

BUMBLE BEE HILLS

RESTRICTIONS

Volume 227, Page 249, Deed Records of Kerr County, Texas; Volume 381, Page 609, Real Property Records of Kerr County, Texas; (add Volume 700, Page 342, Real Property Records of Kerr County, Texas, for Lots 35-39, 42-49, .46 ac. parking tract & 151.2 acres remaining unplatted), 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

- Easement dated October 5, 1939 to L.C.R.A., recorded in Volume 65, Page 193, Deed Records of Kerr County, Texas.
- Easement dated April 24, 1941 to L.C.R.A., recorded in Volume 68, Page 41, Deed Records of Kerr County, Texas.
- Right Of Way and Easement notarized on November 8, 1978 to Priour T.V. Cable Co., recorded in Volume 10, Page 234, Easement Records of Kerr County, Texas.
- Road and Utility Easements as per the Plat recorded in Volume 4, Page 184, Plat Records of Kerr County, Texas, and the Revised Plat recorded in Volume 4, Page 187, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 227, Page 249, Deed Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated October 11, 1979, recorded in Volume 227, Page 249, Deed Records of Kerr County, Texas, and subordinated in instrument recorded in Volume 381, Page 609, Real Property Records of Kerr County, Texas.
- Easement and Right Of Way dated March 25, 1980 to L.C.R.A., recorded in Volume 11, Page 623, Easement Records of Kerr County, Texas.
- Bylaws of the Bumble Bee Hills Property Owners Association filed on October 21, 2011, under Clerk's File No. 11-06542, Official Public Records of Kerr County, Texas.
- Easement Agreement dated March 30, 1992, executed by and between FATJO & Company and W.E. Vlasek, recorded in Volume 700, Page 371, Real Property Records of Kerr County, Texas. (Lot 45 and 149.0 acres only)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

796236

RESTRICTIONS
BUMBLE BEE HILLS, SECTION ONE
KERR COUNTY, TEXAS

VOL. 227 PAGE 249

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

WHEREAS, BUMBLE BEE HILLS, a Joint Venture Partnership composed of W. E. Vlasek, partner, and Lavern D. Harris, Trustee of the Frances Anne Jobes Trust, a partner, of the County of Kerr, State of Texas, hereinafter referred to and identified as Declarant, is the owner of the tracts of land which have heretofore been platted and subdivided into that certain subdivision known as Bumble Bee Hills, Section One, according to the plat of said subdivision filed in Volume 4, Page 187, of the Plat Records of Kerr County, Texas; and,

WHEREAS, it is deemed to be to the best interests of the above described Declarant and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and,

WHEREAS, it is desirable that such restrictions applying to Bumble Bee Hills, Section One, be put of record and include all of the tracts of land in said subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions to apply uniformly to the use, occupancy and conveyance of all of the lots in said Bumble Bee Hills, Section One. These restrictions shall constitute covenants running with the title to said lots and shall be binding upon and inure to the benefit of Declarant, its successor and assigns, and each and every purchaser of a lot in said subdivision, and their respective

heirs, administrators, successors and assigns. Each and all of such beneficiaries shall have the right to enforce these restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

ARTICLE I DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those whose interest is held merely as security for the performance of an obligation.

2. "Properties" shall mean and refer to the real property hereinabove described and real property which may hereafter be brought into the jurisdiction of the Owner and Architectural Control Committee.

3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of streets as shown on any such subdivision map or plat.

4. "Declarant" shall mean and refer to Bumble Bee Hills partnership, successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE II RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All Lots shall be known and used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling. "Residential purposes" shall be construed to include single-family residential dwellings, but to prohibit the use of said property for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building shall ever be moved onto any Lot within said Subdivision. Only new construction shall be placed thereon; provided, however, that each residential home builder on Lots subject to these restrictions shall be permitted to move onto three Lots owned by each such builder, a construction building, a sales office, and a storage building, one of

said buildings on one Lot each, which buildings need not comply with the building specifications contained in these restrictions so long as the exterior appearance of said buildings shall be reasonably maintained, and which buildings shall be removed from said Lots by the builder maintaining same when said builder has completed his construction in Bumble Bee Hills; and provided, further, however, that builders on Lots subject to these restrictions may maintain a sales office in one of their houses built according to these restrictions for eventual sale to a resident, which sales office may only be used for sales of houses in Bumble Bee Hills and in which sales office a window air conditioner may be employed, if necessary.

2. Architactural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No alterations in topography or Lot drainage from finished grade elevations shall be permitted or made unless specifically approved by the Architectural Control Committee. Submissions to the Committee not approved or disapproved within thirty (30) days from date of submission shall be deemed approved.

3. Building Set Back Lines. No structure shall be erected on a Lot nearer than the building set back lines as shown on the recorded plat of Bumble Bee Hills, unless expressly approved by the Architectural Control Committee.

4. Building Location. Unless expressly approved by the Architectural Control Committee, no building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building set back lines as described hereinabove. No building shall be located nearer than thirty (30) feet to the nearest front Lot line nor nearer than six (6) feet from such Lot's side line. For the purpose of this restriction, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. Each main residence building will face the front of the Lot.

5. Fences/Walls. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back lines established as aforesaid. Fences shall not exceed the height of six (6) feet unless said height requirements shall be waived and an alternate to said restrictions approved by the Architectural Control Committee.

6. Dwelling Size. The ground floor area of a one-story residential structure, exclusive of open porches and garages, shall be not less than One Thousand (1,000) square feet, unless otherwise approved by the Architectural Control Committee. On any Lot, regardless of the linear front footage, for a one and one-half (1-1/2) story main residential structure as defined hereinabove, the ground floor shall contain not less than eight

hundred (800) square feet and the one-half (1/2) second story, not less than four hundred (400) square feet. A full two-story house shall contain not less than eight hundred (800) square feet on its first floor main structure and not less than eight hundred (800) square feet on its second story, unless expressly approved by the Architectural Control Committee.

