

Item: **PECAN VALLEY NO. TWO**

(Category: RESTRICTIONS)

Volume 225, Page 130 and Volume 243, Page 587, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

+ 1535/630

Item: **PECAN VALLEY NO. TWO**

(Category: Subdivisions)

- a. Mineral reservation by Grantor, as described in instrument from A.A. Lesikar and Clifton A. Goodwin to Michael E. Tuck and wife, Sammie Tuck, dated December 23, 1978, recorded in Volume 217, Page 512, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- b. Right Of Way Easement to Bandera Electric Cooperative, Inc., notarized on January 22, 1979, recorded in Volume 10, Page 381, Easement Records of Kerr County, Texas.
- c. Easements as per plat recorded in Volume 4, Page 193, Plat Records of Kerr County, Texas.
- d. Annual assessments and/or current maintenance charges as set forth in instruments, recorded in Volume 225, Page 130 and Volume 243, Page 587, Deed Records of Kerr County, Texas.
- e. Building Set Back Lines as per the Restrictions recorded in Volume 225, Page 130 and Volume 243, Page 587, Deed Records of Kerr County, Texas.
- f. The right to make minor changes in easement areas including the right of reasonable ingress and egress as reserved in the Restrictions recorded in Volume 243, Page 587, Deed Records of Kerr County, Texas.
- g. Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor for min. reservation",ST1,6} to {PR,"insert grantee for min. reservation",ST1,6}, dated {PR,"insert date of min. reservation",DT2,6}, recorded in Volume {PR,"insert volume number of min. reservation",IN1,6}, Page {PR,"insert page number of min. reservation",IN1,6}, {PR,"insert record type of min. reservation",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- h. Any visible and/or apparent roadways or easements over or across the subject property.
- i. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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

THAT WHEREAS, Declarants are the owners of certain real property (hereinafter referred to as "the property") described in a deed from A.A. Lesikar and Clifton A. Goodwin to Michael E. Tuck and wife, Sammie A. Tuck, dated the 23rd day of December, 1978, and appearing of record in Volume 217, Page 512, of the Deed Records of Kerr County, Texas, to which instrument and its record reference is herein made for all purposes; and

WHEREAS, it is the intention of Declarants to subdivide the property into various lots for sale to the public; and

WHEREAS, it is deemed to be to the best interest of Declarants and of the persons who may purchase lots from them that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivision and the common facilities as hereinafter enumerated; and

WHEREAS, Declarants desire to grant to the purchasers of lots an easement for their recreational use and enjoyment;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the property shall be subject to the restrictions set forth herein which shall run with the property and be binding on all parties having any interest therein.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to Pecan Valley Ranch Owners Association, and its successors and assigns.

Section 2: "Declarants" shall mean and refer to Michael E. Tuck and wife, Sammie A. Tuck, Taft Broadcasting Corporation, Inc., a Texas Corporation, having its principal place of business in Houston, Texas, and Paul Eberhart Taft and wife, Bette Lynn Taft.

Section 3: "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

Section 4: "Dependent" shall mean and refer to a family member of an Owner or Tenant of an Owner who resides in such Owner's or Tenant's primary residence and who is primarily dependent on such Owner or Tenant for financial support.

Section 5: "Lot" shall mean any parcel of land (other than common areas) subdivided by Declarants out of the property, whether shown on a recorded plat, or not.

Section 6: "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a Lot, or have entered as an original party, successor or assignee into a Contract of Purchase and Sale for a Lot with Developer; the term "Owner" to exclude any person or entity having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Developer if Developer is a record owner of fee simple title to a Lot, but only if, with respect to such Lot, Developer has not entered into any Contract of Purchase and Sale. The association, under no circumstances, shall be deemed an Owner pursuant hereto.

Section 7: "Property" shall mean that 225.8 acre tract of land comprising Pecan Valley Ranch, Unit Two, being more particularly described in Deed from A.A. Lesikar and Clifton A. Goodwin to Michael E. Tuck and wife, Sammie A. Tuck, dated the 23rd day of December, 1978, and appearing of record in Volume 217, Page 512, of the Deed Records of Kerr County, Texas, to which instrument and its record, reference is here made for all purposes. Declarants reserve the right

to purchase additional adjacent property for future development as a part of Pecan Valley Ranch.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be members of the Association; provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and mere acquisition of any Lot will signify that this Declaration is accepted, ratified, and will be complied with.

It is specifically understood that a portion of the property may be sold to the State of Texas pursuant to the Texas Veteran's Land Board program. Notwithstanding the fee interest of the State arising from such sale, the State shall not be considered to be an "Owner" or "Member" under the terms of this Declaration. Nor shall the State be responsible for payment of the annual assessment provided for herein. Instead, the veteran contracting to purchase any Lot from the State of Texas shall be considered as the Owner of any such Lot and shall additionally be considered a member of the Association, and shall be personally responsible for payment of the annual assessment provided for herein. The mere execution of contract of sale between a veteran and the State of Texas for any Lot in the Pecan Valley Ranch shall signify that such veteran accepts, ratifies, and will comply with the terms of this Declaration.

ARTICLE III

VOTING RIGHTS

Each member of the Association shall be entitled to one (1) vote for each acre, or portion thereof, of the property in which they hold the interest required for membership by Article II. When more than one person holds such interest in any portion of the property, all such persons shall be members, provided, however, the vote for each such acre so owned shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such jointly owned acre of land.

ARTICLE IV

POWER AND DUTIES OF THE ASSOCIATION

Pecan Valley Ranch Property Owners Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable:

- (1) To enforce this Declaration either in its own name or in the name of any owner within the subdivision.
- (2) To maintain all property owned by the Association, including roads, and other common facilities.
- (3) To borrow money by and through the Management Committee, providing the borrowing of funds is approved and sanctioned by a two-thirds (2/3) vote of the membership at a meeting called for the purpose of such determination.
- (4) To construct improvements to common facilities or along common easements reserved for utilities.
- (5) To pay over or convey, in the event of dissolution of the association, the assets of the Association to one or more exempt organizations of the kind described in Section 501 (c) of the Internal Revenue Code of 1954, as amended from time to time.
- (6) The Association shall have the right to expend its funds for the above-mentioned purposes and for such other

purposes as said Association acting through its management committee may deem advisable for the general welfare of the property owners in Pecan Valley Ranch.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

(1) Creation of the Personal Obligation of Assessments.

By purchase of a lot which is subject to these covenants, conditions, and restrictions, each member is deemed to covenant and agree to pay to the Association annual assessments or charges. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such property at the time when the assessment was due.

(2) Purpose of Assessments. The purpose of the assessments levied by the Association shall be used exclusively by it to enforce these covenants, conditions, and restrictions and for the purposes of exercising those powers and duties conferred upon the Association by Article IV above.

(3) Uniform Rate. The assessments shall be fixed at a uniform rate for all lots as determined by the Management Committee, and shall be collected on an annual basis.

(4) Non-Payment of Assessments-Remedies of the Association. Assessments shall be due and payable on or before the 1st day of January of each calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the rate of eight (8) percent (8%) per annum; and the Association may bring on action at law against the owner personally obligated to pay the assessment, and the interest, costs and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment. Any Owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association

from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

ARTICLE VI

OWNER'S EASEMENTS OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and to the property owned by the Association, which right and easement shall be appurtenant to and pass with the title to every lot. Provided, however, such right and easement shall be subject to any restrictions established by the Association and its Management Committee, and each owners use and enjoyment of the property owned by the Association shall not interfere with the rights and enjoyment of other owners to use and enjoy the same.

ARTICLE VII

USE RESTRICTIONS

(1) Non-Commercial Use. No part of said land shall be used for any commercial purpose, except that nothing herein shall be construed to prevent the owner from engaging in the raising of fruit, vegetables, orchards, gardens, or rendering professional services of a purely personal nature as long as such services do not attribute to the property or any part thereof any appearance of a commercial use. That portion of the property designated as "Well Lot" shall not be subject to the terms of this paragraph.

(2) Subdividing. No portion of said land may be subdivided into lots or parcels of less than two (2) acres of land.

(3) Construction of Buildings and Other Structures. All buildings and structures in each portion of said land shall be of new construction and shall be completed within 180 days from initiation of construction. No unpainted sheet metal or fiberglass structures shall be placed on any portion of said property for use as an accessory building. No tent, house trailer, mobile home, modular home or a temporary structure of any character may be constructed, maintained, or permitted to remain on any portion of said land.

(4) Size of Building and Structures. In no event shall any structure used as a primary residential structure be constructed in the said land having a living area of less than one thousand four hundred (1,400) square feet, exclusive of porches, garages or other appendages.

(5) Animals. Horses and cattle may be kept and maintained on said land in numbers not to exceed two (2) animal units per five (5) acres. No swine or any commercial livestock operation shall be permitted.

(6) Sanitation and Sewage. No outside toilets will be permitted; and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated, or untreated sewage or septic tank drainage on the surface or into water bodies of said land. No septic tank or lateral line shall be installed within one hundred twenty-five feet (125') of any lake, creek, or other body of water. All septic tanks shall be in compliance with all applicable governmental regulations. No septic tank or lateral lines will be laid any closer than fifty feet (50') from the designated sixty foot (60') roadway easement, or within 150 feet from the Water Well located on the designated Well Lot.

(7) Nuisance. No owner shall permit the use of his lot to constitute a nuisance. The storing of abandoned or junk automobiles or the dumping of trash shall be considered a nuisance.

(8) Hunting. All of this property shall be designated as a game preserve. No hunting of any kind will be permitted.

(9) Lake. Boating is allowed on the lake, but no combustion motors of any sort will be allowed. Electric trolling motors of no more than two (2) horse power will be permitted. Access to the lake will be provided through the common property for owners not joining the lake.

(10) Roads. All roads in the subdivision will be maintained by the Developer until accepted by Kerr County.

(11) Building Locations. The minimum depth of building setback lines from the subdivision road fronting each tract shall be ten (10) feet, and not less than ten (10) feet from side tract lines.

