

Item: **MARYMEADE SUBDIVISION TWO**

(Category: RESTRICTIONS)

Volume 166, Page 464 and Volume 181, Page 24, Deed 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.

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Item: **MARYMEADE SUBDIVISION SECTION TWO**

(Category: Subdivisions)

- a. Easement and Right Of Way dated June 18, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 604, Deed Records of Kerr County, Texas.
- b. Easements as per the Plat recorded in Volume 3, Page 14, Plat Records of Kerr County, Texas.
- c. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 166, Page 464 and Volume 181, Page 24, Deed Records of Kerr County, Texas.
- d. Water Line Easement reserved in deed dated July 11, 1975, recorded in Volume 181, Page 24, Deed Records of Kerr County, Texas.
- e. Any visible and/or apparent roadways or easements over or across the subject property.
- f. Rights Of Parties In Possession. (AS PER OWNER POLICY ONLY)

**NOTICE**

Prepared by the State Bar of Texas for use by Lawyers only. 10-72-10M  
To select the proper form, fill in blank spaces, strike out form provisions or insert  
special terms constitutes the practice of law. No "standard form" can meet all  
requirements.

**WARRANTY DEED**

VOL 166 PAGE 4640

THE STATE OF TEXAS }  
COUNTY OF KERR } A. 3936

KNOW ALL MEN BY THESE PRESENTS:

That KERR COUNTRY LAND, INC., a Texas corporation, acting herein by  
and through its officers hereunto duly authorized,

of the County of Kerr and State of Texas, for and in  
consideration of the sum of TEN AND NO/100 (\$10.00) - - - - - DOLLARS  
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of  
which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

JOHN F. JOBES

of the County of Kerr and State of Texas, all of  
the following described real property in Kerr County, Texas, to-wit:

**PARCEL NO. ONE:****Tract No. One:**

All that certain tract or parcel of land lying and being situated  
in the County of Kerr, State of Texas, comprising all of Lot No.  
61, Lot No. 62, Lot No. 63, Lot No. 64, Lot No. 65, Lot No. 66,  
Lot No. 67, Lot No. 68, Lot No. 69, Lot No. 70, Lot No. 71, Lot  
No. 72, Lot No. 73, Lot No. 74, Lot No. 75, Lot No. 76, Lot No. 77,  
Lot No. 79, Lot No. 80, Lot No. 81, Lot No. 82, Lot No. 83, Lot  
No. 84, Lot No. 85, Lot No. 86, Lot No. 87, Lot No. 91, Lot No. 92,  
Lot No. 93, Lot No. 94, Lot No. 95, Lot No. 96, Lot No. 97, Lot  
No. 101, Lot No. 102, Lot No. 103, Lot No. 104, Lot No. 105, Lot  
No. 106, Lot No. 107, Lot No. 108, Lot No. 109, Lot No. 110, Lot  
No. 111, Lot No. 112, Lot No. 115, Lot No. 116, Lot No. 117, Lot  
No. 118, Lot No. 119, Lot No. 120, Lot No. 121, Lot No. 124, Lot  
No. 125, Lot No. 126, Lot No. 127, Lot No. 128, Lot No. 129, Lot  
No. 130, Lot No. 131, Lot No. 132, Lot No. 133, Lot No. 141, Lot  
No. 142, Lot No. 145, Lot No. 146, Lot No. 147, Lot No. 148, Lot  
No. 149, Lot No. 153, Lot No. 154, Lot No. 155, Lot No. 156, Lot  
No. 157, Lot No. 158, Lot No. 159, Lot No. 160, Lot No. 164, Lot  
No. 165, Lot No. 166, Lot No. 167, Lot No. 168, Lot No. 169, Lot  
No. 170, Lot No. 171, Lot No. 172, Lot No. 173, Lot No. 174, Lot  
No. 175, Lot No. 176, Lot No. 177, Lot No. 178, Lot No. 179, Lot  
No. 180, Lot No. 181, Lot No. 182, Lot No. 183, Lot No. 184, Lot  
No. 185, Lot No. 186, Lot No. 187, Lot No. 190, Lot No. 191, Lot  
No. 194, Lot No. 195, Lot No. 196, Lot No. 197, Lot No. 198, and  
Lot No. 199, of Marymeade Subdivision, Section Two to the County  
of Kerr, State of Texas, according to the plat thereof recorded  
in Volume 3, page 14, Plat Records of Kerr County, Texas, to  
which instrument and its record reference is here made for all  
purposes.

**Tract No. Two:**

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas comprising the rear ten (10) feet of Lot No. 18, Lot No. 19, Lot No. 20, Lot No. 21, Lot No. 22, Lot No. 23, Lot No. 24, Lot No. 25, Lot No. 26, Lot No. 27, Lot No. 28, Lot No. 29, Lot No. 30, Lot No. 31, Lot No. 34, Lot No. 35, Lot No. 36, Lot No. 37, Lot No. 38, Lot No. 39, Lot No. 40, Lot No. 41, Lot No. 42, Lot No. 43, Lot No. 52, Lot No. 53, Lot No. 54, Lot No. 55, Lot No. 56, Lot No. 57, Lot No. 58, and Lot No. 59, of Marymeade Subdivision Section One to the County of Kerr, State of Texas, according to the plat thereof recorded in Volume 3, page 9, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

**Tract No. Three:**

All that certain 9.868 acres of land shown as private park in that certain plat recorded in Volume 3, page 9, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes, subject, however, to easements heretofore conveyed to various Grantees by Grantor.

**Tract No. Four:**

All that certain .45 acre of land shown as private park in that certain plat recorded in Volume 3, page 14, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes, subject, however, to easements heretofore conveyed to various Grantees by Grantor.

**Tract No. Five:**

All that certain tract or parcel of land shown as Water Tank Lot located on the southwestern side of Marymeade Subdivision, Section Two, bordered by Summit Road and Boundary Road, the same being a triangular tract of land upon which the two water tanks and the water system of said subdivision are located, all as is more fully shown in that certain plat recorded in Volume 3, page 14, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes. This conveyance specifically includes the entire water system servicing Marymeade No. 1 and Marymeade No. 2.

The conveyance of Parcel No. One is made and accepted subject to all rights-of-way and easements, including all utility easements, affecting the above described Parcel No. One, and applicable to said subdivision, that appear of record in the office of the County Clerk of Kerr County, Texas.

Further, this conveyance of Parcel No. One is made and accepted subject to all of the applicable Marymeade Subdivision restrictions, covenants and conditions, a copy of which is attached hereto marked Exhibit A, incorporated herein and made a part hereof by reference for all purposes, and the same shall be binding upon the Grantee, his heirs and assigns and all persons claiming under said Grantee. Parcel No. Two is not subject to the attached restrictions as they are only applicable to the Marymeade Subdivision.

**PARCEL NO. TWO:**

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising a total of 100 acres of land, being approximately 47 acres out of Original Survey No. 1937, August Burrow, Abstract No. 1237, patented to Casper Reel by Patent No. 133, Volume 22, dated June 27, 1885, and 53 acres out of Original Survey No. 1133, C.C.S.D. & R.G.N. Certificate No. 198, Abstract No. 508, patented to Casper Reel by Patent No. 129, Volume 42, dated March 24, 1879, lying adjacent to the Southeast side of Texas State Highway No. 16, and being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at a fence corner post in the SE line of 80 foot wide right-of-way of Texas State Highway No. 16, the most easterly corner of that property which was conveyed from Jeanette Real Booster and Emily Real Booster to Grady Duck, Jr., et ux, by deed dated May 25, 1973 and recorded in Volume 144 at Page 43 of the Deed Records of Kerr County, for the North corner of this tract, said corner being located N.48°38'E. 65.94 feet and N.11°33'W. 2628.5 feet, measured along property fence, from a rock mound set for the South corner of aforesaid Original Survey No. 1907 and the East corner of Original Survey No. 1133;

THENCE with the SE line of 80 foot wide right-of-way of Texas State Highway No. 16, S.64°47'W. 2211.2 feet to an iron stake set for the West corner of this tract;

THENCE S.14°51'E. 1814 feet to an iron stake, for the South corner of this tract;

THENCE N.78°27'E. 2045 feet to an iron stake in property fence for the East corner of this tract;

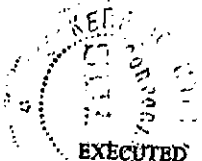
THENCE with said property fence N.11°33'W. 2333 feet to the PLACE OF BEGINNING.

Surveyed on the ground and field notes written by Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, July 26, 1973.

The conveyance of Parcel No. Two is made and accepted subject to the following:

1. An undivided 5/16th of the landowner's usual 1/8th royalty, the same being a non-participating royalty interest, in and to all of the oil, gas and other minerals in, on and under said lands, the same having heretofore been reserved in favor of Frances Real Stevens, et als.
2. Channel Easement to the State of Texas recorded in Volume 3, Page 374, Kerr County Easement Records.
3. Right-of-Way Easement to the State of Texas recorded in Volume 3, Page 374, Kerr County Easement Records.
4. Telephone line easement to Kerrville Telephone Company recorded in Volume 6, page 516, Kerr County Easement Records.
5. Easements for electrical service or transmission purposes which are of record and/or are visible and apparent on the ground.

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



EXECUTED this 30th day of July, A. D. 19 73.

ATTEST:

KERR COUNTRY LAND, INC.

*Bertha Malochleb*  
Bertha Malochleb, Secretary

BY: *Gordon H. Monroe*  
Gordon H. Monroe, President

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person, whose name 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. 19

Notary Public in and for County, Texas.

WARRANTY DEED  
KERR COUNTRY LAND, INC.

TO

JOHN F. JOBES

FILED FOR RECORD

at 4:50 o'clock P. M.

AUG 28 1973

Lynnette H. Monroe  
Notary Public, Kerr County, Texas  
Lynnette H. Monroe

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO:

Lavern D. Harris, APC  
Realty & Trust Bldg.  
Kerrville, Texas 78028

Filed by:

KERR COUNTY

THE STATE OF TEXAS  
COUNTY OF KERR

(Corporate acknowledgment)

Before me, the undersigned authority, on this day personally appeared GORDON H. MONROE,  
PRESIDENT of KERR COUNTRY LAND, INC.,

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 20th day of August , A. D. 19 73

Ruth Monroe  
Notary Public in and for KERR County, Texas.

RESTRICTIONS

In order to carry out a general plan of development of Marymeade Subdivision and in order to promote the construction of desirable residences, insure harmony in the character of such buildings and all necessary out-buildings in connection therewith, maintain the suitability of the subdivision for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a lot or lots, and to enhance the value of the lots in said Marymeade Subdivision, this deed is subject to the covenants hereby made by Grantees, and made and accepted subject to the restrictions and conditions upon the premises herein conveyed as follows, to-wit:

1. All lots shall be known and used exclusively for residential purposes.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single family dwelling unit, not to exceed two stories, shall be erected, placed or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
4. No residence shall be located on any lot nearer than 25 feet to the front line nor nearer than four (4) feet to the side or back lot line of any lot, and no outbuilding shall be constructed nearer than 40 feet to the front line nor nearer than four (4) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
5. No residence of less than 1,000 sq. feet of living area, excluding porch area and garage, shall be erected or constructed on any lot.
6. Buildings shall be neat in appearance, and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within 120 days from the beginning date of construction. All house plans shall be approved in writing by Grantor, the successors or assigns, prior to construction or placement on lot.
7. All structures shall be new construction using new material. No used material permitted.
8. 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 recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals, except household pets, shall be kept or maintained on any lot.
11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, the Grantor, or the successors or assigns, may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to Grantor or the successors or assigns.

