

DEWBERRY HOLLOW

RESTRICTIONS

Volume 155, Page 25, Deed Records of Kerr County, Texas; Volume 360, Page 800 and Volume 498, Page 2, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Robert L. Spicer and wife, Patricia L. Spicer to Upper Guadalupe Investment Co., Inc., dated May 5, 1971, recorded in Volume 149, Page 192, 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 the aforesaid instrument.
- Road and Utility Easements as per the Plat recorded in Volume 3, Page 89, Plat Records of Kerr County, Texas.
- Blanket Right-Of-Way Agreement dated March 21, 1972 to Bandera Electric Cooperative, Inc., recorded in Volume 8, Page 62, Easement Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 155, Page 25, Deed Records of Kerr County, Texas, and in Volume 360, Page 800 and Volume 498, Page 2, Real Property Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from ENERGY/LAND, INC., a Texas corporation, to B.L.T. Investments, a Texas General Partnership composed of David P. Braden, Jr., David Lehmann and Reginald A. Tuck, dated January 30, 1989, recorded in Volume 497, Page 846, Real Property 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. (AS PER LOTS 1-6, 10, 11, 13-19 ONLY)
- Mineral reservation by Grantor, as described in instrument from Energy/Land, Inc., a Texas corporation to {PR,"insert Grantee name for first deed",IN1,5}, dated {PR,"insert date of first deed",DT2,5}, recorded in Volume {PR,"insert volume number of first deed",IN1,5}, Page {PR,"insert page number of first deed",IN1,5}, {PR,"insert record type of first deed",ST1,5} 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.

THE STATE OF TEXAS |
COUNTY OF KERR |

1285

DEWBERRY HOLLOW RESTRICTIONS

WHEREAS, Resort Centers, Inc., a Texas corporation, hereinafter referred to as "Developer", being the owner of a certain 187.6 acre tract of land situated in Kerr County, Texas, hereinafter referred to as "Subdivision", in order to carry out a uniform plan for the improvement and development of said Subdivision and in order to promote the construction of desirable residences, harmony in their character, suitability for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of the purchasers of a part of the land in said Subdivision, and to enhance the value of said land, Developer hereby adopts, impresses and promulgates the following condition, covenants, easements and restrictions, hereinafter referred to as "Restrictions", as follows:

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to Lots Numbers One (1) through Thirty-three (33) of Dewberry Hollow Section One according to the plat and plan thereof and recorded in the Plat Records of Kerr County, Texas, in Vol. 3, Page 89, to which plat and its record reference is here made for all purposes, and each and every lot that may be hereafter platted and made applicable hereto, shall be deemed and held to have been executed, delivered and accepted subject to all such Restrictions hereinafter set forth, regardless of whether or not such restrictions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

DEDICATION

2. The streets and roads shown on said recorded plat and those which may hereafter be constructed in said Subdivision are dedicated to the use of the public. The utility easements are dedicated subject to the reservations hereinafter set forth.

EASEMENTS AND RIGHTS-OF-WAY

3. a. Developer reserves and retains a perpetual easement and right-of-way ten (10) feet in width on each side of all lots in the Subdivision for the purpose of installing, erecting, laying, inspecting and/or maintaining gas, water, sanitary sewers, storm sewers, electric and power lines, telephone lines, television cable lines, and any other utility or service which Developer might find proper or necessary.

b. 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 Developer or any such public utility companies upon, under, along, across or through such public utility easements; and the right (but without obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to Developer, its successors and assigns.

c. Neither the Developer, nor its successors or assigns, using said utility easement areas shall be liable for any damage done by any of such parties, or their agents, or employees, to shrubbery, trees, flowers, or other property of the owner situated on land covered by such utility easements. Developer reserves the right to make minor changes in such easement areas.

d. Developer reserves and retains a perpetual easement and right-of-way ten (10) feet in width above the high water mark on each side of all lakes, streams or other bodies of water, now existing or which may hereafter exist, in the Subdivision, for the purpose of cleaning, repairing and damming said lakes, streams or other bodies of water.

DURATION

4. The provisions hereof shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it, for a period of twenty-five (25) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such of the foregoing stated periods, the then owners of at least seventy-five (75) per cent of the lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid twenty-five (25) year period or any successive ten (10) year period thereafter; and provided, further, however, that this instrument and the Restrictions set forth herein may be repealed or altered, and additional Restrictions may be adopted at any time with the concurrence of the Developer, its successors or assigns, and the owners of at least seventy-five per cent (75%) of the lots in the Subdivision, but such amendment shall not become effective until filed in the Deed Records of Kerr County, Texas.