7. Type of Construction, Materials and Landscape. No residence shall have less than 51% brick or equivalent masonry construction on its exterior wall area, unless other exterior materials are approved by the Architectural Control Committee, and detached garages may have wood siding of a type approved by the Committee.

8. Minimum Lot Area. No Lot shall be resubdivided, nor shall any building be erected or placed on any Lot having an area of less than Twenty Thousand (20,000) square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said Subdivision if such resubdivision increases the minimum Lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said Subdivision shall contain less than the aforesaid minimum area.

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

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

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

12. Temporary Structures.

(a.) No structure of a temporary character, whether trailer, tent, shack, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purpose; however, a dog house or storage building may be approved by the Architectural Control Committee.

(b.) No truck, camper, trailer, boat, whether powered or sail or otherwise - or other vehicle will be stored, parked or kept in the front part of any Lot or in any street for more

than sixty (60) hours during a seventy-two (72) hour period, and no inoperative vehicle (inoperative herein defined as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby, provided the garage door may be closed as hereinabove provided. Nothing contained in these restrictions shall be construed to prohibit the storage of all of such vehicles or boats except inoperative vehicles, behind a solid wooden cedar fence constructed on Lots covered by these restrictions and constructed in accordance with other provisions of these restrictions, said fence to be constructed so that there are no gaps between the boards constituting said fence, said fence to be maintained in accordance with other provisions of these restrictions, said fence not to exceed six (6) feet in height, and the height of permitted vehicles and boats so stored behind such fence shall not unreasonably exceed the height of such fence.

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

14. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

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

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

17. Removal of Dirt Prohibited. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in configuration with the landscaping or other construction on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

ARTICLE III UGRA REGULATIONS

1. All Lots sold on the river or in the Upper Guadalupe River Authority field of range must be registered with the Upper Guadalupe River Authority for sewer disposal.

2. Also, Lots on the Upper Guadalupe River Authority Flood Plane must register for building requirements.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

1. Composition of Committee. The Architectural Control Committee shall be composed of three (3) members, the initial members hereby appointed being John F. Jobes, W. E. Vlasek and Lavern D. Harris; each of whose address for the purposes hereof is P. O. Box 348, Hunt, Texas 78024. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, two-thirds (2/3) of the Lot owners in Bumble Bee Hills shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed hereunder.

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

ARTICLE V RECREATIONAL PARK AREA

Bumble Bee Hills agrees to hold and reserve for recreational park purposes, 2.17 acres of the subdivision property located along the banks of the Guadalupe River, said park area to be designated as Bumble Bee Hills Park. Owners of lots in Bumble Bee Hills Subdivision shall have the privilege of using said recreational area for park purposes, subject to reasonable rules and regulations.

The use of motor-powered boats upon the water within the park area shall be prohibited.

**ARTICLE VI
MAINTENANCE FUND**

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All of the lots in Bumble Bee Hills are hereby subjected to an annual maintenance charge not to exceed One Hundred and No/100 Dollars (\$100.00) per lot as determined by the recorded plat for the purpose of creating a fund to be known as Bumble Bee Hills Maintenance Fund. Said fund is to be paid by each and every residential lot owner annually, in advance, on the 5th day of January of each year, beginning January, 1980.

The foregoing charge shall not apply to the said Bumble Bee Hills Joint Venture Partnership as owner of any lots in Bumble Bee Hills.

Said maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby expressly created and retained upon each and every lot in said subdivision which is subject to these restrictions, and shall be paid by each and every lot owner annually as above stated to Bumble Bee Hills Owners Committee, such committee to be the custodian and administrator of said fund, and said vendor's lien is hereby transferred and assigned to said Bumble Bee Hills Owners Committee, such charges being payable to said committee in Kerr County, Texas, at such address as it may at any time and from time to time designate.

The Bumble Bee Hills Owners Committee shall have authority to adjust said maintenance charge from year to year as it may deem proper, provided, however, that such charge shall be uniform as to all lots in Bumble Bee Hills and, unless altered as hereinafter provided, such charge shall not exceed \$100.00 for each lot. Any additional maintenance charge over and above the maximum annual charge of \$100.00 per lot can be authorized only if a special election is called by the Bumble Bee Hills Owners Committee for the purpose of raising these limits, at which a quorum of owners is present and vote to authorize the increase.

All funds collected from said maintenance fee shall be applied toward construction costs or maintenance expenses for any or all of the following purposes: safety and/or health projects, beautification and/or other aesthetic purposes; lighting, improving and maintaining streets, parks, parkways, esplanades, entrances and other public areas, collecting and disposing of garbage, ashes, rubbish and the like, caring for vacant lots; employing policemen and/or watchmen; providing and maintaining recreational facilities and recreational areas; payment of legal and all other expenses incurred in connection with the enforcement of all covenants and restrictions for the subdivision; and doing any other thing necessary or desirable in the opinion of the Trustees of Bumble Bee Hills Owners Committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision.

The Bumble Bee Hills Owners Committee shall have the right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage or encumber the monies paid and to be paid into said maintenance fund to finance the construction of improvements on any recreational or public area in the subdivision, or in repayment thereof to the developing company or any lending institution or agency.

ARTICLE VII
OWNERS COMMITTEE

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The Bumble Bee Hills Owners Committee shall be comprised of owners of lots in Bumble Bee Hills. Each lot owner in the subdivision shall be entitled to one vote at any meeting of the members. The Committee shall act through a Board of Trustees comprised of three (3) persons, who shall be either the owners of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision. The initial Board of Trustees shall be composed of: W. E. Vlasek, Lavern D. Harris, Trustee and John F. Jobes, who shall serve until January 5, 1981. In case of the resignation, death or incapacity to serve of any one of the initial Trustees, the three remaining Trustees may appoint a Substitute Trustee to serve the remainder of said period. No Trustee hereunder shall be required to furnish bond for any purpose, unless required by the majority vote of the Bumble Bee Hills Owners Committee. After January 5, 1981, or sooner, if all three initial Trustees resign, the owners of lots in the subdivision will elect the Board of Trustees from the members; or the owners of lots in said subdivision may organize a non-profit corporation to take over the duties and functions of the Bumble Bee Hills Owners Committee and thereafter all benefits, liens and rights hereunder shall vest in said corporation.