(12) Lake Front Lots. Lots adjacent to the designated lake area shall control and extend to a point fifteen feet (15') beyond the lake's edge when the lake is at spillway level for the purpose of building a dock or pier.

(13) Irrigation. No irrigation of any kind will be permitted from any lake, creek, or any other body of water.

(14) Water System. The water system serving the property is the sole property of Michael E. Tuck and wife, Sammie A. Tuck, their heirs and assigns. No owner may divert water from the system for the use of others. This does not preclude the drilling of individual wells by owners.

ARTICLE VIII

DURATION AND AMENDMENT

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, its successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years. Except as hereinabove expressly provided, the provisions of this Declaration may be amended as provided in the By-Laws of the Association. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto caused this instrument to be executed this 27th day of June, A.D., 1979.

TAFT BROADCASTING
CORPORATION, INC.By: Paul E. Taft
PAUL E. TAFTMichael E. Tuck
MICHAEL E. TUCKSammie A. Tuck
SAMMIE A. TUCKPaul Eberhart Taft
PAUL EBERHART TAFTBetty Lynn Taft
BETTY LYNN TAFT

THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL E. TUCK and wife, SAMMIE A. TUCK, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



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

Ella Turner
NOTARY PUBLIC in and for
Kerr County, Texas

My Commission Expires 8-16-1980

Printed or Stamped Name of Notary

My Commission Expires:

August 16, 1980

THE STATE OF TEXAS
COUNTY OF HARRIS

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§

VOL 225 PAGE 139

BEFORE ME, the undersigned authority, on this day personally appeared PAUL EBERHART TAFT and wife, BETTYE LYNN TAFT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of June, A.D., 1979.



Rosemary Evans
NOTARY PUBLIC in and for
Harris County, Texas
ROSEMARY EVANS
Notary Public in Harris County, Texas
(Printed or Stamped Name of
Notary) Bound by Alexander Lovell, Lawyers Surety Corp.

My Commission Expires:

August 31, 1980

THE STATE OF TEXAS
COUNTY OF HARRIS

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§
§

Filed 24 Day of Aug., A.D. 1979
EUGENE M. MUENIKER, 4120m
Clerk County Court, Kerr County, Texas
By L. A. Hudson Deputy

BEFORE ME, the undersigned authority, on this day personally appeared Paul E. Taft, President of TAFT BROADCASTING CORPORATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the



My Commission Expires:

August 31, 1980

Rosemary Evans
NOTARY PUBLIC in and for
Harris County, Texas
ROSEMARY EVANS
Notary Public in Harris County, Texas
(Printed or Stamped Name of
Notary) Bound by Alexander Lovell, Lawyers Surety Corp.

Declarations of Covenants
Conditions & Restrictions

Pecan Valley Ranch
SECTION TWO
to
The Public

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

AUG 24 1979

EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By Betty J. Lervey Deputy

JOE GRADY TUCK
ATTORNEY AND COUNSELOR AT LAW
Ready & Professional Bldg.
1704 Sidney Baker
Kerrville, Texas 78028

KERR COUNTY ABSTRACT CO., INC.

Filed for record August 24, 1979 at 4:20 o'clock P.M.

Recorded August 28, 1979
EMMIE M. MUENKER, Clerk

By Betty J. Lervey Deputy

AMENDED DECLARATION OF COVENANTS

VOL. 243 PAGE 587

AND RESTRICTIONS FOR

PECAN VALLEY RANCH

UNITS I AND II

810298

STATE OF TEXAS §

COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That Michael E. Tuck and wife, Sammie A. Tuck, along with the Taft Broadcasting Corp., Inc., a Texas corporation having its principal place of business in Houston, Texas and Paul Eberhart Taft and wife, Bette Lynn Taft, hereinafter known as Declarants, being the developers of Pecan Valley Ranch and such Declarants together with the individual owners of lots in said subdivisions, comprising at least ninety percent (90%) of the lot owners in said subdivisions, the said Declarants and said individual acreage owners, as members of Pecan Valley Ranch Owners Association, Inc., together hereby adopt, establish, promulgate, and impress upon such subdivisions the following amended declaration of restrictions, and covenants. These amended restrictions and covenants shall supercede and take the place of all previous restrictions and covenants of record as recorded in Volume 213, Page 412-419 of the Deed Records of Kerr County, Texas, and as recorded in Volume 225, Page 130-139 of the Deed Records of Kerr County, Texas. These Amended Restrictions and Covenants shall not, however, effect the validity or enforceability of such previous Restrictions and Covenants during the times they were in effect. The Replat of Pecan Valley Ranch Unit I, being recorded in Volume 4, pages 197 and 198, and Pecan Valley Ranch Unit II being recorded in the Plat Records of Kerr County, Texas in Volume 4, Page 192;

NOW, THEREFORE, WHEREAS, it is the intention of Declarants to subdivide the property into various lots for sale to the public; and

WHEREAS, it is deemed to be to the best interest of Declarants and of the persons who may purchase lots from the that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivision and the common facilities as hereinafter enumerated; and

WHEREAS, Declarants desire to grant to the purchasers of lots an easement for their recreational use and enjoyment;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the property shall be subject to the restrictions set forth herein which shall run with the property and be binding on all parties having any interest therein.

GENERAL PROVISIONS, DEDICATION, RESERVATIONS

Each Contract, Deed, Deed of Trust, or Contract for Deed, which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, reservations, restrictions, covenants, conditions and easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed, Deed of Trust, or Contract for Deed, and whether or not referred to in any such instrument.

The streets and roads shown on said recorded replat of Pecan Valley Ranch Unit I and Pecan Valley Ranch Unit II are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of the Lone Star Gas Company as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines,

poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to Pecan Valley Ranch, Inc., its successors and assigns.

The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or Utility District created under Article XVI, Section 59, of the Texas Constitution covering the land described herein as well as other lands, public service corporation, or other party, is hereby expressly reserved to the Developer, subject to any power of amendment.

Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

The developer and utility companies shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, repair or maintain any utility located therein.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to Pecan Valley Ranch Owners Association, Inc., and its successors and assigns.

Section 2: "Declarants" shall mean and refer to Michael E. Tuck and wife, Sammie A. Tuck, Taft Broadcasting Corporation, Inc., a Texas Corporation, having its principal place of business in Houston, Texas, and Paul Eberhart Taft and wife, Bette Lynn Taft.

Section 3: "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

Section 4: "Dependent" shall mean and refer to a family member of an Owner or Tenant of an Owner who resides in such Owner's or Tenant's primary residence and who is primarily dependent on such Owner or Tenant for financial support.

Section 5: "Lot" shall mean any parcel of land (other than common areas) subdivided by Declarants out of the property, whether shown on a recorded plat, or not.

Section 6: "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a Lot, or have entered as an original party, successor or assignee into a Contract of Purchase and Sale for a Lot with Developer; the term "Owner" to exclude any person or entity having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Developer if Developer is a record owner of fee simple title to a Lot, but only if, with respect to such Lot, Developer has not entered into any Contract of Purchase and Sale. The Association, under no circumstances, shall be deemed an Owner pursuant hereto.

Section 7: "Property" shall mean that 225.8 acre tract of land comprising Pecan Valley Ranch, Unit Two, being more particularly described in Deed from A.A. Lesikar and Clifton A. Goodwin to Michael E. Tuck and wife, Sammie A. Tuck, dated the 23rd day of December, 1978, and appearing of record in Volume 217, Page 512, of the Deed Records of Kerr County, Texas, further described as follows, to-wit:

225.8 acres of land, more or less, out of Original Survey No. 1312, C.C.S.D. & R.G.N.G. RR Co., Certificate No. 329, Abstract No. 1507, patented to John Reinhardt by Patent No. 208, Volume 27, dated September 21, 1903, situated about 12 miles S.35°E. from the City of Kerrville, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a fence corner post and iron stake for the most Southerly SW corner of said Original Survey No. 1312, C.C.S.D. & R.G.N.G. RR Co. Abstract No. 1507, for the SW corner of this tract, in the East line of Original Survey NO. 675, M. Hines, Abstract No. 201;

THENCE with existing fence along the West line of said Original Survey No. 1312, N.0°25'E. 747.0 feet to a fence corner post and iron stake, at the NE corner of said Original Survey No. 675, M. Hines, Abstract No. 201;

THENCE continuing with existing fence along the West line of said Original Survey No. 1312, N.1°08'E. 402.0 feet to an iron stake at an 8-inch diameter live oak tree;

THENCE with said existing fence N.4°26'E. 61.7 feet to a 99-inch live oak tree, N.14°33'E., 81.8 feet to a 14-inch live oak tree and N.63°43'E. 142.3 feet to an 18-inch live oak tree, approximately on the South line of Original Survey No. 681, C. Blanks, Abstract No. 88;

THENCE with said existing fence N.87°24'E. 327.9 feet to a 10-inch diameter live oak tree in the South line of said Original Survey No. 681, C. Blanks, Abstract No. 88;

THENCE with existing fence along the South line of said Original Survey No. 681, C. Blanks, Abstract No. 88, N.89°07'E. 998.0 feet and S.89°27'E. 372.3 feet to a fence corner and iron stake at the SE corner of said Original Survey No. 88, and re-entrant corner of Original Survey No. 1312;

THENCE with existing fence along the East line of said Original Survey No. 681, C. Blanks, Abstract No. 88, N.0°15'E. 1872.0 feet to an old rock mound in said fence marking the NE corner of said Original Survey No. 681, another re-entrant corner of Original Survey No. 1312;

And that 288.65 acre tract of land known as the Bockhoff land being further described as follows, to-wit:

Being all of a certain 288.65 acre tract or parcel of land fronting on Elm Pass Road approximately four (4) miles south of the town of Center Point in Kerr County, Texas; and being that same land conveyed as three tracts in a Warranty Deed from Elizabeth T. Hobson, a widow, to Harry W. Bockhoff, said deed dated February 17, 1970, and recorded in Volume 142 at Page 567 of the Deed Records of Kerr County, Texas; and comprising 159.9 acres, more or less, out of T. Blanks Survey No. 674, Abstract No. 90, 49.3 acres, more or less, out of John Reinhardt Survey No. 1312, Abstract No. 1507, and 74.4 acres, more or less, out of C. Blanks Survey No. 681, Abstract No. 88, all in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron stake set at a fence corner post in the east right-of-way line of Elm Pass Road, which point marks the northwest corner of the herein described tract, and which point bears 2887.93 feet S.89°49'E. from a 1/2" iron stake found at a fence corner post and believed to be the S.E. corner of B.B.B. & C.Ry. Co. Survey No. 604, Abstract No. 53;

THENCE, along a fenceline which forms a northerly boundary of the herein described tract, N.89°49'E., 2962.89 feet to an existing 1/2" iron stake for the S.E. corner of said Survey No. 604, which point marks a northerly corner of the herein described tract;

THENCE, along a broken fenceline and the edge of a steep bluff N.00°33'E., 554.43 feet to an existing 1/2" iron stake at an endpost; N.02°03'W., 188.71 feet, along a gap in said fence, to an existing 1/2" iron stake at an endpost; and N.01°33'E., 426.01 feet to an existing 1/2" iron stake set at a fence corner post for a northerly corner of the herein described tract;

THENCE, along another fenceline, which forms the most northerly boundary of the herein described tract, N.89°41'E., 1575.84 feet to a 3/8" iron stake set for the northwest corner of the herein described tract;

THENCE, along another fenceline which forms the western boundary of the herein described tract S.01°56'W., 89.02 feet to a 3/8" iron stake, and S.00°08'E., 3108.30 feet to an existing 1/2" iron stake for the southeast corner of the herein described tract, which point is believed to be the southeast corner of said Survey No. 681;

THENCE, along a fenceline in a westerly direction, S.89°11'W., 1694.57 feet to an existing 1/2" iron stake at a fence angle post; and S.65°11'W., 145.34 feet to an existing 1/2" iron stake at a fence corner;

THENCE, along a fenceline in a southerly direction S.14°07'W., 81.49 feet to an existing 1/2" iron stake at a fence angle post; S.03°46'W., 62.29 feet to an existing 1/2" iron stake at a fence angle post; and S.00°32'W., 401.16 feet to a 3/8" iron stake set at a fence corner post to mark the most southerly point of the herein described tract;

THENCE, along a fenceline in a westerly direction, along or near the south line of said Survey No. 674, N.61°48'W. 12.94 feet to a 3/8" iron stake; and N.89°54'W., 2256.67 feet to a 3/8" iron stake set at a fence corner post for a southwest corner of the herein described tract;

THENCE, along another fenceline which forms the southwest boundary of the herein described tract; N.11°20'W., 110.51 feet to a 3/8" iron stake; N.64°35'W., 273.52 feet to a 3/8" iron stake; and N.24°37'W., 275.52 feet to a 3/8" iron stake set at a fence corner post to mark a southwest corner of the herein described tract;

THENCE, along another fenceline, along or abutting the east right-of-way line of said Elm Pass Road, which forms the western boundary of the herein described tract N.01°17'W., 2151.62 feet to the PLACE OF BEGINNING, containing 288.79 acres of land within these metes and bounds; SAVE AND EXCEPT a 0.146 acre tract of land out of said Survey No. 1312, which land is under the Bockhoff fence but outside of boundaries described in said Warranty Deed, said 0.146 acre tract being more particularly described by metes and bounds as follows:

Beginning at an existing iron stake in an existing fence line believed to be the east line of said Theodore Blanks Survey No. 674; and being a perimeter fence of said 288.79 acre tract; which point bears 1864.1 feet, S.83°02'W. from the southeast corner of the C.Blanks Survey No. 681;

THENCE, N.00°32'E., 200.00 feet to a point believed to be the southwest corner of the C. Blanks Survey No. 681, and being the northwest corner of the herein described tract;

THENCE, along or near the south line of said Survey No. 681, N.89°11'E., 154.04 feet to an existing 3/8" iron stake in an existing perimeter fenceline of said 288.79 acre tract for the northeast corner of the herein described tract;

THENCE, along said perimeter fenceline S.65°11'W., 145.34 feet to an existing 3/8" iron stake; S.14°07'W., 81.49 feet along said fence to an existing 3/8" iron stake; and S.03°46'W., 62.29 feet along same said fence to the PLACE OF BEGINNING; containing 0.146 acres of land within these metes and bounds.

Declarants reserve the right to purchase the following additional adjacent property for future development as a part of Pecan Valley Ranch, described as follows:

Being all of a certain 219.97 acre tract or parcel of land out of a 316.8 acre tract of land conveyed to Boyd W. Cook from Herbert D. Cook by Deed recorded in Volume 229 at Page 612 of the Deed Records of Kerr County, Texas; and being out of C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 1312, Abstract No. 1507 in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing iron stake and fence cornerpost for the northeast corner of Pecan Valley No. 2 Subdivision as recorded in Volume 4 at Page 193 of the Plat records of Kerr County, Texas; which point marks the northwest corner of said 316.8 acre tract and the herein described tract; and which point bears approximately 5695 feet, N.36°33'E. from the southwest corner of said Survey No. 1312;

THENCE, with a fenceline along the northern boundary of the herein described tract the following four (4) calls, each point being an iron stake and fence anglepost: N.89°33'E., 1368.27 feet; N.89°07'E., 799.22 feet; N.89°24'E., 288.31 feet; and S.89°53'E., 418.97 feet to an existing 1/2" iron stake for the northeast corner of said 316.8 acre tract and the herein described tract;

THENCE, along the eastern boundary of the herein described tract, the following six (6) calls, each point being a 1/2" iron stake: S.0°34'E., 142.87 feet; S.0°38'E., 1017.30 feet; S.71°25'W., 258.36 feet; S.67°43'W., 282.90 feet; S.20°25'W., 3025.13 feet; and S.50°14'W., 913.34 feet to a 1/2" iron stake set in a fenceline for the southeast corner of the herein described tract;

THENCE, with a fenceline along the southern boundary of the herein described tract, N.83°18'W., 579.49 feet, and N.89°16'W., 38.72 feet to a 1/2" iron stake for the southwest corner of said 316.8 acre tract and the herein described tract;

THENCE, with a fenceline along the western boundary of said 316.8 acre and the herein described tract, which forms the eastern boundary of said Pecan Valley No. 2 Subdivision, N.0°06'W., 4675.43 feet to the PLACE OF BEGINNING, containing 219.97 acres of land within these metes and bounds.

Being all of a certain tract or parcel of land, comprising, approximately 0.06 acre out of Benjamin B. Peck Survey No. 51, Abstract No. 266 and 79.45 acres out of C.C.S.D. & R.G. N.G. Ry. Co. Survey No. 1311, Abstract No. 499, in Kerr County, Texas; part of 496.21 acres of land conveyed to M. Bryan Finley, Trustee, from Ranchland Development Co. by a deed dated the 22nd day of December, 1976 and recorded in Volume 193 at Page 107 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows, each point marked by an iron marker:

BEGINNING at an existing 1/2" iron stake and former fence cornerpost for the southwest corner of the herein described tract, the "fenced out" southwest corner of said 496.21 acres, and the occupied southwest corner of said Survey No. 1311;

THENCE, along the west line of said 496.21 acres: N.00° 46'E., at 37.40 ft. passing a fence cornerpost of said "fenced out" corner, then continuing along a fence for a total distance of 737.99 ft. this call; and N.00° 37'E., 578.40 ft. to a 1/2" iron stake for the northwest corner of the herein described tract, the westerly southwest corner of Oak View Estates, a subdivision of Kerr County, Texas, the plat of which is recorded in Volume 4 at Page 85 of the Plat Records of Kerr County, Texas, and also the southwest corner of Tract No. 25 of said subdivision;

THENCE, along the southerly line of said Tract No. 25 and the westerly south line of said subdivision: S.88° 17'E., 737.97 ft.; N.77° 30'E., 483.08 ft.; S.77° 15'E., 923.31 ft.; N.80° 24'E., at 486.27 ft. passing the curved right-of-way line of a cul-de-sac road easement having a 40 ft. radius at the southwesterly end of Oak View Drive, a public road easement, then continuing for a total distance of 526.27 ft. this call to a 1/2" iron stake at the center of said cul-de-sac; and N.83° 03'E., 55.00 ft. to a 1/2" iron stake for the northeast corner of the herein described tract, the northwest corner of Tract No. 24 of said subdivision;

THENCE, with a fence along the west line of said Tract No. 24, South, at 20.15 ft. passing the southerly right-of-way line of said Oak View Drive, then continuing for a total distance of 1271.51 ft. to a 1/2" iron stake for the southeast corner of the herein described tract, the southwest corner of said Tract No. 24, in a fence along the southerly line of said 496.21 acres of land;

THENCE, with said fence and southerly line of the 496.21 acres of land, the occupied south line of said Survey No. 1311: S.89° 44'W., 830.70 ft.; S.89° 33'W., 1709.34 ft.; and S.89° 54'W., at 131.83 ft. passing a cornerpost of said "fenced out" corner, then continuing not along a fence for a total distance of 159.38 ft. to the PLACE OF BEGINNING, containing 79.50 acres of land within these metes and bounds; SAVE AND SUBJECT TO the rights of the public to the perpetual and uninterrupted use for road purposes, the southerly one-half of said cul-de-sac road easement at the southwesterly end of said Oak View Drive, and the southerly one-half of said 40 ft. wide Oak View Drive road easement along the abutting the southerly side of the last and most easterly 55 ft. of the northerly line of the hereinabove described 79.50 acres of land.