ENFORCEMENT-PARTIAL INVALIDITY

5. a. Such Restrictions shall be enforceable by injunction or any other remedy provided by law by the Developer, its successors and assigns, or any person who shall own any lot within the Subdivision.
- b. The invalidation of any portion of the provisions hereof, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, shall not affect, alter or impair any other provision hereof which has not thereby been held invalid; and any such other provisions shall remain in full force and effect and be binding in accordance with their terms.

GENERAL RESTRICTIONS

6. a. USE-No lot shall be used and/or occupied except for residential purposes. The term "residential" is used in contradiction to the terms "business" and "commercial". No business or commercial venture may be operated from any residence without prior written consent of the Developer. No lot may be sub-divided. One residence only shall be constructed on any lot, excepting only bona fide servants quarters adjacent to or forming a part of the original residence, said servants quarters not to exceed the main residence in area. No tent or shack or other structure of a temporary character shall be placed, erected or permitted to remain on any lot in the Subdivision. No mobile home, house trailer, camper trailer or camper vehicle shall be used for residential purposes thereon.
- b. SIZE AND STRUCTURE-No residence shall exceed two standard stories in height. Residences not exceeding one standard story in height shall contain not less than 1100 square feet of enclosed living area on the ground floor and those exceeding one standard story in height shall contain not less than 700 square feet of enclosed living area on the ground floor. Living areas are computed exclusive of garages, carports and open porches. Residences shall be single-family dwellings and constructed of permanent building type materials of usual or general use in the construction of the same. No structure shall be moved onto any property without the prior written consent of Developer.
- c. PLANS AND CONSTRUCTION-Prior to the construction or erection of any structure on any lot, including sewage disposal systems, the plans of construction shall be submitted to and approved by the BUILDING BOARD of Developer which is composed of James E. Keith, A. W. Hindman and James J. Vogel, their heirs, executors, administrators, successors, and assigns, or designees in writing. All construction shall be diligently prosecuted and completed before the expiration of 180 days from the date of commencement.
- d. SEWAGE SYSTEM-All residences shall be equipped with an underground sewer system which will meet in all respects the requirements of the Public Health Department of the State of Texas and the County of Kerr. No such sewage disposal system shall be constructed between any residence and the shores of any lake, stream or other body of water in the Subdivision. No outside toilets shall be permitted on any lot.
- e. SET BACK-All residences or other structures must be set back at least twenty-five (25) feet from the boundary line of any street or road in the Subdivision.
- f. ANIMALS-No animals other than dogs, cats or other common household pets shall be kept on any property in the Subdivision. No commercial use for the breeding or keeping of any animal is permitted.
- g. FIREARMS-No hunting is permitted within the Subdivision. No firearms or other devices capable of killing or injuring shall be discharged within the boundaries of the Subdivision.
- h. GARBAGE-TRASH-Garbage shall not be permitted to accumulate, be burned or disposed of within the Subdivision, but wood, leaves, paper and other readily combustible trash may be burned provided the same is

burned in an enclosed incinerator approved by the BUILDING BOARD and does not create a fire hazard.

1. INSPECTION-Developer reserves the right to inspect the property at all reasonable times for fire hazards, restriction violations and the like, at no liability to Developer.

EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

WITNESS our hands on this the 17th day of APRIL, 1972.

ATTEST:

RESORT CENTERS, INC.

James J. Vogel, Secretary

By: James E. Keith, President

THE STATE OF TEXAS

Filed 18 Day of April A.D. 1972
EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By: Betty L. Ladd Deputy

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared JAMES E. KEITH, President, of RESORT CENTERS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said RESORT CENTERS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 17th day of April, 1972.

James E. Keith
Notary Public in and for Harris
County, Texas.

Filed for record April 18, 1972 at 1:00 o'clock P. M.
Recorded April 20, 1972
EMMIE M. MUENKER, Clerk

By: Margaret M. Muenker Deputy

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

The restrictions to all that certain real property,
located in Kerr County, Texas, described as follows,

All that certain subdivision consisting of Lots
1-33, being all of Dewberry Hollow, Section One,
a subdivision of record in Volume 3, Page 89 of
the Plat Records of Kerr County, to which Plat
and its record reference is here made for all
purposes,

are hereby amended as follows.

The Dewberry Hollow Restrictions previously filed and
recorded in Volume 155, Page 25 of the Deed Records of Kerr
County, Texas are hereby amended for Paragraphs 1 through 6(i)
from this day forward to be read as follows:

"In order to carry out a general plan of development and
to preserve the character and natural beauty of Dewberry Hollow
Subdivision, a subdivision of record in Volume 3, Page 89 of the
Plat Records of Kerr County, Texas, to which Plat and its record
reference is here made for all purposes, the Developer hereby
adopts, impresses and promulgates the following conditions,
covenants, easements, and restrictions as follows:

Definitions

I.