Bumble Bee Hills Owners Committee shall have the right, but shall never be obligated, to render inferior and subordinate the aforesaid vendor's lien securing said maintenance charge as to any lot or lots subject to such charge, to other liens which the owner or purchaser of any such lot may desire to place thereon to finance the construction of improvements on or the purchase of any such lot or lots.

ARTICLE VIII
SEWER FACILITIES

Each owner in Bumble Bee Hills shall be responsible for the installation and maintenance of his own sewer facility. Officials of Bumble Bee Hills shall have the right to inspect the water and sewer facilities installed by each owner prior to providing water service to such owner, in order to determine that no substandard materials have been used; to prevent any possible cross-connections and/or undesirable plumbing practices, and to determine that all such water and sewer facilities have been installed in accordance with all applicable statutes and regulations of the State of Texas.

ARTICLE IX
GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Any amendment must be recorded. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing and/or to recover damages or other dues for such violations.

2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

3. Parking Area. For the present time, a .46 acre tract in Bumble Bee Hills, Section One, shall be utilized for the parking of vehicles during the use of the recreational park area by property owners as hereinafter provided for in Article V of these restrictions; however, said parking area tract shall be subject to all of the restrictions and covenants as herein outlined, even though designated for the special use of parking at this time. Said .46 acre tract is identified on the Revised Plat of Bumble Bee Hills, Section One, of record in Volume 4, Page 187, of the Plat Records of Kerr County, Texas.

EXECUTED this the 11th day of October, A.D. 1979.

BUMBLE BEE HILLS, A JOINT VENTURE
PARTNERSHIP

FILED FOR RECORD

at 4:11 o'clock P.M.

OCT 17 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Lia Hudson Deputy

By W. E. Vlasek
W. E. VLASEK, Partner

By Lavern D. Harris, Trustee
LAVERN D. HARRIS, TRUSTEE OF THE
FRANCES ANNE JOBES TRUST, Partner

THE STATE OF TEXAS §
COUNTY OF KERR §

VOL. 227 PAGE 258

BEFORE ME, the undersigned authority, on this day personally appeared W. E. Vlasek, member of the partnership firm of Bumble Bee Hills, A Joint Venture Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of Bumble Bee Hills, a Joint Venture Partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11
day of October, A.D. 1979.



Beth L. Meilleur
Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §
COUNTY OF KERR §

BETH LEMEILLEUR
NOTARY PUBLIC
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 3-8-80

BEFORE ME, the undersigned authority, on this day personally appeared Lavern D. Harris, Trustee, member of the partnership firm of Bumble Bee Hills, A Joint Venture Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of Bumble Bee Hills, A Joint Venture Partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11
day of October, A.D. 1979.



Beth L. Meilleur
Notary Public in and for
Kerr County, Texas

BETH LEMEILLEUR
NOTARY PUBLIC
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 3-8-80

796236

BUMBLE BEE HILLS
Section One

TO

THE PUBLIC

RESTRICTIONS

FILED FOR RECORD

4:11 P.M.

OCT 17 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

Return to:

LAVERN D. HARRIS & ASSOCIATES

A PROFESSIONAL CORPORATION

LAWYERS BUILDING

631 WATER STREET

KERRVILLE, TEXAS 78628

Filed by:

KERR COUNTY ABSTRACT CO., INC.

Filed for record October 17, 1979 at 4:11 o'clock P. M.

Recorded October 23, 1979

EMMIE M. MUENKER, Clerk

By Betty J. Leroy Deputy

STATE OF TEXAS *

COUNTY OF KERR *

WHEREAS, BUMBLE BEE HILLS, a Joint Venture partnership composed of W. E. VLASEK, Partner and LAVERN D. HARRIS, TRUSTEE of the Frances Ann Jobes Trust, Partner, both of the County of Kerr, State of Texas, ("Developer"), did on or about the 11th day of October, 1979, cause to be filed certain Restrictions of Bumble Bee Hills, Section 1, Kerr County, Texas ("Restrictions"), said Restrictions being of record in Volume 227, Page 249, Deed Records of Kerr County, Texas; on the said Restrictions creating restrictions and covenants running with the land on that certain Subdivision situated in Kerr County, Texas ("Subdivision") and being more specifically described a Plat recorded in Volume 4, Page 187, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes; and

WHEREAS, pursuant to Article VI of said Restrictions a maintenance charge was created, which maintenance charge was secured by a vendor's lien therein expressly created and retained upon each and every lot in said Subdivision, which lien was transferred and assigned thereby to Bumble Bee Hills Owners Committee ("Committee"); and

WHEREAS, Article VII of said Restrictions authorized the Committee to render inferior and subordinate the aforementioned vendor's lien securing said maintenance charge as to any lot or lots subject to such maintenance charge, to other liens which a subsequent purchaser or owner of any such lot or lots in the Subdivision may desire to place thereon to finance the construction of improvements or to purchase any of such lot or lots; and

WHEREAS, the Committee deems it necessary and in the best interests of all of the owners of the Subdivision to subordinate the vendor's lien securing the maintenance charge to all existing liens of any mortgage or deed of trust now or hereafter placed on lots in the Subdivision in order to encourage the granting of first mortgage liens.