Section 8: "Common Area" is defined as follows, to-wit:

Being all of a certain 13.3. acre lake known as Camilla Lake as described in Replat of Pecan Valley Subdivision as recorded in Volume 4 at Page 197-8 of the Plat Records of Kerr County, Texas; and being out of T. Blanks Survey No. 674, Abstract No. 90 in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set at the west end of an earthen dam, which point marks the southwest corner of a 6.08 acre "Private Residential Park" of said subdivision, and the northwest corner of said lake; and which point bears 1024 feet S.73°27'W. from the southeast corner of B.B.B. & C.Ry. Co. Survey No. 604 in Kerr County, Texas;

THENCE, along said dam which forms a southern boundary of said 6.08 acre tract and the northern boundary of said lake, N.88°45'E., 610.22 feet to a 1/2" iron stake for the north-east corner of said lake,

THENCE, along the meanders of the banks of said lake the following thirty-six (36) calls, each point being marked with an iron stake:

S.23°25'W., 168.37 feet; S.69°12'W., 96.12 feet;
 S.10°08'W., 32.74 feet; S.71°35'E., 54.51 feet;
 S.57°32'E., 70.14 feet; S.49°36'E., 120.66 feet;
 S.07°31'E., 36.70 feet; S.19°47'W., 34.12 feet;
 S.41°32'E., 27.19 feet; N.78°25'E., 27.35 feet;
 N.01°07'E., 29.00 feet; N.06°20'E., 39.00 feet;
 S.51°15'E., 122.17 feet; S.06°36'W., 77.20 feet;
 S.03°19'W., 41.80 feet; S.48°05'E., 28.00 feet;
 S.05°17'E., 25.72 feet; S.63°36'W., 54.28 feet;
 S.10°10'E., 38.00 feet; N.77°15'W., 131.68 feet;
 S.16°01'W., 94.65 feet; S.08°22'W., 217.43 feet;
 S.17°10'W., 178.38 feet; S.37°53'W., 124.68 feet;
 N.74°22'W., 35.37 feet; N.18°26'E., 80.29 feet;
 N.35°35'W., 26.19 feet; S.89°30'W., 74.71 feet;
 N.63°26'W., 63.86 feet; N.21°53'W., 137.87 feet;
 N.21°53'W., 235.02 feet; N.30°33'W., 245.43 feet;
 N.0°35'W., 115.85 feet; N.06°31'W., 148.87 feet;
 N.02°53'W., 134.29 feet; and N.0°38'E., 112.84 feet
 to the PLACE OF BEGINNING, containing 13.3 acres
 within these metes and bounds.

Also included is the property described as follows, to-wit:

Being all of a certain 6.80 acre tract or parcel of land being designated as a "Private Residential Park" of Pecan Valley Subdivision as recorded by Replat in Volume 4 at Page 197-198 of the Plat Records of Kerr County, Texas; and being comprised of approximately 0.14 acre out of C. Blanks Survey No. 681, Abstract No. 88, and 6.66 acres out of T. Blanks Survey No. 674, Abstract No. 90; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set in a fenceline which forms the northern boundary of said subdivision and the herein described tract, for the northeast corner of Lot No. 27 of said subdivision, and the northwest corner of the herein described tract; and which point bears 980 feet, S.89°49'W. from the southeast corner of B.B.B. & C.Ry.Co. Survey No. 604 in Kerr County, Texas;

THENCE, along said fenceline, N.89°49'E., 830.96 feet to a 1/2" iron stake for the northeast corner of the herein described tract;

THENCE, along the easterly boundary of the herein described tract, S.0°13'E., 351.62 feet to a 1/2" iron stake, S.03°42'E., 60.1 feet to a 1/2" iron stake, and S.63°10'W., 313.10 feet to a 1/2" iron stake set on the east bank of Camilla Lake for the most southerly corner of the herein described tract;

THENCE, along the meanders of the east bank of said Camilla Lake, the following five (5) calls, each point marked with a 1/2" iron stake: N.57°23'W., 7014 feet; N.71°35'W., 54.51 feet; N.10°08'E., 32.74 feet; N.69°12'E., 96.12 feet; and N.23°25'E., 168.37 feet to a 1/2" iron stake set at the east end of an earthen dam;

THENCE, along said dam which forms the southern boundary of the herein described tract, S.88°45'W., 610.22 feet to a 1/2" iron stake for the southwest corner of the herein described tract;

THENCE, along the western boundary of the herein described tract, N.0°18'E., 288.47 feet to the PLACE OF BEGINNING, containing 6.80 acres of land within these metes and bounds.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any acre which is subject by covenants of record to assessment by the Association shall be members of the Association, provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any acre which is subject to assessment by the Association. Ownership of such acre shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and mere acquisition of any acre will signify that this Declaration is accepted, ratified, and will be complied with.

It is specifically understood that a portion of the property may be sold to the State of Texas pursuant to the Texas Veteran's Land Board program. Notwithstanding the fee interest of the State arising from such sale, the State shall not be considered to be an "owner" or "member" under the terms of this Declaration. Nor shall the State be responsible for payment of the annual assessment provided for herein. Instead, the veteran contracting to purchase any acre from the State of Texas shall be considered as the Owner of any such acre and shall additionally be considered a member of the Association, and shall be personally responsible for payment of the annual assessment provided for herein. The mere execution of contract of sale between a veteran and the State of Texas for any acre in the Pecan Valley Ranch shall signify that such veteran accepts, ratifies, and will comply with the terms of this Declaration.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership:
Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote

for each acre owned. When more than one person holds an interest in any acre, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any acre.

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1981.

ARTICLE IV

POWER AND DUTIES OF THE ASSOCIATION

Pecan Valley Ranch Property Owners Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable:

- (1) To enforce this Declaration either in its own name or in the name of any owner within the subdivision.
- (2) To maintain all property owned by the Association, including roads, and other common facilities.
- (3) To borrow money by and through the Management Committee, providing the borrowing of funds is approved and sanctioned by a two-thirds (2/3) vote of the membership at a meeting called for the purpose of such determination.
- (4) To construct improvements to common facilities or along common easements reserved for utilities.
- (5) To pay over or convey, in the event of dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.
- (6) The Association shall have the right to expend its funds for the above-mentioned purposes and for such other purposes as said Association acting through its management committee may deem advisable for the general welfare of the property owners in Pecan Valley Ranch.

COVENANT FOR MAINTENANCE ASSESSMENTS

(1) Creation of the Lien & Personal Obligation of

Assessments. By purchase of a lot which is subject to these covenants, conditions, and restrictions, each member is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such property at the time when the assessment was due, however such obligation shall not pass to their successors in interest, unless expressly assumed by them.

(2) Purpose of Assessments. The purpose of the assessments levied by the Association shall be used exclusively by it to enforce these covenants, conditions, and restrictions and for the purposes of exercising those powers and duties conferred upon the Association by Article IV above. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

(3) Uniform Rate. The assessments shall be fixed at a uniform rate for each acre within any lot as determined by the Management Committee, and shall be collected on an annual basis.

(4) Non-Payment of Assessments-Remedies of the Association. Assessments shall be due and payable on or before the 1st day of January of each calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the rate of eight percent (8%) per annum; and the Association may bring on action at law against the owner personally obligated to pay the assessment, and the interest, costs and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment. Any owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally

exist, and such remedies shall be considered as cumulative.

(5) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be five dollars (\$5.00) per acre.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(6) Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance.

(7) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment

applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE VI

OWNER'S EASEMENTS OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and to the property owned by the Association, which right and easement shall be appurtenant to and pass with the title to every lot. Provided, however, such right and easement shall be subject to any restrictions established by the Association and its Management Committee, and each owners use and enjoyment of the property owned by the Association shall not interfere with the rights and enjoyment of other owners to use and enjoy the same.

ARTICLE VII

GENERAL PROVISIONS

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

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

(3) Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot

Owners. Any amendment must be recorded.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

USE RESTRICTIONS

(1) Non-Commercial Use. No part of said land shall be used for any commercial purpose, except that nothing herein shall be construed to prevent the owner from engaging in the raising of fruit, vegetables, orchards, gardens, or rendering professional services of a purely personal nature as long as such services do not attribute to the property or any part thereof any appearance of a commercial use. That portion of the property designated as "Well Lot" shall not be subject to the terms of this paragraph. Horse raising and breeding, subject to sub-section 5(A) of this Article, are, for purposes of these restrictions, not considered to be of a commercial nature.

(2) Subdividing. No portions of said land may be subdivided into lots or parcels of less than two (2) acres of land. For the purposes of acquiring releases of land sold to the Veterans Land Board of the State of Texas, a veteran purchaser under a Contract for Deed may acquire a tract of less than two acres.

No owner of any such property so released may convey to any third party purchaser, however, any tract containing less than 2.0 acres of land.

(3) Construction of Buildings and Other Structures. All buildings and structures in each portion of said land shall be of new construction and shall be completed within 180 days from initiation of construction. No unpainted sheet metal or fiberglass structures shall be placed on any portion of said property for use as an accessory building. No tent, house trailer, mobile home, modular home or a temporary structure of any character may be constructed, maintained, or permitted to remain on any portion of said land, other than for camping on the property for a period no longer than forty-eight (48) hours.

(4) Size of Building and Structures. In no event shall any structure used as a primary residential structure be constructed on the said land having a living area of less than one thousand four hundred (1,400) square feet, exclusive of porches, garages or other appendages.

(5) Animals.

A. Horses and cattle may be kept and maintained on said land in numbers not to exceed one (1) animal unit per one (1) acre.

B. No swine or any commercial livestock or poultry operation shall be permitted. Any animals kept or maintained on property will be kept within boundaries of the owner's property and will not be allowed to run loose.

(6) Sanitation and Sewage. No outside toilets will be permitted; and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated, or untreated sewage or septic tank drainage on the surface or into water bodies of said land. No septic tank or lateral line shall be installed within one hundred twenty-five feet (125') of any lake, creek, or other body of water. All septic tanks shall be in compliance with all applicable governmental regulations. No septic tank or lateral lines will be laid any closer than fifty feet (50') from the designated sixty foot (60') roadway easement, or within 150 feet (150') from the Water Well located on the designated Well Lot.

(7) Nuisance. No owner shall permit the use of his lot to constitute a nuisance. The storing of abandoned or junk automobiles or the dumping of trash shall be considered a nuisance.

(8) Hunting. All of this property shall be designated as a game preserve. No hunting of any kind will be permitted.