12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, however, they may be changed, altered, amended or revoked in whole or in part by action of the Marymeade Subdivision Board of Directors, the members of which board are composed of the members of the Board of Directors of grantor corporation.

13. 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.

14. Invalidation 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.

15. The Grantor retains an easement four (4) feet wide along the perimeter of the lot to be used for purposes of utilities.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Grantee herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by any person who shall own any site, lot or lots in Marymeade Subdivision.

Exhibit A

Filed for record August 28, 1973 at 4:50 o'clock P. M.

Recorded August 30, 1973  
EMMIE M. MUENKER, Clerk

By Heard McGowan Deputy



## WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF KERR §

752573

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOHN F. JOBES, of Kerr County, Texas, hereinafter referred to as Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by THOMAS MICHAEL WREN of Kerr County, Texas, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, does or shall exist, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the above named Grantee, all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and more particularly described as follows, to-wit:

TRACT NO. 1:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising all of Lot No. 62, Lot No. 63, Lot No. 64, Lot No. 65, Lot No. 66, Lot No. 67, Lot No. 68, Lot No. 69, Lot No. 70, Lot No. 71, Lot No. 72, Lot No. 73, Lot No. 74, Lot No. 75, Lot No. 76, Lot No. 79, Lot No. 80, Lot No. 81, Lot No. 82, Lot No. 83, Lot No. 84, Lot No. 85, Lot No. 86, Lot No. 87, Lot No. 91, Lot No. 92, Lot No. 93, Lot No. 94, Lot No. 95, Lot No. 96, Lot No. 97, Lot No. 101, Lot No. 102, Lot No. 103, Lot No. 104, Lot No. 105, Lot No. 106, Lot No. 107, Lot No. 108, Lot No. 109, Lot No. 110, Lot No. 111, Lot No. 112, Lot No. 115, Lot No. 116, Lot No. 117, Lot No. 118, Lot No. 119, Lot No. 120, Lot No. 121, Lot No. 124, Lot No. 125, Lot No. 126, Lot No. 127, Lot No. 128, Lot No. 129, Lot No. 130, Lot No. 131, Lot No. 132, Lot No. 133, Lot No. 141, Lot No. 142, Lot No. 145, Lot No. 146, Lot No. 147, Lot No. 148, Lot No. 149, Lot No. 153, Lot No. 154, Lot No. 155, Lot No. 156, Lot No. 157, Lot No. 158, Lot No. 159, Lot No. 160, Lot No. 167, Lot No. 168, Lot No. 169, Lot No. 170, Lot No. 171, Lot No. 172, Lot No. 173, Lot No. 174, Lot No. 175, Lot No. 176, Lot No. 177, Lot No. 178, Lot No. 179, Lot No. 180, Lot No. 181, Lot No. 182, Lot No. 183, Lot No. 184, Lot No. 185, Lot No. 186, Lot No. 187, Lot No. 190, Lot No. 191, Lot No. 194, Lot No. 195, Lot No. 196, and Lot No. 197, of Marymeade Subdivision, Section Two, to the County of Kerr, State of Texas, according to the plat thereof recorded in Volume 3, Page 14, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

TRACT NO. 2:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising the rear ten (10) feet of Lot No. 18, Lot No. 19, Lot No. 20, Lot No. 21, Lot No. 22, Lot No. 23, Lot No. 24, Lot No. 25, Lot No. 26, Lot No. 27, Lot No. 28, Lot No. 29, Lot No. 30, Lot No. 31, Lot No. 34, Lot No. 35, Lot No. 36, Lot No. 37, Lot No. 38, Lot No. 39, Lot No. 40, Lot No. 41, Lot No. 42, Lot No. 43, Lot No. 52, Lot No. 53, Lot No. 54, Lot No. 55,

Lot No. 56, Lot No. 57, Lot No. 58, and Lot No. 59, of Marymeade Subdivision, Section One, to the County of Kerr, State of Texas, according to the plat thereof recorded in Volume 3, Page 9, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

TRACT NO. 3:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 0.82 acre of land on the south side of the Guadalupe River out of that 9.868 acre private park tract according to plat of Marymeade Subdivision, Section One, dated November 25, 1964, recorded in Volume 3, Page 9, Plat Records of Kerr County, Texas, and being out of Original Survey No. 1227, Tyler Tap R.R., Abstract No. 637, and subject tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake set for the west corner of Lot No. 17 of said Marymeade Subdivision, Section One, in the northeast line of Texas Highway No. 39, and the south corner of this tract;

THENCE with the northwest line of said Lot No. 17, N.29°19'E. at 100 feet an iron stake, a total distance of 115.8 feet to its north corner on the water's edge of the river as dammed up by existing concrete dam;

THENCE with the water's edge of the south bank of river, N.58°11'W. 385 feet to the water's edge at the west line of said 9.868 acre park;

THENCE with the west line of said 9.868 acre park, S.0°33'W. 100 feet to an iron stake in the northeast line of said Texas Highway No. 39;

THENCE with the northeast line of said highway, S.53°05'E. 339.35 feet to the PLACE OF BEGINNING.

Field notes written by Charles B. Dominques, Registered Public Surveyor No. 1713, July 1, 1975.

However, it is expressly understood that Grantor is reserving unto himself, his heirs and assigns, all 9.868 acres shown on the Plat recorded in Volume 3, Page 9 of the Plat Records of Kerr County, Texas, Save and Except only the .82 acre described above as Tract No. 3 which Grantor is conveying to the Grantee herein so that the Grantor is reserving unto himself, his heirs and assigns, the net balance of said acreage which is equal to 9.048 acres.

TRACT NO. 4:

All that certain .45 acre of land shown as private park in that certain plat recorded in Volume 3, Page 14, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes, subject, however, to easements heretofore conveyed to various Grantees by Grantor.

The above described tracts being part of the same and identical property described in that certain deed dated July 30, 1973, from Kerr Country Land, Inc., to John F. Jobes, recorded in Volume 166, Page 464, Deed Records of Kerr County, Texas.

SAVE AND EXCEPT and it is expressly understood and agreed that the water tank lot, together with the entire water system servicing Marymeade Subdivision, Section One, and Marymeade Subdivision, Section Two, as shown as Tract No. 5 of Parcel No. 1 in that certain deed dated July 30, 1973, from Kerr Country Land, Inc., to John F. Jobes, recorded in Volume 166, Page 464, Deed Records of Kerr County, Texas, is expressly saved and excepted and reserved to the Grantor, his heirs and assigns, forever and Grantor, for himself, his heirs and assigns, does further specifically reserve an easement for the purpose of repairing, constructing and re-constructing all water lines, and mains and laterals used in connection with such water system.

This conveyance is made and accepted subject to all rights-of-way and easements, including all utility easements, affecting the above described property and applicable to said subdivision that appear of record in the office of the County Clerk of Kerr County, Texas.

Further, this conveyance is made and accepted subject to all of the applicable Marymeade Subdivision restrictions, covenants and conditions, a copy of which is attached hereto, marked Exhibit A, incorporated herein and made a part hereof by reference for all purposes, and the same shall be binding upon the Grantee, his heirs and assigns, and all persons claiming under said Grantee.

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 Grantee, his heirs and assigns, forever; and I do hereby bind myself, my heirs and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 11<sup>th</sup> day of July, A. D. 1975.

FILED FOR RECORD

at 2:55 o'clock P.M.

JUL 14 1975

JOHN F. JOBES

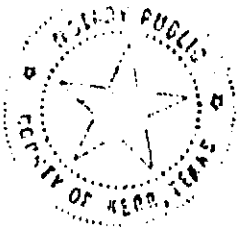
EMMIE M. MULNICKER  
Clerk County Court, Kerr County, Texas  
By Emmie M. Mulnicker Deputy

THE STATE OF TEXAS S

COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally appeared JOHN F. JOBES, 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 the 11th day of July, A. D. 1975.



*Arnell Bastian*  
Notary Public in and for  
Kerr County, Texas

ARNELE BASTIAN  
Notary Public  
Kerr County, Texas

R E S T R I C T I O N S

In order to carry out a general plan of development of Marymeade Subdivision and in order to promote the construction of desirable residences, insure harmony in the character of such buildings and all necessary out-buildings in connection therewith, maintain the suitability of the subdivision for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a lot or lots, and to enhance the value of the lots in said Marymeade Subdivision, this deed is subject to the covenants hereby made by Grantees, and made and accepted subject to the restrictions and conditions upon the premises herein conveyed as follows, to-wit:

1. All lots shall be known and used exclusively for residential purposes.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single family dwelling unit, not to exceed two stories, shall be erected, placed or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
4. No residence shall be located on any lot nearer than 25 feet to the front line nor nearer than four (4) feet to the side or back lot line of any lot, and no outbuilding shall be constructed nearer than 40 feet to the front line nor nearer than four (4) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
5. No residence of less than 1,000 sq. feet of living area, excluding porch area and garage, shall be erected or constructed on any lot.
6. Buildings shall be neat in appearance, and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within 120 days from the beginning date of construction. All house plans shall be approved in writing by Grantor, the successors or assigns, prior to construction or placement on lot.
7. All structures shall be new construction using new material. No used material permitted.
8. 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 recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals, except household pets, shall be kept or maintained on any lot.
11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, the Grantor, or the successors or assigns, may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to Grantor or the successors or assigns.

12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, however, they may be changed, altered, amended or revoked in whole or in part by action of the Marymeade Subdivision Board of Directors, the members of which board are composed of the members of the Board of Directors of grantor corporation.

13. 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.

14. Invalidation 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.

15. The Grantor retains an easement four (4) feet wide along the perimeter of the lot to be used for purposes of utilities.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Grantee herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by any person who shall own any site, lot or lots in Marymeade Subdivision.

Exhibit A .

Filed for record Jul6 14, 1975 at 3:55 o'clock P.M.

Recorded July 17, 1975

EMMIE M. MUENKER, Clerk

By William J. Wambler Deputy

FOR

MARY MEADE RANCH

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

THAT, THE UNDERSIGNED INDIVIDUALS AND TRUSTEES OF THE MARY MEADE RANCH TRUST (herein collectively called the "Declarants"), being the owners of the Ranch (as hereinbelow defined), desire to establish and carry out a uniform plan for the use, development, and improvement of the Ranch for the present and future owners of the Ranch or any portion thereof. The Declarants hereby declare, establish and adopt the covenants, restrictions, reservations and conditions set forth below (herein collectively called the "Restrictions") which shall be applicable to the use, development, and improvement of the Ranch. Every contract, deed, or other instrument hereafter executed and covering the Ranch or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to these Restrictions, regardless of whether or not these Restrictions are set out in full or incorporated by reference in said contract, deed or other instrument.