NOW, THEREFORE, in consideration of the premises, pursuant to the authority granted the Bumble Bee Hills Owners Committee in Article VII of the Restrictions the vendor's lien securing maintenance charges as provided for in the Restrictions, shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed on any lot or lots within the Subdivision for which said maintenance charge is applicable; provided, however, that this subordination shall apply only to the maintenance charges which have become due and payable prior to the sale, whether public or private, of such lot or lots, pursuant to the terms and conditions of any such deed of trust. Such sale shall not release such lot or lots from liability for the amount of any maintenance charges thereafter becoming due nor from the vendor's lien of any such subsequent maintenance charge.

EXECUTED this 21st day of May, 1986.

FILED FOR RECORD

at 4.03 o'clock P. M.

JUL 2 1986

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By David M. Dye Deputy

BUMBLE BEE HILLS OWNERS COMMITTEE
BY AND THROUGH ITS BOARD OF
TRUSTEES:

John F. Jones, Trustee
Francis A. Jones, Trustee
Christina L. Jones, Trustee

STATE OF TEXAS *

COUNTY OF KERR *

July This instrument was acknowledged before me this 21st day of June, 1986, by John F. Jones, Member of the Board of Trustee of Bumble Bee Hills Owners Committee, on its behalf.

My Commission expires:

11-30-88

Samuel A. McMillan
Notary Public, State of Texas
Notary's Printed Name:
SAMUEL A. McMILLAN

STATE OF TEXAS *

COUNTY OF KERR *

July This instrument was acknowledged before me this 21st day of June, 1986, by Francis A. Jones, Member of the Board of Trustee of Bumble Bee Hills Owners Committee, on its behalf.

My Commission expires:

11-30-88

Samuel A. McMillan
Notary Public, State of Texas
Notary's Printed Name:
SAMUEL A. McMILLAN

STATE OF TEXAS *

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COUNTY OF KERR *

quest This instrument was acknowledged before me this 20th day of June, 1986, by Christina F. Jones, Member of the Board of Trustee of Bumble Bee Hills Owners Committee, on its behalf.

My Commission expires:

11-30-88

Shirley A. McElroy
Notary Public, State of Texas

Notary's Printed Name:

SHIRLEY A. McELROY

Subordination

Beulah Bee

Will

to

W. B. Miller

RECORDED

INDEXED

RETURN TO
KERRVILLE TITLE COMPANY
CITY WATER
KERRVILLE, TEXAS

AND PARKER, L. C.
ATTORNEYS AT LAW
P. O. BOX 100
KERRVILLE, TEXAS 78021

BY KERRVILLE TITLE COMPANY

5535

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 30th day of March, 1992, by W. E. VLASEK ("Declarant");

W I T N E S S E T H:

A. Declarant is the owner of the real property referred to in Article I of this Declaration, and is concurrently selling and conveying to FATJO & COMPANY the adjacent land described in Exhibit "A", attached hereto and made a part hereof for all purposes ("Property") in partial consideration of this Declaration.

B. Declarant has agreed to provide for the preservation of the values of the Property and the development thereof and to this end desires to subject the real property referred to in Article I to the covenants, conditions, restrictions, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

C. Declarant is the sole owner of said property described in Article I.

D. Declarant is the sole owner and operator of the Bumble Bee Hills Water System ("System") and in connection with the sale of the Property to FATJO & COMPANY has agreed to extend the System to the Property and to serve the Property.

NOW, THEREFORE, Declarant declares that the real property referred to in Article I, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE IPROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Kerrville, Kerr County, State of Texas, and is more particularly described Exhibit "B" attached hereto and made a part hereof for all purposes.

ARTICLE IISYSTEM

Section 1. Service. Every owner of a portion of the Property (including the transferee of such owner who becomes an owner by the acquisition of a fee or undivided fee interest) shall upon the

acquisition, by original purchase or transfer, of the fee or undivided fee interest, automatically be entitled to all rights of and service from the System. Declarant shall do or cause to be done that which is necessary, including improvements and upgrades to the System, to service the Property and provide an adequate water supply for use and consumption by owners of the Property and for the development of the Property as determined by the owner(s) of the Property.

Section 2. Easements of Enjoyment. Every owner of the Property and every tenant of every owner and each individual who resides with either of them or who is a guest of either of them, respectively, shall have a right and easement of use and enjoyment in and to the System and such easement shall be of use and enjoyment in and to the System and such easement shall be appurtenant to and shall pass with the title to the Property.

Section 3. Dedication. The Declarant hereby dedicates the System to the use of the owners of the Property, free and clear of all encumbrances and liens.

ARTICLE III

USE OF EXISTING PROPERTY - PROTECTIVE COVENANTS

The Existing Property shall be occupied and used as follows:

Section 1. System Purposes Only. Each portion of the Existing Property shall be used exclusively for the operation of the System. No planes, trailers, boats, motor homes, trailers, campers, abandoned cars or trucks shall be parked or housed outside garages or in carports and parking spaces.

Section 2. Obstructions, Etc. There shall be no obstruction of the Existing Property, nor shall anything be kept or stored in the Existing Property, nor shall anything be altered, or constructed or planted in, or removed from the Existing Property, without the prior written consent of the owner(s) of the Property.

Section 3. Nuisances. Nothing shall (i) be done in any part of the Existing Property, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the owner(s) of the Property, may be or become an unreasonable annoyance or nuisance to the owner(s) of the Property.

Section 4. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Existing Property.

Section 5. Waste. No portion of the Existing Property shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Existing Property except in sanitary containers out of view.

Section 6. Drainage and Maintenance. The owner of the Existing Property shall not alter or change the drainage or seepage on, over and across, nor the grade of, the Existing Property by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage.

ARTICLE IV

ARCHITECTURAL CONTROL

Anything contained in this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Existing Property nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by the owner(s) of the Property, and (2) the final plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures, development, use and topography by the owner(s) of the Property.

ARTICLE V

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration and shall inure to the benefit of and be enforceable by the owner(s) of the Property, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owner(s) of the Property has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such instrument abolishing said Covenants, Conditions and Restrictions

shall be effective unless made and recorded ninety (90) days in advance of the effective date of such abolition.

