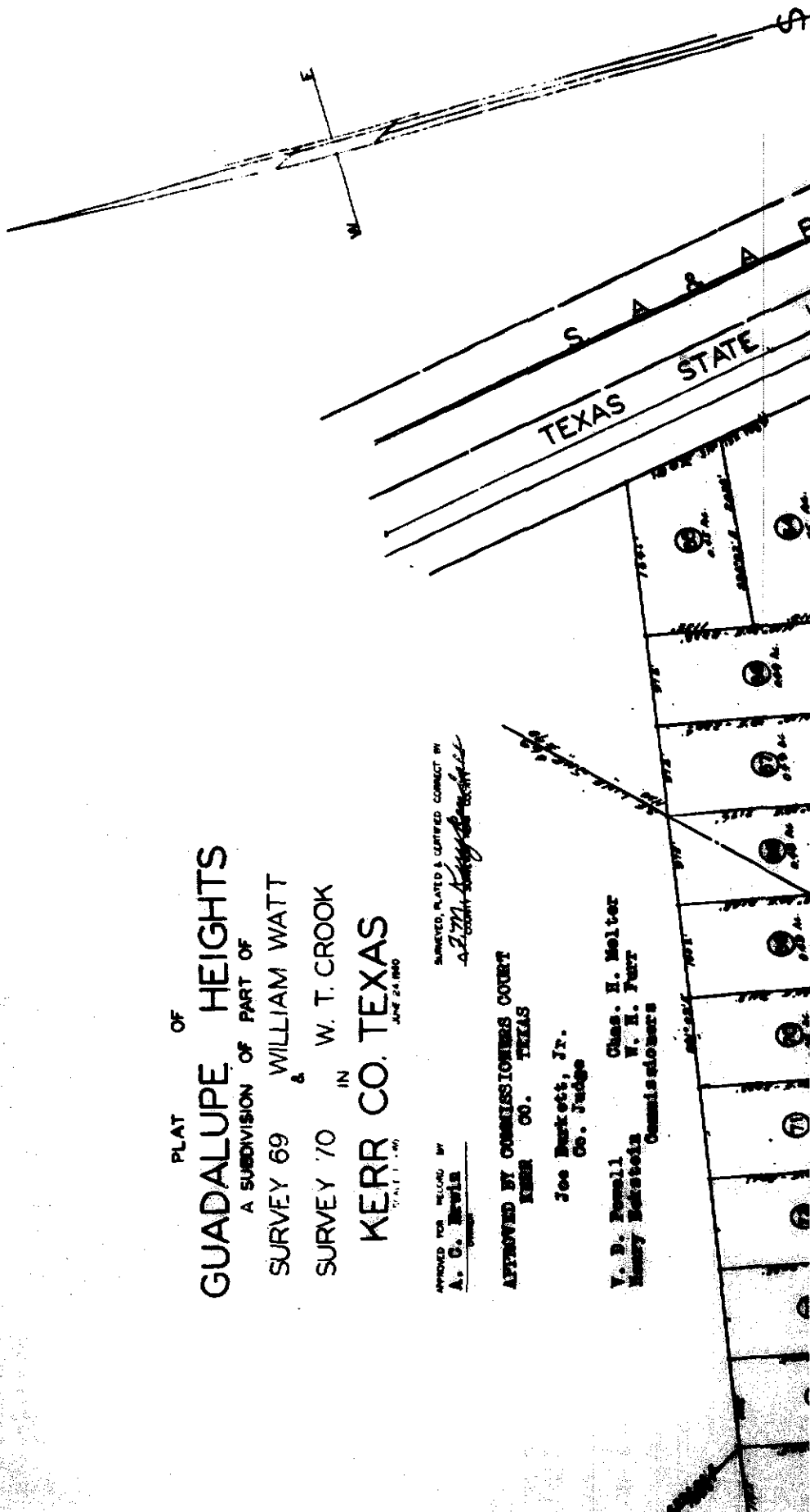
APPROVED FOR RECORD BY
A. C. Davis

SURVEYED, PLATED & CERTIFIED CORRECT BY
[Signature]