## ARTICLE 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the meanings indicated:

1. Association - Mary Meade Ranch Owners' Association, Inc., a Texas non-profit corporation now existing or to be created after the date hereof, the Members of which shall be the Owners of the Homesites.
2. Board - the Board of Directors of the Association.
3. Bylaws - the bylaws of the Association.
4. Common Areas - all of the Ranch other than the Homesites.
5. Fractional Interest - with respect to each Homesite, a fraction, the numerator of which is one (1) and the denominator of which is the number of Homesites in the Ranch at any given time.
6. Guest House - a free standing structure or building which is intended to be used solely in conjunction with a Main Residence as a guest house, storage area, recreational room, servant's quarters or other similar use. The term "Guest House" shall specifically exclude a free standing structure or building which, standing alone, could be used as a single family residence or vacation home complete with substantially all the amenities and built-in facilities customarily contained in a single family residence or vacation home, regardless of the intended use to which such building or structure is to be put.

7. Home - a Homesite together with such improvements as are approved by the Board pursuant to Section 2.2 hereof, if any, constructed or to be constructed on such Homesite.

8. Homesite - each of the seven (7) 10 acre lots described by metes and bounds on Exhibit "B" attached hereto and all improvements, if any, located thereon.

9. Land - Those two (2) tracts or parcels of land containing approximately 695.59 acres situated in Kerr County, Texas, such tract or parcel of land being more particularly described on Exhibit "A" attached hereto.

10. Main Residence - a free standing structure or building which is solely intended to be used as a single family residence or vacation home complete with substantially all the amenities and built-in facilities customarily contained in a single family residence or vacation home.

11. Maintenance Expense Charge - the assessment levied pursuant to Article 4 hereof for managing, operating, repairing and insuring the Ranch (including reserves for replacement).

12. Maintenance Fund - any accumulation of (i) the Maintenance Expense Charges collected by the Board pursuant to Article 4 hereof for the continued maintenance, insuring, repair and operation of the Ranch and (ii) interest, penalties, assessments and other sums and revenues collected by the Board pursuant to this Declaration.

13. Member - a Member of the Association, as more particularly described in Article 3 hereof.

14. Mortgage - a mortgage, deed of trust or other instrument executed by an Owner, duly recorded in the Mortgage or Deed of Trust Records of Kerr County, Texas, and creating a lien or security interest which encumbers a Homesite and secures the repayment of a loan.

15. Mortgagee - the person who holds a Mortgage as security for repayment of a loan.

16. Owner - any person, firm, corporation or other entity or any group consisting of any combination thereof which owns or own, of record, full fee simple title to a Homesite.

17. Ranch - the Land, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto.

18. Replacement Reserve Fund - the reserve fund established pursuant to Article 4 hereof for maintenance, repairs and replacements to the Ranch.

19. Rules and Regulations - the rules adopted from time to time by the Board concerning the management and administration of the Ranch for the use, benefit and enjoyment of the Owners.

20. Stated Rate - a rate of interest per annum which is the lesser of (i) 18% or (ii) the maximum non-usurious interest rate.



GENERAL PROVISIONS RELATING  
TO USE AND OCCUPANCY

Section 2.1 Use Restrictions. Each Owner shall use his Homesite solely for residential purposes, and no business, professional or other commercial activity of any type shall be operated from or out of any Homesite or any Common Area. No Owner shall use or permit such Owner's Homesite or any Common Area to be used for any purpose which would (i) void any insurance in force with respect to the Ranch, or (ii) make it impossible to obtain any insurance required by this Declaration, or (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion, or (iv) constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations), or (v) unreasonably interfere with the use and occupancy of the Ranch by other Owners.

Section 2.2 Architectural Control, Number of Buildings Per Homesite, Additions and Alterations, Subdivision.

(a) No building or improvement of any kind that will be visible from any other Homesite or at ground level from anywhere in the Common Areas shall be erected, placed or constructed, or the erection, placement or construction thereof begun or change made in the design thereof after original construction, on any portion of the Land until the final construction plans and specifications, the final plans showing the location of such building or improvement, and any other plans, drawings or descriptions reasonably requested by the Board have been submitted to and approved in writing by the Board (such final construction plans and specifications and other plans, drawings and descriptions reasonably requested by the Board herein being collectively called the "Plans"). In determining whether the Plans shall be approved, the Board may take into consideration general factors relating to the purpose of this Declaration of enforcing consistent use of the Homesites for purposes of residential and vacation use in order that all of the Owners may jointly derive benefits from the Ranch as a residential and vacation area. Such factors may include but are not limited to the following:

- (1) compliance with this Declaration;
- (2) consistency of the quality of building materials with improvements on the same Homesite or on other Homesites;
- (3) harmony of external design of such building or improvement with existing and proposed buildings and improvements on the same Homesite or on other Homesites;
- (4) location of such building or improvement within the Homesite on which it will be constructed;
- (5) consistency of the size of such building or improvement with existing and proposed buildings on other Homesites; and
- (6) consistency of density of land usage with other Homesites with improvements located thereon.

If the Board fails to indicate its approval or disapproval within sixty (60) days after the receipt of the Plans, it will

be deemed that the Board has approved the Plans. However, the Board shall not be deemed in receipt of the Plans until it has received all plans, drawings and specifications which it has reasonably requested to receive from the Owner. All decisions of the Board pursuant to this Section 2.2(a) shall be final and binding and there shall be no review of any such action of the Board; provided, however, any party seeking approval from the Board may sue the Board for injunctive relief if the Board's disapproval is patently arbitrary and capricious. Such party's right to sue for injunctive relief shall be the sole and exclusive remedy of such party against the Board. In no event shall the Board be liable to such party or any other party for damages.

(b) Subject to approval by the Board of the Plans for construction as required in subsection (a), each Homesite may have one (1) Main Residence and one (1) Guest House constructed thereon. Construction of any buildings, structures or improvements in excess of one (1) Main Residence and one (1) Guest House on a Homesite is prohibited unless the Plans for construction of any such buildings, structures or improvements are approved by at least six-sevenths (6/7ths) of the Board. In determining whether any building, structure or improvement in excess of the allowable one (1) Main Residence and one (1) Guest House may be built on a Homesite, each member of the Board may use any criteria, subjective or objective, which he deems appropriate, in his sole discretion. Approval by six-sevenths (6/7ths) of the Board for construction of a building, structure or improvement in excess of one (1) Main Residence and one (1) Guest House on a Homesite shall not impair or waive the prohibition set forth in this Section 2.2(b) with respect to further construction on such Homesite or with respect to any construction on other Homesites.

(c) No existing improvement on any Homesite may be substantially modified without first submitting a written plan to the Board, reasonably acceptable to the Board, describing such modification. The Board must approve the plan for modification unless it determines, in its sole discretion, that such modification will be inconsistent or inharmonious with other improvements located on the Ranch, either on other Homesites or in the Common Area. This subparagraph (b) of Section 2.2 shall not apply to any proposed modification of any improvement which is not visible from another Homesite or from any part of the Common Areas.

(d) The Board shall not deny approval of any plans for the construction of or modification to one (1) Main Residence and one (1) Guest House on each Homesite submitted to it pursuant to subparagraph (a) or (c) of this section 2.2 in an arbitrary or capricious manner. The decisions made by the Board shall be made based upon the goal of this Declaration of enforcing consistent use of the Homesites for purposes of residential and vacation use of the Ranch by each Owner, and to maintain consistent architectural standards such that no Owner's enjoyment of his respective Homesite is detracted from by another Owner's use of his Homesite in such a way which is inconsistent with the purposes of this Declaration or which is inconsistent with the architectural standards in use by other Owners.

(e) Subdivision of any Homesite is prohibited. Any purported subdivision or division of ownership in other than undivided interests in a Homesite shall be void and of no force or effect. This subsection shall in no way abrogate the prohibition set forth in Section 7.1 hereof.

Section 2.3 Easements and Title to and Operation of the Common Areas.

(a) An easement is hereby granted to each Owner in and to the Common Areas for each such Owner's use and enjoyment of the Common Areas, such easement being subject to the Rules and Regulations adopted, from time to time, by the Board and to the Board's right to control the use and operation of the Common Areas pursuant to Section 2.3(b) of this Declaration.

(b) The Board shall have the right to control the use and operation of the Common Areas. Such right includes, without limitation, the following:

(1) The right to permit non-Owners to use the Common Areas on terms acceptable to the Board.

(2) The right to borrow money on behalf of the Association for the purpose of maintaining or improving the Common Areas and, in connection with any such borrowing, to grant a lien against the Common Areas to secure the Association's obligation to repay such money.

(3) The right to restrict the rights of an Owner violating any of the provisions of this Declaration to use the Common Areas in accordance with the provisions of Section 9.6 hereof.

(4) The right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility.

(5) The right to designate a portion out of the Common Areas, but in no event shall such portion be larger in area than the largest Homesite, to be used as a site by the Association to construct a house on, which house shall be used to provide a home for a ranch manager, security manager or similar employee to be hired by the Association.

(c) Either prior to the execution of this Declaration by the Declarants or as soon after as is practical, the Declarants shall convey fee simple title to each Homesite to the appropriate beneficiary(ies) of the Mary Meade Ranch Trust and fee simple title to the Common Areas to the Association in trust for the benefit of the Owners. The instrument which conveys the Common Areas to the Association shall terminate the Mary Meade Ranch Trust and thereby remove all restrictions imposed on the Ranch by the Agreement and Declaration of Trust made effective June 1, 1977 and filed of record in Volume 203, Page 511, et. seq., of the Deed Records of Kerr County, Texas. Each Owner of a Homesite shall, as a result of owning such Homesite, own an undivided beneficial interest in and to the Common Areas equal to the Fractional Interest associated with each such Owner's Homesite. Each undivided beneficial interest in and to the Common Areas associated with each Homesite shall be appurtenant to each such Homesite and, upon the conveyance of any such Homesite to a purchaser or other grantee, the undivided beneficial interest in and to the Common Areas appurtenant to such Homesite shall be automatically conveyed along with such Homesite to such purchaser or other grantee. The ownership of each Homesite and the ownership of the undivided beneficial interest in and to the Common Areas appurtenant to each such Homesite shall never be separated and shall always be vested in the Owner of such Homesite.

(d) An easement is hereby granted to the Association in and to the Ranch for the purposes of providing and maintaining utility services (including without limitation electricity, gas, water, sanitary sewer, storm sewer, telephone and television antenna) to the Homesites and the Common Areas. The Association shall have the right to assign, from time to time, such easement on a non-exclusive basis to Owners and others for the purposes of providing and maintaining utility services to each Owner's Homesite.

## ARTICLE 3

MANAGEMENT AND OPERATION OF RANCH

Section 3.1 Management by Association. The affairs of the Ranch shall be administered by the Association. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring and operation of the Ranch as herein provided for and as provided for in the Bylaws and in the Rules and Regulations. Without limiting the generality of the foregoing, the Association acting through the Board shall be entitled to enter into such contracts and agreements concerning the Ranch as the Board deems reasonably necessary or appropriate to maintain and operate the Ranch as a viable residential and recreational development, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or associations or entities representing such land owners on matters of maintenance, trash pick-up, transportation, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

Section 3.2 Membership in Association. Each Owner, during the period of time in which he owns a Homesite, shall be a Member in the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of a Homesite, howsoever achieved, including without limitation, by foreclosure of a lien upon a Homesite, the new Owner thereof, concurrently with such transfer, shall become a Member in the Association. If more than one person owns a Homesite, then such persons ("Homesite Owner Group") shall designate one of their number as a Member in the Association, which designation shall be made in writing to the Board. After a person is so designated as a Member out of a Homesite Owner Group, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. Each Homesite Owner Group may designate the Member from among itself in any manner it deems fit, and in the event that any Homesite Owner Group is unable to agree upon one of its number to be so designated or otherwise fails to so designate one of its number as a Member to the Association, then none of the persons in such Homesite Owner Group shall have any vote, fractional or otherwise, in the Association. If a Homesite Owner Group fails to designate one from its number as a Member, then the Homesite owned by such Homesite Owner Group shall not be counted as a Homesite for purposes of determining each other Homesite's Fractional Interest.