"Developer" shall mean or refer to BLT INVESTMENTS, a
Texas General Partnership, consisting of DAVID P. BRADEN, JR.,
REGINALD A. TUCK, and DAVID LEHMANN, their heirs, assigns, or
successors, whether one or more persons or entities.

II.

"Owner" shall mean or refer to the record owner, whether
one or more persons or entities, of the fee simple title to any
tract or portion of a tract.

III.

"Tract" shall mean or refer to the lot, acreage of land,
conveyed to Owner, his or her executor, beneficiaries or assigns.

1. That these covenants are to run with the land and shall be binding on the Owner and all persons claiming under him or her until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in this development, it is agreed to change said covenants in whole or in part.

2. Non Commercial Use Of Tracts. None of said Tract, or the improvements erected thereon, shall be used for any purpose other than a private family residence with the usual and customary accessory buildings, such as, but not limited to, garage, guest cottage and servant's quarters. No Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.

3. Construction Of Buildings And Other Structures. All buildings and structures on each Tract shall be architecturally acceptable by the Developer or his assigns. No unpainted metal or fiberglass structures shall be placed on any of said Tracts for use as an accessory building. No tent, or sub-standard structure of any character may be placed, constructed or maintained on any said Tracts. Mobile homes of at least 700 square feet interior floor space shall be allowed. Any mobile home in Dewberry Hollow shall have suitable skirting of a similar or complementary material. Variances in the above restrictions may be allowed by written permission of Developer.

4. Setback Lines. The minimum depth of building setback lines from the roads fronting the tracts in Dewberry Hollow shall be not less than twenty-five (25) feet and not less than six (6) feet from side tract lines. Any construction of roads, driveways or culverts within the main road easement shall be to Kerr County specifications. There can be no variations unless permission is

granted in writing by the Developer or his assigns.

5. Animals And Hunting. No animals except household pets shall be allowed and specifically no swine shall be permitted. NO HUNTING OF ANY NATURE WILL BE ALLOWED.

6. Sanitation And Sewerage. 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 or into the surface, alleys, ditches or water bodies. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

7. Trash And Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the Owner is ready to commence improvements, and then such materials shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. Absolutely no unused, abandoned or wrecked vehicles will be allowed on any lot in Dewberry Hollow.

8. Signs. No signs or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet. This does not apply to the initial sale of the tracts by the Developer or his assigns.

9. Subdividing. No Tract, as that term is defined herein, may be re-subdivided by the Owner without consent of the Developer in writing.

10. Separability Of All Terms And Provisions. If any term or provision of this instrument, or the application thereof, shall be held invalid, all other terms and provisions of this instrument, or the application thereof, shall not be affected thereby nor shall any failure of the Developer to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term

or provision.

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11. Enforcement. The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees. *

12. Interpretation. The right is exclusively and expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions, but such right shall be without prejudice to the rights of enforcement prescribed in the paragraph 11 above.

13. Abatement And Removal Of Violation. Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

14. Easements. Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, down-guys, and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right to ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any Owner's side and rear property lines in case of fractional tracts.

It is understood and agreed that it shall not be considered a violation of the provisions of this easement if wires or cables carried by such pole lines pass over some portion of

said tracts not within the ten (10) foot wide strip as long as such lines do not prevent the construction of buildings on any tracts in this development.

The above restrictions, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to cumulative by said Developer or any person who may purchase or own any tract or parcel of land situated in Dewberry Hollow.

The above mentioned Amendment is hereby adopted by BLT INVESTMENTS, the sole Owner of 100% of the above-described property, pursuant to Paragraph 4, Page 2 of the Dewberry Hollow Restrictions of record in Volume 155, Page 25 of the Deed Records of Kerr County, Texas.

EXECUTED this 28th day of January, 1986.

BLT INVESTMENTS

BY: David P. Braden, Jr.

DAVID P. BRADEN, JR.

BY: Reginald A. Tuck

REGINALD A. TUCK

BY: David Lehmann

DAVID LEHMANN

STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID P. BRADEN, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such instrument was executed for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of January, 1986.

Janet L. Espelita
Notary Public in and for
the State of Texas

My commission expires: 10.22.86
Janet L. Espelita
Notary's printed name

STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared REGINALD A. TUCK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such instrument was executed for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of January, 1986.

Janet L. Espeleta
Notary Public in and for
the State of Texas

My commission expires: 10-22-86

JANET L. ESPELETA
Notary's printed name

STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID LEHMANN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such instrument was executed for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of January, 1986.