APPROVED BY COMMISSIONERS COURT
 KERR CO. TEXAS

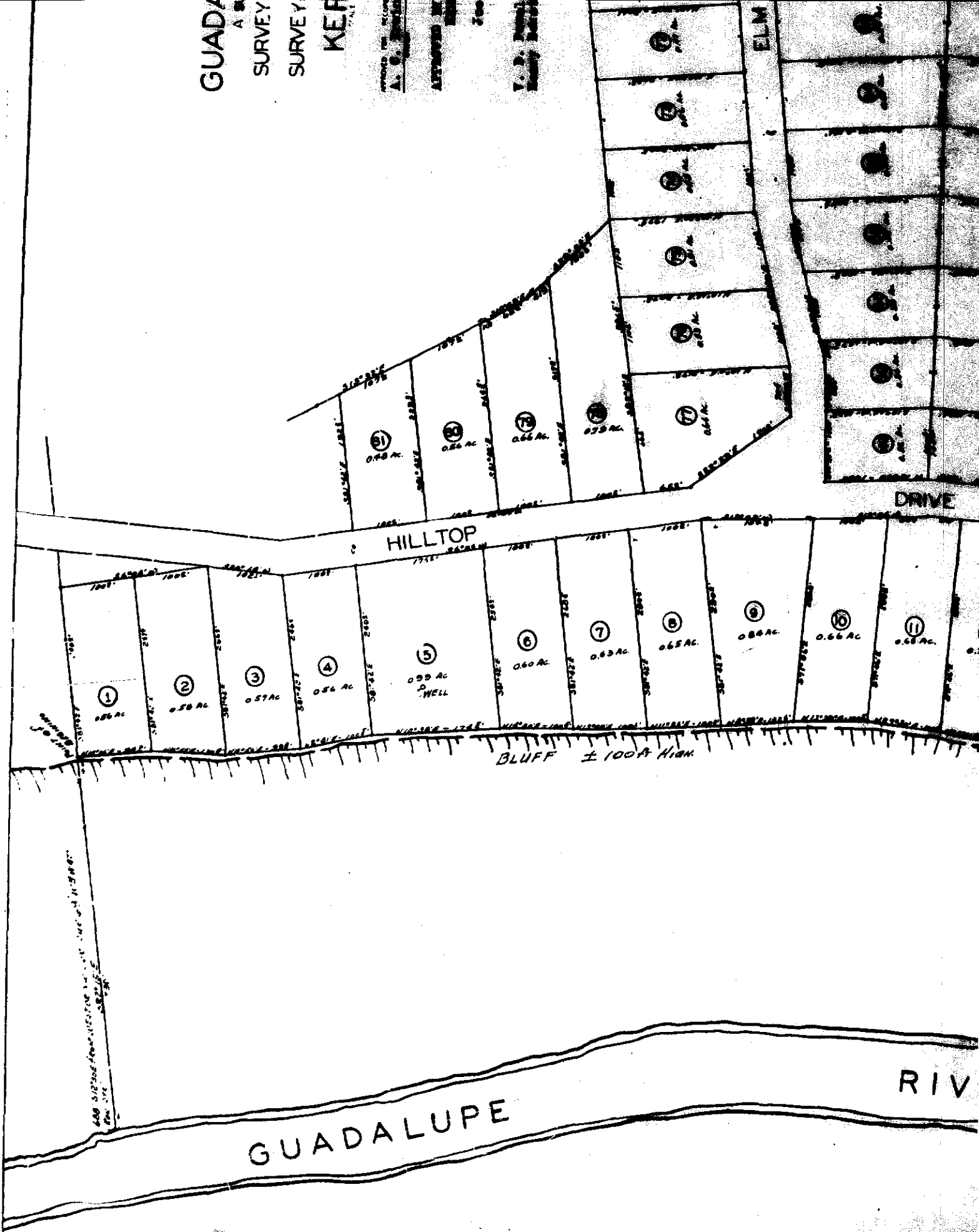
Joe Burckett, Jr.
 Co. Judge

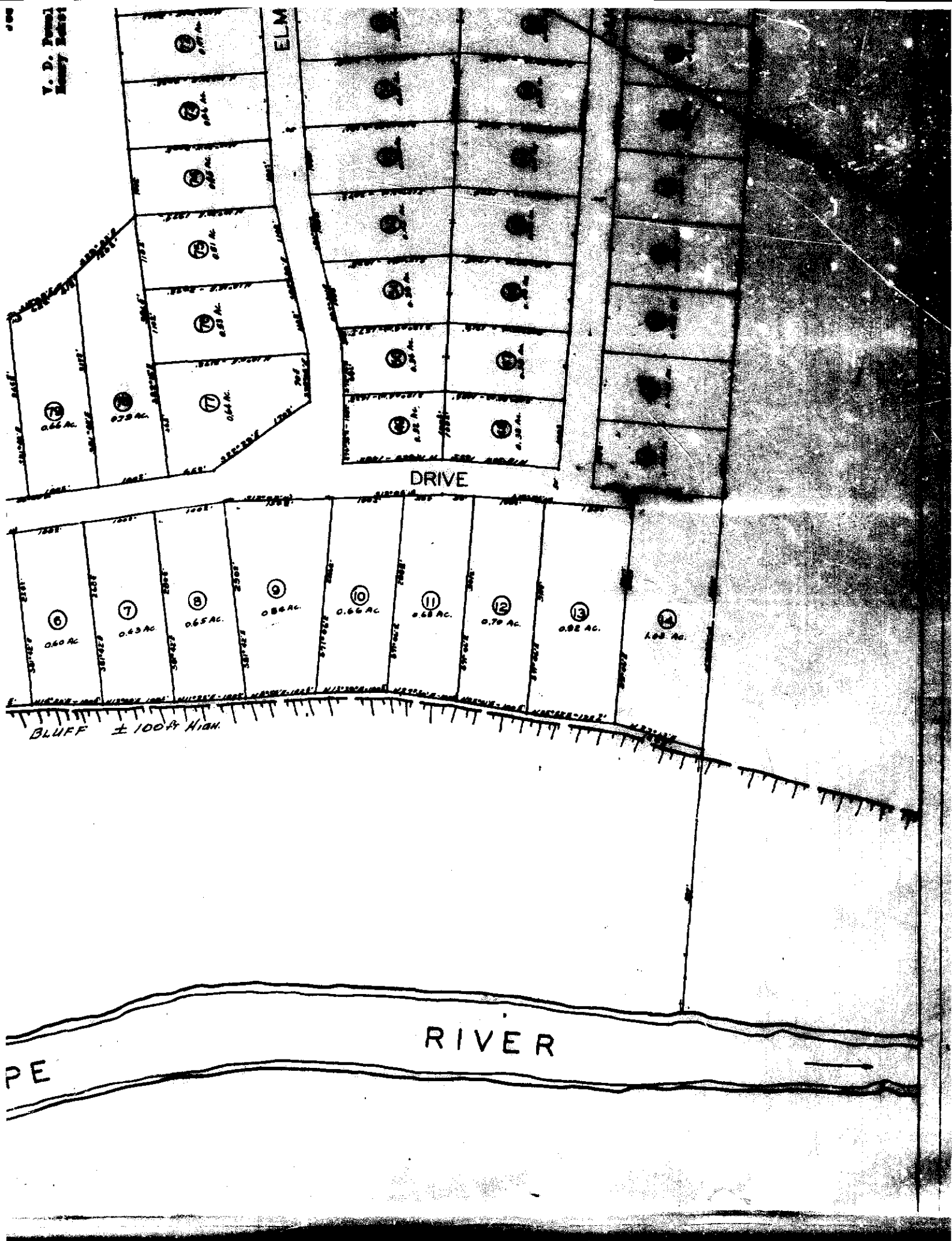
V. D. Powell
 Harry Weinstein
 Chas. H. Meltzer
 W. H. Furr
 Commissioners



GUADALUPE
A. S. SURVEY
SURVEY
KEY

APPROVED BY
A. S. SURVEY
ATTORNEY IN
F. S. SURVEY





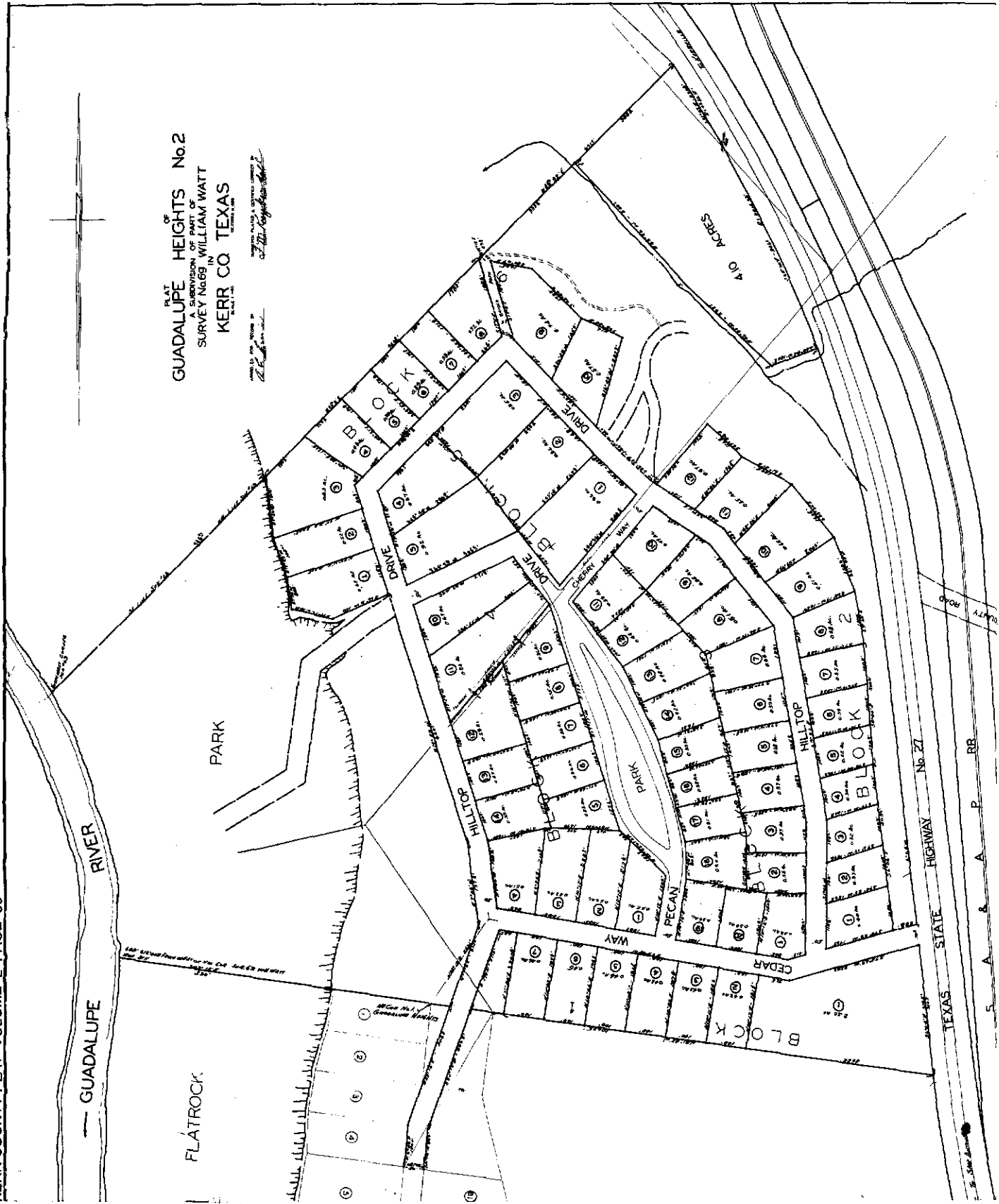
Y. D. Powell
Henry Holstein
Chas. H. Molter
W. H. Furr
Commissioners