Section 3.3 Board of Directors. Each Member in the Association shall have the right to appoint one individual to serve on the Board as that Member's representative on the Board. In the case of Members who are individuals, such Mem-

bers shall automatically serve on the Board, unless any such Member appoints in writing another individual to serve on the Board in his place. In the case of any Members which are not individuals, such Members must appoint an individual to serve on the Board as that Member's representative on the Board. Failure to so appoint an individual to serve on the Board by a Member which is not an individual shall result in such Member not having a representative on the Board. Any Member may remove his representative on the Board and appoint any other individual, including himself (if such Member is an individual), to the Board at any time.

Section 3.4 Meeting of the Board of Directors. The Board of Directors shall meet as set forth in the Bylaws.

Section 3.5 Voting of Members. Each Member shall have a vote or votes in the Association according to the Fractional Interest of the Homesite such Member represents.

Section 3.6 Executive Committee. The Board, in its sole discretion, may at any time appoint an executive committee made up of any number of individuals who are members of the Board. The Executive Committee may carry out any or all functions and assume any or all responsibilities of the Board which the Board may designate. The Executive Committee may be expanded, contracted, or repudiated with respect to its size and/or responsibilities, at any time and from time to time, by the Board in its sole discretion.

Section 3.7 Professional Management. The Board may retain, hire, employ or contract with such professional management as the Board deems appropriate, in its sole discretion, to perform the day to day functions of the Association and to provide for the maintenance, repair, landscaping, insuring, administration and operation of the Ranch as provided for herein and as provided for in the Bylaws.

Section 3.8 Board Actions in Good Faith. Any action or inaction by the Board made or taken in good faith shall not subject the Board or any Member to any liability to the Association, its Members or any other party.

Section 3.9 Supermajority Provision. Unless otherwise provided in this Declaration, any action may be taken by the Association upon approval by a majority of the Members. Notwithstanding the foregoing, without approval of at least six-sevenths (6/7ths) of the Members the following actions may not be taken by the Association:

- (a) The sale of any part, at any time, of the Common Areas; and
- (b) The establishment of any additional new Homesites out of the Common Areas.

#### ARTICLE 4

##### MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 4.1 Payment of Maintenance Expenses. Each Owner shall contribute to the Maintenance Fund a portion of the annual Maintenance Expense Charge for the expenses (including ad valorem taxes) and administration of the Ranch and the landscaping, maintenance, insuring, repair and operation of the Common Areas, which portion shall be in proportion to such

Owner's Homesite's Fractional Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereinafter set forth. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the Common Areas or any portion thereof, or because of any restriction of such uses in accordance herewith or with the Rules and Regulations, or because no improvements have been constructed on such Owner's Homesite.

Section 4.2 Budgets; Establishment of Maintenance Expense Charge and Replacement Reserve Fund. Upon the recordation of this Declaration, the Board shall meet and establish a budget for the operation and maintenance of the Ranch for that portion of the calendar year then remaining (herein called the "Initial Budget"). The Initial Budget shall set forth the Board's reasonable estimate of all expenses which the Association will incur in such operation and maintenance of the Ranch for the remainder of such year. The Initial Budget, and all successive budgets (such successive budgets being called herein the "Annual Budgets"), shall include a reasonable allowance for contingencies and any operating deficits for prior years and shall establish a reasonable reserve fund, herein called the Replacement Reserve Fund, for maintenance, repairs, and replacements to the Common Areas, including those that must be replaced on a periodic basis. The Initial Budget, and all Annual Budgets, may also provide for ad valorem tax expenses for the Common Areas. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish the Annual Budget for the next succeeding calendar year. Copies of each Annual Budget shall be available for inspection by the Owners. After each Annual Budget is adopted by the Board, the Board shall determine (i) the Maintenance Expense Charge for the calendar year in question and (ii) the portion thereof allocable to each Owner, and each Owner shall be obligated to pay annually, in advance, the portion of the Maintenance Expense Charge so allocated to such Owner. The Maintenance Expense Charge shall be allocated among those Owners obligated by this Declaration to pay same according and in proportion to the respective Fractional Interests of such Owner's Homesite as determined at the first of each year.

Section 4.3 Special Assessments. If the Board at any time, or from time to time, determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Ranch and the maintenance of the Common Areas, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. No special assessment shall be effective until the same is approved by Members holding at least a majority of the votes in the Association in writing or by a majority at any regular or special meeting of the Members. Any such special assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the Maintenance Expense Charge.

Section 4.4 Payment of Maintenance Expense Charge; Enforcement. The portion of the Maintenance Expense Charge assessed against each Owner for any given year shall be due and payable, in advance, on the first day of such year. Any such amount not paid and received by the tenth (10th) day of such year shall be deemed delinquent, and, without notice, shall bear interest at the Stated Rate from the date originally due until paid. In order to secure payment of the Maintenance Expense Charge, the Declarants, by executing this Declaration, and each Owner, by accepting conveyance of a Homesite, express-

ly GRANT, BARGAIN, SELL AND CONVEY a vendor's lien and superior title to each Homesite to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for), such Declarant's or Owner's Homesite, and all rights appurtenant thereto, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by public sale without judicial proceedings. The Declarants, by executing this Declaration, and each Owner, by accepting conveyance of a Homesite, (i) irrevocably grant to the Association a power of sale as provided in Section 51.002 of the Texas Property Code (and as same may be amended or revised from time to time hereafter) so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agree that each such Owner shall be personally liable for the payment of all such unpaid sums. If more than one person owns undivided portions of a Homesite, then such persons shall be jointly and severally liable for all obligations created by this Article 4. The lien herein granted shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Homesite, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable for the unpaid portion of the Maintenance Expense Charge attributable to the Homesite in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Board, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity or otherwise, may pursue any or all of the remedies granted the Association in Section 9.6 hereof.

Section 4.5 Maintenance Fund. The Maintenance Expense Charges collected by the Board shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Ranch. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit and welfare of the Ranch and the Owners.

## ARTICLE 5

### INSURANCE

Section 5.1 General Provisions. The Board shall obtain insurance (the premiums for which shall be paid from the Maintenance Fund) for the Ranch in such reasonable amounts and covering such risks as the Board shall deem desirable from time to time, in its sole discretion.

Section 5.2 Policies. All insurance obtained by the Board for the Ranch shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as trustee for each Owner in accordance with and in proportion to such Owner's Homesite's Fractional Interest, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution or offset with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees.

Section 5.3 Individual Insurance. Each Owner shall be responsible for insuring his Home as well as the contents and furnishings thereof. Each Owner, at his own cost and expense, should carry an individual policy of liability insurance insuring against the liability of such Owner, inasmuch as liability insurance policies to be carried by the Association may, as to each Owner, be only with respect to his liability arising out of the ownership, maintenance or repair of that portion of the Ranch which is not reserved for his exclusive use or occupancy.

Section 5.4 Indemnity of Association. Each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse (i) of his family, tenants, guests, invitees, agents or employees or (ii) of any other resident or occupier of his Homesite, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any such costs.

#### ARTICLE 6

##### AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS

Section 6.1 Amendment. Except as otherwise provided by law, the provisions hereof may be amended by an instrument in writing signed by Members having not less than six-sevenths (6/7ths) of the votes in the Association entitled to vote thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the County Clerk of Kerr County, Texas. The Bylaws of the Association may be amended as therein set forth.

Section 6.2 Duration. These Restrictions shall remain in full force and effect until January 1, 2024 and shall be automatically extended for successive ten (10) year periods thereafter; provided, however, these Restrictions may be terminated on January 1, 2024 or on the commencement of any successive ten (10) year period by the filing for record in the Office of the County Clerk of Kerr County, Texas, within a period of twelve (12) months prior to such effective date of termination, of a written statement of the election to terminate these Restrictions executed and acknowledged by Members having not less than four-sevenths (4/7ths) of the votes in the Association entitled to vote thereupon. These Restrictions may be terminated at any time by the filing for record in the Office of the County Clerk of Kerr County, Texas of a written statement of termination executed and acknowledged by all Members of the Association.

#### ARTICLE 7

##### PROHIBITED ASSIGNMENTS

Section 7.1 Partial Conveyance Prohibited. Any conveyance of a fractional interest in a Homesite is prohibited without prior written approval of the Board, which approval shall not be unreasonably withheld, unless such conveyance, taken together with other concurrent conveyances of fractional interests in such Homesite, will result in one person owning a one hundred (100%) interest in such Homesite. Any attempt to transfer any such fractional interest in violation of the provisions hereof without such prior approval shall be void.



Section 7.2 Transfer to Family Member. Section 7.1 shall not prohibit the conveyance of a fractional interest in a given Homesite by an individual owning all or an undivided portion of such Homesite to such individual's parents, spouse, children or grandchildren, to a trust created for one or more of said individuals, or to a person who owns an undivided interest in such Homesite prior to the contemplated conveyance. However, this Section 7.2 shall not apply, and the prohibition in Section 7.1 shall be deemed to apply, to a contemplated conveyance which would result in such Homesite being owned by more than 6 persons, firms, corporations, or other entities immediately after such contemplated conveyance.

Section 7.3 Substitute Provision. If, for any reason, Section 7.1 of this Declaration is declared unenforceable by any court of competent jurisdiction, then with respect to any contemplated conveyance of a fractional interest in a Homesite, which is not excepted in Section 7.2, the Association shall have and is hereby granted the right to purchase such fractional interest in such Homesite in accordance with all the terms, conditions and exceptions of Article 8 of this Declaration.

Section 7.4 Rule Against Perpetuities. To the extent that the rule against perpetuities is applicable thereto, but not otherwise, the restrictions, rights and options granted under Article 7 and/or Article 8 of this Declaration shall expire on the first to occur of (i) the date on which this Declaration is terminated or (ii) the date which is twenty-one (21) years after the date of death of the last to die of the presently living issue of each person signing this Declaration.

#### ARTICLE 8

##### RIGHT-OF-FIRST REFUSAL

Section 8.1 Right-of-First Refusal. Except as provided below, should the Owner of any Homesite be desirous of selling such Homesite, the Association is hereby given and granted the right-of-first refusal to purchase such Homesite on the terms and conditions herein stated, and no Owner of a Homesite shall sell the same to any party without first giving the Association notice in writing of such proposed sale as herein provided and giving the Association the opportunity to determine whether it will exercise the right-of-first refusal to purchase said Homesite on the same terms and conditions as those contained in any bona fide offer that the Owner of such Homesite may have received for the purchase of his Homesite, which offer the Owner wishes to accept. The right-of-first refusal shall be exercised, if at all, in writing by the Board. Any sale of a Homesite without compliance with the terms hereof shall be void and of no force or effect and shall confer no title or interest in a Homesite to the purported purchaser.

