

CASTLECOMB

(6/29/12)

RESTRICTIONS

Volume 5, Page 597, Easement Records of Kerr County, Texas; Volume 467, Page 438, Volume 501, Page 325, Volume 869, Page 286, Volume 906, Page 746, and Volume 1303, Page 648, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Electric line easement to L.C.R.A., dated August 18, 1945, recorded in Volume 76, Page 563, Deed Records of Kerr County, Texas.
- Avigation and Clear Zone Easement dated July 21, 1969, recorded in volume 5, Page 597, Easement Records of Kerr County, Texas.
- Easements per plat recorded in Volume 5, Page 307, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments dated recorded in Volume 467, Page 438, Volume 501, Page 325, Volume 869, Page 286, Volume 906, Page 746, and Volume 1303, Page 648, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

1949

AVIGATION AND CLEAR ZONE EASEMENT

THE STATE OF TEXAS §

COUNTY OF KERR §

WHEREAS, Kerr County Industrial Foundation, a Texas Corporation of Kerr County, Texas, acting herein by and through its president, Jim Weatherby, (hereinafter called Grantors), are the owners in fee of 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:

Being a tract or parcel of land containing 1.82 acres, more or less, required for an Aerial Easement for the most Westerly approach and clear zone area of runway designated as 12-30 Runway, said tract or parcel of land being out of Survey No. 71 in the name of W. T. Crook, and being a part of a 22.55 acre tract conveyed to Jack Peterson and Harry Dieter, Trustees of Kerr County Industrial Foundation by deed recorded in Volume 114 at Page 8 of the Deed Records of Kerr County, Texas, dated November 16, 1962, and being more specifically described as follows, to-wit:

Beginning at a point set for the South corner of tract or parcel of land designated as Parcel No. 3-A as shown on Exhibit C, a copy of which is hereto attached, said Parcel No. 3-A being a part of that tract or parcel of land designated as Area No. 3 as shown on Property Map dated July, 1967, said point being N.71°25'E. 2,743.4 feet from the Southwest corner of aforesaid Survey No. 71, W. T. Crook, said point being in the Southeast line of S.A. & A.P. Railway Company property;

THENCE N.51°41'E. 67.52 feet to railroad rail set for the East corner of aforesaid railway property;

THENCE along aforesaid railway property, N.38°19'W. at 598.9 feet, an iron pin, a total of 624.1 feet for the West corner of this easement;

THENCE N.45°E. 18.2 feet and N.52°E. 65.0 feet for the North corner of this easement;

THENCE S.42°48'E. 681 feet for the East corner of this easement;

THENCE with the following bearings and distances as follows:

S.19°40'W. 42 feet;

S.70°40'W. 155 feet;

N.79°20'W. 33 feet to PLACE OF BEGINNING containing 1.82 acres, more or less.

which tract of land is identified as Parcel No. 3-A on Exhibit C attached hereto and made a part hereof, said tract being hereinafter referred to as "Parcel No. 3-A"; and,

WHEREAS, the City of Kerrville, Texas, and Kerr County, Texas, (hereinafter called Grantees), are the owners and operators of the Kerrville Municipal Airport, Louis Schreiner Field, situate in the County of Kerr, State of Texas, in close proximity of the said Parcel No. 3-A; and,

WHEREAS, it is deemed necessary that that portion of Parcel No. 3-A which lies within the westerly clear zone approach area of the NW-SE 12-30 runway of said airport be and remain free and clear of any structure, tree, or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking-off at the said airport, which said clear zone approach area is more particularly described as follows:

Being a tract or parcel of land containing 8.035 acres, more or less, required for an aerial for the most Westerly approach and clear zone area of runway designated as 12-30 Runway, said tract or parcel of land being out of Survey No. 71, W. T. Crook, and being a part of a 4.07 acre tract conveyed to S.A. & A.P. Railway Company by deed recorded in Volume 53 at Page 352, dated August 12, 1931, and a part of 0.59 acre tract conveyed to S.A. & A.P. Railway Company by deed recorded in Volume 53 at Page 390, dated August 13, 1931, also a part of a 22.55 acre tract conveyed to Jack Peterson and Harry Dieter, Trustees of Kerr County Industrial Foundation by deed recorded in Volume 114 at Page 12, all deeds recorded in the Deed Records of Kerr County, Texas, and being more specifically described as follows, to-wit:

Beginning at a point set in the Southwest line of Area 3 and the South corner of Parcel No. 3, said point being N.69°01'E. 2,673.05 feet from the Southwest corner of Survey No. 71, W. T. Crook, and N.51°41'E. 34 feet from an iron pin set in the Northeast right-of-way of S.A. & A.P. Railway Company;

THENCE N.54°12'W. 605.98 feet for corner marked "D";

THENCE N.41°30'E. 450 feet for corner marked "C";

THENCE S.42°48'E. 1004.99 feet for corner marked "A";

THENCE S.41°30'W. 250 feet for corner marked "B";

THENCE N.54°12'W. 399.01 feet to PLACE OF BEGINNING containing 8.035 acres, more or less.