(9) Lake. Boating is allowed on the lake, but no combustion motors of any sort will be allowed. Electric trolling motors of no more than two (2) horse power will be permitted. Access to the lake will be provided through the common property for owners not joining the lake.

(10) Roads. All roads in the subdivision will be maintained by the Developer until accepted by Kerr County.

(11) Building Locations. The minimum depth of building setback lines from the subdivision road fronting each tract shall be ten (10) feet, and not less than ten (10) feet from side tract lines. No home may be built within seventy-five (75) feet of the existing utility easement to the Lone Star Gas Company, as same is shown on the replat of Pecan Valley Unit I, recorded in the Plat Records, Kerr County, Texas, Vol. 4, p. 197-198.

(12) Lake Front Lots. Lots adjacent to the designated lake area shall control and extend to a point fifteen feet (15') beyond the lake's edge when the lake is at spillway level for the purpose of building a dock or pier.

(13) Irrigation. No irrigation of any kind will be permitted from any lake, creek, or any other body of water that is owned by the association.

(14) Water System. The water system serving the property is the sole property of Michael E. Tuck and wife, Sammie A. Tuck, their heirs and assigns. No owner may divert water from the system for the use of others. This does not preclude the drilling of individual wells by owners.

ARTICLE X

DURATION AND AMENDMENT

Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety 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. Except as hereinabove expressly provided, the provisions of this Declaration may be amended as provided in the By-Laws of the Association.

ARTICLE XI

Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE XII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto caused this instrument to be executed this 23rd day of December, A.D., 1980.

TAFT BROADCASTING
CORPORATION, INC.

Michael E. Tuck
MICHAEL E. TUCK

By: Paul E. Taft
PAUL E. TAFT

Sammie A. Tuck
SAMMIE A. TUCK

Paul Eberhart Taft
PAUL EBERHART TAFT

Filed 19 Day of Jan., A.D. 19 81
EMMIE M. MUENKER, J. Notary
Clk: County Court, Kerr County, Texas
By Lisa Hudson Deputy

Bette Lynn Taft
BETTE LYNN TAFT

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL E. TUCK and wife, SAMMIE A. TUCK, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

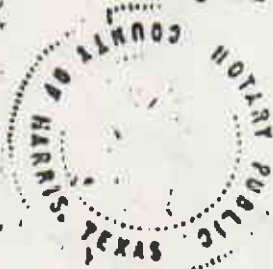
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of December, A.D. 1980.
Virginia Storms
Notary Public
My Commission Expires 5-17-81
NOTARY PUBLIC in and for
KERR County, Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

VOL 243 PAGE 605

BEFORE ME, the undersigned authority, on this day personal. appeared PAUL EBERHART TAFT and wife, BETTE LYNN TAFT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of December, A.D., 1980.

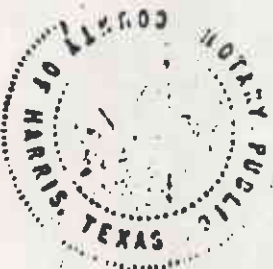


Fay S. Blain
NOTARY PUBLIC in and for
Harris County, Texas
Fay S. Blain

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PAUL E. TAFT, President of TAFT BROADCASTING CORPORATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of December, A.D., 1980.



Fay S. Blain
NOTARY PUBLIC in and for
Harris County, Texas
Fay S. Blain

AFFIDAVIT

VOL. 243 PAGE 606

We, MICHAEL E. TUCK and JAMES L. ELLIOTT, JR., being the President and Secretary of Pecan Valley Ranch Owners Association, Inc., hereby make oath that the foregoing Amended Declaration of Covenants and Restrictions for Pecan Valley Ranch Units I and II was approved, adopted and ratified by ninety percent (90%) of the lot owners in said subdivision, at the First Annual Meeting of the members of Pecan Valley Ranch Owners Association, Inc., held on December 28, 1980, at 2:00 p.m., at the Law Office of Joe Grady Tuck, 1704 Sidney Baker St., Kerrville, Texas.

Michael E. Tuck
MICHAEL E. TUCK, President

James L. Elliott, Jr.
JAMES L. ELLIOTT, JR., Secretary

1980. Subscribed and sworn before me this 16th day of JANUARY,

Virginia Storms
Notary Public in and for
Kerr County, Texas
My Commission Expires 5-17-81

Ro # 810298

VOL: 243 PAGE 607

Amended Declaration
of Covenants For
Restriction

Pecan Valley Ranch
Units I & II

to
The Public

FILED FOR RECORD

at 12:45 o'clock P. M.

JAN 19 1981

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By Leis Hudson Deputy

Filed by +
Return to:
JOE Grady Tuck

Filed for record January 19, 1980 at 12:45 o'clock P.M.
Recorded January 22, 1981
EMMIE M. MUENKER, Clerk

By Betty J. Loney Deputy

**Second Amended Declaration of Covenants and Restrictions for
Pecan Valley Ranch Units I and II**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

That the individual owners of lots in Pecan Valley Ranch subdivisions, by vote of at least seventy-five percent (75%) of the lot owners in said subdivisions, as members of Pecan Valley Ranch Owners Association, Inc., together hereby adopt, establish, promulgate, and impress upon such subdivisions the following second amended declaration of restrictions, and covenants. These amended restrictions and covenants shall supercede and take the place of all previous restrictions and covenants of record as recorded in Volume 213, Page 412-419, Deed Records of Kerr County, Texas, Volume 225, Page 130-139, Deed Records of Kerr County, Texas and as amended and recorded in Volume 243, Pages 587-607, Deed Records of Kerr County, Texas. This Second Amended Declaration of Covenants and Restrictions shall not, however, affect the validity or enforceability of such previous Restrictions and Covenants during the times they were in effect. The Plat of Pecan Valley Ranch Unit II is recorded in Volume 4, Page 193 and the replat of Pecan Valley Ranch Unit I, is recorded in Volume 4, Pages 196 and 197, Plat Records of Kerr County, Texas;

NOW, THEREFORE, WHEREAS, it is the intention of Pecan Valley Ranch Owners Association, Inc. to further amend the declaration of covenants and restrictions for Pecan Valley Ranch Units I and II based upon the vote of at least 75% of the lot owners in said subdivision; and

WHEREAS, it is deemed to be to the best interest of the owners of property in the subdivision and of the persons who may purchase lots from them that there be maintained and kept effective a uniform plan for the improvement and maintenance of lots in the subdivisions and the common facilities as hereinafter enumerated; and

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the property shall be subject to the restrictions set forth herein which shall run with the property and be

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binding on all parties having any interest therein.

GENERAL PROVISIONS, DEDICATION, RESERVATIONS

Each Contract, Deed, Deed of Trust, or Contract for Deed, which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, reservations, restrictions, covenants, conditions and easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed, Deed of Trust, or Contract for Deed, and whether or not referred to in any such instrument.

The streets and roads shown on said recorded replat of Pecan Valley Ranch Unit I and Pecan Valley Ranch Unit II are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of the Lone Star Gas Company as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and the operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to Pecan Valley Ranch, Inc., its successors and assigns.

The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or Utility District created under Article XVI, Section 59, of the Texas Constitution covering the land

described herein as well as other lands, public service corporation, or other party, is hereby expressly reserved to the Developer, subject to any power of amendment.

Neither the Developer, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

The developer and utility companies shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, repair or maintain any utility located therein.

ARTICLE I DEFINITIONS

Section 1: "Association" shall mean and refer to Pecan Valley Ranch Owners Association, Inc., and its successors and assigns.

Section 2: "Declarants" The original Declarants to the original *Pecan Valley Ranch Declaration of Covenants, Conditions and Restrictions* were Michael E. Tuck and wife, Sammie A. Tuck.

Section 3: "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

Section 4: "Dependent" shall mean and refer to a family member of an Owner or Tenant of an Owner who resides in such Owner's or Tenant's primary residence and who is primarily dependent on such Owner or Tenant for financial support.

Section 5: "Lot" shall mean any parcel of land (other than common areas) subdivided by Declarants out of the property, whether shown on a recorded plat, or not.

Section 6: "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a Lot, or have entered as an original party, successor or assignee into a Contract of Purchase and Sale for a Lot with Developer, the term "Owner" to exclude any person or entity having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Developer if Developer is a record owner of fee simple title to a Lot, but only if, with respect to such Lot, Developer has not entered into any Contract of Purchase and Sale. The

Association, under no circumstances, shall be deemed an Owner pursuant hereto.

Section 7: "Property" shall mean that 225.8-acre tract of land comprising Pecan Valley Ranch, Unit Two, being more particularly described in Deed from A. A. Lesikar and Clifton A. Goodwin to Michael E. Tuck and wife, Sammie A. Tuck, dated the 23rd day of December, 1978, and appearing of record in Volume 217, Page 512, of the Deed Records of Kerr County, Texas, further described as follows, to-wit:

225.8 acres of land, more or less, out of Original Survey No. 1312, C.C.S.D. & R.G.N.G. RR Co., Certificate No. 329, Abstract No. 1507, patented to John Reinhardt by Patent No. 208, Volume 27, dated September 21, 1903, situated about 12 miles S.35°E. from the City of Kerrville, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a fence corner post and iron stake for the most Southerly SW corner of said Original Survey No. 1312, C.C.S.D. & R.G.N.G. RR Co. Abstract No. 1507, for the SW corner of this tract, in the East line of Original Survey No. 675, M. Hines, Abstract No. 201;

THENCE with existing fence along the West line of said Original Survey No. 1312, N.0°25'E. 747.0 feet to a fence corner post and iron stake, at the NE corner of said Original Survey No. 675, M. Hines, Abstract No. 201;

THENCE continuing with existing fence along the West line of said Original Survey No. 1312, N.1°08'E. 402.0 feet to an iron stake at an 8-inch diameter live oak tree;

THENCE with said existing fence N.4°26'E. 61.7 feet to a 99-inch live oak tree, N.14°33'E., 81.8 feet to a 14-inch live oak tree and N.63°43'E. 142.3 feet to an 18-inch live oak tree, approximately on the South line of Original Survey No. 681, C. Blanks, Abstract No. 88;