Janet L. Espeleta
Notary Public in and for
the State of Texas

My commission expires: 10-22-86

JANET L. ESPELETA
Notary's printed name

After recording, return to:

BLT Investments
P.O. Box 923
Kerrville, Texas 78029

Filed by: [illegible]

FILED Jan 28 1986 AD 11
PATRICIA DILL
Clerk County Court, Kerr County, Texas

WARRANTY DEED

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

THAT B.L.T. INVESTMENTS, a Texas General Partnership composed of DAVID P. BRADEN, JR., DAVID LEHMANN and REGINALD A. TUCK, of the County of Kerr, and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto A&M INVESTMENT COMPANY, of the County of Bexar and State of Texas, (hereinafter "Grantee", whether one or more), all of the surface only of the following described real property in Kerr County, Texas, to-wit:

TRACT ONE

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being all of Lot Nos. 8, 18, 41, 46, 48, 53, 54, 55, 58, 62, 63, 64, 66, 68, 71, 72, 73, 74 and 77, Woodcreek, Section One, a subdivision in Kerr County, Texas, and being more particularly described with plat referenced in Exhibit "A" attached hereto and herein incorporated as if copied herein verbatim.

TRACT TWO

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being all of Lot Nos. 12, 13, 14, 23, 35, 36, 60 and 66, Woodcreek, Section Two, a subdivision in Kerr County, Texas, and being more particularly described with plat referenced in Exhibit "A" attached hereto and herein incorporated as if copied herein verbatim.

TRACT THREE

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being all of Lot Nos. 1, 2, 3, 4, 5, 6, 10, 11, 13, 14, 15, 16, 17, 18 and 19, of Dewberry Hollow, Section One, a subdivision in Kerr County, Texas, and being more particularly described with plat referenced in Exhibit "A" attached hereto and herein incorporated as if copied herein verbatim.

SAVE AND EXCEPT:

0.282 of one acre out of and a part of that certain 1.38 acre tract of land, said tract being Lot 1, Dewberry Hollow, Section One according to plat thereof recorded in Volume 3, Page 89 of the Plat Records of Kerr County, Texas, which was deeded to the State of Texas in Volume 190, Page

422, Deed Records of Kerr County, Texas.

0.197 of one acre out of and a part of that certain 1.19 acre tract of land, said tract being Lot 2, Dewberry Hollow, Section One according to the plat thereof recorded in Volume 3, Page 89, Plat Records of Kerr County, Texas, which was deeded to the State of Texas in Volume 190, Page 418, Deed Records of Kerr County, Texas.

0.237 of one acre of land, more or less, out of and a part of that 1.19 acre tract of land, said tract being Lot 3, Dewberry Hollow, Section One according to the plat thereof recorded in Volume 3, Page 89, Plat Records of Kerr County, Texas, which was deeded to the State of Texas in Volume 190, Page 414, Deed Records of Kerr County, Texas.

0.290 of one acre of land, more or less, out of and a part of that certain 1.30 acre tract of land, said tract being Lot 4, Dewberry Hollow, Section One according to the plat thereof recorded in Volume 3, Page 89, Plat Records of Kerr County, Texas, which was deeded to the State of Texas in Volume 190, Page 410, Plat Records of Kerr County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 27th day of January, 1989.

B.L.T. INVESTMENTS, A TEXAS
GENERAL PARTNERSHIP

BY:

David P. Braden, Jr.
DAVID P. BRADEN, JR., GENERAL
PARTNER AND INDIVIDUALLY

BY:

David Lehmann
DAVID LEHMANN, GENERAL PARTNER
AND INDIVIDUALLY

BY:

Reginald A. Tuck
REGINALD A. TUCK, GENERAL
PARTNER AND INDIVIDUALLY

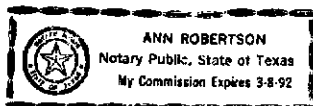
Mailing address of each Grantee:

A&M Investment Company
1250 N.E. Loop 410, #520
San Antonio, Texas 78209

STATE OF TEXAS §
COUNTY OF KERR §

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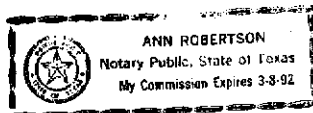
This instrument was acknowledged before me on the 27th
day of January, 1989 by DAVID P. BRADEN, JR., General Partner
and Individually of B.L.T. INVESTMENTS.



Ann Robertson
Notary Public, State of Texas
My commission expires: _____
Notary's printed name

STATE OF TEXAS §
COUNTY OF KERR §

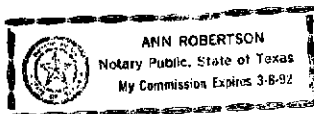
This instrument was acknowledged before me on the 27th
day of January, 1989 by DAVID LEHMANN, General Partner and
Individually of B.L.T. INVESTMENTS.



Ann Robertson
Notary Public, State of Texas
My commission expires: _____
Notary's printed name

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 27th
day of January, 1989 by REGINALD A. TUCK, General Partner and
Individually of B.L.T. INVESTMENTS.