NOW, THEREFORE: Know All Men by These Presents that Grantors for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of other good and valuable consideration in hand paid by Grantees to Grantors, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, successors and assigns, do hereby COVENANT and AGREE with the Grantees, that, for the benefit of the public in its use of the airport, they will not hereafter erect or permit the erection or growth of any structure, tree, or other object within that portion of Parcel No. 3-A which lies within the westerly clear zone approach area of the NW-SE 12-30 runway, (which area is identified on the said Exhibit C), to a height above the clear zone approach surface for that approach area (as also identified on the said Exhibit C), said clear zone approach surface being an inclined plane with a slope of 20:1 (one foot of elevation for 20 feet of horizontal distance) located directly above the clear zone approach area, which inclined plane has an elevation of 1,573.4' (mean sea level) at its inner and lower edge along line AB as shown on Exhibit C, and an elevation of 1,623.4' (mean sea level) at its outer and upper edge along line CD as shown on said Exhibit C; and,

The Grantors, for themselves, their heirs, successors, and assigns, for the said consideration, do hereby GRANT and CONVEY to the Grantees, their agents, servants, employees, successors and assigns, a continuing right and easement

- (1) To take any action necessary to prevent the erection or growth of any structure, tree or other object into the air space above that part of said approach surface which is directly above and over Parcel No. 3-A and to remove from such air space, or make and light as obstructions to air navigation, any and all structures, trees or other object that may at any time project or extend above the said approach surface;
- (2) To prevent any use of the land identified as Parcel No. 3-A which would interfere with the operation and maintenance of the said airport;
- (3) To use the airspace above the surface of the premises hereinabove described for the flight and passage of aircraft in said airspace, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said airspace or landing at, taking-off from or operating on such airport;

together with the right of ingress to, egress from and passage over the land of Grantors within the said clear zone approach area for such purposes;

TO HAVE AND TO HOLD said easement and all rights appurtenant thereto unto the Grantees, their successors and assigns, until said Kerrville Municipal Airport, Louis Schreiner Field, shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of the Grantors, that these covenants and agreements shall run with the land, and that, for the purposes of this instrument, that portion of Parcel No. 3-A which lies within the clear zone approach area shall be the servient tenement and the said Kerrville Municipal Airport, Louis Schreiner Field, shall be the dominant tenement.

EXECUTED this the 21st day of July, A. D. 1969.

KERR COUNTY INDUSTRIAL FOUNDATION

ATTEST:

E. B. Harnett

By Jim Weatherby
Jim Weatherby, President

THE STATE OF TEXAS S

COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally appeared Jim Weatherby, President of Kerr County Industrial Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of July, A. D. 1969.



Notary Public
Notary Public in and for
Kerr County, Texas

VOL. 5 PAGE 601
CLEAR ZONE APPROACH AREA AT WEST END OF N.W.-S.E. RUNWAY
LOUIS SCHREINER FIELD
KERRVILLE MUNICIPAL AIRPORT
KERRVILLE, KERR COUNTY, TEXAS