THENCE with said existing fence N.87°24'E. 327.9 feet to a 10-inch diameter live oak tree in the South line of said Original Survey No. 681, C. Blanks, Abstract No. 88;

THENCE with existing fence along the South line of said Original Survey No. 681, C. Blanks, Abstract No. 88, N.89°07'E. 998.0 feet and S.89°27'E. 372.3 feet to a fence corner and iron stake at the SE corner of said Original Survey No. 88, and re-entrant corner of original Survey No. 1312;

THENCE with existing fence along the East line of said Original Survey No. 681, C. Blanks, Abstract No. 88, N.0°15'E. 1872.0 feet to an old rock mound in said fence marking the NE corner of said Original Survey No. 681, another re-entrant corner of Original Survey No. 1312;

And that 288.65 acre tract of land known as the Bockhoff land being further described as follows, to-wit:

Being all of a certain 288.65 acre tract or parcel of land fronting on Elm Pass Road approximately four (4) miles south of the town of Center Point in Kerr County, Texas; and being that same land conveyed as three tracts in a Warranty Deed from Elizabeth T. Hobson, a widow, to Harry W. Bockhoff, said deed dated February 17, 1970, and recorded in Volume 142 at Page 567 of the Deed Records of Kerr County, Texas; and comprising 159.9 acres, more or less, out of T. Blanks Survey No. 674, Abstract No. 90, 49.3 acres, more or less, out of John Reinhardt Survey No. 1312, Abstract No. 1507, and 74.4 acres, more or less, out of C. Blanks Survey No. 681, Abstract No. 88, all in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron stake set at a fence corner cost in the east right-of-way line of Elm Pass Road, which point marks the northwest corner of the herein described tract, and which point bears 2887.93 feet S.89°49'E. from a 1/2" iron stake found at a fence corner post and believed to be the S.E. corner of B.B.B. & C.Ry. Co. Survey No. 604, Abstract No. 53;

THENCE, along a fenceline which forms a northerly boundary of the herein described tract, N.89°49'E., 2962.89 feet to an existing 1/2" iron stake for the S.E. corner of said Survey No. 604, which point marks a northerly corner of the herein described tract;

THENCE, along a broken fenceline and the edge of a steep bluff N.00°33'E., 554.43 feet to an existing 1/2" iron stake at an endpost; N.02°03'W., 188.71 feet, along a gap in said fence, to an existing 1/2" iron stake at an endpost; and N.01°33'E., 426.01 feet to an existing 1/2" iron stake set at a fence corner post for a northerly corner of the herein described tract;

THENCE, along another fenceline, which forms the most northerly boundary of the herein described tract, N.89°41'E., 1575.84 feet to a 3/8" iron stake set for the northwest corner of the herein described tract;

THENCE, along another fenceline which forms the western boundary of the herein described tract S.01°56'W., 89.02 feet to a 3/8" iron stake, and S.00°08'E., 3108.30 feet to an existing 1/2" iron stake for the southeast corner of the herein described tract, which point is believed to be the southeast corner of said Survey No. 681;

THENCE, along a fenceline in a westerly direction, S.89°11'W., 1694.57 feet to an existing 1/2" iron stake at a fence angle post; and S.65°11'W., 145.34 feet to an existing 1/2" iron stake at a fence corner;

THENCE, along a fenceline in a southerly direction S.14°07'W., 81.49 feet to an existing 1/2" iron stake at a fence angle post; S.03°46'W., 62.29 feet to an existing 1/2" iron stake at a fence angle post; and S.00°32'W., 401.16 feet to a 3/8" iron stake set at a fence corner post to mark the most southerly point of the herein described tract;

THENCE, along a fenceline in a westerly direction, along or near the south line of said Survey No. 674, N.61°48'W., 12.94 feet to a 3/8" iron stake; and N.89°54'W., 2256.67 feet to a 3/8" iron stake set at a fence corner post for a southwest corner of the herein described tract;

THENCE, along another fenceline which forms the southwest boundary of the herein described tract; N.11°20'W., 110.51 feet to a 3/8" iron stake; N.64°35'W., 273.52 feet to a 3/8" iron stake; and N.24°37'W., 275.52 feet to a 3/8" iron stake set at a fence corner post to mark a southwest corner of the herein described tract;

THENCE, along another fenceline, along or abutting the east right-of-way line of said Elm Pass Road, which forms the western boundary of the herein described tract N.01°17'W., 2151.62 feet to the PLACE OF BEGINNING, containing 288.79 acres of land within these metes and bounds; SAVE AND EXCEPT a 0.146 acre tract of land out of said Survey No. 1312, which land is under the Bockhoff fence but outside of boundaries described in said Warranty Deed, said 0.146 acre tract being more particularly described by metes and bounds as follows:

Beginning at an existing iron stake in an existing fence line believed to be the east line of said Theodore Blanks Survey No. 674; and being a perimeter fence of said 288.79 acre tract; which point bears 1864.1 feet, S.83°02'W. from the southeast corner of the C. Blanks Survey No. 681;

THENCE, N.00°32'E., 200.00 feet to a point believed to be the southwest corner of the C. Blanks Survey No. 681, and being the northwest corner of the herein described tract;

THENCE, along or near the south line of said Survey No. 681, N.89°11'E., 154.04 feet to an existing 3/8" iron stake in an existing perimeter fenceline of said 288.79 acre tract for the northeast corner of the herein described tract;

THENCE, along said perimeter fenceline S.65°11'W., 145.34 feet to an existing 3/8" iron stake; S.14°07'W., 81.49 feet along said fence to an existing 3/8" iron stake and S.03°46'W., 62.29 feet along same said fence to the PLACE OF BEGINNING; containing 0.146 acres of land within these metes and bounds.

Declarants reserve the right to purchase the following additional adjacent

property for future development as a part of Pecan Valley Ranch, described as follows:

Being all of a certain 219.97 acre tract or parcel of land out of a 316.8 acre tract of land conveyed to Boyd W. Cook from Herbert D. Cook by Deed recorded in Volume 229 at Page 612 of the Deed Records of Kerr County, Texas; and being out of C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 1312, Abstract No. 1507 in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing iron stake and fence cornerpost for the northeast corner of Pecan Valley No. 2 Subdivision as recorded in Volume 4 at Page 193 of the Plat records of Kerr County, Texas; which point marks the northwest corner of said 316.8 acre tract and the herein described tract; and which point bears approximately 5695 feet, N.36°33'E. from the southwest corner of said Survey No. 1312;

THENCE, with a fenceline along the northern boundary of the herein described tract the following four (4) calls, each point being an iron stake and fence anglepost; N.89°33'E., 1368.27 feet; N.89°07'E., 799.22 feet; N.89°24'E., 288.31 feet; and S.89°53'E., 418.97 feet to an existing 1/2" iron stake for the northeast corner of said 316.8 acre tract and the herein described tract;

THENCE, along the eastern boundary of the herein described tract, the following six (6) calls, each point being a 1/2" iron stake: S.0°34'E., 142.87 feet; S.0°38'E., 1017.30 feet; S.71°26'W., 258.36 feet; S.67°43'W., 282.90 feet; S.20°25'W., 3025.13 feet; and S.50°14'W., 913.34 feet to a 1/2" iron stake set in a fenceline for the southeast corner of the herein described tract;

THENCE, with a fenceline along the southern boundary of the herein described tract, N.83°18'W., 579.49 feet, and N.89°16'W., 38.72 feet to a 1/2" iron stake for the southwest corner of said 316.8 acre tract and the herein described tract;

THENCE, with a fenceline along the western boundary of said 316.8 acre and the herein described tract, which forms the eastern boundary of said Pecan Valley No. 2 Subdivision, N.0°06'W., 4675.43 feet to the PLACE OF BEGINNING, containing 219.97 acres of land within these metes and bounds.

Being all of a certain tract or parcel of land, comprising, approximately 0.06 acre out of Benjamin B. Peck Survey No. 51, Abstract No. 266 and 79.45 acres out of C.C.S.D. & R.G.N.G. Ry. Co. Survey No. 1311, Abstract No. 499, in Kerr County, Texas; part of 496.21 acres of land conveyed to M. Bryan Finley, Trustee, from Ranchland Development Co. by a deed dated the 22nd day of December, 1976 and recorded in Volume 193 at Page 107 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows, each point marked by an iron marker:

BEGINNING at an existing 1/2" iron stake and former fence cornerpost for the southwest corner of the herein described tract, the "fenced out" southwest corner of said 496.21 acres, and the occupied southwest corner of said Survey No. 1311;

THENCE, along the west line of said 496.21 acres: N.00°46'E., at 37.40 ft. passing a fence cornerpost of said "fenced out" corner, then continuing along a fence for a total distance of 737.99 ft. this call; and N.00°37'E., 578.40 ft. to a 1/2" iron stake for the northwest corner of the herein described tract, the westerly southwest corner of Oak View Estates, a subdivision of Kerr County, Texas, the plat of which is recorded in Volume 4 at Page 85 of the Plat Records of Kerr County, Texas, and also the southwest corner of Tract No. 25 of said subdivision;

THENCE, along the southerly line of said Tract No. 25 and the westerly south line of said subdivision: S.88°17'E., 737.97 ft.; N.77°30'E., 483.08 ft.; S.77°15'E., 923.31 ft.; N.80°24'E., at 486.27 ft. passing the curved right-of-way line of a cul-de-sac road easement having a 40 ft. radius at the southwesterly end of Oak View Drive, a public road easement, then continuing for a total distance of 526.27 ft. this call to a 1/2" iron stake at the center of said cul-de-sac; and N.83°03'E., 55.00 ft. to a 1/2" iron stake for the northeast corner of the herein described tract, the northwest corner of Tract No. 24 of said subdivision;

THENCE, with a fence along the west line of said Tract No. 24, South, at 20.15 ft. passing the southerly right-of-way line of said Oak View Drive, then continuing for a total distance of 1271.51 ft. to a 1/2" iron stake for the southeast corner of the herein described tract, the southwest corner of said Tract No. 24, in a fence along the southerly line of said 496.21 acres of land;

THENCE, with said fence and southerly line of the 496.21 acres of land, the occupied south line of said Survey No. 1311: S.89°44'W., 830.70 ft.; S.89°33'W., 1709.34 ft.; and S.89°54'W., at 131.83 ft. passing a cornerpost of said "fenced out" corner, then continuing not along a fence for a total distance of 159.38 ft. to the PLACE OF BEGINNING, containing 79.50 acres of land within these metes and bounds; SAVE AND SUBJECT TO the rights of the public to the perpetual and uninterrupted use for road purposes, the southerly one-half of said cul-de-sac road easement at the southwesterly end of said Oak View Drive, and the southerly one-half of said 40 ft. wide Oak View Drive road easement along the abutting the southerly side of the last and most easterly 55 ft. of the northerly line of the hereinabove described 79.50 acres of land.