Section 2. Amendments. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the owner(s) of the Property.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notice required to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed.

IN WITNESS WHEREOF, the Declarant herein, has caused this instrument to be executed this 30th day of March, 1992, and joined in and accepted by the Owner of the Property for which benefit this Declaration has been set forth.

Declarant:

W.E. Vlasek
W. E. VLASEK, Individually and
d/b/a Bumble Bee Hills Water System

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

I hereby certify that this instrument was FILED in File Number _____ on the _____ day of _____ 1993 and was duly RECORDED in the Official Public records of Kerr County, Texas as

JUL 7 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD
4:40 PM

JUL 7 1993

PATRICIA DYE

Kerr County Clerk, Kerr County, Texas
Patricia Dye

VOL 700 PAGE 346

Owner of the Property:

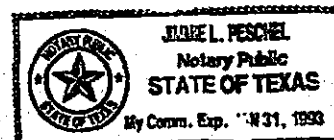
FATJO & COMPANY

BY: J. R. Hall
Name: Jon R. Hall
Title: S. R. P.

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 3rd day of
April, 1992, by W. E. VLASEK.

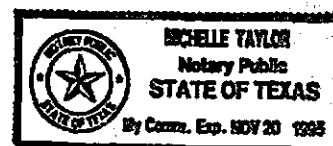


Jimmie L. Peschel
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

MARCH This instrument was acknowledged before me this 30th day of
SR. V. P., 1992, by Jon R. Hall
of FATJO & COMPANY, on behalf of FATJO &
COMPANY.



Michelle Taylor
Notary Public, State of Texas

6\VLASEK\RES1

VOL 700 PAGE 347

EXHIBIT "A"

I. PROPERTY:

Lots 35, 36, 37, 38, 39, 42, and 43, of Revised Plat of Bumble Bee Hills Section One, a subdivision of Kerr County, Texas, according to the plat of said subdivision of record in Volume 4, Page 187, Plat Records of Kerr County, Texas, said plat having revised the plat of record in Volume 4, Page 184, Plat Records of Kerr County, Texas.

6\VLASEK\LOTS1

RECORD Real Property
VOL 700 PG 342

RECORDING DATE

JUL 7 1993



Patricia Rye
COUNTY CLERK, KERR COUNTY

VOL 700 PAGE 348

EXHIBIT "A"

I. PROPERTY:

Lot 44, of the Revised Plat of Bumble Bee Hills Section One, a subdivision of Kerr County, Texas, according to the plat of said subdivision of record in Volume 4, Page 187, Plat Records of Kerr County, Texas, said plat having revised the plat of record in Volume 4, Page 184, Plat Records of Kerr County, Texas.

6\VLASEK\LOTS2

2549

EXHIBIT "A"

I. PROPERTY:

Lots 45, 46, 47, 48, and 49, of the Revised Plat of Bumble Bee Hills Section One, a subdivision of Kerr County, Texas, according to the plat of said subdivision of record in Volume 4, Page 187, Plat Records of Kerr County, Texas, said plat having revised the plat recorded in Volume 4, Page 184, Plat Records of Kerr County, Texas.

6\VLASEK\LOTS3

DOMINGUES & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
SUBDIVISION DESIGN SPECIALISTS

VOL. 700 PAGE 350

Mr. Tom Fatjo

March 12, 1992
Job No. 3877

Re description of, 0.46 acre, Parking Tract, Bumble Bee Hills

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 0.46 acre more or less, out of original Survey No. 1837, A. Z. Zumwalt, Abstract No. 988, being that tract marked "Parking Tract" as indicated on the plat of Bumble Bee Hills Section One, which is dated September 27, 1979, is recorded in Volume 4 on page 187 of the Plat Records of Kerr County, Texas, and being out of that 197.9 acre tract which was conveyed from R. H. Abercrombie, et. al., to John F. Jones, by deed dated the 17th day of August, 1971, of record in Volume 151 at page 56 of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a iron stake at a fence corner, the southeast corner of said Parking Tract, being the southeast corner of the tracts or lots portion of said Bumble Bee Hills Section One, and being in the north right of way line of State Highway No. 39;

THENCE with the north right of way line of said State Highway No. 39, S.70°05'W. 82.6 feet and S.63°29'W. 72.4 feet to an iron stake, the southwest corner of said Parking Tract, and the southeast corner of Tract No. 42 of said Bumble Bee Hills Section One;

THENCE with the east line of said Tract No. 42, N.10°53'E. 210.2 feet to its northeast corner, the northwest corner of said parking Tract, in the center of street, Should Bee, and in the south line of Tract No. 41 of said Bumble Bee Hills Section One;

THENCE with the center of street, Should Bee, and in the south line of said Tract No. 41, S.82°02'E. 105 feet to an iron stake, its southeast corner, the northeast corner of said Parking Tract, in an east line of said Bumble Bee Hills Section One;

THENCE with the east line of said Bumble Bee Hills Section One, S.0°31'W. 131.4 feet to the place of beginning.

Field notes prepared from recorded plat by, Domingues & Associates, Inc., Charles B. Domingues, President, Registered Professional Land Surveyor No. 1713.