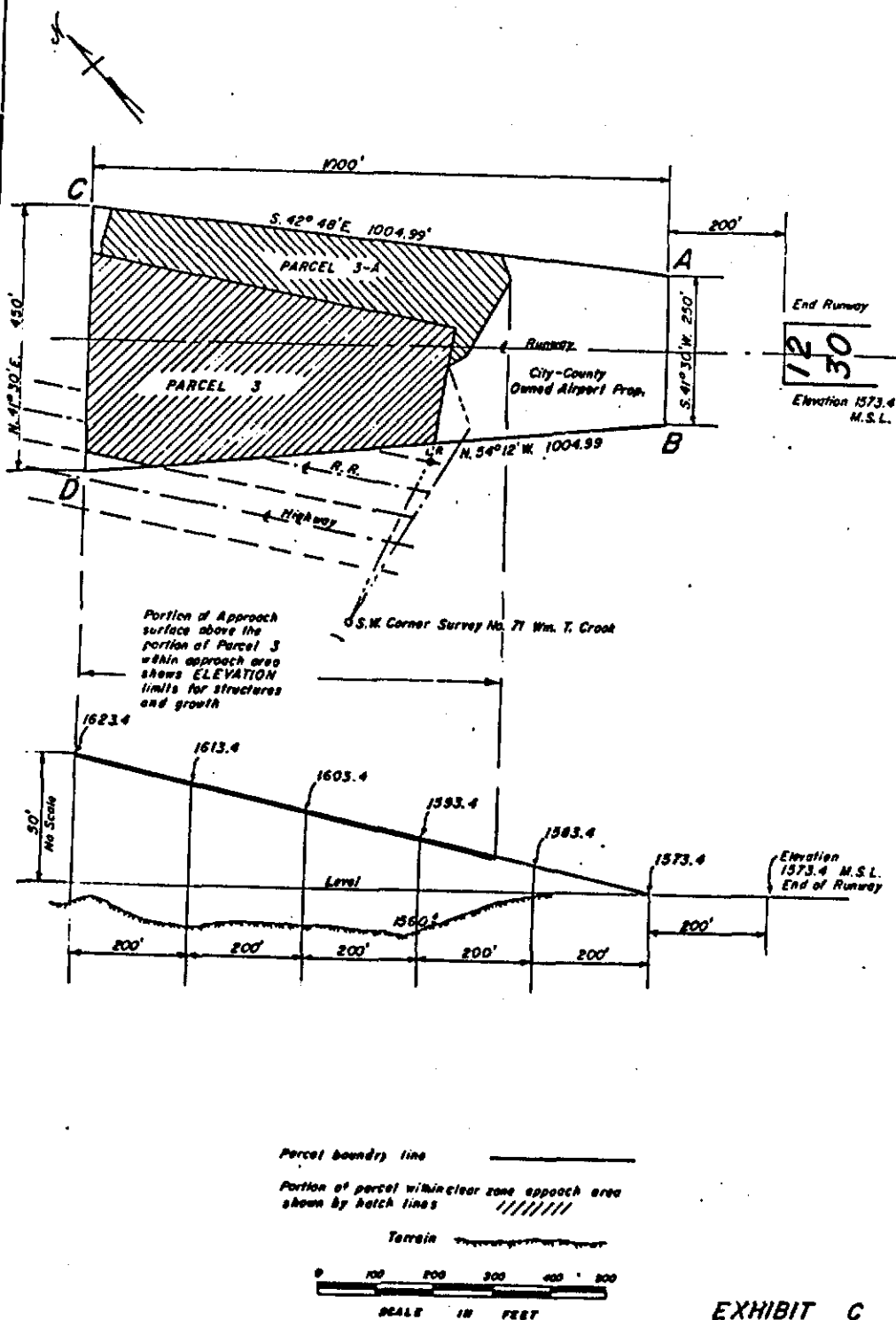


EXHIBIT C

LESSEE'S APPROVAL AND CONSENT

THE STATE OF TEXAS §
COUNTY OF KERR §

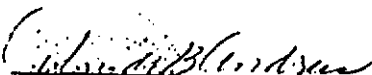
KNOW ALL MEN BY THESE PRESENTS:

That MOONEY AIRCRAFT CORPORATION, a Pennsylvania corporation of Kerr County, Texas, acting herein by and through its president, Ralph M. Harmon, being the Lessee of the real estate described in the attached and foregoing Avigation and Clear Zone Easement, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) paid by the City of Kerrville and Kerr County, Texas, receipt of which is hereby acknowledged and confessed, has this day executed this instrument for the purpose of making a record of its consent and approval of the action of the said Kerr County Industrial Foundation in the execution of the above and foregoing Avigation and Clear Zone Easement in favor of the Kerrville Municipal Airport, Louis Schreiner Field, and Lessee therefore does hereby expressly approve and consent to the same for all purposes as fully as though it had been named as a party therein.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its president this the 17 day of July, A. D. 1969.