S A R A P H R
TEXAS STATE HIGHWAY NO. 27

ΣΤΕΦΑΝΟΣ

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PLAT
GUADALUPE HEIGHTS No. 2
A SUBDIVISION OF PART OF
SURVEY No. 69 WILLIAM WATT
IN
KERR CO TEXAS
JAN 11 1968

WITNESSES
J. M. [Signature]
J. M. [Signature]

DESCRIPTION:
This plat comprises 6.30 acres out of Survey No. 63, William Mott, Abstract No. 367, being Lot No. 1 through Lot No. 39.
The owner's share home, ACE RANCH ROAD and ACE RANCH LANE and the above roads.

RESTRICTIONS:
Lots No. 3, 4, 5, 6, and 7, and lots No. 35, 36, 37, 38 and 39 are subject to the same restrictions as those contained in the Declaration of Covenants, Conditions and Restrictions recorded in Volume 2 on April 24, 1956 in the Plat Records of Kerr County, Texas.
Lots No. 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 are subject to the same restrictions as those contained in the Declaration of Covenants, Conditions and Restrictions recorded in Volume 2 on April 24, 1956 in the Plat Records of Kerr County, Texas.

PECAN WAY

Guadalupe Heights No. 2
(this side)

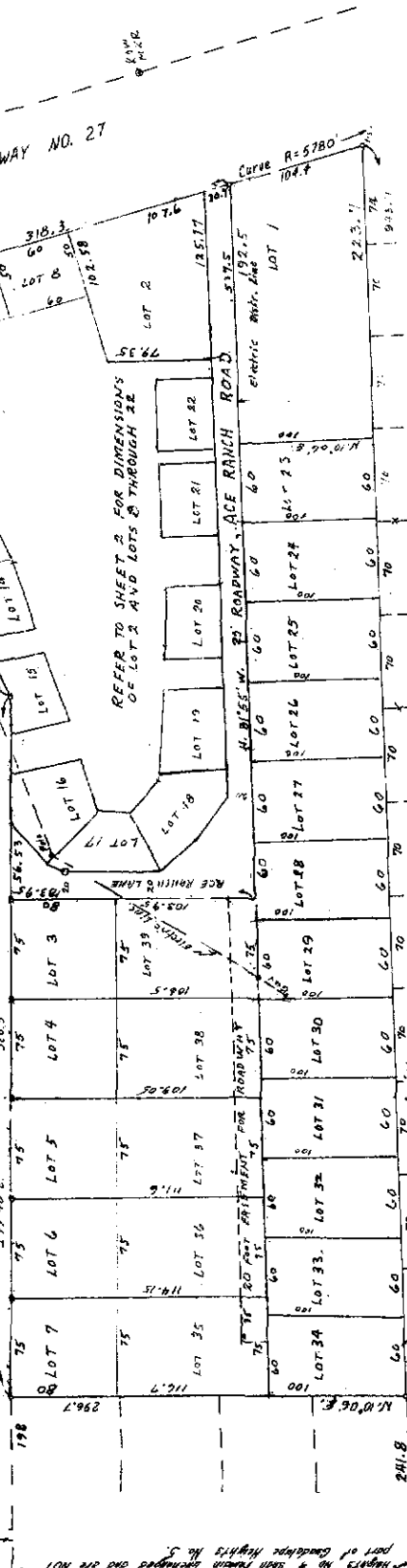
HILLTOP DRIVE

CEDAR WAY

STATE HIGHWAY NO. 27

CEDAR WAY

579'48.6'



REFER TO SHEET 2 FOR DIMENSIONS OF LOT 2 AND LOTS 2 THROUGH 22

ACE RANCH ROAD

20' ROADWAY

ACE RANCH ROAD

20' ROADWAY

ACE RANCH ROAD

20' ROADWAY

ACE RANCH ROAD

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20' ROADWAY

ACE RANCH ROAD

20' ROADWAY

ACE RANCH ROAD

20' ROADWAY

CERTIFICATE OF AUTHENTICATION

THE STATE OF TEXAS:
COUNTY OF KERR: I, William E. Palmer, Surveyor No. 63, hereby certify that the plat on which this is inscribed is a subdivision to be known as GUADALUPE HEIGHTS NO. FIVE.

In witness whereof, I have affixed my hand at Greenville, Texas, this 19th day of February, A.D. 1978.

W. E. PALMER
WILMA E. PALMER

THE STATE OF TEXAS:
COUNTY OF KERR: I, Louis Dominguez, Surveyor No. 107, hereby certify that the plat on which this is inscribed is a subdivision to be known as GUADALUPE HEIGHTS NO. FIVE.

Louis Dominguez
Louis Dominguez
Surveyor Public, Kerr County, Texas

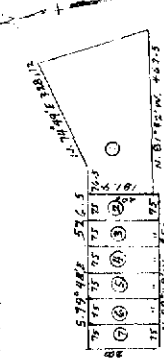
I, Louis Dominguez, Registered Professional Engineer, No. 4433, Registered Public Surveyor No. 107, a Licensed Land Surveyor, and County Clerk of Kerr County, Texas, and Charles B. Dominguez, Registered Public Surveyor No. 107, hereby certify that the plat on which this is inscribed is a subdivision to be known as GUADALUPE HEIGHTS NO. FIVE.

Charles B. Dominguez
Charles B. Dominguez
Registered Public Surveyor No. 107
TELEPHONE (KERR) 686-1000



INSERT OF VOTED PLAT

THIS INSERT shows lots 10, 23, 24, 25, and 27 of Guadalupe Heights No. 4, according to plat of same recorded in Volume 3 on Page 11 of the Plat Records of Kerr County, Texas, which said portion of Guadalupe Heights No. 4 is hereby divided and its area is included in the New Part of the GUADALUPE HEIGHTS NO. FIVE.