Ann Robertson
Notary Public, State of Texas
My commission expires: _____
Notary's printed name

AFTER RECORDING RETURN TO:

A&M Investment Company
1250 N.E. Loop 410, #520
San Antonio, Texas 78209

PREPARED IN THE LAW OFFICE OF:

Robert J. Parmley
222 Sidney Baker South, Suite 615
Kerrville, Texas 78028

FILED FOR RECORD
at 3:55 o'clock P M

JAN 30 1989

PATRICIA DYE
County Clerk, Kerr County, Texas
Patricia Dye
Deputy

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TRACT ONE

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being all of Lot Nos. 8, 18, 41, 46, 48, 53, 54, 55, 58, 62, 63, 64, 66, 68, 71, 72, 73, 74 and 77, Woodcreek Subdivision, Section One, according to the plat thereof of record in Volume 4, Page 285, Plat Records of Kerr County, Texas.

This conveyance is made and accepted SUBJECT TO the following easements and reservations, but only to the extent that the same are valid and affect the tract herein conveyed:

1. Restrictions and easements of record in Volume 293, Page 136 of the Deed Records of Kerr County, Texas.
2. Reservation of a 1/16th non-participating royalty interest retained in deed dated May 5, 1971, recorded in Volume 149, Page 192 of the Deed Records of Kerr County, Texas, executed by Robert L. Spicer, et ux, to Upper Guadalupe Investment Co., Inc.
3. Easement, dated October 23, 1984, executed by B.L.T. Investments, et al, to Kerrville Telephone Co., recorded in Volume 19, Page 623, Easement Records of Kerr County, Texas.
4. Easements as per plat dated November 29, 1971, recorded in Volume 3, Page 85, of the Plat Records of Kerr County, Texas.
5. Easements as per plat dated January 13, 1972, recorded in Volume 3, Page 89 of the Plat Records of Kerr County, Texas.
6. Easements and Restrictions as per plat dated September 2, 1982, recorded in Volume 4, Page 285 of the Plat Records of Kerr County, Texas.
7. Easement retained in deed dated March 3, 1972, recorded in Volume 154, Page 563 of the Deed Records of Kerr County, Texas, executed by Upper Guadalupe Investment Co., Inc., a Texas corporation to Resort Centers, Inc.
8. Easements retained in Assignment of Contract For Deed dated January 15, 1972, recorded in Volume 153, Page 541 of the Deed Records of Kerr County, Texas, executed by James E. Keith, et ux, to A. W. Hindman, to Resort Centers, Inc., a Texas corporation.
9. Easement to Kerrville Telephone Company, dated February 3, 1983, recorded in Volume 16, Page 243 of the Easement Records of Kerr County, Texas.
10. Any restrictions, reservations, easements, and rights of way properly of record with the office of the County Clerk of Kerr County, Texas, and any visible and/or apparent roadways, or easements over or across the subject property.
11. Utility Easement and Covenant of Access to Bandera Electric Cooperative, Inc., dated October 6, 1986, recorded in Volume 23, Page 200, Easement Records of Kerr County, Texas as to Lot 8, Woodcreek Section One.
12. Easement and rights-of-way contained in that certain Contract for Deed, dated September 29, 1971, recorded in Volume 153, Page 559, Deed Records of Kerr County, Texas.

13. Easements and rights-of-way contained in that certain Assignment and Assumption of Contract for Deed from Resort Centers, Inc. to Manufacturing Facilities Corporation, dated June 21, 1982, recorded in Volume 279, Page 573, Deed Records of Kerr County, Texas.
14. Easement and rights-of-way contained in that certain Assignment and Assumption of Contract for Deed, dated December 31, 1982, recorded in Volume 279, Page 606, Deed Records of Kerr County, Texas.
15. Reservation of all oil, gas and other minerals, together with the right of ingress and egress in a Warranty Deed from Energy/Land, Inc. to B.L.T. Investments, of record in the Deed Records of Kerr County, Texas.
16. All of the applicable Woodcreek, Section One restrictions, covenants, and conditions, a copy of which is marked as Exhibit "B", and is incorporated herein and made a part hereof for all purposes, and the same shall be binding upon the Grantees, their heirs and assigns, and all persons claiming under the Grantees.

TRACT TWO

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being Lot Nos. 12, 13, 14, 23, 35, 36, 60 and 66, Woodcreek Subdivision, Section Two, according to the plat thereof of record in in Volume 5, Page 49, Plat Records of Kerr County, Texas.