MOONEY AIRCRAFT CORPORATION

ATTEST:


Gertrude B. Andrus
Assistant Secretary

BY: 
Ralph M. Harmon, President

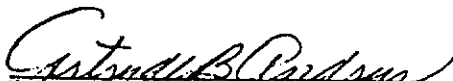
Filed 6.. Day of August, A. D. 1969.
EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By  Deputy

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Ralph M. Harmon, president of Mooney Aircraft Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

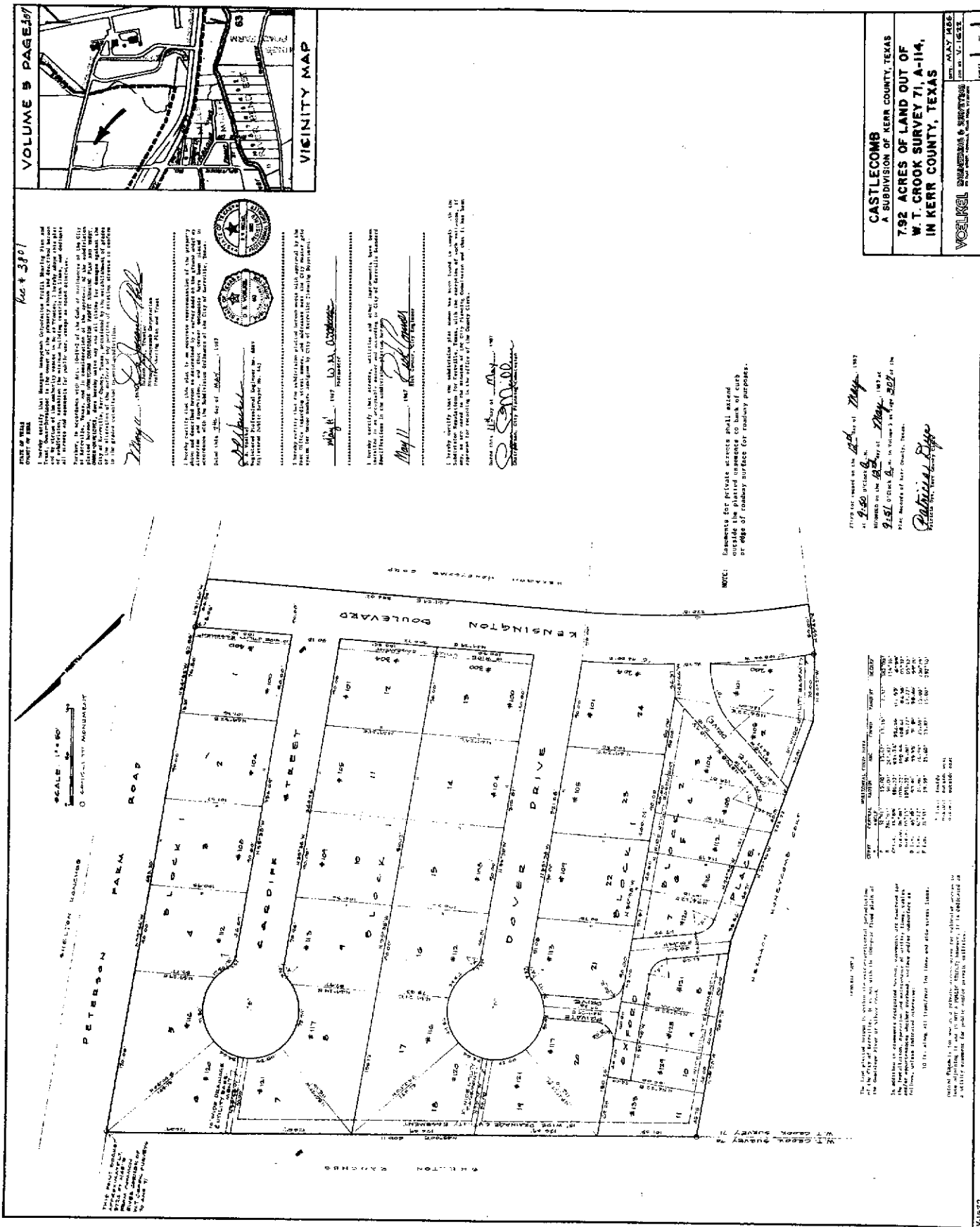
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of July, A. D. 1969.




Notary Public in and for
Kerr County, Texas

Filed for record August 6, 1969 at 9:20 o'clock A. M.
Recorded August 7, 1969
EMMIE M. MUENKER, County Clerk

By  Deputy



VOLUME 5 PAGE 187

CASTLECOMB
A SUBDIVISION OF KERR COUNTY, TEXAS
7.92 ACRES OF LAND OUT OF
W. T. CROOK SURVEY 71, A-114,
IN KERR COUNTY, TEXAS

VOELKEL ENGINEERING & SURVEYING
1001 N. 10TH ST., SUITE 100
DALLAS, TEXAS 75207
TEL. 241-1111
FAX 241-1112

NOTICE: Subdivisions for private streets shall extend outside the platred lines to back of curb or edge of roadway surface for roadway purposes.