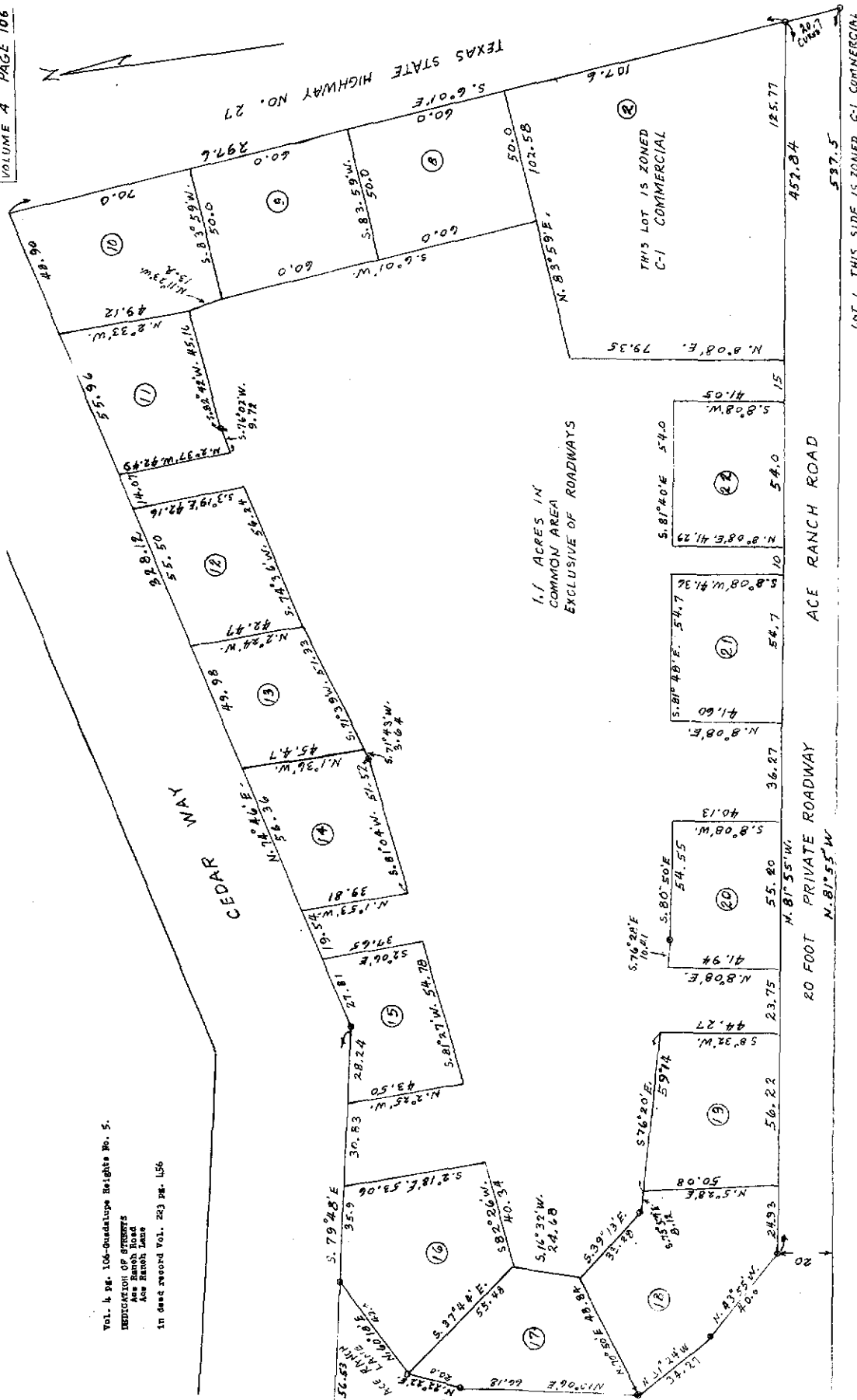


VOIDED PLAT

PLAT OF
GUADALUPE HEIGHTS NO. FIVE
OUT OF SURVEY NO. 69
WM. E. PALMER
KERR COUNTY, TEXAS
SCALE 1"=50' FEB. 19, 1978 313-A

This plat comprises 2 sheets
This is sheet 1 of 2 sheets

Vol. 4 pg. 106-Guadalupe Heights No. 5.
 REDIMENSION OF STREETS
 Ace Ranch Road
 Ace Ranch Lane
 In last record Vol. 263 pg. 156



PLAT OF
 PART OF
 GUADALUPE HEIGHTS NO. FIVE.
 OUT OF SURVEY NO. 69
 WILLIAM WATT, ABSTRACT NO. 367
 KERR COUNTY, TEXAS
 SCALE 1" = 50 FEET
 FEBRUARY 10, 1928

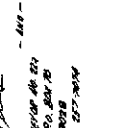
Approved by the Commission Court of Kerr County, Texas on the 24th day of
 February, 1928 by City, to 15th of said Court and was filed for
 record of the 1st day of March, 1928 at 11:00 o'clock and was thereon
 signed by the City Clerk of the said County, Texas.

James H. Starnes
 City Clerk of Kerr County, Texas



I, Louis Cummings, Registered Professional Engineer No. 833, Registered Public Surveyor No. 22,
 a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and Charles B. Thompson,
 Registered Public Surveyor No. 1727, do hereby certify that the survey represented on the plat
 on which this is recorded, is the true and correct survey of the land, and that the plat does truly
 represent the property in question.

Charles B. Thompson
 Registered Public Surveyor No. 1727
 Telephone (RMS) 896-1000



112/

Soil

By James H. Smith Deputy

0-0-0-0-0-0-0-0-0-0-0-0-0

nr 112/27

WHEREAS, heretofore A. C. Erwin and wife, Harriette E. Erwin caused to be placed of record certain plats, plans and dedications covering subdivisions known as "GUADALUPE HEIGHTS" and "GUADALUPE HEIGHTS NO. 2", situated in Kerr County, Texas, and found of record respectively in Vol. 2, page 12 and Vol. 2, page 36, Kerr County Plat Records, and in connection with the same did adopt and record certain restrictive covenants governing the use and occupancy of the lands in said subdivisions; and,

WHEREAS, one such restrictive covenant provided for the approval by a committee of the plans and specifications for any improvements constructed upon the subdivided lands, naming as such committee A. C. Erwin, Arthur R. Erwin and Darrell G. Lochte, any two of whom might act; and,

WHEREAS, the said A. C. Erwin is now deceased, and all of his rights, powers, authority and title in and to such subdivisions has now vested in ACE RANCH-O-TEL, INC., a Texas Corporation, including the authority to appoint another member of such committee;

NOW, THEREFORE, ACE RANCH -O-TEL, INC., acting herein by and through its officers thereunto duly authorized, has this day appointed, and by these presents does appoint, as the third member of such committee, Elizabeth Broughton, she to have all such power and authority in the premises as was and is held by the individual members of such original committee; and to the extent of the appointment here made, such restrictions are amended, and as so amended shall continue in full force and effect.

The said restrictions are further amended, so that the minimum living area for any single family dwelling shall hereafter be 1,000 square feet, exclusive of garage and porches, whether attached or detached, and the minimum area for any duplex or two-family dwelling shall be 1,500 square feet, exclusive of such garage and porches; provided, however, that this amendment shall not affect, or impair the rights of any holder or holders of title to any part of such subdivisions, or either of them, holding under deeds dated prior to the execution and filing of this amendment.

Insofar as any prior acts of said Elizabeth Broughton with respect to the approval of plans and specifications are concerned, all such acts are hereby adopted, ratified and confirmed.

EXECUTED this 1st day of February, A. D. 1962.

ACE RANCH-O-TEL, INC.
By /s/ Robert W. Erwin
President

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared _____,

GIVEN under my hand and seal of office this 3rd day of February, A. D. 1962.

Soal

By Manoel Henrique Deputy

~~0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0~~

COUNTY OF KERR:

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said CURTIS D. WORTLES and wife, JUDITH

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said The Great Texas Lumber Company, its successors and assigns forever; and it does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said The Great Texas Lumber Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Corporate Seal
ATTEST:
/s/ Elizabeth Broughton
/t/ Elizabeth Broughton, Secretary

/s/ R. W. Erwin
/t/ R. W. Erwin, President

COUNTY OF KERR I

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared R. W. ERWIN, PRESIDENT OF ACE RANCH-O-TEL, INC., 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 as the act and deed of said corporation and as President thereof.