Charles B. Domingues
Registered Professional Land Surveyor No. 1713

DOMINGUES & ASSOCIATES, INC.
609 SIDNEY BAKER - KERRVILLE, TEXAS 78028
TELEPHONE (512) 896-6900

II. EXCEPTIONS:

1. Taxes for the year 1992 and subsequent years.
2. Restrictive covenants of record in Volume 227, Page 249, Deed Records of Kerr County, Texas, and Volume 381, Page 609, Real Property Records of Kerr County, Texas.
3. An undivided one-half interest in and to all of the oil, gas and other minerals and/or royalty interest, and all other rights described in Mineral Deed from D.S. Griffin and wife, Minnie L. Griffin, to L.B. Cummings, dated July 19, 1929, of record in Volume 5, Page 106, Oil and Gas Lease Records of Kerr County, Texas.
4. Easement and right-of-way to Texas Power & Light Company, dated May 25, 1936, recorded in Volume 59, Page 396, Deed Records of Kerr County, Texas.
5. Easement and right-of-way to Texas Power & Light Company, dated May 25, 1936, of record in Volume 59, Page 397, Deed Records of Kerr County, Texas.
6. Easement to L.C.R.A., dated October 5, 1939, of record in Volume 65, Page 193, Deed Records of Kerr County, Texas.
7. Easement to L.C.R.A., dated April 24, 1941, of record in Volume 68, Page 41, Deed Records of Kerr County, Texas.
8. Right-of-way and easement to Priour T.V. Cable Co., notarized November 8, 1978, of record in Volume 10, Page 234, Easement Records of Kerr County, Texas.
9. Easement to L.C.R.A., dated March 25, 1980, of record in Volume 11, Page 623, Easement Records of Kerr County, Texas.
10. Easements per plat of record in Volume 4, Page 184, and per replat of record in Volume 4, Page 187, Plat Records of Kerr County, Texas.

6\VLASEK\EX2

DOMINGUES & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
SUBDIVISION DESIGN SPECIALISTS

VOL 700 PAGE 352

Mr. Tom Fatjo

March 9, 1992
Job No. 3877

I. Re: description of, 151.2 acres, Bumble Bee Hills.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 151.2 acres more or less, being approximately 116 acres out of original Survey No. 1837, A. Z. Zumwalt, Abstract No. 988, approximately 35 acres out of original Survey No. 674, J. A. Wickson, Abstract No. 370, and approximately 0.2 acres out of original Survey No. 1578, R. Jones, Abstract No. 1735, and being out of that 197.9 acre tract which was conveyed from R. H. Abercrombie, et. al, to John F. Jones, by deed dated the 17th day of August, 1971, of record in Volume 151 at page 56 of the Deed Records of Kerr County, Texas, being situated north of Bumble Bee Hills Section One, plat of which is dated September 27, 1979, is recorded in Volume 4 on page 187 of the Plat Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake in fence, the most northerly northeast corner of lot 39 of said Bumble Bee Hills Section One, being in an east line of said 197.9 acre tract, and being in the west line of that 3 acre tract which was conveyed from D. S. Griffin to M. E. Koeller, by deed recorded in Volume 41 at page 354 of the Deed Records of Kerr County, Texas;

THENCE with the west line of said 3 acre tract, along fence, N.0°28'E. 257.6 feet and N.0°41'E. 250.4 feet to a fence corner post, its northwest corner, a re-entrant corner of said 197.9 acre tract;

THENCE with the north line of said 3 acre tract, along fence, S.68°10'E. 262.7 feet to a fence corner post;

THENCE with the north line of that 12.77 acre tract which was conveyed from D. S. Griffin, et ux, to Leo A. Adams, by deed dated January 11, 1911, of record in Volume 31 at page 359 of the Deed Records of Kerr County, Texas, along fence, S.89°59'E. 578.6 feet to a fence corner post, the northeast corner of said 12.77 acre tract, the most easterly southeast corner of said 197.9 acre tract, in the east line of said original Survey No. 1837, A. Z. Zumwalt;

THENCE with an east line of said 197.9 acre tract, along fence, generally following along the east line of said original Survey No. 1837, A. Z. Zumwalt, N.0°11'E. 320.6 feet, N.0°38'W. 531.1 feet, NORTH 1820.2 feet, N.0°28'W. 286.1 feet, NORTH 205.6 feet, N.0°29'W. 131.1 feet, N.0°19'E. 185.7 feet, N.0°03'W. 190.3 feet, and N.0°20'W. 259.2 feet, to a fence corner post, the northeast corner of said 197.9 acre tract;

THENCE with the north line of said 197.9 acre tract, along fence, S.89°14'W. 82.1 feet, S.88°58'W. 416.5 feet, and S.89°11'W. 800.3 feet to a fence corner post, the most northerly northwest corner of said 197.9 acre tract, in the west line of original Survey No. 1837, A. Z. Zumwalt;

THENCE with long established fence crossing across a small portion of said original Survey No. 1578, R. Jones, the northwest line of said 197.9 acre tract, S.63°31'W. 179.3 feet to a fence corner post, the most westerly northwest corner of said 197.9 acre tract;

THENCE with the meanders of existing established fence, the west line of said 197.9 acre tract, S.14°07'W. 68.6 feet, S.1°53'W. 153.3 feet, S.9°09'W. 35.9 feet, S.21°28'W. 152.0 feet, S.8°49'W. 585.3 feet, S.61°35'E. 46.5 feet, S.2°40'W. 60.9 feet, S.4°28'E. 29.7 feet, S.20°02'W. 99.6 feet, and S.24°21'W. 115.3 feet to a fence corner at tree, the northeast corner of that 22.19 acre tract which was conveyed from Chester Jarrell to J. E. Hibbert;

page 2 - 151.2 acres

THENCE with continuing with existing fence, the west line of said 197.9 acre tract, S 11° 45' W. 99.2 feet, the east line of said 22.19 acre tract, S 9° 17' W. 109.9 feet, S 8° 46' W. 340.6 feet, S 9° 56' W. 159.8 feet, S 9° 19' W. 190.9 feet, S 83° 37' W. 8.4 feet, S 0° 03' W. 293.9 feet, S 0° 35' E. 502.2 feet, and S 0° 24' E. 723.5 feet to an iron stake, the northwest corner of that 0.70 acre Tract No. 49, of Bumble Bee Hills Section One, plat of which is dated September 27, 1979, is recorded in Volume 4 on page 187 of the Plat Records of Kerr County, Texas;