This conveyance is made and accepted SUBJECT TO the following easements and reservations, but only to the extent that the same are valid and affect the tract herein conveyed:

1. Reservation of a 1/16th non-participating royalty interest retained in deed dated May 5, 1971, recorded in Volume 149, Page 192 of the Deed Records of Kerr County, Texas, executed by Robert L. Spicer, et ux, to Upper Guadalupe Investment Co., Inc.
2. Easement, dated October 23, 1984, executed by B.L.T. Investments, et al, to Kerrville Telephone Co., recorded in Volume 19, Page 623, Easement Records of Kerr County, Texas.
3. Restrictions of record in Volume 5, Page 14 and Volume 5, Page 49 of the Plat Records of Kerr County, Texas.
4. Easements as per plat dated June 16, 1983, recorded in Volume 5, Page 14 and replat recorded in Volume 5, Page 49 of the Plat Records of Kerr County, Texas.
5. Easement retained in deed dated March 3, 1972, recorded in Volume 154, Page 563 of the Deed Records of Kerr County, Texas, executed by Upper Guadalupe Investment Co., Inc., a Texas corporation to Resort Centers, Inc.
6. Easements retained in Assignment of Contract For Deed dated January 15, 1972, recorded in Volume 153, Page 541 of the Deed Records of Kerr County, Texas, executed by James E. Keith, et ux, to A. W. Hindman, to Resort Centers, Inc., a Texas corporation.
7. Easement to Kerrville Telephone Company, dated February 3, 1983, recorded in Volume 16, Page 243 of the Easement Records of Kerr County, Texas.
8. Any restrictions, reservations, easements, and rights of

13. Easements and rights-of-way contained in that certain Assignment and Assumption of Contract for Deed from Resort Centers, Inc. to Manufacturing Facilities Corporation, dated June 21, 1982, recorded in Volume 279, Page 573, Deed Records of Kerr County, Texas.
14. Easement and rights-of-way contained in that certain Assignment and Assumption of Contract for Deed, dated December 31, 1982, recorded in Volume 279, Page 606, Deed Records of Kerr County, Texas.
15. Reservation of all oil, gas and other minerals, together with the right of ingress and egress in a Warranty Deed from Energy/Land, Inc. to B.L.T. Investments, of record in the Deed Records of Kerr County, Texas.
16. All of the applicable Woodcreek, Section One restrictions, covenants, and conditions, a copy of which is marked as Exhibit "B", and is incorporated herein and made a part hereof for all purposes, and the same shall be binding upon the Grantees, their heirs and assigns, and all persons claiming under the Grantees.

TRACT TWO

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being Lot Nos. 12, 13, 14, 23, 35, 36, 60 and 66, Woodcreek Subdivision, Section Two, according to the plat thereof of record in in Volume 5, Page 49, Plat Records of Kerr County, Texas.

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2. Easement, dated October 23, 1984, executed by B.L.T. Investments, et al, to Kerrville Telephone Co., recorded in Volume 19, Page 623, Easement Records of Kerr County, Texas.
3. Restrictions of record in Volume 5, Page 14 and Volume 5, Page 49 of the Plat Records of Kerr County, Texas.
4. Easements as per plat dated June 16, 1983, recorded in Volume 5, Page 14 and replat recorded in Volume 5, Page 49 of the Plat Records of Kerr County, Texas.
5. Easement retained in deed dated March 3, 1972, recorded in Volume 154, Page 563 of the Deed Records of Kerr County, Texas, executed by Upper Guadalupe Investment Co., Inc., a Texas corporation to Resort Centers, Inc.
6. Easements retained in Assignment of Contract For Deed dated January 15, 1972, recorded in Volume 153, Page 541 of the Deed Records of Kerr County, Texas, executed by James E. Keith, et ux, to A. W. Hindman, to Resort Centers, Inc., a Texas corporation.
7. Easement to Kerrville Telephone Company, dated February 3, 1983, recorded in Volume 16, Page 243 of the Easement Records of Kerr County, Texas.
8. Any restrictions, reservations, easements, and rights of

way of record with the office of the County Clerk of Kerr County, Texas, and any visible and/or apparent roadways or easements over or across subject property.

9. Easement and rights-of-way contained in that certain Contract for Deed dated September 29, 1971, recorded in Volume 153, Page 559, Deed Records of Kerr County, Texas.
10. Easements and rights-of-way contained in that certain Assignment and Assumption of Contract for Deed from Resort Centers, Inc. to Manufacturing Facilities Corporation, dated June 21, 1982, recorded in Volume 279, Page 573, Deed Records of Kerr County, Texas.
11. Easement and rights-of-way contained in that certain Assignment and Assumption of Contract for Deed, dated December 31, 1982, recorded in Volume 279, Page 606, Deed Records of Kerr County, Texas.
12. Easements as per plat dated November 29, 1971, recorded in Volume 3, Page 85, Plat Records of Kerr County, Texas.
13. Reservation of all oil, gas and other minerals, together with the right of ingress and egress in a Warranty Deed from Energy/Land, Inc. to B.L.T. Investments, of record in the Deed Records of Kerr County, Texas.
14. All of the applicable Woodcreek, Section One restrictions, covenants, and conditions, a copy of which is marked as Exhibit "B", and is incorporated herein and made a part hereof for all purposes, and the same shall be binding upon the Grantees, their heirs and assigns, and all persons claiming under the Grantees.