Notary Public in and for the State of California

My Comm. Expires 11-11-1965.

Robert R. Barton
Notary Public, Kerr County, Texas.

By Marshall Smith Deputy

121/93

443

COUNTY OF KERR I

WHEREAS, heretofore, A. C. Erwin and Harriette E. Erwin, husband ___ wife, caused to be subdivided into lots, blocks and streets, certain lands in Kerr County, Texas, such subdivisions being known and designated as Guadalupe Heights, and Guadalupe Heights No. 2, plats and dedications of the same appearing of record respectively in Vol. 2, page 12, and Vol. 2, Page 36, Kerr County Plat Records; and,

WIERHAS, certain restrictive covenants were incorporated in the aforesaid dedications, with provision that the same might be enforced by reversion of title to the said A. C. and Harriette E. Erwin; and,

WHEREAS, said Ace Ranch-O-Tel, Inc., then conveyed to divers persons various lots in such subdivisions, likewise retaining such reversionary rights, which rights said Corporation now owns and holds; and,

WHEREAS, said Ace Ranch-O-Tel, Inc. intends to liquidate its assets and terminate its corporate existence; and to relieve those persons and corporations who presently own, or may hereafter acquire lands in such subdivisions from any burden upon their titles by virtue of such reversionary rights, desires, release, relinquish and abandon the said reversionary rights;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That ACE RANCH-O-TEL, INC., acting herein by and through its officers thereunto duly authorized, for and in consideration of the premises and the sum of \$1.00 to it in hand paid by all of the owners of land in said Guadalupe Heights and Guadalupe Heights No. 2 (hereinafter called Owners) the receipt of which is here acknowledged and confessed, has this day RELEASED and RELINQUISHED, and by these presents does RELEASE and RELINQUISH, unto the said Owners (respectively as to their said lands and not collectively) all of the foregoing reversionary rights, hereby abandoning such rights and declaring the same extinguished as to all of the said lands affected thereby.

PROVIDED, HOWEVER, and it is expressly understood and agreed that all of the said restrictive covenants (which said reversion was intended to enforce) shall remain in full force and effect, and shall in no wise be impaired by the execution and delivery of this instrument, which is intended solely to remove from the lands in such subdivisions any reversionary interest or right thereto which Ace Ranch-O-Tel, Inc., has or may hereafter be entitled to, or which may be asserted by any person or corporation holding under said Ace Ranch-O-Tel, Inc.

TO HAVE AND TO HOLD the same unto the said Owners, their heirs and assigns and successors,
forever.

EXECUTED at Kerrville, Texas, this 14th day of May, A. D. 1965.

Corporate Seal
ATTEST:
/s/ Elizabeth Broughton
Secretary

ACE RANCH-O-TEL, INC.,
By /s/ R. W. Erwin
/t/ R. W. Erwin, President

THE STATE OF TEXAS)
COUNTY OF MERRI)

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared R. W. Erwin, President of Ace Ranch - O-1el, Inc., 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, as the act and deed of said corporation, and as the President thereof.

GIVEN under my hand and seal of office this 14th day of May, A. D. 1963.

501

Robert R. Barton
Notary Public in and for Kerr County, Texas

Filed for record May 14, 1965 at 4:15 o'clock P. M.
Recorded May 18, 1965 at 3:00 o'clock P. M. (ms)
Volume 121, page 93
ERBIE M. MOENKER, County Clerk

By Maudlin Pitt Deputy

794133

STATE OF TEXAS X
 X
COUNTY OF KERR X

VOL 223 PAGE 442

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE ACE RANCH SECTION OF GUADALUPE HEIGHTS SUBDIVISION,
NO. FIVE

THIS DECLARATION, made on the date hereinafter set forth by WILMA E. PALMER, A Single Woman, of Harris County, Texas hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Kerr, State of Texas, being a part of Guadalupe Heights Subdivision No. Five such part being hereby designated as "THE ACE RANCH SECTION" of said subdivision, and which property is more particularly described in the attached Exhibit "A".

NOW THEREFORE, Declarant hereby declares that all of the properties described in said Exhibit "A" shall be held, sold and conveyed subject to the following easements, restriction, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ACE RANCH PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Building Plot which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Building Plot to an Owner other than a Declarant is described in the attached Exhibit "B".

Section 5. "Building Plot" shall mean and refer to each of the individual numbered lots in said ACE RANCH SECTION, being Lot 8 through Lot 22 of Guadalupe Heights Subdivision, No. Five, as set out on the plat recorded in Volume 4, Page 105 and 106, Plat Records of Kerr County, Texas, into which the property, excepting the Common Area, has been divided for the construction of houses thereon for individual use and ownership.

Section 6. "Declarant" shall mean and refer to WILMA E. PALMER, her heirs and assigns.

ARTICLE II
PROPERTY RIGHTS

VOL. 223 PAGE 443

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Building Plot, subject to the following provisions:

(a) the right of the Association to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and facilities situated thereon.

(b) the right of the Association to suspend the voting rights and right to use of the facilities owned or operated by the Association by an Owner for any period during which any assessment against his Building Plot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

(c) the right of the Association to grant or dedicate any part of the Common Area to any public agency, authority or utility for any service to the Properties or any part thereof.

(d) the right of the Association to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon.

(e) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.

Section 2. Delegations of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Parking Rights. The use of all other parking areas situated in the Common Area shall be subject to the exclusive control and management of the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Declarants and every owner of a Building Plot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Building Plot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Building Plot owned. When more than one person holds an interest in any Building Plot, all such persons shall be members. The vote for such Building Plot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Building Plot.

CLASS B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Building Plot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A members equals the total votes outstanding in the Class B members, or
- (b) on the tenth anniversary date of this Declaration.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Building Plot owned within the Properties, hereby covenant, and each Owner of any Building Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; the improvement, operation, administration, management, preservation and maintenance of the Common Area and any part thereof; the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or certain utilities and services for all Building Plots.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment shall be ONE HUNDRED EIGHTY AND NO/100 (\$180.00) DOLLARS for each Building Plot, which shall be due and payable as provided hereinafter.

(a) The annual assessment shall be payable to the Association in monthly installments equal to 1/12th of such annual assessment, the initial monthly installments shall be \$15.00 until changed as hereinafter provided.

(b) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment may be increased each year not more than 10% (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner, the maximum annual assessment may be increased above 10% by the vote of written assent of 51% of each class of members.

(d) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of a majority of each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Building Plots. Annual assessments shall be made for each Building Plot at the rate of the full Annual Assessment as follows:

- (a) Building Plots owned by Declarant . . . none
- (b) Building Plots with a completed residence sold to individual home-buyers 100%
- (c) Building Plots sold for erection of Homes by the Owner. 100%

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Building Plots on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Building Plot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Building Plot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this action shall be in favor of

the Association and shall be for the benefit of all Building Plot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Plot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Building Plot shall not affect the assessment lien. However, the sale or transfer of any Building Plot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Plot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance.

(a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the Common Areas and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

(b) The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Areas.