Section 8: "Common Area" is defined as follows, to-wit:

Being all of a certain 13.3 acre lake known as Camilla Lake as described in Replat of Pecan Valley Subdivision as recorded in Volume 4 at Page 197-8 of the

Plat Records of Kerr County, Texas, and being out of T. Blanks Survey No. 674, Abstract No. 90 in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set at the west end of an earthen dam, which point marks the southwest corner of a 6.08 acre "Private Residential Park" of said subdivision, and the northwest corner of said lake; and which point bears 1024 feet S.73°27'W. from the southeast corner of B.B.B. & C.Ry. Co. Survey No. 604 in Kerr County, Texas;

THENCE, along said dam which forms a southern boundary of said 6.08 acre tract and the northern boundary of said lake, N.88°45'E., 610.22 feet to a 1/2" iron stake for the northeast corner of said lake,

THENCE, along the meanders of the banks of said lake the following thirty-six (36) calls, each point being marked with an iron stake:

S.23°25'W., 168.37 feet; S.69°12'W., 96.12 feet;
 S.10°08'W., 32.74 feet; S.71°35'E., 54.51 feet;
 S.57°32'E., 70.14 feet; S.49°36'E., 120.66 feet;
 S.07°31'E., 36.70 feet; S.19°47'W., 34.12 feet;
 S.41°32'E., 27.19 feet; N.78°25'E., 27.35 feet;
 N.01°07'E., 29.00 feet; N.06°20'E., 39.00 feet;
 S.51°15'E., 122.17 feet; S.06°36'W., 77.20 feet;
 S.03°19'W., 41.80 feet; S.48°05'E., 28.00 feet;
 S.05°17'E., 25.72 feet; S.63°36'W., 54.28 feet;
 S.10°10'E., 38.00 feet; N.77°15'W., 131.68 feet;
 S.16°01'W., 94.65 feet; S.08°22'W., 217.43 feet;
 S.17°10'W., 178.38 feet; S.37°53'W., 124.68 feet;
 N.74°22'W., 35.37 feet; N.18°26'E., 80.29 feet;
 N.35°35'W., 26.19 feet; S.89°30'W., 74.71 feet;
 N.63°26'W., 63.86 feet; N.21°53'W., 137.87 feet;
 N.21°53'W., 235.02 feet; N.30°33'W., 245.43 feet;
 N.0°35'W., 115.85 feet; N.06°31'W., 148.87 feet;
 N.02°53'W., 134.29 feet; and N.0°38'E., 112.84 feet;
 to the PLACE OF BEGINNING, containing 13.3 acres within these metes and bounds.

Also included is the property described as follows, to-wit:

Being all of a certain 6.80 acre tract or parcel of land being designated as a "Private Residential Park" of Pecan Valley Subdivision as recorded by Replat in Volume 4 at Page 197-198 of the Plat Records of Kerr County, Texas; and being comprised of approximately 0.14 acre out of C. Blanks Survey No. 681, Abstract No. 88, and 6.66 acres out of T. Blanks Survey No. 674, Abstract No. 90; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set in a fenceline which forms the northern boundary of said subdivision and the herein described tract, for the northeast corner of Lot No. 27 of said subdivision, and the northwest corner of the herein described tract; and which point bears 980 feet, S.89°49'W. from the southeast corner of B.B.B. & C.Ry.Co. Survey No. 604 in Kerr County, Texas;

THENCE, along said fenceline, N.89°49'E., 830.96 feet to a 1/2" iron stake for the northeast corner of the herein described tract;

THENCE, along the easterly boundary of the herein described tract, S.0°13'E., 351.62 feet to a 1/2" iron stake, S.03°42'E., 60.1 feet to a 1/2" iron stake, and S.63°10'W., 313.10 feet to a 1/2" iron stake set on the east bank of Camilla Lake for the most southerly corner of the herein described tract;

THENCE, along the meanders of the east bank of said Camilla Lake, the following five (5) calls, each point marked with a 1/2" iron stake: N.57°23'W., 7014 feet; N.71°35'W., 54.51 feet; N.10°08'E., 32.74 feet; N.69°12'E., 96.12 feet; and N.23°25'E., 168.37 feet to a 1/2" iron stake set at the east end of an earthen dam;

THENCE, along said dam which forms the southern boundary of the herein described tract, S.88°45'W., 610.22 feet to a 1/2" iron stake for the southwest corner of the herein described tract;

THENCE, along the western boundary of the herein described tract, N.0°18'E., 288.47 feet to the PLACE OF BEGINNING, containing 6.80 acres of land within these metes and bounds.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any acre which is subject by covenants of record to assessment by the Association shall be members of the Association; provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any acre, which is subject to assessment by the Association. Ownership of such acre shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and mere acquisition of any acre will signify that this Declaration is accepted, ratified, and will be complied with.

It is specifically understood that a portion of the property may be sold to the State

of Texas pursuant to the Texas Veteran's Land Board program. Notwithstanding the fee interest of the State arising from such sale, the State shall not be considered to be an "owner" or "member" under the terms of this Declaration. Nor shall the State be responsible for payment of the annual assessment provided for herein. Instead, the veteran contracting to purchase any acre from the State of Texas shall be considered as the Owner of any such acre and shall additionally be considered a member of the Association, and shall be personally responsible for payment of the annual assessment provided for herein. The mere execution of contract of sale between a veteran and the State of Texas for any acre in the Pecan Valley Ranch shall signify that such veteran accepts, ratifies, and will comply with the terms of this Declaration.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1981.

ARTICLE IV

POWER AND DUTIES OF THE ASSOCIATION

Pecan Valley Ranch Property Owners Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and

advisable:

- (1) To enforce this declaration either in its own name or in the name of any owner within the subdivision.
- (2) To maintain all property owned by the Association, including roads, and other common facilities.
- (3) To borrow money by and through the Management Committee, providing the borrowing of funds is approved and sanctioned by a two-thirds (2/3) vote of the membership at a meeting called for the purpose of such determination.
- (4) To construct improvements to common facilities or along common easements reserved for utilities.
- (5) To pay over or convey, in the event of dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.
- (6) The Association shall have the right to expend its funds for the above-mentioned purposes and for such other purposes as said Association acting through its management committee may deem advisable for the general welfare of the property owners in Pecan Valley Ranch.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT

(1) *Creation of the Lien and Personal Obligation of Assessments.* By purchase of a lot which is subject to these covenants, conditions, and restrictions, each member is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such property at the time when the assessment was due, however, such obligation shall not pass to their successors in interest, unless expressly assumed by them.

(2) *Purpose of Assessments.* The purpose of the assessments levied by the

Association shall be used exclusively by it to enforce these covenants, conditions, and restrictions and for the purposes of exercising those powers and duties conferred upon the Association by Article IV above. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

(3) *Uniform Rate.* The Assessments shall be fixed at a uniform rate for each acre within any lot as determined by the Management Committee, and shall be collected on an annual basis.

(4) *Non-Payment of Assessments-Remedies of the Association.* Assessments shall be due and payable on or before the 1st day of January of each calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the rate of eight percent (8%) per annum; and the Association may bring on action at law against the owner personally obligated to pay the assessment, and the interest, costs and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment. Any owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

(5) *Maximum Annual Assessment.* Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be five dollars (\$5.00) per acre.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(6) *Date of Commencement of Annual Assessments.* The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance.

(7) *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE VI

OWNER'S EASEMENTS OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and to the property owned by the Association, which right and easement shall be appurtenant to and pass with the title to every lot. Provided, however, such right and easement shall be subject to any restrictions established by the Association and its Management Committee, and each owner's use and enjoyment of the property owned by the Association shall not interfere with the rights and enjoyment of other owners to use and enjoy the same.

ARTICLE VII

GENERAL PROVISIONS

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

(2) *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

(3) *Amendment.* The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX
USE RESTRICTIONS

(1) *Non-Commercial Use.* No part of said land shall be used for any commercial purpose, except that nothing herein shall be construed to prevent the owner from engaging in the raising of fruit, vegetables, orchards, gardens, or rendering professional services of a purely personal nature as long as such services do not attribute to the property or any part thereof any appearance of a commercial use. That portion of the property designated as "Well Lot" shall not be subject to the terms of this paragraph. Horse raising and breeding, subject to sub-section 5 (A) of this Article, are, for purposes of these restrictions, not considered to be of a commercial nature.

(2) *Subdividing.* No portions of said land may be subdivided into lots or parcels of less than two (2) acres of land. For the purposes of acquiring releases of land sold to the Veterans Land Board of the State of Texas, a veteran purchaser under a Contract for Deed may acquire a tract of less than two acres. No owner of any such property so released may convey to any third party purchaser, however, any tract containing less than 2.0 acres of land.

(3) A. *Construction of Buildings and Other Structures.* All buildings and structures in each portion of said land shall be of new construction and shall be completed within a 270 day construction period. Upon application in writing to the Board of Directors, reasonable extensions for cause may be approved. An unfavorable ruling with regard to an extension may be appealed to a called meeting of the membership at which a majority of individual members' votes and individual proxies shall rule. A quorum for this meeting will be 50% of total membership who may be represented by proxy.