TRACT THREE

All those certain tracts or parcels of land, being all of Lot Nos. 1, 2, 3, 4, 5, 6, 10, 11, 13, 14, 15, 16, 17, 18 and 19, of Dewberry Hollow, Section One, a subdivision of record in Volume 3, Page 89 of the Plat Records of Kerr County, Texas.

SAVE AND EXCEPT:

0.282 of one acre out of and a part of that certain 1.38 acre tract of land, said tract being Lot 1, Dewberry Hollow Section One according to plat thereof recorded in Volume 3, Page 89 of the Plat Records of Kerr County, Texas, which was deeded to the State of Texas in Volume 190, Page 422, Deed Records of Kerr County, Texas.

0.197 of one acre out of and a part of that certain 1.19 acre tract of land, said tract being Lot 2, Dewberry Hollow Section One according to the plat thereof recorded in Volume 3, Page 89, Plat Records of Kerr County, Texas, which was deeded to the State of Texas in Volume 190, Page 418, Deed Records of Kerr County, Texas.

0.237 of one acre of land, more or less, out of and a part of that 1.19 acre tract of land, said tract being Lot 3, Dewberry Hollow Section One according to the plat thereof recorded in Volume 3, Page 89, Plat Records of Kerr County, Texas, which was deeded to the State of Texas in Volume 190, Page 414, Deed Records of Kerr County, Texas.

0.290 of one acre of land, more or less, out of and a part of that certain 1.30 acre tract of land, said tract being Lot 4, Dewberry Hollow Section One according to the plat thereof recorded in Volume 3, Page 89, Plat Records of Kerr County, Texas, which was deeded to the State of Texas in Volume 190, Page 410, Plat Records of Kerr County, Texas.

This conveyance is made and accepted SUBJECT TO the following easements and reservations, but only to the extent that the same are valid and affect the tract herein conveyed:

1. Restrictions of record in Volume 153, Page 559, Volume 155, Page 25, Volume 279, Page 573 and Volume 360, Page 800 of the Deed Records of Kerr County, Texas.
2. Easement, dated October 23, 1984, executed by B.L.T. Investments, et al, to Kerrville Telephone Co., recorded in Volume 19, Page 623, Easement Records of Kerr County, Texas.
3. Reservation of a non-participating royalty interest equal to an undivided 1/16th of all the oil, gas and other minerals as set out in Deed recorded in Volume 149, Page 192 of the Deed Records of Kerr County, Texas, executed by Robert L. Spicer, et ux, to Upper Guadalupe Investment Co., Inc.
4. Right-of-way Agreement to Bandera Electric Cooperative, Inc. recorded in Volume 8, Page 62 of the Easement Records of Kerr County, Texas.
5. Easements as per plat, dated January 13, 1972, recorded in Volume 3, Page 89 and as per Plat, dated November 29, 1971, recorded in Volume 3, Page 85 of the Plat Records of Kerr County, Texas.
6. Easement retained in Deed dated March 3, 1972, recorded in Volume 154, Page 563, Deed Records of Kerr County, Texas, executed by Upper Guadalupe Investment Co., Inc., a Texas Corporation, to Resort Centers, Inc.
7. Easement to Kerrville Telephone Co., dated February 3, 1983, recorded in Volume 16, Page 243, Easement Records of Kerr County, Texas.
8. Easements and rights-of-way contained in that Contract For Deed dated September 29, 1971 recorded in Volume 153, Page 559 and Volume 279, Page 594 of the Deed Records of Kerr County, Texas.
9. Easements retained in Assignment Of Contract For Deed, dated January 15, 1972, executed by James E. Keith, et al, and Resort Centers, Inc., recorded in Volume 153, Page 541, Deed Records of Kerr County, Texas.
10. Any restrictions, reservations, easements, and rights of way properly of record in the office with the County Clerk of Kerr County, Texas, and any visible and/or apparent roadways or easements over or across the subject property.
11. Easement and rights-of-way contained in that certain Contract for Deed dated September 29, 1971, recorded in Volume 153, Page 559, Deed Records of Kerr County, Texas.
12. Easements and rights-of-way contained in that certain Assignment and Assumption of Contract for Deed from Resort Centers, Inc. to Manufacturing Facilities Corporation, dated June 21, 1982, recorded in Volume 279, Page 573, Deed Records of Kerr County, Texas.
13. Easement and rights-of-way contained in that certain Assignment and Assumption of Contract for Deed, dated December 31, 1982, recorded in Volume 279, Page 606, Deed Records of Kerr County, Texas.
14. Reservation of all oil, gas and other minerals, together

with the right of ingress and egress in a Warranty Deed from Energy/Land, Inc. to B.L.T. Investments, of record in the Deed Records of Kerr County, Texas.

15. All of the applicable Woodcreek, Section One restrictions, covenants, and conditions, a copy of which is marked as Exhibit "B", and is incorporated herein and made a part hereof for all purposes, and the same shall be binding upon the Grantees, their heirs and assigns, and all persons claiming under the Grantees.

RECORDED IN Real Property
 FILE DATE: January 30, 1989
 FILE TIME: 3:55 CLOCK P M
 VOL. 498 PAGE 2
 RECORDING DATE

Any person who records this instrument with the intent to defraud or to obstruct justice shall be liable to the State of Texas for a fine of not more than \$10,000 and imprisonment for not more than 10 years.
 I hereby certify that this instrument was FILED in File Number on the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

FEB 7 1989



PATRICIA DYE
 COUNTY CLERK, KERR COUNTY
 BY Patricia Dye
 Deputy

FEB 7 1989



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

RESTRICTIONS FOR WOODCREEK ESTATES SECTION ONE (1)
AND TWO (2), AND DEWBERRY HOLLOW, SECTION ONE (1)

In order to fulfill a general plan of development and preserve the character and natural beauty of this land, it was declared that the land described as "Woodcreek Estates, Section One (1) and Two (2), and Dewberry Hollow, Section One (1)", a subdivision in Kerr County, Texas, shall be, and is, subject to these covenants hereby set forth by B.L.T. Investments, herein called "SELLER", and said land shall be owned, held, acquired and accepted by the owners and purchasers thereof, herein called "PURCHASER" (whether one or more), subject to these restrictions and conditions upon the premises hereby contracted for as follows:

"Tract" shall mean and refer to the lot, acreage of land conveyed or contracted for by the Purchaser, his executor, beneficiaries or assigns.

1. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years, unless a vote of the then owners of the majority of the land in the development, it is agreed to change said covenants in whole or in part.
2. No Commercial Use of Tracts. None of said Tracts, or the improvements erected thereon, shall be used for any purpose other than a private family residence with the usual and customary accessory buildings, such as, but not limited to, garage, guest cottage and servant's quarters. No Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a Purchaser from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.
3. Construction of Buildings and Other Structures. All buildings and structures on each Tract shall be architecturally acceptable by the Seller or his assigns. No unpainted metal or fiberglass structures shall be placed on any of said Tracts for use as an accessory building. No tent, or substandard structure of any character may be placed, constructed or maintained on any said Tracts, mobile homes of at least 700 square feet interior floor space shall be allowed. Any mobile home in Woodcreek shall have suitable skirting of a similar or complementary material. Variances in the above restrictions may be allowed by written permission of Seller.
4. Setback Lines. The minimum depth of building setback lines from the roads fronting the Tracts in Woodcreek shall be not less than twenty-five (25') feet and not less than six (6') feet from side tract lines. Any construction of roads, driveways or culverts within the main road easement shall be to Kerr County specifications. There can be no variations unless permission is granted in writing by the Seller or their assigns.
5. Animals and Hunting. No animals except household pets shall be allowed and specifically no swine shall be permitted. NO HUNTING OF ANY NATURE WILL BE ALLOWED.
6. Sanitation and Sewerage. No outside toilets will be permitted and no installations of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. All

State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

7. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and that such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. Absolutely no unused, abandoned or wrecked vehicles will be allowed on any lot in Woodcreek.
8. Signs. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet. This does not apply to the initial sale of the tracts by the Seller or their assigns.
9. Subdividing. No Tract, as that term is defined herein, may be re-subdivided by the Purchaser or owner without consent of the Seller in writing.
10. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Seller to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.
11. Enforcement. The Seller and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.
12. Interpretation. The right is exclusively and expressly reserved to the Seller and their heirs and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in the paragraph 11 above.
13. Abatement and Removal of Violation. Violation of any restriction or condition or breach of any covenant herein contained shall give the Seller or their agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Perpetual easements are reserved along and within (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right to ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any owners side and rear property lines in case of fractional tracts.

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It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said tracts not within the 10 foot wide strip as long as such lines do not prevent the construction of buildings on any tracts in this development.

The above restrictions, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative by said Seller or any person who may purchase or own any tract or parcel of land situated in the subdivisions.

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WARRANTY DEED

FILED FOR RECORD

at 3:55 o'clock *P* M

JAN 30 1989

PATRICIA DYE

Patricia Dye
Clerk County Court, Kerr County, Texas
Deputy

ROBERT J. PARMLEY

ATTORNEY AT LAW
BANK OF KERRVILLE TOWER
222 SIDNEY BAKER SOUTH, SUITE 615
KERRVILLE, TEXAS 78028

(512) 896-4900

Filed By
Kerrville Title Company