(c) Each Owner shall be responsible at his own expense and cost for obtaining his own personal insurance on the building and contents of his own residence, garage, carport or parking space and his additions and improvements thereto, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the Properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

Section 12. Taxes. Each Owner shall directly render for taxation his own Building Plot and improvements and property thereon, and shall at his own cost and expense directly pay all taxes, levied or assessed against or upon his Building Plot and improvements and property thereon. It is contemplated that the taxing authorities will include a prorata part of the Common Area with the assessment on each Lot and this will eliminate separate taxes on the Common Area. The Association shall render for taxation, and as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon that part of Common Area and the improvements and property appertaining thereto not taxed with the individual building plots.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior

addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

MAINTENANCE AND REPAIRS

Section 1. The Owner. The Owner shall maintain and keep in good repair his Building Plot and the improvements thereon as follows:

(a) On the Owner's Building Plot exterior to any Building thereon, but within the boundaries of the Building Plot including but not limited to the following: the roof(s), exterior walls, foundations, windows, doors, walks, drives, patio(s), fences, glass surface, hardware, gutters, downspouts, electrical, telephone, natural gas and plumbing facilities, heating and cooling equipment, trees, landscaping, shrubs, grass and all other improvements on and in the Building Plot.

(b) In the Common Area, all water, telephone, natural gas and electrical service systems from the point of Owner's connection to the service supplier's system to and throughout the Building Plot and its improvements; all walks and driveways for the exclusive use of Owner's Building Plot between the Building Plot and the Common Area drives and walks.

(c) The Owner shall not perform any act or work that may impair the structural soundness of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist on his Building Plot which will adversely affect the other residences or their Owners.

Section 2. The Association. The Association is responsible for the maintenance and repairs to the Common Areas as provided for within this document, but it is not responsible for any of the Owner's responsibilities as provided in Section 1 hereof. However, the Association shall and does have rights in connection with the Owner's responsibilities and acts related thereto as follows:

(a) In the event the Owner does not perform his responsibilities for maintenance as provided in Section 1 hereof or as may be set forth in the Rules and Regulations of the Association adopted from time to time, the Association, upon approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Building Plot and to repair maintain, and restore the Building Plot and its improvements. The cost of such work shall be added to and become a part of the assessment to which such Building Plot is subject.

(b) In the event the need for maintenance or repair of any Common Area which ordinarily would be the responsibility of the Association is caused through the willful or negligent act of the Owner, his family, guests, invitees, employees,

or agents, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which the Building Plot of such Owner is subject.

(c) The entire water system and sewer system including the septic tanks and the field lines are a part of the common area and shall belong to the Association. The Association shall be responsible for all repairs to the water and sewer systems.

(d) No dishwasher or washing machine shall be connected to the sewer system by any owner. If such appliances are installed in any house within the section the owner must arrange for their own surface disposal of the waste water from them.

ARTICLE VII

USE RESTRICTIONS

The Building Plots and the Common Area shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use his Building Plot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single family residence for the Owner, his family, guests and tenants of not less than 1,000 square feet of floor area, measured through the exterior walls of the building. No Building Plot shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a residence except as provided in Section 2 below. The size limitation on building shall not apply to buildings in existence as of the date of this Declaration but shall apply to all new construction hereafter.

Section 2. It is understood that Lot 2 is zoned for commercial use and is leased and is now being used as a restaurant and is excluded from The Ace Ranch section and the Lessee shall have no rights to the Common Area or the use thereof. The Lessee of Lot 2 has the option to purchase said Lot 2 and the further option to purchase Lot 22 and the adjoining part of the Common Area as described in Exhibit "B" attached hereto. In the event Lot 22 is sold with Lot 2, it may also be used for commercial purposes along with said Lot 2 and will be excluded from this Declaration by such conveyance.

Section 3. Obstruction of Common Area. There shall be no obstruction of Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 4. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Building Plot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be per-

mitted in any street, driveway or yard adjacent to a street, or in the Common Area. No vehicle shall be parked on streets or driveways so as to obstruct ingress and egress by the Owners of the Building Plots, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed Forty-eight (48) hours, family, guests and invitees of Owners of Building Plots may park their vehicles in the guest parking areas. Guest parking areas are not intended for use by the Owners of Building Plots for parking or storing boats, trailers, camping units, or any personal vehicles and the Board of Directors may insure the proper use of said areas in such legal manner as it deems necessary.

Section 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other out building shall be used on any Building Plot at any time as a residence either temporarily or permanently; nor shall any used residence or other structure be moved onto any Building Plot.

Section 7. Signs. No sign of any kind shall be displayed to public view on any Building Plot or Building except one sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent.

Section 8. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Building Plot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Building Plot.

Section 9. The Ace Ranch Section as described in Exhibit "A" attached hereto is designated as an adult living area for retired persons and couples with older children. No children under the age of Sixteen Years shall reside on any Lot in the Section. In the event a child should be born to any owners, such owners shall within one year sell or lease his or her property and move from the premises. Should any owner take custody of an older child, under sixteen years of age, then such owner shall sell or lease his or her property and move from the premises within Ninety (90) Days. No house in the section shall be sold, leased or rented to persons having children under sixteen years of age who shall reside on the property.

Section 10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Plot, except that dogs, cats or other household pets, not to exceed a total of one pet, may be kept provided that it shall not become a nuisance and is not kept, bred or maintained for any commercial purposes.

Section 11. Garbage and Refuse Disposal. No Building Plot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from public view. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 12. Use of Common Area. Except within the areas of a Building Plot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Properties except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress and egress and the right and easement of

enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Properties outside the exterior property lines of each Building Plot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and any additions thereto, and is necessary for the protection of said Owners. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and the exteriors and roofs of the residences, including but not limited to, parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives.

Section 13. The Declarant has reserved the land lying between Lots 11 and 12, between Lots 15 and 16, between Lots 19 and 20 and between Lots 20 and 21, the exact areas of these reservations being determined by drawing a line between the inside corners of such lots. The purpose of the reservation of these areas is to allow the Declarant to increase the size of either or both of said Building Plots adjoining so that an additional room may be built on to the existing house. Should this additional area be conveyed with a lot then the owner is given the right to construct such additional room providing that the exterior harmonizes with the existing house on the lot and the other homes in the Section. Declarant also reserves a portion of the Common Area adjoining Lot 2 and Lot 22 as described in Exhibit "B" attached hereto. This reserved area may be sold with Lot 2 as set out in Section 2 above. Any part of any reserved area may be added to the Common Area at any time.

Section 14. Non-Discrimination. No action shall be carried on upon any Building Plot or the Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

ARTICLE VIII

EASEMENTS

Section 1. The roadways shown on the section appearing of record in Volume 4, Page 106, of the Plat Records of Kerr County, Texas, as Ace Ranch Road and Ace Ranch Lane are not a part of the Common Area and have been dedicated as Public Roads to serve the Ace Ranch division in Kerr County, Texas.

Section 2. Utility, Emergency and Association. There is hereby created a blanket and perpetual easement upon, across, over, under and above all of the Properties for ingress, egress, installations, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system, if any such system is installed. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any

Building Plot to perform the duties of maintenance and repair of the residence or Common Area provided for herein.

Section 3. Utility Services. Each Building Plot Owner shall directly pay at his own cost and expense for all gas, electricity and other utilities used or consumed by him.

Section 4. Changes and Additions to Easements. The Declarant reserves the right to make minor changes and additions to the above easements, as to any Building Plots owned by her, for the purpose of efficiently and economically installing and operating above mentioned utilities.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Special Common Area. Lots 3 and 39 of Guadalupe Heights No. Five are a part of the Common Area of THE ACE RANCH Section and these lots shall be used for the location of the septic tanks of the sewer system, parking areas, recreation areas and such other purposes as may be directed by the Board of Directors of the Association.