The "construction period" is defined as beginning on the date concrete is placed for a slab or pier and beam foundation and ends on the date that the building is fully weather tight. Failure to complete the construction in the designated time period will result in a fine of \$25 per day, with maximum being \$1500 (60 day penalty), payable on demand to the Property Owner's Association.

No house trailer, mobile home, or modular home may be constructed, maintained, or permitted to remain on any portion of said land. No unpainted sheet metal or fiberglass wall structure shall be placed on any portion of said property for use as a

principal residence or accessory building. However, a greenhouse structure utilizing fiberglass as building material may be permitted if approved by the Pecan Valley Architectural Committee.

Variance from provisions of Article IX, Section 3, Paragraph A, may be granted upon application in writing to the Pecan Valley Architectural Committee whose recommendation must be approved by the Board of Directors.

B. Travel Trailers, Recreational Vehicles. No tent, recreational vehicle, camping trailer, motor home, fifth wheel, travel trailer, or any temporary structure shall be located or maintained on any lot, other than for camping for a period of 72 hours. After 72 hours, any of the structures must be removed from Pecan Valley for a period of 5 days. Camping in, or living in any of the cited camping vehicles or structures while a residence is being constructed is expressly prohibited.

Variance from provisions of Article IX, Section 3, Paragraph B may be granted upon application in writing to the Pecan Valley Architectural Committee whose recommendation must be approved by the Board of Directors.

C. Storage of Vehicles on Property Located within Pecan Valley. No campers, trailers, camping trailers, motor homes, RVs, fifth wheel trailers, and any other type of recreational vehicle, boats, boat trailers, utility trailers, livestock trailers, buses, or commercial type vehicles (vehicle having a carrying capacity in excess of one ton or otherwise designated for commercial purpose including heavy earthmoving equipment) shall be stored or remain on any lot, or on a public road or roadway easement, right of way, or in driveways, or any unimproved lot until such time as a permanent residence has been constructed, UNLESS, said subject vehicle is stored and enclosed within permanent structure such as a storage building, barn or other structure of which said construction has been approved in advance and a building permit issued by the Architectural Committee. Once a permanent residence has been constructed, subject vehicles may be stored on the owner's property if the vehicle is contained within a storage building, or carport as described above. An EXCEPTION to this restriction may be allowed as follows:

Should the property owner wish to store one or more of the subject vehicles listed above (or some other vehicle not mentioned herein) outside, in the open, rather than in

an enclosed storage facility or carport, the owner may request and seek approval from the Architectural Committee for such outside storage. Only if a specific permit for such outside storage be issued in writing by the Architectural Committee may a subject vehicle be stored on the owner's property. The Architectural Committee shall consider multiple factors for this exception with priority being given to consideration of means of concealment from public and neighbors' view of the subject vehicle to the greatest extent possible.

Variance from provisions of Article IX, Section 3, Paragraph C may be granted upon application in writing to the Architectural Committee whose recommendation must be approved by the Board of Directors.

(4) *Size of Buildings and Structures.* In no event shall any structure used as a primary residential structure be constructed on the said land having a living area of less than one thousand four hundred (1400) square feet, exclusive of porches, garages or other appendages.

(5) *Animals.*

A. Horses and cattle may be kept and maintained on said land in numbers not to exceed one (1) animal unit per one (1) acre.

B. No swine or any commercial livestock or poultry operation shall be permitted. Any animals kept or maintained on property will be kept within boundaries of the owner's property and will not be allowed to run loose.

(6) *Sanitation and Sewage.* No outside toilets will be permitted; and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated, or untreated sewage or septic tank drainage on the surface or into water bodies of said land. No septic tank or lateral line shall be installed within one hundred twenty-five feet (125') of any lake, creek, or other body of water. All septic tanks shall be in compliance with all applicable governmental regulations. No septic tank or lateral lines will be laid any closer than fifty feet (50') from the designated sixty foot (60') roadway easement, or within 150 feet (150') from the Water Well located on the designated Well Lot.

(7) *Nuisance.* No owner shall permit the use of his lot to constitute a nuisance. The storing of abandoned or junk automobiles or the dumping of trash shall be considered a nuisance.

(8) *Hunting.* All of this property shall be designated as a game preserve. No hunting of any kind will be permitted.

(9) *Lake.* Boating is allowed on the lake, but no combustion motors of any sort will be allowed. Electric trolling motors of no more than two (2) horse power will be permitted. Access to the lake will be provided through the common property for owners not joining the lake.

(10) *Roads.* All roads in the subdivision will be maintained by the Developer until accepted by Kerr County.

(11) *Building Locations.* The minimum depth of building setback lines from the subdivision road fronting each tract shall be ten (10) feet, and not less than ten (10) feet from side tract lines. No home may be built within seventy-five (75) feet of the existing utility easement to the Lone Star Gas Company, as same is shown on the replat of Pecan Valley Unit I, recorded in the Plat Records, Kerr County, Texas, Vol. 4. p. 197-198.

(12) *Lake Front Lots.* Lots adjacent to the designated lake area shall control and extend to a point fifteen feet (15') beyond the lake's edge when the lake is at spillway level for the purpose of building a dock or pier.

(13) *Irrigation.* No irrigation of any kind will be permitted from any lake, creek, or any other body of water that is owned by the Association.

(14) *Water System.* The water system serving the property is the sole property of Michael E. Tuck and wife Sammie A. Tuck, their heirs and assigns. No owner may divert water from the system for the use of others. This does not preclude the drilling of individual wells by owners.

ARTICLE X

DURATION AND AMENDMENT

Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety 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. Except as hereinafter expressly provided, the provisions of this Declaration may be amended as provided in the By-Laws of the Association.

ARTICLE XI

ANNEXATION

Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE XII

FHAVA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

SIGNED this 6th day of JULY 2006.

PECAN VALLEY PROPERTY OWNERS ASSOCIATION, INC.

By: Naoma Peacock
Naoma Peacock, President

By: Joyce Chase
Joyce Chase, Secretary-Treasurer

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Naoma Peacock as President and Joyce Chase as Secretary-Treasurer known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of JULY 2006.

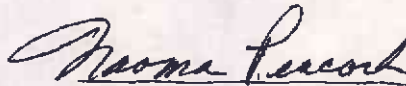


Julia Stehling
Notary Public

AFFIDAVIT

The Pecan Valley Property Owners Association, Inc. Board does hereby certify that a copy of the proposed amended deed restrictions, along with a ballot, was sent to every lot owner at the address on file in the associations records. The signature of an owner on the ballot conclusively establishes that the owner received the petition. The Board further certifies that the results are: 63 YES; 6 NO; and 11 NOT CAST.

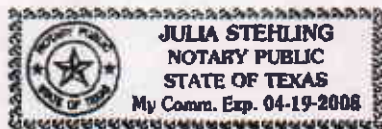
We, Naoma Peacock and Joyce Chase, being the current President and Secretary-Treasurer of Pecan Valley Property Owners Association, Inc. hereby make oath that the foregoing Second Amended Declaration of Covenants and Restrictions of Pecan Valley Ranch Unites 1 and 11 was approved, adopted and ratified by 79% of the lot owners in said subdivision as shown by ballots returned and kept with the records of the Pecan Valley Ranch subdivision.


Naoma Peacock, President


Joyce Chase, Secretary-Treasurer

STATE OF TEXAS
COUNTY OF KERR

Subscribed and sworn before me this 6th day of July 2006.




Notary Public

NO. 04-379-B

ROBERT C. GILMER and
JANET L. GILMER

§

IN THE DISTRICT COURT

vs.

§

198TH JUDICIAL DISTRICT

PECAN VALLEY PROPERTY
OWNERS ASSOCIATION, INC.,
CORNELIUS VAN BAVEL, MARGARET
VAN BAVEL, MICHAEL E. TUCK, NEIL
SAWYER, JOYCE CHASE, BUD
GARRETT, VAL GREBE, ROBERT
GREBE, JUDITH ALBAN

§

KERR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF KERR

Affidavit Concerning Amendment

Before me, the undersigned authority, personally appeared **Michael E. Tuck and Sammie A. Tuck**, who, being duly sworn, state as follows:

We, Michael E. Tuck and Sammie A. Tuck, were the declarants in the following:

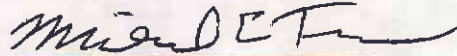
- *Pecan Valley Ranch Declaration of Covenants, Conditions and Restrictions* as recorded in Volume 213, Page 412 through 420 in the Deed Records of Kerr County, Texas,
- *Pecan Valley Ranch Unit Two Declaration of Covenants, Conditions and Restrictions* as recorded in Volume 225, Page 130 through 140, Deed Records of Kerr County, Texas, and
- *Amended Declaration of Covenants, Conditions and Restrictions for Pecan Valley Ranch Units I and II* as recorded in Volume 243, Page 587-607, Deed Records of Kerr County, Texas.

The *Amended Declaration of Covenants, Conditions and Restrictions for Pecan Valley Ranch Units I and II* provided as follows:

(3) Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

It was the intent of the declarants in this provision that the "instrument signed by not less than seventy-five (75%) of the Lot Owners" does not have to be the

same instrument as the "amendment" which must be recorded. It was always deemed sufficient by these declarants for the Pecan Valley Property Owners Association to have written signatures supporting any amendment to be kept in its corporate files. The signature of the president and secretary of the property owners association is all that is required to affirm that an amendment has been approved by the association.



Michael E. Tuck



Sammie A Tuck

SWORN TO AND SUBSCRIBED before me on the 17 day of May, 2005.




Notary Public

Return to: M. Scott Stehling ✓
902 Jefferson St.
Kerrville, TX 78028

FILED FOR RECORD
at 10:02 o'clock A.M.

JUL 06 2006

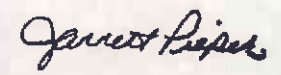
JANNETT PEEPER
County Clerk, Kerr County, Texas
 Deputy

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

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

JUL 07 2006




COUNTY CLERK, KERR COUNTY, TEXAS