FILED FOR RECORD IN THE PUBLIC RECORDS OF KERR COUNTY, TEXAS
ON MAY 11, 1987
AT 9:51 A.M.
BY CLERK OF COURT
Patricia L. Rife
CLERK OF COURT

W. T. CROOK SURVEY 71, A-114
7.92 ACRES OF LAND OUT OF
W. T. CROOK SURVEY 71, A-114,
IN KERR COUNTY, TEXAS

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Patricia L. Rife
CLERK OF COURT

W.T. CROOK
W.T. CROOK

KEY COMB

42 22
CORP

GENERAL NOTES

The land platatted hereon is within the extra-territorial jurisdiction of the City of Kerrville. It is not with the 100-year flood plain of the Guadalupe River or Silver Creek.

In addition to easements designated hereon, easements are reserved for the installation, operation and maintenance of utility lines, cables and/or appurtenances whether overhead, surface and/or subsurface as follows, unless indicated otherwise:

10 ft. along all front/rear lot lines and side street lines.

Oxford Place is for use as a private access drive for vehicular access to lots adjoining it and is NOT A PUBLIC STREET; however, it is dedicated as a utility easement for public and/or private utilities.

CURVE #	CENTRAL ANGLE	HORIZONTAL CURVE RADIUS
A	52°01'	15.00'
R	284°01'	50.00'
C* I.S.	12°53'	986.22'
O.S.V.	06°01'	1036.22'
O.S.E.	05°15'	1016.22'
D I.S.	45°15'	47.01'
E I.S.	6°12'	24.86'
F I.S.	74°53'	19.59'

* I.S.: inside
O.S.V.: outside
O.S.E.: outside

Deed Restrictions

1) FENCES

The developer/builder (HEXACOMB PANEL SYSTEMS) will provide backlot separation fencing.

Any sidelot fencing desired by home owners will be provided by the individual home owners and must be of a similar design, style, material, and construction to be compatible with existing fence structures.

Only backyards may be fenced completely. No front yard fencing will be permitted.

2) TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite receiver may not stand higher than the eve line of the individual home.

3) STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop, structure of any type that is added to a homeowners lot, must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

4) VEHICLES (INCLUDING RECREATIONAL VEHICLES)

No inoperative or junk vehicles of any size, type or model will be allowed within this subdivision.

No recreational vehicles (excluding motor homes or pickup campers) of a size larger than that which would enable garage parking will be permitted to be parked in driveways or on public streets.

A secure area is provided within this subdivision for parking over-sized vehicles, recreational vehicles, boats, trailers, tractors, trucks, etc.

No commercial vehicles other than panel trucks, pickup trucks and those used as transportation in the normal course of private or business travel will be permitted to be parked in driveways or on public streets. This includes tractors, ditchers, dump-trucks, semi-trucks, or any and all earth moving or construction vehicles or equipment.

5) JUNK, TRASH, AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

Any homeowner who permits the accumulation of any inoperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to move it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

Deed Restrictions (Cont.)

6) ANIMALS AND FOWLS

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

7) RESIDENCY REQUIREMENTS

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

8) LANDSCAPING

The builder/developer will provide "starter landscaping", e.g. graded lots, top soil, starter grass, etc.

Homeowners will be expected to landscape and maintain the lots and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

9) PRIVATE UTILITIES

The builder/developer has provided public streets, sewers, water and utilities.

No private septic systems, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

10) COMMERCIAL ENTERPRISES

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

11) TRASH COLLECTION AND REMOVAL

The builder/developer will provide for common private trash collection and removal.

All trash and garbage must be collected and maintained in plastic bags which are to be stored in metal or plastic trash receptacles. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

Deed Restrictions (Cont.)

11) TRASH COLLECTION AND REMOVAL (CONT.)

Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

12) MAINTENANCE FEES

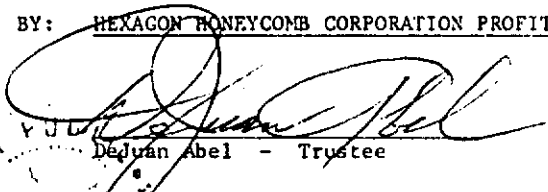
The builder/developer will maintain all streets (until such time that they are taken over by the county maintenance), sewer system, water system, handle trash collection, and generally maintain all subdivision grounds and common areas, until such time that these functions may or may not be taken over by a Homeowner's Association. For these services, a small monthly maintenance fee will be assessed each homeowner.

THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY TEXAS AS APPLYING TO:

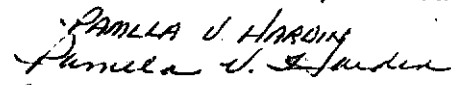
CASTLECOMB SUBDIVISION
7.92 ACRES of LAND OUT OF W.T. CROOK SURVEY 71, A-114

Surveying by: Voelkel Engineering and Surveying.

BY: HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN AND TRUST - OWNER


DeJuan Abel - Trustee

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of April, 1988.


Pamela J. Harding
Commission Expires 12-25-88

RECORDED IN Real Property
FILE DATE: APR 15 1988
FILE TIME: 10:55 O'CLOCK A. M.
VOL. 467 PAGE 438
RECORDING DATE

Any provisions herein which restricts the use, rental or use of the described real property, in violation of state or federal law, is hereby declared null and void. (JULY 1984) (JULY 1984) (JULY 1984) I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

APR 21 1988



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Patricia Dye
Duty

APR 21 1988



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD

at 11:55 o'clock A.M.

APR 15 1988

PATRICIA DYE
Clerk County Court, Kerr County, Texas
by Debra C. Muecke, Deputy

Filed by & Return to:
DeJuan Abel
819 Water Street, Suite 370
Kerrville, Texas 79028

CASTLECOMB

Amended
Deed Restrictions1) FENCES

The developer/builder (HEXACOMB PANEL SYSTEMS) will provide backlot separation fencing.

Any sidelot fencing desired by home owners will be provided by the individual home owners and must be of a similar design, style, material, and construction to be compatible with existing fence structures.

Only backyards may be fenced completely. No front yard fencing will be permitted.

2) TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite receiver may not stand higher than the eve line of the individual home.

3) STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop, structure of any type that is added to a homeowners lot, must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

4) VEHICLES (INCLUDING RECREATIONAL VEHICLES)

No inoperative or junk vehicles of any size, type or model will be allowed within this subdivision.

No recreational vehicles (excluding motor homes or pickup campers) of a size larger than that which would enable garage parking will be permitted to be parked in driveways or on public streets.

A secure area is provided within this subdivision for parking over-sized vehicles, recreational vehicles, boats, trailers, tractors, trucks, etc.

No commercial vehicles other than panel trucks, pickup trucks and those used as transportation in the normal course of private or business travel will be permitted to be parked in driveways or on public streets. This includes tractors, ditchers, dump-trucks, semi-trucks, or any and all earth moving or construction vehicles or equipment.

5) JUNK, TRASH, AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

Any homeowner who permits the accumulation of any inoperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to move it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

Deed Restrictions (Cont.)6) ANIMALS AND FOWLS

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

7) RESIDENCY REQUIREMENTS

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

8) LANDSCAPING

The builder/developer will provide "starter landscaping", e.g. graded lots, top soil, starter grass, etc.

Homeowners will be expected to landscape and maintain the lots and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

9) PRIVATE UTILITIES

The builder/developer has provided public streets, sewers, water and utilities.

No private septic systems, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

10) COMMERCIAL ENTERPRISES

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

11) TRASH COLLECTION AND REMOVAL

The builder/developer will provide for common private trash collection and removal.

All trash and garbage must be collected and maintained in plastic bags which are to be stored in metal or plastic trash receptacles. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

Deed Restrictions (Cont.)

11) TRASH COLLECTION AND REMOVAL (CONT.)

Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

12) MAINTENANCE FEES

The subdivision developer and/or owners shall maintain the sewer systems, water system, handle trash collection and generally maintain all subdivision grounds and common areas, until such time, that these functions may or may not be taken over by a Homeowner's Association. For these services a nominal monthly maintenance fee will be assessed each homeowner.

The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

13) PROHIBITION AGAINST MOVING IN HOUSES OR MOBILE HOMES

No dwelling, house, mobile home, or any other factory built or premanufactured structure shall be moved upon the premises from outside this subdivision. All houses in this subdivision shall be newly constructed and on-site built.

14) AMENDMENT OF COVENANTS AND RESTRICTIONS

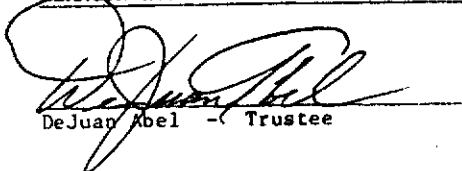
From time to time as required, the developer and/or owners, at their discretion, or the Homeowner's Association (if one should come into existence) may amend, change, alter, delete or add to these covenants and restrictions.

THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY, TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION
7.92 ACRES of LAND OUT OF W.T. CROOK SURVEY 71, A-114

Surveying by: Voelkel Engineering and Surveying.

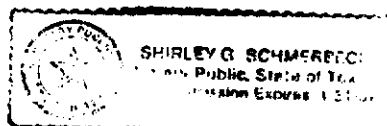
BY: HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN AND TRUST - OWNER


DeJuan Abel - Trustee

Filed 6th Day of March AD 1989
PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Lara Hudson Deputy

STATE OF TEXAS
COUNTY OF KERR

SWORN AND SUBSCRIBED before me on the 6th day of March
1989.



Shirley G. Schmarbeck

Return to: DeJuan Abel
Hexagon Honeycomb Corporation
One Schreiner Center
Kerrville, TX 78028

VOL. 501 PAGE 328

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

MAR 6 1989



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN *Real Property*
FILE DATE: *March 6, 1989*
FILE TIME: *12:41 O'CLOCK* *PM*
VOL. *501* PAGE *325*
RECORDING DATE

MAR 6 1989



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY *Deputy*
Deputy

1. TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite may not stand higher than the eve line of the individual home.

2. STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop, structure of any type that is added to a homeowner's lot, must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

3. VEHICLES (INCLUDING RECREATIONAL VEHICLES)

No inoperative or junk vehicles of any size, type or model will be allowed within this subdivision.

No recreational vehicles (excluding motor homes or pickup campers) of a size larger than that which would enable garage parking will be permitted to be parked in driveways or on public streets.

A secure area is provided within this subdivision for parking over-sized vehicles, recreational vehicles, boats, trailers tractors, trucks, etc.

No commercial vehicles other than panel trucks, pickup trucks and those used as transportation in the normal course of private or business travel will be permitted to be parked in driveways or on public streets. This includes tractors, ditchers, dump-trucks, semi-trucks, or any and all earth moving or construction vehicles or equipment.

4. JUNK, TRASH, AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

Any homeowner who permits the accumulation of any inoperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to remove it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

5. ANIMALS AND FOWLS

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

6. RESIDENCY REQUIREMENTS

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

7. LANDSCAPING

The builder/developer will provide "starter landscaping", e.g. graded lots, top soil, starter grass, etc.

Homeowner's will be expected to landscape and maintain the lots and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

8. PRIVATE UTILITIES

The builder/developer has provided public streets, sewers, water and utilities.

No private septic system, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

9. COMMERCIAL ENTERPRISES

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

10. TRASH COLLECTION AND REMOVAL

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Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

11. MAINTENANCE FEES

The subdivision developer and/or owners shall maintain the sewer systems, handle trash collection and generally maintain all subdivision grounds and common areas, until such time, that these functions may or may not be taken over by a Homeowner's Association. For these services a nominal monthly maintenance fee will be assessed each homeowner.

The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

12. PROHIBITION AGAINST MOVING IN HOUSES OR MOBIL HOMES

No dwellings, house, mobile home, or any other factory built or premanufactured structure shall be moved upon the premises from outside this subdivision. All houses in this subdivision shall be newly constructed and on-site built.

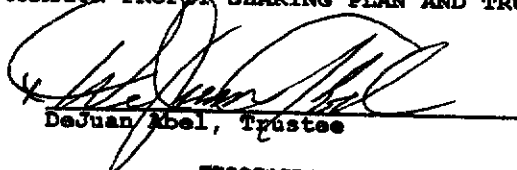
13. AMENDMENT OF COVENANTS AND RESTRICTIONS

From time to time as required, the developer and/or owners, at their discretion, or the Homeowner's Association (if one should come into existence) may amend, change, alter, delete or add to these covenants and restrictions.

THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY, TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION
7.92 acres of land out of W.T. Crook Survey 71, A-114
Surveying by: Voelkel Engineering and Surveying

BY: HEXAGON HONEYCOMB CORPORATION PROFILE SHARING PLAN AND TRUST-OWNER


DeJuan Abel, Trustee

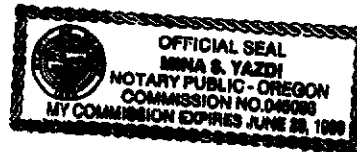
STATE OF OREGON
COUNTY OF MULTNOMAH

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

SWORN AND SUBSCRIBED BEFORE ME on this the 10 day of
September, 1996, by DeJuan Abel, Trustee.