THENCE with the north line of Tracts No. 49, 48, 47, 46, and 45 of said Bumble Bee Hills Section One, the center of street, May Bee, S 87° 36' E. 450.5 feet to a 1/2" iron stake in asphalt, the northeast corner of Tract No. 45 of said Bumble Bee Hills Section One, in the center of Bumble Bee Drive;

THENCE with the east line of said Tract No. 45 of said Bumble Bee Hills Section One, the center of Bumble Bee Drive, S 8° 12' E. 189.7 feet to its southeast corner, and the northwest corner of Tract No. 35 of said Bumble Bee Hills Section One;

THENCE with the north line of said Tract No. 35 of Bumble Bee Hills Section One, the approximate center of creek, N 77° 18' E. 30.1 feet to the southwest corner of a 2.15 acre well and tank tract, serving Bumble Bee Hills;

THENCE with the west line of said 2.15 acre well and tank tract, N 8° 12' W. 185.5 feet, a 1/2" iron stake, N 1° 09' W. 344.7 feet, a 1/2" iron stake, and N 50° 09' E. 123.8 feet to a 1/2" iron stake, its north corner;

THENCE with the east line of said 2.15 acre well and tank tract, S 46° 16' E. 103.6 feet, a 1/2" iron stake and S 1° 09' E. 550.3 feet to its southeast corner, the northeast line of said Tract No. 35;

THENCE with the northeast to east line of Tracts No. 35, 36, 37, and 38 of said Bumble Bee Hills Section One, the approximate center of creek, S 52° 21' E. 148.6 feet, S 0° 33' E. 52.5 feet, and S 11° 57' E. 156.0 feet, to the northwest corner of said Tract No. 39 of said Bumble Bee Hills Section One;

THENCE with the north line of said Tract No. 39 of said Bumble Bee Hills Section One, S 79° 55' E. 200.2 feet to the place of beginning.

SAVE AND EXCEPTED from the above description, all that tract for water tank and well, out of original Survey No. 1837, A. Z. Zumwalt, Abstract No. 988, the following tract which is more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake, the west corner of this tract, located 115.0 feet N 30° 52' W. from a fence corner post, the northwest corner of said 3 acre tract which was conveyed from D. S. Griffin to M. E. Koeller, by deed recorded in Volume 41 at page 354 of the Deed Records of Kerr County, Texas, being a re-entrant corner of said 197.9 acre tract;

THENCE S 68° 10' E. 358.7 feet to a 1/2" iron stake, the southeast corner of this save and excepted tract;

THENCE N 21° 50' E. 300.0 feet to a 1/2" iron stake, the northeast corner of this save and excepted tract;

THENCE N 68° 10' W. 108.7 feet, a 1/2" iron stake and S 84° 26' W., passing north of well and tank, 224.9 feet, to a 1/2" iron stake, the northwest corner of this save and excepted tract;

THENCE S 36° 12' W. 202.9 feet to the place of beginning.

Surveyed on the ground and field notes prepared by, Domingues & Associates, Inc., Charles B. Domingues, President, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues

7 of 9

DOMINGUES & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
SUBDIVISION DESIGN SPECIALISTS

Mr Tom Fatjo

March 31, 1992

Job No 3877

Save & Except from 151.2 Acres the following:

Re description of, 2.0 acres, barn tract, Bumble Bee Hills

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 2.0 acres more or less, being out of original Survey No 674, J A Wickson, Abstract No 370, and being out of that 197.9 acre tract which was conveyed from R. H. Abercrombie, et al, to John F. Jones, by deed dated the 17th day of August, 1971, of record in Volume 151 at page 56 of the Deed Records of Kerr County, Texas, being situated north of Bumble Bee Hills Section One, plat of which is dated September 27, 1979, is recorded in Volume 4 on page 187 of the Plat Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake, the southeast corner of this tract, located 20.1 feet N 77° 18' E, 186.9 feet N 8° 12' W, 345.3 feet N 1° 09' W, 60.0 feet N 16° 38' E and 70.1 feet N 29° 40' W from the northwest corner of Tract No. 35 of said Bumble Bee Hills Section One, the center of said Bumble Bee Drive;

THENCE S 89° 36' W 348.5 feet to a 1/2" iron stake, the southwest corner of subject tract;

THENCE N 0° 24' W 250.0 feet to a 1/2" iron stake, the northwest corner of subject tract;

THENCE N 89° 36' E 348.5 feet to a 1/2" iron stake, the northeast corner of subject tract;

THENCE S 0° 24' E 250.0 feet to the place of beginning

Surveyed on the ground and field notes prepared by, Domingues & Associates, Inc., Charles B. Domingues, President, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues

Charles B. Domingues

Registered Professional Land Surveyor No. 1713

II. EXCEPTIONS:

1. Taxes for the year 1992 and subsequent years.
2. Easement and right-of-way to L.C.R.A., dated March 25, 1980, recorded in Volume 11, Page 623, Easement Records of Kerr County, Texas.
3. Easement to L.C.R.A. dated April 24, 1941, of record in Volume 68, Page 41, Deed Records of Kerr County, Texas.
4. Easement to L.C.R.A., dated October 5, 1939, of record in Volume 65, Page 193, Deed Records of Kerr County, Texas.
5. Right-of-way and easement to Priour T.V. Cable Company dated November 8, 1978, of record in Volume 10, Page 234, Easement Records of Kerr County, Texas.
6. Undivided one-half (1/2) interest in and to the oil, gas and minerals in, under and that may be produced from the herein described property, as described in instrument from D.S. Griffin and wife, Minnie L. Griffin, to L.B. Cummings, dated July 19, 1929, of record in Volume 5, Page 106, Oil & Gas Lease Records of Kerr County, Texas.
7. Easement to Texas Power & Light Company dated May 25, 1936, of record in Volume 59, Page 396, Deed Records of Kerr County, Texas.
8. Easement to Texas Power & Light Company dated May 25, 1936, of record in Volume 59, Page 397, Deed Records of Kerr County, Texas.