Section 8.2 Notice and Exercise of Option. Whenever the Owner of any Homesite has received a bona fide offer to purchase his Homesite and is desirous of accepting such bona fide offer, the Owner of such Homesite shall give the Board written notice of his desire to accept such offer for the purchase of his Homesite, stating the name, address, business, occupation or employment of the offeror, and furnish the Board an executed copy of a bona fide offer for said purchase. If the Association desires to exercise its right to purchase said Homesite on the same terms and conditions as are contained in said offer, then the Board shall notify the Owner of said Home-

site desiring to sell the same of the exercise of its right, such exercise to be in writing and delivered by registered or certified mail to said Owner within thirty (30) days from the date of receipt by the Board of the Owner's notice to said Board as hereinabove required, or written notice may be personally delivered to said Owner within said period. If the Board has elected to purchase said Homesite, then, within a reasonable time after the giving of notice to the Owner of such Homesite of its election to purchase said Homesite, the Board shall execute a contract to purchase, and shall consummate such contract to purchase on all the terms and conditions as those contained in said bona fide offer. When any Owner of a Homesite has notified the Association as above provided of his desire to sell his Homesite, such owner shall be free to consummate such sale of his Homesite, unless, within thirty (30) days after receipt of Owner's notice by the Board, the Board has notified said Owner of its intention to exercise its rights of first refusal as set out herein. In the event that the Association elects not to exercise its right of first refusal, or fails to respond to the Owner within said thirty (30) day period, the Owner of such Homesite shall be free to sell said Homesite only to the party and only upon the terms described in the required notice. In the event that the proposed transaction with regard to which the Board has declined or failed to exercise its right of first refusal is not consummated by the transfer of a deed within thirty (30) days of the date set forth in the said bona fide offer, the Owner of such Homesite must again give notice to the Association and the Association shall again have the right of first refusal as herein provided. The right-of-first refusal to purchase herein set forth shall be a continuing right and the non-exercise of the right in any instance shall not be deemed a waiver thereof in any other instance or against any other Owner. In the event that the Board does not desire to purchase such Homesite, the Board, upon written request, shall provide a written instrument stating that the Board has declined to purchase such Homesite.

Section 8.3 Purchase By Nominee of Association. If the Association shall so elect, it may cause its right-of-first refusal to purchase any Homesite to be exercised in its name for itself or for a party approved by the Board or the Board may elect to cause said Homesite to be purchased directly in the name of a party approved by it, which party shall enter into a contract to purchase and consummate such contract to purchase in the same manner as would the Board upon its exercise of said right-of-first refusal to purchase said Homesite.

Section 8.4 Exceptions to Right-of-First Refusal. Provided that the Board has received prior written notice, the right-of-first-refusal herein granted to the Association shall not apply to or be operative with respect to (i) transfer of ownership of any Homesite by one spouse to or for the benefit of the other spouse and/or members of the Owner's immediate family (which term includes parents, children, grandchildren and any trust created for one or more of said persons); (ii) transfers by one Owner to another Owner; (iii) any foreclosure or judicial sale of a Homesite; (iv) the sale of a Homesite by the Association or its nominee pursuant to Section 8.3 after the Association or its nominee has acquired such Homesite pursuant to the terms of this Article; (v) any conveyance made by the Owner of a Homesite to a Mortgagee in lieu of foreclosure, (vi) a sale by a Mortgagee who acquired the Homesite by any foreclosure, judicial sale or deed in lieu of foreclosure; and (vii) the creation of a Mortgage.

Section 9.1 Severability. In the event of the invalidity or partial invalidity or enforceability of any provision or a portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

Section 9.2 Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation and enjoyment of the Ranch may be enacted and later amended from time to time by the Board after execution of this Declaration. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Declarant, by executing this Declaration, and each Owner, by accepting conveyance of a Homesite, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 9.3 Exhibits. Exhibits "A" and "B" attached hereto are hereby incorporated by reference to this Declaration for all purposes as if set out verbatim herein.

Section 9.4 Mortgagee Matter. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Association. The Board shall deliver to any Mortgagee upon request a certificate in writing stating whether the Maintenance Expense Charge or special assessment relating to the Homesite covered by Mortgagee's Mortgage has been paid. A reasonable charge may be made by the Board for the issuance of any such certificate. Such certificate shall be conclusive evidence of payment of any Maintenance Expense Charge or special assessment therein stated to have been paid.

Section 9.5 Delay in Enforcement. No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

Section 9.6 Remedies. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration, the Association and each purchaser, grantee, owner or lessee of the Land, or any portion thereof, may institute and prosecute any proceeding at law or in equity (i) to abate, prevent or enjoin any such violation or attempted violation or (ii) to recover monetary damages caused by such violation or attempted violation. Additionally, but not by way of limitation, upon the violation of any of the provisions of this Declaration by any Owner, the Association, in addition to all other rights and remedies available at law, in equity or otherwise to the Association, acting through the Board, shall have the right to pursue any or all of the following remedies:

(a) The Board may restrict the right of such Owner to use the Common Areas in such manner as the Board deems fit or appropriate;

(b) The Board may terminate the right of such Owner to use any part of the Common Areas for the purpose of furnishing utilities to such Owner's Homesite.

(c) The Board may upon thirty (30) days' written notice purchase from such Owner (and for this purpose each Owner hereby grants to the Association an option to so purchase) such Owner's Home at a purchase price equal to the Appraised Value (herein defined) less the reasonable expenses incurred by the Association in purchasing the Home and less the sum of all amounts such Owner owes the Association and less the balance of any debt secured by any Mortgage encumbering such Owner's Home (said option being expressly subject to any Mortgage on such Owner's Homesite);

(d) The Board may restrict the right of such Owner to vote in any regular or special meeting of the Members; and

(e) The Board may assess a penalty against such Owner up to a maximum amount equal to the Maximum Penalty Amount (as hereinafter defined) for each day that the Owner is in violation of any of the provisions of this Declaration. The payment by the Owner of any such penalty may be enforced in the manner specified in Section 4.4 hereof relating to the payment of the Maintenance Expense Charge and shall be secured by the lien granted to the Association in such Section 4.4. As used herein, the term "Maximum Penalty Amount" shall mean an amount of money equal to one hundred dollars (\$100.00).

For purposes of this Section 9.6, the term "Appraised Value" shall mean eighty percent (80%) of the arithmetic average of the two appraised values designated by the Appraisers (herein defined). The term "Appraisers" shall mean two independent real estate appraisers, each in the business of appraising real estate values, one chosen by the Board, and one chosen by the defaulting Owner, which appraisers shall designate the fair market value of the defaulting Owner's Home, using appraisal techniques each deems to be appropriate.

Section 9.7. Enforceability. The Restrictions adopted and established for the Ranch by this Declaration are imposed upon and made applicable to the Ranch and shall run with the Ranch and shall be binding upon and inure to the benefit of and be enforceable by the Association, each purchaser, grantee and owner of the Ranch, or any portion thereof, and the respective heirs, legal representatives, successors and assigns of the Association and each such purchaser, grantee and owner.

Section 9.8. Declarants. The Declarants consist of all the Trustees of the Mary Meade Ranch Trust and various individuals and entities who own portions of the Ranch. The Declarants consist of the following:

Trustees of  
Mary Meade Ranch Trust

Mary W. (Powell) Wilson, Trustee  
Margaret L. Smith, Trustee  
E. W. Barnett, Trustee  
Jane Gorden, Trustee  
John L. Hill, Trustee  
Nancy Zimmerman, Trustee  
James M. Adkins, Trustee  
Natalie L. Gayle, Trustee

Individual Owners

Floyd Ames Smith  
Margaret L. Smith  
Susan Powell Murray  
Katherine Powell Boortz  
Barbara Powell Honig

Execution of this Declaration shall be effected on separate pages attached hereto.

WITNESS THE EXECUTION HEREOF AS OF JANUARY 1, 1985.

Mary W. Powell Wilson  
MARY W. (POWELL) WILSON, TRUSTEE  
OF MARY MEADE RANCH TRUST

Susan (Maynor) Powell Murray  
SUSAN (MAYNOR) POWELL MURRAY

Katherine Powell Boertz  
KATHERINE POWELL BOERTZ

Barbara Powell Honig  
BARBARA POWELL HONIG

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

\* This instrument was acknowledged before me on this  
the 19th day of APRIL, 1985 by MARY W. (POWELL)  
WILSON, as trustee of the Mary Meade Ranch Trust.

B. J. Ranton  
Notary Public in and for  
The State of TEXAS  
My Commission Expires: 4-88

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day  
of April, 1985 by SUSAN (MAYNOR) POWELL MURRAY.

Barbara Rappe  
Notary Public in and for  
The State of Texas  
My commission expires: 11/7/85

BARBARA RAPPE  
Notary Public, State of Texas  
My Commission Expires November 7, 1985

[SIGNATURE PAGE TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day  
of April, 1985 by KATHERINE POWELL BOORTZ.



Barbara Rappe  
Notary Public in and for  
The State of Texas

My commission expires: 11/7/85

BARBARA RAPPE  
Notary Public, State of Texas  
My Commission Expires November 7, 1985

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day  
of April, 1985 by BARBARA POWELL HONIG.



B.J. Ranton  
Notary Public in and for  
The State of Texas  
My commission expires: 4-88

[SIGNATURE PAGE TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]

WITNESS THE EXECUTION HEREOF AS OF JANUARY 1, 1985.

Margaret L. Smith  
MARGARET L. SMITH, INDIVIDUALLY  
AND AS TRUSTEE OF THE MARY MEADE  
RANCH TRUST

Floyd Ames Smith  
FLOYD AMES SMITH

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

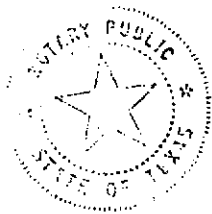
This instrument was acknowledged before me on this  
the 10th day of April, 1985 by MARGARET L. SMITH.



Charles P. Driscoll, Jr.  
Notary Public in and for  
The State of T E X A S  
CHARLES P. DRISCOLL, JR.  
Notary Public, State of Texas  
My Commission Expires: January 4, 1989

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this  
the 10th day of April, 1985 by FLOYD AMES  
SMITH.



Charles P. Driscoll, Jr.  
Notary Public in and for  
The State of T E X A S  
CHARLES P. DRISCOLL, JR.  
Notary Public, State of Texas  
My Commission Expires: January 4, 1989

[SIGNATURE PAGE TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]

VOL. 343 PAGE 141

WITNESS THE EXECUTION HEREOF AS OF JANUARY 1, 1985.

E. W. Barnett  
E. W. BARNETT, TRUSTEE OF THE  
MARY MEADE RANCH TRUST

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this  
the 22nd day of April, 1985 by E. W. BARNETT, as  
trustee of the Mary Meade Ranch Trust.



N. Pearce  
Notary Public in and for  
The State of T E X A S  
My Commission Expires: 8/26/87

N. PEARCE  
Notary Public - State of Texas  
My Commission Expires August 26, 1987

[SIGNATURE PAGE TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]



WITNESS THE EXECUTION HEREOF AS OF JANUARY 1, 1985.

Jane C. Gorden  
JANE GORDEN, TRUSTEE OF THE MARY  
MEADE RANCH TRUST

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this  
the 10th day of April, 1985 by JANE GORDEN, as  
trustee of the Mary Meade Ranch Trust.