Return To: Castlecomb Trust
1792 S.W. Montgomery Dr.
Portland, OR 97201


Min S. Yazdi
Notary Public



FILED FOR RECORD
at 4:50 o'clock P M

SEP 13 1996

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Deputy

✓ Filed By: Fidelity Abstract
& Title Co.

RECORD Real Property
VOL 809 NO 286

RECORDING DATE

SEP 26 1996

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 File Number Sequence on the
date and at the time stamped herein by me and was duly RECORDED in the
Official Public Records of Real Property of Kerr County, Texas on




COUNTY CLERK, KERR COUNTY

100/castle.dee

SEP 26 1996




COUNTY CLERK, KERR COUNTY, TEXAS

CASTLECOMB
THIRD AMENDED
DEED RESTRICTIONS

1. TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

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CASTLECOMB SUBDIVISION
7.92 acres of land out of W.T. Crook Survey 71, A-114
Surveying by: Voelkel Engineering and Surveying

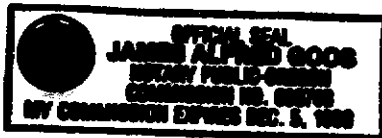
BY: HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN AND TRUST-OWNER

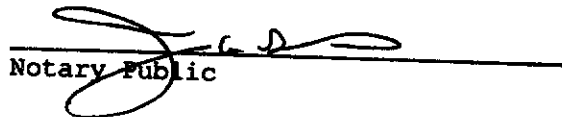

DeJuan Abel, Trustee

STATE OF OREGON)

COUNTY OF MULTNOMAH)

SWORN AND SUBSCRIBED BEFORE ME on this the 24 day of JUNE, 1997, by DeJuan Abel, Trustee.




Notary Public

Filed by + return to:
Kenneth J. Zyzko
222 Sidney Baker
Suite 530
Kearville Tx 78028

FILED FOR RECORD
at 12:22 o'clock P.M.

JUL 1 - 1997

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Maughan, Thaddeus Deputy

1. TELEVISION SERVICE, ANTENNAE AND STELLITE DISH RECEIVERS

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VOL. 1303 PAGE 0649

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VOL. 1303 PAGE 0650

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12. RULES RETAINING TO MODULAR OR FACTORY BUILT HOMES

Any dwelling, house, factory built, modular or other pre-manufactured home that may be moved upon the premises of this subdivision, shall: 1) be permanently affixed to piers and/or foundation, 2) have any wheels and axles used in delivery removed, 3) be permanently skirted or enclosed, 4) shall have a roof pitch of 3/12 or greater, and 5) shall meet or exceed the standards imposed by any of the following residential building codes: E.G. HUD, TEXAS MODULAR CODE, IRC (International Residential Code), BOCA, SBIC, ICBO; and shall meet or exceed the minimum standards for residential construction and code requirements of the city of Kerrville, and Kerr County, TX. Any home must be considered Real Estate or Real Property and not Chattel or Personal Property.

No single or double-wide units, commonly referred to as "Mobil Home", and no "Used" or "Pre-owned" structures of any kind shall be located on the premises of this subdivision.

13. AMENDMENT OF COVENANTS AND RESTRICTIONS

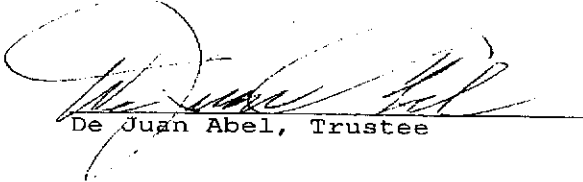
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THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR
COUNTY, TEXAS AS APPLYING TO:

VOL. 1303 PAGE 0651

CASTLECOMB SUBDIVISION
7.92 acres of land out of W.T. Crook Survey 71, A-114
Surveying by: Voelkel Engineering and Surveying

BY: HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN AND TRUST-
OWNER


De Juan Abel, Trustee

STATE OF Texas)
)
COUNTY OF Kerr)

SWORN AND SUBSCRIBED BEFORE ME on this 27th day of
September, 2003, by De Juan Abel, Trustee.




Notary Public

Filed by & letter to:
Kenneth Zysko
222 Sidney Baker St. S., # 530
Kenilworth, TX 76028

FILED FOR RECORD
at 10:55 o'clock A M

SEP 30 2003

JANNETT PIEPER
Clerk County Court, Kerr County, Tex.
Chad 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

OCT 01 2003



Janet Lipser
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1303* PG *648*
RECORDING DATE

OCT 01 2003



Janet Lipser
COUNTY CLERK, KERR COUNTY, TEXAS