6\VLASEK\EX1

DOMINGUES & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
SUBDIVISION DESIGN SPECIALISTS

Mr. Tom Falgo

March 31, 1992
Job No. 3877

Re: description of 1.18 acres, well and tank tract, Bumble Bee Hills.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 2.38 acres more or less, for well and tank tract, serving Bumble Bee Hills, being approximately 1.54 acres out of original Survey No. 1837, A. J. Zumwalt, Abstract No. 988, and approximately 0.84 acres out of original Survey No. 674, J. A. Wickson, Abstract No. 370 and being out of that 197.9 acre tract which was conveyed from R. H. Abercrombie, et. al., to John F. Jobes, by deed dated the 17th day of August, 1971, of record in Volume 151 at page 56 of the Deed Records of Kerr County, Texas, being situated north of Bumble Bee Hills Section One, plat of which is dated September 27, 1979, is recorded in Volume 4 on page 107 of the Plat Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at the southwest corner of subject tract, in the approximate center of Bumble Bee Creek, being in the north line of Tract No. 35 of Bumble Bee Hills Section One, located 20.1 feet N77°18'E from a 1/2" iron stake, the southeast corner of Tract No. 45 of said Bumble Bee Hills Section One, the northwest corner of said Tract No. 45 of said Bumble Bee Hills Section One, being in the center of Bumble Bee Drive,

THENCE parallel to and 20 east from the east line of said Tract No. 45 of said Bumble Bee Hills Section One, the center of Bumble Bee Drive, N8°12'W, 186.9 feet to a 1/2" iron stake,

THENCE parallel to and 20 east from the center of a 40 foot wide road easement, N1°09'W, 345.3 feet, a 1/2" iron stake, and N16°38'E, 60.0 feet to a 1/2" iron stake;

THENCE parallel to and 20 south from the center of said 40 foot wide road easement, N53°47'E, 50.0 feet, a 1/2" iron stake, S89°41'E, 54.4 feet, a 1/2" iron stake, and S46°16'E, 93.6 feet to a 1/2" iron stake;

THENCE S1°09'E, 55.15 feet to a 1/2" iron stake, the southeast corner of subject tract, in the northeast line of said Tract No. 35, in the approximate center of said Bumble Bee Creek

THENCE with the northeast to north line of said Tract No. 35, the approximate center of creek, N52°21'W, 31.0 feet, a 1/2" iron stake, N76°09'W, 50.5 feet, a 1/2" iron stake, and S77°18'W, 85.8 feet to the place of beginning.

Surveyed on the ground and field notes prepared by, Domingues & Associates, Inc., Charles B. Domingues, President, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues
 Charles B. Domingues
 Registered Professional Land Surveyor No. 1713

Exhibit "B"
 10F2

DOMINGUES & ASSOC., INC.
 1115 SHIRLEY PARKER ST. KERRVILLE, TX. 78028
 TEL 512 896 6900 FAX 512 896 6901

RECORDED'S MEMO. LIBRARY OF
 WRITING, TYPING OR PRINTING
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DOMINGUES & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
SUBDIVISION DESIGN SPECIALISTS

Mr. Tom Fatjo

March 31, 1992
Job No. 3877

Re: description of, 2.0 acres, well and tank tract, Bumble Bee Hills

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 2.0 acres more or less, for well and tank tract, serving Bumble Bee Hills, being out of original Survey No. 1837, A. Z. Zumwalt, Abstract No. 988, and being out of that 197.9 acre tract which was conveyed from R. H. Abercrombie, et. al., to John F. Jobes, by deed dated the 17th day of August, 1971, of record in Volume 151 at page 56 of the Deed Records of Kerr County, Texas, being situated north of Bumble Bee Hills Section One, plat of which is dated September 27, 1979, is recorded in Volume 4 on page 187 of the Plat Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake, the west corner of this tract, located 115.0 feet N30°52'W from a fence corner post, the northwest corner of that 3 acre tract which was conveyed from D. S. Griffin to M. E. Koeller, by deed recorded in Volume 41 at page 354 of the Deed Records of Kerr County, Texas, being a re-entrant corner of said 197.9 acre tract, also located 186.9 feet N8°12'W, 345.3 feet N1°09'W, 60.0 feet N16°38'E, 50.0 feet N53°47'E, 54.4 feet S89°41'E, 93.6 feet S46°16'E, 76.9 feet S46°16'E, 214.3 feet S28°28'E, 69.0 feet S43°18'E and 100.0 feet N88°16'E from the southwest corner of a 2.38 acre well and tank tract, serving Bumble Bee Hills, being in the north line of Tract No. 35 of said Bumble Bee Hills Section One, being in the east easement line of 40 foot wide Bumble Bee Drive, located 20.1 feet N77°18'E from a 1/2" iron stake, the northwest corner of said Tract No. 35, the center of said Bumble Bee Drive;

THENCE S68°10'E 358.7 feet to a 1/2" iron stake, the southeast corner of subject tract;

THENCE N21°50'E 303.0 feet to a 1/2" iron stake, the northeast corner of subject tract;

THENCE N68°10'W, 108.7 feet, a 1/2" iron stake and S84°26'W, passing north of well and tank, 224.9 feet, to a 1/2" iron stake, the northwest corner of subject tract;

THENCE S36°12'W 202.9 feet to the place of beginning.

Surveyed on the ground and field notes prepared by, Domingues & Associates, Inc., Charles B. Domingues, President, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues
Charles B. Domingues

Registered Professional Land Surveyor No. 1713

Exhibit 'B'
2 of 2

DOMINGUES & ASSOC, INC.
609 SIDNEY BAKER ST. KERRVILLE, TX 78028
TEL 512 896 6900 FAX 512 896 6901

Return To:
Fidelity Abstract and Title Co.
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