Charles P. Driscoll, Jr.  
Notary Public in and for  
The State of T E X A S

My Commission Expires: January 4, 1989

CHARLES P. DRISCOLL, JR.  
Notary Public, State of Texas  
My Commission Expires Jan. 4, 1989

[SIGNATURE PAGE TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]

WITNESS THE EXECUTION HEREOF AS OF JANUARY 1, 1985.

John L. Hill  
JOHN L. HILL, TRUSTEE OF THE MARY  
MEADE RANCH TRUST

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this  
the 6<sup>th</sup> day of May, 1985 by JOHN L. HILL, as  
trustee of the Mary Meade Ranch Trust.



Peggy Hodges  
Notary Public in and for PEGGY HODGES  
The State of T E X A S

My Commission Expires: 11-8-88

[SIGNATURE PAGE TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]

WITNESS THE EXECUTION HEREOF AS OF JANUARY 1, 1985.

Nancy Zimmerman  
NANCY ZIMMERMAN, TRUSTEE OF THE  
MARY MEADE RANCH TRUST

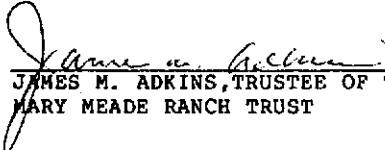
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this  
the 19th day of APRIL, 1985 by NANCY ZIMMERMAN,  
as trustee of the Mary Meade Ranch Trust.

B. J. Ranton  
Notary Public in and for  
The State of T E X A S  
My Commission Expires: 4-88

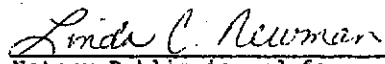
[SIGNATURE PAGE TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]

WITNESS THE EXECUTION HEREOF AS OF JANUARY 1, 1985.

  
JAMES M. ADKINS, TRUSTEE OF THE  
MARY MEADE RANCH TRUST

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this  
the 25th day of April, 1985 by JAMES M. ADKINS,  
as trustee of the Mary Meade Ranch Trust.

  
Notary Public in and for  
The State of T E X A S  
LINDA C. NEWMAN  
My Commission Expires: 2/7/89



[SIGNATURE PAGE TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]

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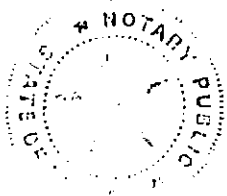
WITNESS THE EXECUTION HEREOF AS OF JANUARY 1, 1985.

Natalie L. Gayle  
NATALIE L. GAYLE, TRUSTEE OF THE  
MARY MEADE RANCH TRUST

THE STATE OF TEXAS   §  
                                 §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this  
the 11<sup>th</sup> day of June, 1985 by NATALIE L. GAYLE,  
as trustee of the Mary Meade Ranch Trust.

Michael F. Rogers  
Notary Public in and for  
The State of T E X A S  
MICHAEL F. ROGERS  
My Commission Expires: 11/5/88



[SIGNATURE PAGE TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MARY MEADE RANCH]

MFR101-M (YMR)

(3)

EXHIBIT "A"

TRACT 1:

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All that certain 625.290 acre tract or parcel of land in Kerr County, Texas, comprising acreage, more or less, out of various Patent Surveys as follows:

H. & O.B. Ry. Co., Survey No. 1, Abstract No. 412	0.4 Acres
Tyler Tap Ry. Co., Survey No. 1227, Abstract No. 637	376.6 Acres
H.E. & W.T. Ry. Co., Survey No. 1225, Abstract No. 683	243.8 Acres

being the same land conveyed to Indian Springs, Ltd. from Indian Springs Development Company, Inc. by a deed dated the 25th day of January, 1973 and recorded in Volume 161 at Page 175 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fencepost and 1/2" iron stake for the southeast corner of the herein described tract, in the east line of a public road, a point believed to be the approximate original northeast corner of said H. & O.B. Ry. Co. Survey No. 1; same point being in the west line of a 2,433.8 acre tract conveyed from T. J. Moore, et ux, to their children by a special deed dated the 9th day of May, 1940 and recorded in Volume 66 at Page 155, and the northeast corner of a 1,584.9 acre tract conveyed to Mickey Pfaff by a warranty deed dated the 22nd day of October, 1968 and recorded in Volume 135 at Page 439, both recordings in the Deed Records of Kerr County, Texas;

THENCE, along a fence: N.06° 55'E., 1,219.93 ft. to an anglepost; and N.05° 46'E., 3,752.69 ft. to a corner post and 1/2" iron stake for the northeast corner of the herein described tract;

THENCE, along a fence, S.83° 21'W., 1,109.30 ft. to a 1/2" iron stake in the northeast right-of-way line of a 30 ft. wide public road; S.83° 44'W., 26.23 ft. to a 1/2" iron stake in the centerline of said 30 ft. wide public road entering the herein described land; S.83° 44'W., 26.23 ft. to a 1/2" iron stake in the southwest right-of-way line of said 30 ft. wide public road; and S.83° 44'W., 7.16 ft. to a fence anglepost;

THENCE, along a fence: S.83° 22'W., 197.05 ft. to an anglepost and 1/2" iron stake; N.67° 01'W., 1,396.75 ft. to an anglepost; N.48° 24'W., 289.36 ft. to a 12" Cedar tree; N.58° 03'W., 32.40 ft. to an 8" Cedar tree; N.66° 49'W., 209.40 ft. to an anglepost and 1/2" iron stake;

THENCE, N.06° 43'E., 321.28 ft. to an unmarked corner in Buffalo Creek;

THENCE, N.88° 41'W., 189.35 ft. to a 1/2" iron stake at the southeast corner of a private road entrance;

THENCE, along the east line of said private road entrance, N.01° 10'W., 407.56 ft. to a 1/2" iron stake in the southeast line of Lake View Drive, a public road;

THENCE, along the southeast line of said Lake View Drive and across the end of said private road entrance: S.30° 33'W., 66.38 ft. to a 1/2" iron stake; and S.46° 02'W., 34.30 ft. to a 1/2" iron stake for the northwest corner of said private road entrance;

THENCE, along the west line of said private road entrance: S.01° 10'E., 97.01 ft. to a 1/2" iron stake; S.38° 00'E., 18.43 ft. to a 1/2" iron stake; S.31° 37'W., 20.51 ft. to a 1/2" iron stake; and S.01° 11'E., 196.01 ft. to a 1/2" iron stake for the southwest corner of said private road entrance;

THENCE, N.88° 41'W., 142.84 ft. to a 1/2" iron stake at the east corner of Lot 162 of Marymeade Subdivision Section Two;

THENCE, along the brow of a high bluff, S.05° 34'E., 30.40 ft. to a 1/2" iron stake; S.72° 48'W., 384.92 ft. to a 1/2" iron stake; S.80° 49'W., 251.46 ft. to a 1/2" iron stake; N.44° 40'W., 39.10 ft. to a 1/2" iron stake at the rear corner common to Lots 171 and 172 of said Marymeade Subdivision Section Two; S.79° 36'W., 314.24 ft. to a 1/2" iron stake; S.59° 51'W., 205.70 ft. to a 1/2" iron stake; S.44° 05'W., 100.66 ft. to a 1/2" iron stake; S.67° 39'W., 64.07 ft. to a 1/2" iron stake; and N.70° 41'W., 484.34 ft. to a 1/2" iron stake for the northwest corner of the herein described tract;

THENCE, S.03° 05'W., 93.88 ft. to a fence cornerpost and 1/2" iron stake;

THENCE, along a fence: S.03° 00'W., 1,778.68 ft. to an anglepost and 1/2" iron pipe; S.01° 30'W., 198.32 ft. to an anglepost and 1/2" iron stake; S.03° 28'E., 2,336.55 ft. to a 3/4" iron pipe at a cornerpost and reentrant corner of the herein described tract;

THENCE, along a fence and the brow of a high bluff: S.61° 23'W., 100.94 ft. to an 8" Cedar tree; S.59° 12'W., 50.63 ft. to a 6" Cedar tree; S.69° 11'W., 20.61 ft. to a 10" Cedar tree; S.58° 49'W., 99.98 ft. to a 1/2" iron stake; S.63° 43'W., 54.23 ft. to a 10" Cedar tree; S.78° 01'W., 183.16 ft. to an anglepost; and S.77° 25'W., 211.78 ft. to a cornerpost and 1/2" iron stake for the northerly southwest corner of the herein described tract;

THENCE, along a fence and across a canyon: S.00° 12'W., 1,078.59 ft. to an anglepost; and S.21° 16'E., 22.76 ft. to a cornerpost and 1/2" iron stake for the southerly southwest corner of the herein described tract;

THENCE, along a fence: S.81° 28'E., 356.06 ft. to an anglepost; N.67° 47'E., 168.69 ft. to an 8" Cedar tree; and N.89° 37'E., 4,726.81 ft. to a cornerpost;

THENCE, S.89° 32'E., at 2.47 ft. passing a 1/2" iron stake in the centerline of said public road, then continuing for a total distance of 17.47 ft. to the PLACE OF BEGINNING, containing 625.290 acres of land within these metes and bounds, SAVE AND EXCEPT 4.456 acres of land in said 30 ft. wide public road LEAVING A NET OF 620.834 ACRES OF LAND, said 30 ft. wide public road described as follows:

BEGINNING at a 1/2" iron stake in the centerline of an existing public road where it crosses a northerly line of the hereinabove described tract, 1,109.30 ft. S.83° 21'W. and 26.23 ft. S.83° 12'W. from the northeast corner of the hereinabove described tract; being thirty (30') ft. in width, fifteen (15') ft. along and abutting each side of the hereinafter described centerline of said public road;

1.	S. 62° 05'E.,	51.51 ft.;
2.	S. 73° 42'E.,	98.83 ft.;
3.	S. 67° 42'E.,	243.17 ft.;
4.	S. 49° 10'E.,	153.77 ft.;
5.	S. 23° 50'E.,	118.32 ft.;
6.	S. 14° 12'E.,	214.90 ft.;
7.	S. 22° 19'E.,	487.25 ft.;
8.	S. 11° 50'E.,	221.37 ft.;
9.	S. 04° 52'E.,	349.87 ft.;
10.	S. 20° 36'E.,	232.23 ft.;
11.	S. 03° 18'E.,	101.22 ft.;
12.	S. 05° 46'W.,	1184.20 ft.;
13.	S. 41° 48'W.,	69.87 ft.;
14.	S. 82° 24'W.,	64.60 ft.;
15.	N. 59° 07'W.,	76.08 ft.;
16.	N. 47° 37'W.,	245.77 ft.;
17.	N. 59° 31'W.,	105.61 ft.;
18.	N. 82° 07'W.,	106.83 ft.;
19.	S. 71° 49'W.,	92.31 ft.;
20.	S. 48° 33'W.,	107.72 ft.;
21.	S. 27° 56'W.,	106.01 ft.;
22.	S. 05° 43'W.,	124.00 ft.;
23.	S. 12° 00'E.,	85.12 ft.;
24.	S. 21° 12'E.,	102.49 ft.;
25.	S. 10° 22'E.,	192.65 ft.;
26.	S. 22° 22'E.,	195.17 ft.;
27.	S. 01° 20'E.,	282.29 ft.;
28.	S. 21° 01'E.,	77.19 ft.;
29.	S. 56° 29'E.,	58.63 ft.;
30.	S. 68° 57'E.,	127.19 ft.;
31.	S. 65° 14'E.,	70.94 ft.;
32.	S. 74° 03'E.,	97.22 ft.;
33.	S. 44° 07'E.,	63.83 ft.;
34.	S. 16° 12'E.,	60.49 ft.; and
35.	S. 06° 55'W.,	421.71 ft. to a 1/2" iron

stake in the south line of the hereinabove described  
620.834 acre tract, 15.00 ft. N.89° 32'W., from the  
southeast corner.