Section 2. Associate Memberships. The Association may create "Associate Memberships" to the Association and permit such members to use the recreation facilities in the Common Area, charging such fees as the Board of Directors may direct. However, such Associate member shall have no vote in the Association. Any Associate membership may be cancelled at anytime by the Board of Directors by refunding any fees paid, with or without cause.

Section 3. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Duration. The rights, use easements, and privileges of the Owners in and to the Common Area as provided for herein shall be deemed to be covenants running with the land and shall be of perpetual duration. All other provisions, restrictions, covenants and conditions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Building Plot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Building Plot Owners. Any amendment must be recorded in the Deed Records of Kerr County, Texas.

Section 6. Amendments by Declarant. The Declarant reserves and shall have the right at any time and from time to time without the joinder or consent of any Owner or any other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the

vested property rights of any home owner or his mortgagee.

IN WITNESS WHEREOF, the undersigned, has hereunto set her hand this 9th day of July, 1979.

Wilma E. Palmer
WILMA E. PALMER

STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared WILMA E. PALMER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of July, 1979.

E. L. Anthony
Notary Public in and for Harris
County, T e x a s

E. L. ANTHONY

Notary Public in and for Harris County, Texas
My Commission Expires June 30, 1980

FILED FOR RECORD

at 11:53 o'clock 9 M.

JUL 17 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Samuel D. [Signature] Deputy

A tract of land of Guadalupe Heights No. Five, a Subdivision in Kerr County, Texas, according to the Plat thereof recorded in Volume 4 on Pages 105 and 106 of the Plat Records of Kerr County, Texas, said tract including Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, and the Common Area lying between said Lots as shown on Page 2 of the Plat of the said Guadalupe Heights No. Five Subdivision (Vol. 4, Page 106 of the Plat Records of Kerr County, Texas) and Lot 3 and Lot 39 of said Guadalupe Heights No. Five (save and except the South twenty (20) feet of said Lot 39 which has been dedicated as a public roadway); all of said property being described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 3 of Guadalupe Heights No. Five Subdivision;

Thence along the South Right-of-way line of Cedar Way Street, North $79^{\circ} 48'$ east a distance of 226.50 feet to a point;

Thence North $74^{\circ} 46'$ east, continuing along the South line of Cedar Way Street, a distance of 328.12 feet to a point for corner in the Westerly right-of-way line of Texas State Highway No. 27;

Thence South $6^{\circ} 01'$ East, a distance of 318.3 feet to the intersection of the South line of Ace Ranch Road and the Westerly line of State Highway No. 27;

Thence along the Southerly line of Ace Ranch Road, North $81^{\circ} 55'$ West, a distance of 537.5 feet to the Southeasterly corner of Lot 39 of said Guadalupe Heights No. Five Subdivision;

Thence North $10^{\circ} 06'$ East along the Easterly line of said Lot 39, a distance of 20 feet;

Thence North $81^{\circ} 55'$ West parallel to the South line of said Lot 39, a distance of 75 feet to the Westerly line thereof;

Thence North $10^{\circ} 06'$ East along the Westerly line of the said Lot 39 and the Westerly line of said Lot 3, a distance of 166.5 feet to the place of beginning in the Southerly line of Cedar Way Street.

SAVE AND EXCEPT Lot 2 of said subdivision which is zoned C-1 commercial and is excluded and not a part of said Ace Ranch Section.

A tract of land out of Guadalupe Heights No. Five, a Subdivision in Kerr County, Texas, according to the plat thereof recorded in Vol. 4 on Pages 105 and 106 of the Plat Records of Kerr County, Texas, Being all of the land shown on Page 2 of the Plat of Guadalupe Heights No. Five Subdivision, Kerr County, Texas, which appears of record in Vol. 4 Page 106 of the Plat Records of Kerr County, Texas, and Lot 3, and Lot 39 of said Guadalupe Heights No. Five Subdivision, save and except the South Twenty (20) feet of said Lot 39 which has been dedicated as a public roadway;

SAVE AND EXCEPT the numbered building plot lots being Lots 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, as shown on said Page 2 of the recorded Plat of Guadalupe Heights No. Five Subdivision. Kerr County, Texas;

AND SAVE AND EXCEPT the land lying between Lots 11 and 12, between Lots 15 and 16, between Lots 19 and 20, between Lots 20 and 21, and between Lots 22 and 2 of said Guadalupe Heights No. Five Subdivision, the exact area of these exceptions being determined by drawing a line between the inside corners of such lots involved;

AND SAVE AND EXCEPT that the portion of the Common Area adjoining Lots 2 and 22 described as follows:

Beginning at the southwest corner of Lot Two (2) of the Guadalupe Heights No. Five (5) Subdivision;

Thence north $81^{\circ} 55'$ west, a distance of 15 feet, to the southeast corner of said Lot Twenty-two (22);

Thence north $8^{\circ} 8'$ east along the easterly line of said Lot Twenty-two (22), a distance of 41.05 feet to the northeastern corner of said Lot Twenty-two (22);

Thence north $81^{\circ} 40'$ west, a distance of 54 feet to the northwesterly corner of said Lot Twenty-two (22);

Thence north $8^{\circ} 08'$ east to the intersection of the northerly line of said Lot Two (2) if the same were extended on a course of south $83^{\circ} 59'$ west to such point;

Thence north $83^{\circ} 59'$ east to the northwesterly corner of said Lot Two (2);

Thence south $8^{\circ} 08'$ east, a distance of 79.35 feet along the west line of Lot Two (2) to the place of beginning.

AND SAVE AND EXCEPT the roadway tracts shown on the plat of said Guadalupe Heights No. Five Subdivision as ACE RANCH ROAD and ACE RANCH LANE which have been dedicated as public roads.

EXHIBIT "B"

#794133

VOL 223 PAGE 455

Dec. of Covenants, Cond.
+ Restrictions of The Ace
Ranch Section of
Guadalupe Heights
Subdivision, No. Five,

To
The Public

FILED FOR RECORD

at 11:53 o'clock A.M.

JUL 17 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By Anna C. Lee Deputy

Return to:

Wilma E. Palmer ✓

Ace Ranch

4453 San Antonio Hwy.

Kerrville, Texas

Filed for record July 17, 1979 at 11:53 o'clock A.M.

Recorded July 19, 1979

EMMIE M. MUENKER, Clerk

By Betty J. Levey Deputy

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE ACE RANCH SECTION OF
GUADALUPE HEIGHTS SUBDIVISION NO. FIVE**

Amendment made this 26th day of June 2002, by **WILMA E. PALMER**.

RECITALS

1. **WILMA E. PALMER** is the Declarant in the Declaration of Covenants, Conditions and Restrictions of the Ace Ranch Section of Guadalupe Heights Subdivision No. Five recorded in Volume 223, Page 442 of the Real Property Records of Kerr County, Texas. (the Restrictive Covenants)
2. Section 6 of the Restrictive Covenants provides as follows:

“The Declarant reserves and shall have the right at any time and from time to time without the joinder or consent of any Owner or any other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the vested property rights of any home owner or his mortgagee.”
3. By inadvertent error or mistake Section 13 of Article VII on page 9 of the Restrictive Covenants failed to reserve the land lying between Lots 21 and 22 and this Amendment is made for the purpose of correcting this error, ambiguity or inconsistency.

NOW THEREFORE the Restrictive Covenants are hereby amended as follows:

1. Section 13 of Article VII on page 9 is hereby amended to read as follows:

“The Declarant has reserved the land lying between Lots 11 and 12, between Lots 15 and 16, between Lots 19 and 20, between Lots 20 and 21, and between Lots 21 and 22, the exact areas of these reservations being determined by drawing a line between the inside corners of such lots. The purpose of the reservation of these areas is to allow the Declarant to increase the size of either or both of said Building Plots adjoining so that an additional room may be built on to the existing house. Should this additional area be conveyed with a lot then the owner is given the right to construct such additional room providing that the exterior harmonizes with the existing house on the lot and the other homes in the Section. Declarant

5-5-1

also reserves a portion of the Common Area adjoining Lot 2 and Lot 22 as described in Exhibit "B" attached hereto. This reserved area may be sold with Lot 2 as set out in Section 2 above. Any part of any reserved area may be added to the Common Area at any time."

2. The third paragraph of Exhibit "B" is hereby amended to read as follows:

"AND SAVE AND EXCEPT the land lying between Lots 11 and 12, between Lots 15 and 16, between Lots 19 and 20, between Lots 20 and 21, between Lots 21 and 22, and between Lots 22 and 2 of said Guadalupe Heights No. Five Subdivision, the exact area of these exceptions being determined by drawing a line between the inside corners of such lots involved."

3. In all other respects the Restrictive Covenants are hereby ratified and confirmed.

Recorder's Note:
No Exhibit
"B"
Attached

Wilma E. Palmer
Wilma E. Palmer,
Declarant

THE STATE OF TEXAS §

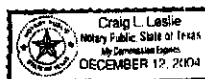
COUNTY OF KERR §

This instrument was acknowledged before me on the 26th day of June, 2002,
by Wilma E. Palmer.

Filed by:
Craig L. Leslie

RETURN TO:
Wilma E. Palmer
333 Water St., Apt. D2
Kerrville, TX 78028

Craig L. Leslie
Notary Public, State of Texas



FILED FOR RECORD
at 10:19 a.m. A.M.
JUL 01 2002

JANNETT PIEPLER
Clerk County Court, Kerr County
J. J. [Signature]

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

JUL 02 2002



Jannett Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1199* PG. *599*
RECORDING DATE

JUL 02 2002



Jannett Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

05023

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE ACE RANCH SECTION OF
GUADALUPE HEIGHTS SUBDIVISION NO. FIVE

Amendment made this 3rd day of January, 2003, by WILMA E. PALMER.

RECITALS

1. WILMA E. PALMER is the Declarant in the Declaration of Covenants, Conditions and Restrictions of the Ace Ranch Section of Guadalupe Heights Subdivision No. Five recorded in Volume 223, Page 442 of the Real Property Records of Kerr County, Texas (the Restrictive Covenants).
2. Section 6 of the Restrictive Covenants provides as follows:

“The Declarant reserves and shall have the right at any time and from time to time without the joinder or consent of any Owner or any other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the vested property rights of any home owner or his mortgagee.”
3. By inadvertent error or mistake Article IV on pages 3,4 and 5 of the Restrictive Covenants provided that any Owner of a “Building Plot” (with the exception of Declarant) was subject to pay annual and special assessments for each “Building Plot” owned when it was intended that such assessment should only apply to Owners of Building Plots with a completed residence thereon and this Amendment is made for the purpose of correcting this error, ambiguity or inconsistency.

NOW THEREFORE the Restrictive Covenants are hereby amended as follows:

1. Article IV, Section 3, is hereby amended to read as follows:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Plot with a completed residence thereon to an

9-51

Owner, the maximum annual assessment shall be ONE HUNDRED EIGHTY AND NO/100 (\$180.00) DOLLARS for each Building Plot with a completed residence thereon, which shall be due and payable as provided hereinafter.

- (a) *The annual assessment shall be payable to the Association in monthly installments equal to 1/12th of such annual assessment, the initial monthly installments shall be \$15.00 until changed as hereinafter provided.*
- (b) *From and after January 1 of the year immediately following the conveyance of the first Building Plot with a completed residence thereon to an Owner, the maximum annual assessment may be increased each year not more than 10% (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.*
- (c) *From and after January 1 of the year immediately following the conveyance of the first Building Plot with a completed residence thereon to an Owner, the maximum annual assessment may be increased above 10% by the vote of written assent of 51% of each class of members.*
- (d) *The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.*

2. Article IV, Section 6, is hereby amended to read as follows:

Section 6. Uniform Rate of Assessment. *Both annual and special assessments shall be fixed at a uniform rate for all Building Plots with a completed residence thereon. Annual assessments shall be made for each Building Plot with a completed residence thereon at the rate of the full Annual Assessment as follows:*

- (a) *Building Plots owned by Declarant..... none*
- (b) *Building Plots with a completed residence thereon..... 100%*

3. Article IV, Section 7, is hereby amended to read as follows:

Section 7. Date of Commencement of Annual Assessments. *The annual assessments provided for herein shall commence as to all Building Plots with a completed residence*

thereon on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Building Plot with a completed residence thereon at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Building Plot with a completed residence thereon have been paid.

4. Article IV, Section 8, is hereby amended to read as follows:

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Building Plot, if said Building Plot is improved with a residence, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this action shall be in favor of the Association and shall be for the benefit of all Building Plot owners. No owner of a Building Plot with a completed residence thereon may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Plot.


5. In all other respects the Restrictive Covenants are hereby ratified and confirmed.

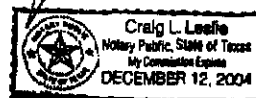
Wilma E. Palmer
WILMA E. PALMER, Declarant

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 3rd day of January, 2003, by
WILMA E. PALMER.


Notary Public, State of Texas



filed by Return to:
Craig Leslie
829-B Main
Kerrville, TX 78028

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

MAY 28 2003




COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL

Real Property
1271 PG 257

RECORDING DATE

MAY 28 2003




COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD
at 3:45 o'clock P.M

MAY 27 2003

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
 Deputy

Ace Ranch Property Owner's Association

GRANTOR: ACE RANCH HOMEOWNERS ASSOCIATION

GRANTEE: THE PUBLIC

ACE RANCH BY-LAWS ADDENDUM

13-0510

REF: VOL 223 PAGE 448

ARTICLE VI

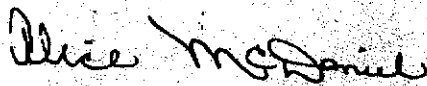
SECTION 2—DELETE PARAGRAPH (d) AND REPLACE WITH

(D) ALL DISHWASHER OR WASHING MACHINES SHALL BE CONNECTED TO THE SEWER SYSTEM BY ANY OWNER.

REF: VOL 223 PAGE 451

ARTICLE IX

SECTION 1—DELETE PARKING AREAS FROM PARAGRAPH



ALICE MCDANIEL

JAN 17 2013

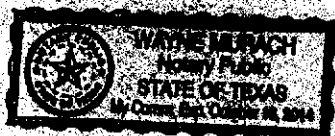
PRESIDENT

NOTARY



WAYNE MURACH

JAN 17 2013



FILED BY RETURN TO:
ACE RANCH PROPERTY OWNERS ASSOCIATION
124 ACE RANCH RD
KERRVILLE, TEXAS 78028

FILED AND RECORDED
At 2:41 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR



JAN 18 2013

Notary Public for the State of Texas
My Comm. Expires 12/31/2014
I hereby certify that the instrument was duly and lawfully recorded
on the date and time stamped herein by me and was duly
recorded in the Official Public Records of Kerr County, Texas.

[Signature]
County Clerk