TRACT 2:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being 70.301 acres of land comprising 34.231 acres out of H. & O.B.R.R. Co. Survey No. 1161, Abstract No. 571, and 36.020 acres out of Tyler Tap R.R.Co.Survey No. 1227, Abstract No. 637, the herein described tract being part of a 695.7 acre tract conveyed from G. E. Lehmann and Gordon H. Monroe to Ralph S. Dunn, et ux, by a deed dated June 9, 1967, and recorded in Vol. 129, at page 32 of the Deed Records of Kerr County, Texas, and also being that part excepted in a conveyance from Ralph S. Dunn, et ux, to Carl C. Krueger, Jr. in a Deed dated October 23, 1969, and recorded in Vol. 141, page 48 of the Deed Records of Kerr County, Texas, said herein 70.301 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in a rock mound in the remains of an old fence, the Northeast corner of said H. & O.B.R.R.Co. Survey No. 1161, Abstract No. 571, and also being the West line of said Tyler Tap R.R.Co. Survey No. 1227, Abstract No. 637 in Kerr County, Texas;

THENCE along said remains of an old fence and the north line of said H. & O.B.R.R.Co. Survey No. 1161, S. 89° 56' W., 844.26 feet



to a 3/4" iron stake at a cornerpost of a high fence for the Northwest corner of the herein described tract;

THENCE along said high fence S. 11° 10' E., 1057.30 feet and S. 11° 50' E., 1713.46 feet to a 3/4" iron stake at a fence cornerpost, the Southwest corner of the herein described tract;

THENCE, along a high fence, S. 78° 23' E., 247.83 feet to a cornerpost in the common line between said H. & O.B.R.R.Co. Survey No. 1161 and said Tyler Tap R.R.Co. Survey No. 1227;

THENCE along a fence N. 79° 23' E., 145.10' feet to a 6" cedar tree for post; N. 76° 14' E., 65.06 feet to a 16" cedar tree for post; N. 86° 09' E., 26.14 feet to a 7" cedar tree for post; N. 77° 10' E., 157.09 feet to a 22" cedar tree for post; N. 64° 13' E., 54.04 feet to a 9" cedar tree for post; N. 59° 10' E., 100.56 feet to an 8" cedar tree for post; N. 67° 57' E., 19.78 feet to a 7" cedar tree for post; N. 60° 00' E. 51.43 feet to a 12" cedar tree for post; N. 59° 37' E. 59.33 feet to an 8" cedar tree for post; and N. 63° 57' E. 41.63 feet to a 3/4" iron stake at a 14" cedar tree for cornerpost, the Southeast corner of the herein described tract;

THENCE along a fence N. 03° 00' W., 2336.16 feet to an angle post and N. 02° 16' E., 197.21 feet to an iron pipe stake, the Northeast corner of the herein described tract;

THENCE West 511.85 feet to the place of BEGINNING; containing 70.301 acres of land within these metes and bounds; being the same and identical property conveyed to Carl C. Krueger, Jr. by Ralph S. Dunn and wife, Lucille Dunn by deed dated November 28, 1973, recorded in Vol. 169, page 99, Deed Records of Kerr County, Texas, to which instruments and their records reference is here made for all purposes, together with all improvements situated thereon and all rights of ingress and egress to the aforesaid property now held by the Grantors same being hereby transferred, assigned and conveyed to the above named Grantees.

EXHIBIT "B"  
DESCRIPTION OF LOTS

KERR COUNTY JOINT VENTURE  
JOHN L. HILL 10.00 ACRE TRACT

VOL. 343 PAGE 151

Being all of a certain tract or parcel of land, out of Tyler Tap Ry. Co. Survey No. 1227, Abstract No. 637, in Kerr County, Texas; part of 620.984 acres conveyed to Willis M. Powell, Jr., et al, from Indian Springs, Ltd., by a warranty deed with vendor's lien dated the 13th day of February, 1976 and recorded in Volume 185 at Page 383 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set for the northeast corner of the herein described tract, at the southwest corner of the intersection of two paved roads, which point bears, more or less, 6430 ft. N.33° 39'W. from the southeast corner of said 620.984 acres;

THENCE, along the southeasterly side of an east-west paved road, S.66° 41'W., 277.71 ft. to a 1/2" iron stake set for the northwest corner of the herein described tract near the east bank of Buffalo Creek;

THENCE, along the high bank and approximately parallel with said Buffalo Creek: S.12° 30'E., 488.40 ft. to an iron stake; S.22° 07'E., at 243.01 ft. passing an iron stake set in line with a dam on said creek, then continuing for a total distance of 372.08 ft. to an iron stake set for the southwest corner of the herein described tract;

THENCE, N.73° 51'E., 867.40 ft. to an iron stake set for the southeast corner of the herein described tract on the southwest side of a north-south paved road;

THENCE, along the southwest side of said north-south paved road: N.42° 08'W., 176.11 ft. to an iron stake; N.73° 33'W., 443.59 ft. to an iron stake; N.52° 30'W., 140.53 ft. to an iron stake; N.40° 31'W., 222.45 ft. to an iron stake; and N.07° 44'W., 180.93 ft. to the PLACE OF BEGINNING, containing 10.00 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Parent Survey lines or corners; and that all property corners are as stated.

Dated this 29th day of April, 1980

D. R. Voelkel  
Registered Professional Engineer No. 8889  
Registered Public Surveyor No. 443

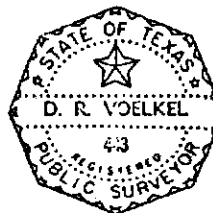


EXHIBIT "B"  
(Cont'd)

KERR COUNTY JOINT VENTURE  
FLOYD AMES SMITH 10.03 ACRE TRACT

VOL. 343 PAGE 152

Being all of a certain 10.03 acre tract or parcel of land, comprising, more or less, 5.42 acres out of H.E. & W.T. Ry. Co. Survey No. 1225, Abstract No. 683, and 4.64 acres out of Tyler Tap Ry. Co. Survey No. 1227, Abstract No. 637, in Kerr County, Texas; part of 620.984 acres conveyed to Willis M. Powell, Jr., et al, from Indian Springs, Ltd., by a Warranty Deed with Vendor's Lien dated the 13th day of February, 1976 and recorded in Volume 185 at Page 383 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set for the east corner of the herein described tract in the southwesterly line of a former public road, which point bears, more or less, 3580 ft. N.23° 41'W. from the southeast corner of said 620.984 acres;

THENCE, along the approximate southwesterly line of said former public road: N.87° 14'W., 307.97 ft. to an existing 1/2" iron stake; N.66° 35'W., 93.13 ft. to an existing 1/2" iron stake; N.56° 26'W., 93.23 ft. to an existing 1/2" iron stake; N.30° 08'W., 55.98 ft. to an existing 1/2" iron stake; N.39° 46'W., 201.94 ft.; and N.45° 31'W., 88.11 ft. to an unmarked point for the most northerly corner of the herein described tract;

THENCE, S.48° 17'W., 150.00 ft. to an unmarked point for the northwesterly corner of the herein described tract;

THENCE, S.17° 37'E., 328.96 ft. to an unmarked point for a reentrant corner of the herein described tract, 10 ft. S.32° 52'W. from a 1/2" iron reference stake;

THENCE, S.32° 52'W., 380.40 ft. to an unmarked point for the west corner of the herein described tract

THENCE, S.72° 23'E., 718.58 ft. to a 1/2" iron stake set for the south corner of the herein described tract;

THENCE, N.21° 07'E., 623.48 ft. to the PLACE OF BEGINNING, containing 10.03 acres of land within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 5th day of June, 1979

D. R. Voelkel  
Registered Professional Engineer No. 8889  
Registered Public Surveyor No. 443

EXHIBIT "B"  
(Cont'd)

KERR COUNTY JOINT VENTURE

JAMES M. ADKINS 10.02 ACRE TRACT

VOL. 343 PAGE 153

Being all of a certain tract or parcel of land, out of Tyler Tap Ry. Co. Survey No. 1227, Abstract No. 637, in Kerr County, Texas; part of 620.984 acres conveyed to Willis M. Powell, Jr., et al, from Indian Springs, Ltd., by a Warranty Deed with Vendor's Lien dated the 13th day of February, 1976 and recorded in Volume 185 at Page 383 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set for the northwest corner of the herein described tract, at the southeast corner of the intersection of two paved roads, which point bears, more or less, 6426 ft. N.33° 01'W. from the southeast corner of said 620.984 acres;

THENCE, along the southeasterly side of an east-west paved road, N.65° 54'E., 254.04 ft. to a 1/2" iron stake set for the most northerly corner of the herein described tract;

THENCE, S.32° 48'E., 191.57 ft. to a 1/2" iron stake set for a reentrant corner of the herein described tract;

THENCE, N.78° 01'E., 427.14 ft. to a 1/2" iron stake; S.43° 00'E., 250.89 ft. to a 1/2" iron stake and S.31° 03'E., 146.16 ft. to a 1/2" iron stake set for the most easterly corner of the herein described tract;

THENCE, S.40° 44'W., 442.50 ft. to a 1/2" iron stake set for the most southerly corner of the herein described tract on the northeast side of a North-South paved road;

THENCE, along the northeast side of said North-South paved road: N.49° 56'W., 59.28 ft. to a 1/2" iron stake; N.55° 35'W., 65.87 ft. to a 1/2" iron stake; N.75° 54'W., 390.20 ft. to a 1/2" iron stake; N.54° 21'W., 146.45 ft. to a 1/2" iron stake; N.38° 45'W., 169.20 ft. to a 1/2" iron stake; N.16° 42'W., 126.87 ft. to a 1/2" iron stake; and N.15° 17'E., 107.12 ft. to the PLACE OF BEGINNING, containing 10.02 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 22nd day of September, 1980

D. R. Voelkel  
Registered Professional Engineer No. 8889  
Registered Public Surveyor No. 443

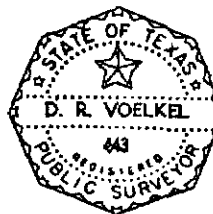
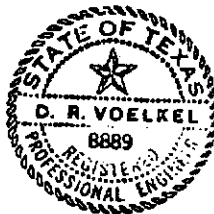


EXHIBIT "B"  
(Cont'd)

KERR COUNTY JOINT VENTURE

WILLIS M. POWELL, JR., 10 ACRE TRACT

VOL. 343 PAGE 154

Being all of a certain tract or parcel of land, out of Tyler Tap Ry. Co. Survey No. 1227, Abstract No. 637, in Kerr County, Texas; part of 620.984 acres conveyed to Willis M. Powell, Jr., et al, from Indian Springs, Ltd., by a warranty deed with vendor's lien dated the 13th day of February, 1976 and recorded in Volume 185 at Page 383 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set for the north corner of the herein described tract, which point bears, more or less, 4665 ft. N.47° 48'W. from the southeast corner of said 620.984 acres;

THENCE, S.51° 39'W., 768.70 ft. to an iron stake set for the west corner of the herein described tract;

THENCE, S.20° 08'E., 405.68 ft. to an iron stake set for the south corner of the herein described tract;

THENCE, N.69° 14'E., at 349.60 ft. passing an iron stake then continuing for a total distance of 901.58 ft. to an iron stake set for the east corner of the herein described tract;

THENCE, N.35° 13'W., 658.55 ft. to the PLACE OF BEGINNING, containing 10.00 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 6th day of May, 1980

D. R. Voelkel  
Registered Professional Engineer No. 8889  
Registered Public Surveyor No. 443

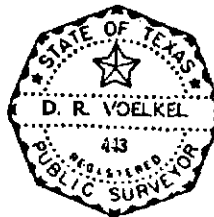
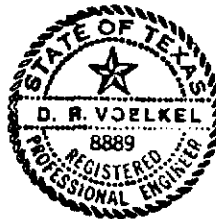


EXHIBIT "B"  
(Cont'd)

KERR COUNTY JOINT VENTURE

ROBERT L. GORDEN 10.00 ACRE TRACT

VOL. 343 PAGE 155

Being all of a certain 10.00 acre tract or parcel of land out of Tyler Tap Ry. Co. Survey No. 1227, Abstract No. 637, in Kerr County, Texas; part of 625.290 acres conveyed to Willis M. Powell Jr., et al, from Indian Springs, Ltd., by a Warranty Deed with Vendor's Lien dated this 13th day of February, 1976 and recorded in Volume 185 at Page 383 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a  $\frac{1}{4}$ " iron stake at a fence anglepost for the southwest corner of the herein described tract, in the west line of said 625.290 acres, which point bears, approximately, 3631 ft. North and 4727 ft. West from the southeast corner of said 625.290 acres;

THENCE, upon, over and across said 625.290 acres: N.79°02'E. 1140.00 ft. to the southeast corner of the herein described tract; N.39°05'W. 510.23 ft. to the northeast corner of the herein described tract; and S.79°02'W. 792.95 ft. to the northwest corner of the herein described tract in a fence along the west line of said 625.290 acres;

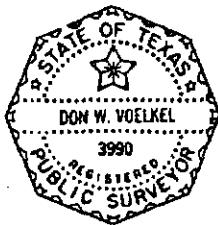
THENCE, with a fence along the west line of said 625.290 acres: S.03°00'W. 264.17 ft. to a  $\frac{1}{4}$ " iron pipe at an anglepost; and S.01°03'W. 198.32 ft. to the PLACE OF BEGINNING containing 10.00 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 22nd day of August, 1985

*Don W. Voelkel*

Don W. Voelkel  
Registered Public Surveyor No. 3990



KERR COUNTY JOINT VENTURE

BILL BARNETT 10.00 ACRE TRACT

VOL. 343 PAGE 156

Being all of a certain 10.00 acre tract or parcel of land out of Tyler Tap Ry. Co. Survey No. 1227, Abstract No. 637, in Kerr County, Texas; part of 625.290 acres conveyed to Willis M. Powell Jr., et al, from Indian Springs, Ltd., by a Warranty Deed with Vendor's Lien dated this 13th day of February, 1976 and recorded in Volume 185 at Page 383 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a  $\frac{1}{4}$ " iron stake set for the west corner of the herein described tract, in the northeasterly line of a former public road, which point bears, approximately, 3580 ft. N.23°41'W. and 1889.17 ft. N.42°18'W. from the southeast corner of said 625.290 acres;

THENCE, along the approximate northeasterly line of said former public road, each point marked with a  $\frac{1}{4}$ " iron stake: S.21°18'E. 177.46 ft.; S.33°00'E. 252.35 ft.; S.23°48'E. 468.53 ft.; and S.53°21'E. 244.67 ft. to the south corner of the herein described tract;

THENCE, N.48°42'E. 352.07 ft. to the east corner of the herein described tract;

THENCE, N.31°41'W. 1118.32 ft. to the north corner of the herein described tract;

THENCE, S.48°42'W., at 104.10 ft. passing a  $\frac{1}{4}$ " iron stake, then continuing for a total distance of 352.07 ft. to the PLACE OF BEGINNING containing 10.00 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 21st day of August, 1985

*Don W. Voelkel*

Don W. Voelkel  
Registered Public Surveyor No. 3990

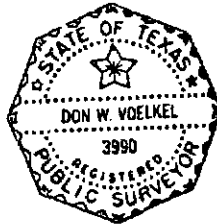


EXHIBIT "B"  
(Cont'd)

VOL. 343 PAGE 157

KERR COUNTY JOINT VENTURE

ROBERT ZIMMERMAN 10.00 ACRE TRACT

Being all of a certain 10.00 acre tract or parcel of land out of Tyler Tap Ry. Co. Survey No. 1727, Abstract No. 637, in Kerr County, Texas; part of 620.984 acres conveyed to Willis H. Powell Jr., et al, from Indian Springs, Ltd., by a Warranty Deed with Vendor's Lien dated this 13th day of February, 1976 and recorded in Volume 185 at Page 383 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set for the east corner of the herein described tract, the east northerly corner of the Floyd Ames Smith 10.03 acre tract, in the southwesterly line of a former public road, which point bears, approximately 3580 ft. N.23° 41'W. and 783.16 ft. N.61° 55'W. from the southeast corner of said 620.984 acres;

THENCE, along the approximate southwesterly line of said former public road: N.45° 39'W., 40.74 ft. to an existing 1/2" iron stake; and N.53° 30'W. 284.42 ft. to a 1/2" iron stake set in the approximate southerly right-of-way line of a second former public road;

THENCE, along the approximate southerly right-of-way line of said second former public road: S.61° 19'W. 210.17 ft. to a 1/2" iron stake; S.71° 27'W. 185.48 ft. to an existing 1/2" iron stake; and N.61° 16'W. 50.12 ft. to a 1/2" iron stake;

THENCE, S.72° 04'W. 546.84 ft. to a 1/2" iron stake set for the west corner of the herein described tract;

THENCE, S.33° 48'E. 590.71 ft. to a 1/2" iron stake set for the south corner of the herein described tract;

THENCE, N.56° 08'E. 893.11 ft. to a 1/2" iron stake set for a westerly corner of said Smith 10.03 acre tract;

THENCE, along a northwesterly line of said Smith 10.03 acre tract, N.48° 17'E. 150.00 ft. to the PLACE OF BEGINNING containing 10.00 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Potent Survey lines or corners; and that all property corners are as stated.

Dated this 14th day of January, 1985

*Don W. Voelkel*

Don W. Voelkel  
Registered Public Surveyor No. 3990





FILED FOR RECORD  
at 4:10 o'clock P.M.  
SEP 16 1985  
PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
By Debra Hudson Deputy

Return to:  
Michael J. Rogene  
Shelton & Kigys  
800 MILLER ROAD  
333 Perry Avenue  
MOUNTAIN VIEW, TX 79042

Filed by: -

Filed for record September 16, 1985 at 4:10 o'clock P.M.  
Recorded September 20, 1985  
PATRICIA DYE, Clerk By Whinnie J. Washburn Deputy

RULES AND REGULATIONS  
FOR THE USE OF THE COMMON AREA

AT

MARY MEADE RANCH

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

THAT THE COMMON AREA OF THE MARY MEADE RANCH IS HEREBY RESTRICTED TO RECREATIONAL AND SCENIC USES UNTIL JANUARY 1, 2024 for the benefit and enjoyment of the members of the Mary Meade Ranch Owner's Association and their guests (herein collectively called the "Members") subject to the reservations and conditions set forth below. The Common Area of the Mary Meade Ranch is exclusively dedicated and solely used for scenic enjoyment and recreational uses such as, but not limited to, walking, hiking, swimming, picnicking, recreational fishing, rock hunting, fossil collecting, bird watching, road biking, boating, kayaking, drawing, painting, photographing and stargazing. These Rules and Regulations are authorized and adopted by the board of the Mary Meade Ranch Owner's Association under powers granted to them in Section 2.3 (b) of the Declaration of Covenants, Conditions and Restrictions for the Mary Meade Ranch (herein called "Declaration"), which are filed in the deed records of Kerr County in Volume 343 at page 124. As specified in the Declaration, these Rules and Regulations are of equal dignity and are enforceable in the same manner as the Declaration. Furthermore, these Rules and Regulations adopt and incorporate all the provisions of the Declaration, including the definitions, exhibits, attachments, and legal descriptions.

RULES AND REGULATIONS

1. No business or commercial enterprise of any kind may be operated from or located in the Common Area.
2. No buildings, structures, facilities or other infrastructure are permitted to be built in the Common Area, except such limited facilities as the board expressly permits from time to time in support of recreational and scenic uses. Maintenance and repair is permitted of such roads, trails, dams, swimming facilities and other structures as already exist on the Common Area, including but not limited to the Gayle house, the pump house and periodic cleaning out of areas behind dams.
3. No hunting of any kind is permitted in the Common Area, except in pursuance of a wildlife management plan.
4. No commercial fishing is permitted in the Common Area, however Members and their guests may use the creeks and streams of the Common Area for recreational fishing as governed by the laws of the State of Texas.
5. No farming or grazing of livestock of any kind is permitted in the Common Area, except in pursuance of a wildlife management plan.
6. No timber harvesting or brush clearing is permitted in the Common Area, except in pursuance of a wildlife management plan, or for the purpose of scenic enhancement.

7. No mining or mineral extraction is permitted in the Common Area, except that caliche from the Common Area may be used to maintain and repair roads on the Mary Meade Ranch.
8. No new roads or permanent trails may be constructed in the Common Area, other than such access roads as are required to connect authorized building sites to existing roads through the Common Area. Such access roads may only be as long and as wide as is reasonably necessary to connect building sites to existing roads. The board must approve all such access roads before they are built.
9. No motorized vehicles are permitted off existing roads and historically used tracks. Vehicles such as dirt bikes, all terrain vehicles and 4-wheelers are not permitted for recreation in the Common Area.
10. No dumping of trash, rubbish or other refuse in the Common Area is allowed. However, stacking of brush cuttings to create wildlife shelter or in preparation for controlled burning is allowed in pursuance of a wildlife management plan.

Executed the 18<sup>th</sup> day of April, 2002

Mary Meade Ranch Owners' Association, Inc.

By: Robert E. Zimmerman, Jr.

Robert E. Zimmerman, Jr. - President

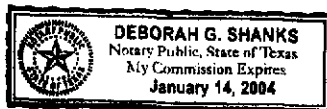
STATE OF TEXAS  
COUNTY OF HARRIS

Subscribed and sworn to before me this 18th day of April A.D., 2002, personally appeared Robert E. Zimmerman, Jr., President, of Mary Meade Ranch Owners' Association, Inc. who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth, on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires 1-14-2004

Deborah G. Shanks Notary Public



Filed by:  
Mary Meade Ranch Owners Assoc

Return to:  
David Braun, att  
Braun + Assoc.  
14101 Hwy 290W, Suite 400C  
Austin, TX 78737

FILED FOR RECORD  
at 4:40 o'clock P M

APR 24 2002

JANNETT PIEPER  
Clerk County Court, Kerr County, Texas  
Cheryl Thompson Deputy

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

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

APR 25 2002



*Jannett Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property  
VOL. 1186 PG 123  
RECORDING DATE

APR 25 2002



*Jannett Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS