

SADDLEWOOD ESTATES SECTION TWO RESTRICTIONS

Volume 860, Page 805, Real Property Records of Kerr County, Texas; Volume 861, Page 633, Real Property Records of Kerr County, Texas; Volume 1050, Page 507, Real Property Records of Kerr County, Texas; Volume 1063, Page 660, Real Property Records of Kerr County; Volume {PR,"insert volume number of appropriate plat",IN1,2}, Page {PR,"insert page number of plat",IN1,1}, Plat Records of Kerr County, Texas; Volume 1081, Page 9, 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

- Right-of-Way Easement dated May 11, 1962 to L.C.R.A recorded in Volume 3, Page 522, Easement Records of Kerr County, Texas.
- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from A.F. Jackson, III to Wilfred L. Doherty and wife, Elizabeth F. Doherty, dated July 18, 1975, recorded in Volume 181, Page 141, 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.
- Electric Line Easement and Right-Of-Way dated October 6, 1989 to Kerrville Public Utility Board, recorded in Volume 525, Page 571, Real Property Records of Kerr County, Texas.
- Residents' easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, recorded in Volume 861, Page 633, Real Property Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions dated July 25, 1996, recorded in Volume 861, Page 633, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated July 25, 1996, recorded in Volume 861, Page 633, Real Property Records of Kerr County, Texas; and supplemented by Supplemental Declaration recorded in Volume 1081, Page 9, Real Property Records of Kerr County, Texas.
- Easements per plat recorded in Volume {PR,"insert volume number of appropriate plat",IN1,6}, Page {PR,"insert page number of appropriate plat",IN1,1}, Plat Records of Kerr County, Texas.
- Right Of Way Easement dated April 13, 2000 to Central Texas Electric Cooperative, Inc., recorded in Volume 1086, Page 2, Real Property Records of Kerr County, Texas.
- Assignment of Title to Underground Facilities dated September 15, 2000 to The Kerrville Telephone Company, recorded in Volume 1088, Page 226, Real Property Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from Saddlewood Partners I, LTD. to {PR,"insert grantee for min reservation",ST1,6}, dated {PR,"insert date of min reservation",DT2,6}, recorded in Volume {PR,"insert volume for min reservation",IN1,6}, Page {PR,"insert page for min reservation",IN1,6}, {PR,"insert record type for 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.

STATE OF TEXAS
COUNTY OF KERR

**Saddlewood Estates,
Section Three**

Not for Record

No. 17-401 (N)

I hereby certify that streets, alleys and other improvements are shown in regular manner according to the General Specifications for the Subdivision of Lots in this jurisdiction, in Saddlewood Estates Section Three, as shown on the accompanying plat, and that the same are provided for in various grants by Act No. 122, Chapter 25, October 9, 1938.

John A. Smith, dated the 7th day of May, 1940.
John A. Smith, C. E., Director of Public Streets.

I hereby certify that the subdivision plat shown herein, has been prepared in accordance with the Subdivision Regulations for Kern County, Texas, and has been approved for recording in the office of the County Clerk.

John A. Smith, dated this 3rd day of May, 1940.
John A. Smith, C. E., Director of Public Streets.

City of Kern County, Texas
County Clerk

I hereby certify that the subdivision conforms to all requirements, Subdivision laws and regulations of Kern County.

John A. Smith, dated the 3rd day of May, 1940.
John A. Smith, C. E., Director of Public Streets.

The plat of Saddlewood Estates, Section Three, has been submitted to the Commissioners Court of Kern County, Texas, and is so approved by said Court for recording in the office of the County Clerk.

John A. Smith, dated the 3rd day of May, 1940.
John A. Smith, C. E., Director of Public Streets.

I hereby certify that the within confirms, in all requirements, of the
Subscription Rules & Regulations of Kere County
Fraktion: Fraktion ... dated: 13 May 1961 ... 4000
Fraktion: Fraktion ...

This plan of Saddlewood Estates, Section 1mu, has been submitted to and considered by the Commissioners Court of Kern County, 1945, and is approved by such Court for recording in the office of the County Clerk

[Signature] dated this 13 day of March, 2000
First Deputy County Judge

[illegible]

[Signature] dated this 17 day of Feb, 2008.
Scriba, Director, 911

I hereby certify that the literary assessment so specified by this bid meets with our approval.

James H. H. dated this 16th day of February, 1900.

David Aldrich, Kenneth Public Utility Board

dated this 18th day of February, 2000

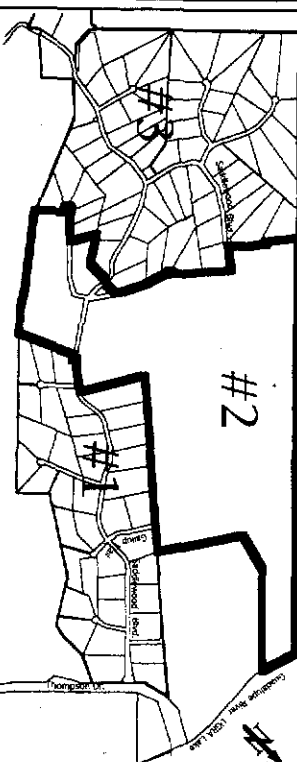
A. S. Barker dated this 16th day of February, 2000
 I, Barbara E. Barker, County Clerk of San Francisco
 County, California, do hereby certify that the within document is a true and correct copy of the original.

I hereby certify that the proposed submission is subject to, and is capable of complying with, the rules and requirements of the State of Texas and Kerr County for on-site sewage treatment. Any violations placed on sewage facilities in a jail, hotel, dorm, school, or other place of assembly shall be subject to the same rules and requirements as any other place of assembly. A permit to construct shall be required before the facility is used or operated.

Accepted for filing on 1/11/11 at the 15th day of February, 2000
Deposited Representative for the U.S. A. R. County OSSS

Rodolfo Dominguez dated this 15th day of February, 2000.

R. Charles Whitfield
dated this 15th day of FEBRUARY, 2000
Signed: _____
Floor Plan Administrator, U.S.R.A.

[illegible]

Dominyan & Assoc.
600 Sidney Smith Ave. Knoxville, TN 37903
Tel. 800 / 800 6666 Fax 800 / 800 6666

Vicinity Map
Scale 1" = 1000 feet

*Final Plat of
Saddlewood Estates,
Section 7, Twp.*

Saddlewood Partners I, Ltd.
Saddlewood I, L.C. General Partner
Mr. David M. Cummings, Jr., President
190 Fairway Drive
Kerrville, Texas 78028
Tel 830/257-7979

See additional sheets
for bearing, distances
and easements
February 4, 2000
Sheet 1 of 4

[illegible]

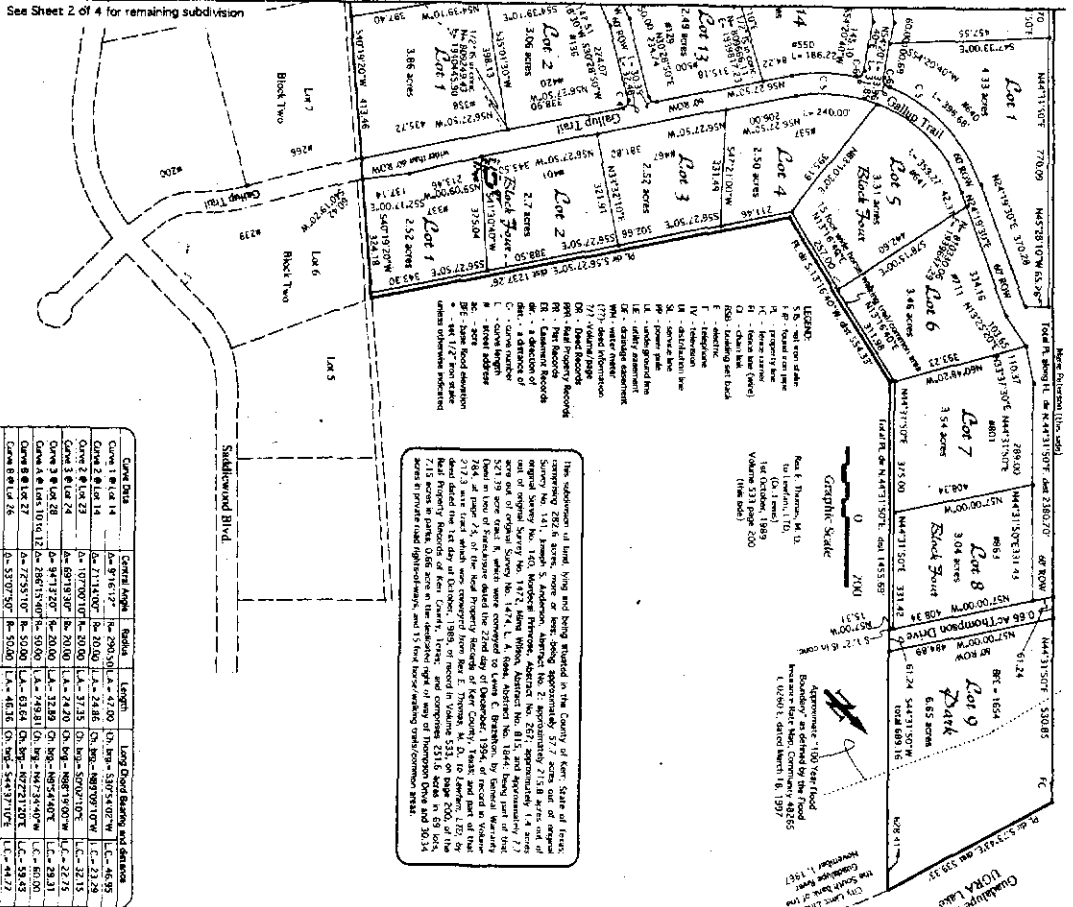
Vol. 6 pg. 319

*Final Plat of
Saddlewood Estates,
Section 7ua*

Scale 1" = 200 feet Sheet 2 of 4

Scale 1" = 200 feet Sheet 2 of 4

Sheet 2 of 4

[illegible][illegible]

*Final Plat of
Addlewood Estates,
Section 7, T4S
Scale 1" = 200 feet*

Scale 1" = 200 feet Sheet 3 of 4

4

Volume 7 Page 111

RESTRICTIONS:
The property described herein is Subdivided Estate Section Two, is hereby made subject to certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for the Subdivided Estate, Section Three recorded in Public Book 139, Page 153, the Property Record of Clark County, Texas.
The Subdivided Estate hereon is Lot 16, Block Six and Lot 14, Block Seven, from a plat of survey made pursuant to 1594, L.P. 16, Block Six and Lot 14, Block Seven, and hereby restricted such that no driveway may be placed on either Lot without Subdivided Estate's approval.

[illegible][illegible][illegible][illegible][illegible]

*Final Plat of
Saddlewood Estates,
Section 77A*

THE STATE OF TEXAS
THE COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS that Linda Davidson, Trustee, being the true holder of the power of sale in and to the Saddlewood Estates, Section One, Vol. 478, 317, and does hereby give of said premises (shown below) and agrees to all other matters stated therein.

Executed on this 15 day of Feb. AD 2000.

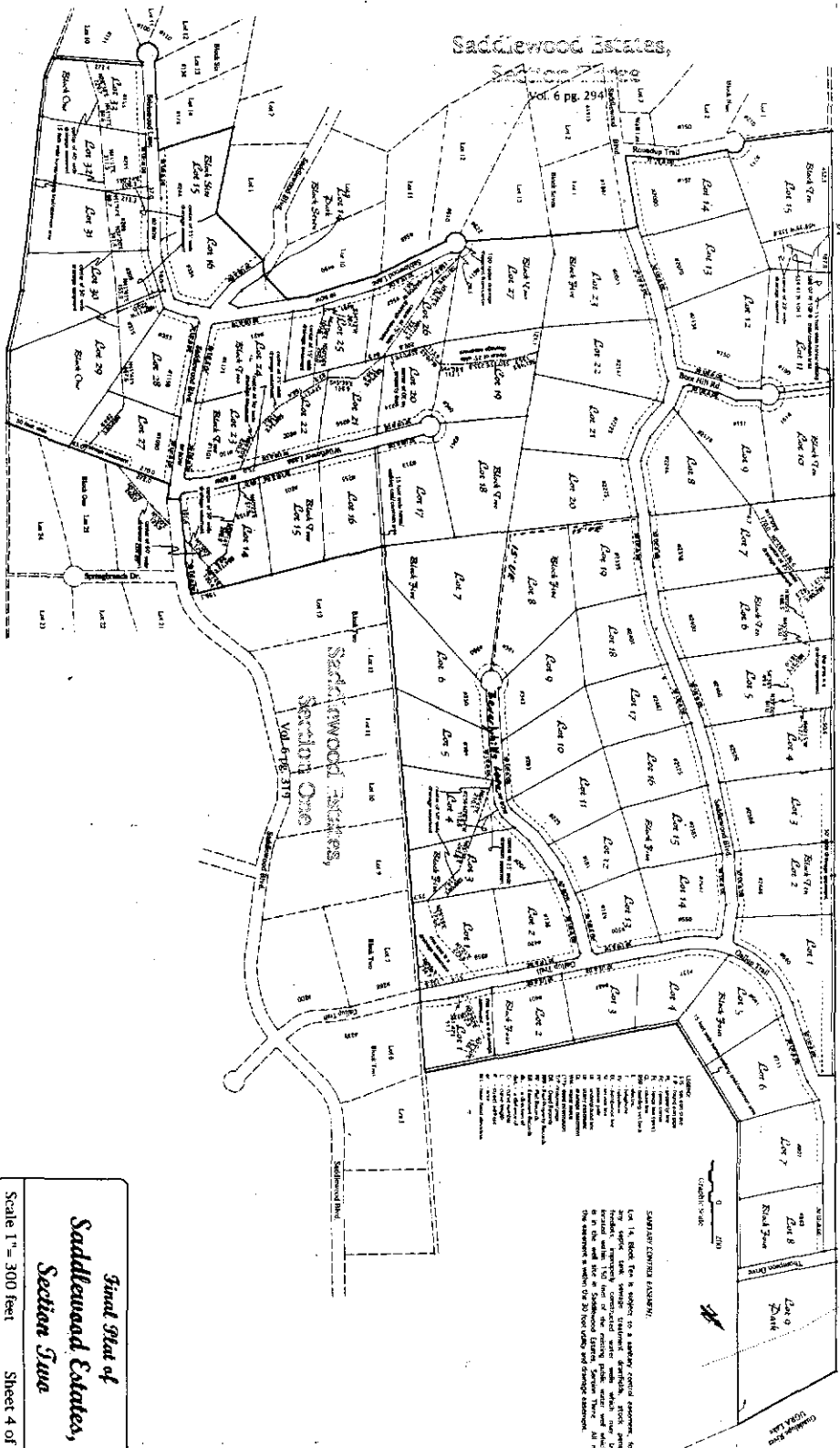
By Linda Davidson, Trustee

THE STATE OF TEXAS
THE COUNTY OF HARRIS

This instrument was acknowledged before me on the 15th day of February AD 2000, by Linda Davidson, Trustee.

Open under my hand and seal of office this 15th day of February AD 2000.

Charles C. Helms
Notary Public, State of Texas
My commission expires on 02-15-03
Notary Public Seal: State of Texas
Commission Expires: 02-15-03



Final Plat of
Saddlewood Estates,
Section One
Scale 1" = 300 feet Sheet 4 of 4

RESTRICTION AGREEMENT

This agreement made by LEWFAM, LTD. ("LEWFAM"), CHARLES E. LEWIS, and PATRICIA C. LEWIS ("LEWIS"), and SADDLEWOOD PARTNERS I, LTD. ("SADDLEWOOD").

WHEREAS, LEWFAM and DOMINION LAND AND CATTLE CO., INC. (DOMINION) have entered into an Earnest Money Contract ("EMC") for the sale by LEWFAM to DOMINION of 139.4 acres of real property ("PROPERTY I") as described on Exhibit A attached hereto, said Exhibit A hereby incorporated herein by reference for all intents and purposes as if copied herein verbatim; and

WHEREAS, DOMINION has assigned all of its right, title and interest in and to the EMC to SADDLEWOOD; and

WHEREAS, one of the terms and conditions of said EMC provides that LEWFAM and SADDLEWOOD would agree to and file restrictions at closing regarding (i) PROPERTY I, and (ii) the real property described in Exhibit B ("PROPERTY II"), said Exhibit B hereby incorporated herein by reference for all intents and purposes as if copied herein verbatim; and

WHEREAS, LEWFAM owns PROPERTY I and is selling PROPERTY I to SADDLEWOOD, and LEWFAM and LEWIS each own portions of PROPERTY II; and

WHEREAS, it is the intent of SADDLEWOOD to include PROPERTY I in the development of a subdivision to be known as SADDLEWOOD ESTATES; and

WHEREAS, LEWIS is and shall be considered a third party beneficiary of the EMC because of the benefit LEWIS will receive to the part of PROPERTY II owned by LEWIS occasioned by development of PROPERTY I by SADDLEWOOD as a part of SADDLEWOOD ESTATES.

NOW, THEREFORE, in consideration of the EMC, the mutual covenants, terms, and conditions found therein, the sale and conveyance as contemplated therein, and the mutual covenants, terms, and conditions found herein, the receipt and sufficiency of which is hereby acknowledged by all parties; the parties hereby agree as follows:

1. Attached hereto as Exhibit C, said Exhibit C hereby incorporated herein by reference for all intents and purposes as if copied herein verbatim, is a document entitled DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for SADDLEWOOD ESTATES ("COVENANTS I").

COVENANTS I shall be effective and in full force and effect as of the date hereof against PROPERTY I, subject to, contingent on, and conditioned as follows:

A. LEWFAM is receiving a promissory note in the amount of \$250,920.00 as a part of the purchase price of PROPERTY I. The \$250,920.00 note is secured by a Deed of Trust and other liens. In the event of a default regarding the \$250,920.00 note or the terms and conditions of any lien securing it, the result thereof being foreclosure and/or conveyance whereby LEWFAM, LEWIS, CHARLES E. LEWIS, PATRICIA C. LEWIS, heirs or descendants of CHARLES E. LEWIS or PATRICIA C. LEWIS, or trustees, devisees, or beneficiaries under a will, trust, or other testamentary device of CHARLES E. LEWIS or PATRICIA C. LEWIS, one or more, shall become the record owner or owners of all or any portion of PROPERTY I; then upon the recording of the document or documents reflecting same, such owner or owners shall thereafter have the right to cancel and make null and void COVENANTS I as to such portion of PROPERTY I so conveyed and/or foreclosed upon.

B. Upon full payment of the \$250,920.00 note to the holder thereof, the conditional provisions in the immediately proceeding paragraph shall become null and void.

2. Attached hereto as Exhibit D, said Exhibit D hereby incorporated herein by reference for all intents and purposes as if copied herein verbatim, is a document entitled "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("COVENANTS II"). Upon the conveyance of any part or portion of PROPERTY II, COVENANTS II shall immediately be effective against such part or portion so conveyed, subject to, contingent on, and conditioned as follows:

A. In the event of a default regarding the \$250,920.00 note or the terms and conditions of any lien securing it, the result thereof being foreclosure and/or conveyance whereby LEWFAM, LEWIS, CHARLES E. LEWIS, PATRICIA C. LEWIS, heirs or descendants of CHARLES E. LEWIS or PATRICIA C. LEWIS or trustees, devisees, or beneficiaries under a will, trust or other testamentary device of CHARLES E. LEWIS or PATRICIA C. LEWIS, one or more, shall become the record owner or owners of all or any portion of PROPERTY I, then upon the recording of the document or documents reflecting same, such owner or owners shall thereafter have the

right to cancel and make null and void COVENANTS II as to any and all parts or portions of PROPERTY II, regardless of ownership of any particular part or portion of PROPERTY II.

B. A conveyance whereby LEWFAM, LEWIS, CHARLES E. LEWIS, PATRICIA C. LEWIS, heirs or descendants of CHARLES E. LEWIS or PATRICIA C. LEWIS, or trustees, devisees, or beneficiaries under a will, trust, or other testamentary device of CHARLES E. LEWIS or PATRICIA C. LEWIS, one or more, shall become the record owner or owners of all or any portion of PROPERTY II, then upon the recording of the document or documents reflecting same, such owner or owners shall thereafter have the right to cancel and make null and void COVENANTS II as to such portion of PROPERTY II so conveyed.

C. The following conveyances shall not have the effect of making COVENANTS II effective against such part or portion of PROPERTY II so conveyed.

1. Conveyances between any of the following parties: LEWFAM, LEWIS, CHARLES E. LEWIS, PATRICIA C. LEWIS, heirs or descendants of CHARLES E. LEWIS or PATRICIA C. LEWIS, trustees, devisees, or beneficiaries under a will, trust, or other testamentary device of CHARLES E. LEWIS or PATRICIA C. LEWIS.

2. Conveyance by operation of law.

3. A conveyance whereby LEWFAM, LEWIS, CHARLES E. LEWIS, PATRICIA C. LEWIS, heirs or descendants of CHARLES E. LEWIS or PATRICIA C. LEWIS, or trustee, devisees, or beneficiaries under a will, trust, or other testamentary device of CHARLES E. LEWIS or PATRICIA C. LEWIS remain in possession of the property conveyed by lease, rental, or otherwise for so long as such party or parties shall remain in possession of the property conveyed.

4. Conveyance to a governmental entity or agency for public purposes.

3. The terms, covenants and conditions of this RESTRICTION AGREEMENT shall be superior to and shall take precedence over any conflicting term, covenant or condition found in any exhibit attached hereto.

Executed on

July 12, 1996.LEWFAM, LTD., a Texas
limited partnership

By:

Charles E. Lewis
CHARLES E. LEWIS, General
PartnerCharles E. Lewis
CHARLES E. LEWISPatricia C. Lewis
PATRICIA C. LEWISSADDLEWOOD PARTNERS I, LTD.,
a Texas limited partnership

By:

David M. Cummings, Jr.
DAVID M. CUMMINGS, JR.,
President of SADDLEWOOD I,
L.C., General Partner

FILED FOR RECORD

at 4:12 o'clock P M

JUL 25 1996

PATRICIA DYE

Notary Public, State of Texas
My Commission Expires\$4900

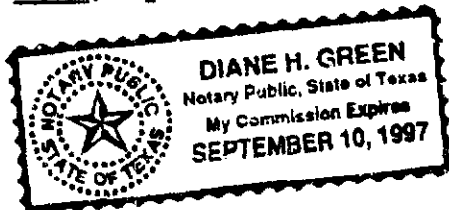
STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on July 12,
1996, by CHARLES E. LEWIS, General Partner of LEWFAM, LTD, a
Texas limited partnership.Diane H. Green
Notary Public, State of Texas
My Commission Expires:Diane H. Green
Notary's Printed Name

STATE OF TEXAS

COUNTY OF KERR

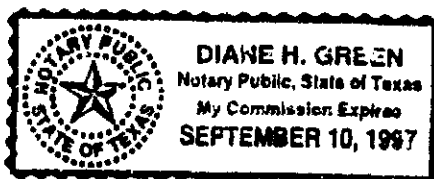
This instrument was acknowledged before me on July 12,
1996, by CHARLES E. LEWIS.

Diane H. Green
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 July 19,
1996, by PATRICIA C. LEWIS.

Diane H. Green
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 July 15,
1996, by DAVID M. CUMMINGS, JR., President of SADDLEWOOD I,
L.C., General Partner of SADDLEWOOD PARTNERS I, LTD., a Texas
limited partnership.

Diane H. Green
Notary Public, State of Texas
My Commission Expires: _____

Notary's Printed Name

RETURN TO:
Saddlewood Partners I, Ltd.
Mr. David Cummings
190 Fairway Drive
Kerrville, TX 78028

5

686 15441

FILED BY: KERR COUNTY ABSTRACT & TITLE CO. ✓

PROPERTY:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 139.4 acres, more or less, being out of original Survey No. 140, Mordecai Primrose, Abstract No. 267, being part of that 217.3 acre tract which was conveyed from Rex E. Thomas, M. D., to Lewfam, LTD, by deed dated the 1st day of October, 1989, of record in Volume 533, on page 200, of the Real Property Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post, the west corner of said 217.3 acre tract to Lewfam, LTD, the most westerly north corner of that 255.2 acre Tract II which was conveyed from Raymond Barker, to Lewis E. Brazelton, by deed dated the 22nd day of December, 1994, of record in Volume 784, page 25, of the Real Property Records of Kerr County, Texas, being in the southeast line of that 783.73 acre tract which was conveyed from Merle Lewis Moore Tirado, to Hurman A. Swan and Lelia M. Swan, by deed dated the 12th day of November, 1959, of record in Volume 106, page 268, of the Deed Records of Kerr County, Texas;

THENCE with the northwest line of said 217.3 acre Lewfam, LTD. tract, the northwest line of subject tract, the southeast line of said 783.73 acre tract, along fence, N.44°38'E. for a distance of 1815.0 feet and N.44°32'E. for a distance of 2380.7 feet to a 1/2" iron stake found on the southwest bank of the Guadalupe River, the north corner of said 217.3 acre Lewfam, LTD. tract, the east corner of said 783.73 acre tract, from which a blazed X, 18" Cypress Tree Bears 20.2 feet N.45°18'W.;

THENCE with the southwest bank of the Guadalupe River, following its meanders at every point, the northeast line of said 217.3 acre Lewfam, LTD. tract, S.73°43'E. for a distance of 539.3 feet to the most northerly east corner of subject tract;

THENCE with division line of said 217.3 acre Lewfam, LTD. tract, S.44°32'W., being parallel to the northwest line of said 217.3 acre Lewfam, LTD. tract, at 40.8 feet a 1/2" iron stake set, continuing a total distance of 1455.7 feet to a 1/2" iron stake set marking a re-entrant corner of subject tract;

THENCE continuing with division line of said 217.3 acre Lewfam, LTD. tract, S.13°17'W. for a distance of 554.3 feet to a 1/2" iron stake set and continuing S.56°28'E. for a distance of 1237.3 feet to a 1/2" iron stake set marking the most southerly east corner of subject tract, in the southeast line of said 217.3 acre Lewfam, LTD. tract, a northwest line of said 255.2 acre Tract II;

THENCE with the southeast line of said 217.3 acre Lewfam, LTD. tract, a northwest line of said 255.2 acre Tract II, near fence, S.40°19'W. for a distance of 2528.6 feet to a fence corner post, the south corner of said 217.3 acre Lewfam, LTD. tract, a re-entrant corner of said 255.2 acre Tract II;

THENCE with the southwest line of said 217.3 acre Lewfam, LTD. tract, a northeast line of said 255.2 acre Tract II, along fence, N.51°37'W. for a distance of 1774.3 feet and N.51°56'W. for a distance of 404.8 feet to the place of beginning.

All that certain tract or parcels of land, lying and being situated in the County of Kerr, State of Texas, comprising, more or less, 216.97 acres out of M. Primrose Survey No. 140, Abstract No. 267, and 0.33 acre out of J. S. Anderson Survey No. 141, Abstract No. 2, in Kerr County, Texas; the same land conveyed as 214.36 acres from A. F. Jackson to Wilfred L. Doherty and wife, Elizabeth F. Doherty, by a Warranty Deed executed the 18th day of July, 1975 and recorded in Volume 181 at Page 141 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 3/8" iron stake on the lower south bank of the Guadalupe River, said to bear, more or less, 2396 ft. N. 63 degrees 37 feet W. from the east corner of said Survey No. 141, the north corner of 515 acres conveyed to Herman Swan by a deed in Volume 232 at Page 577 of the Deed Records of Kerr County, Texas;

THENCE, with the approximate meanders of the lower bank of said river; N. 85 degrees 51 feet W., 1136.24 ft. to a 1/2" iron stake set at the base of a 24" Cypress tree 7 ft. from the waters edge; S. 84 degrees 46 feet W., 353.29 ft. to a 1/2" iron stake set at the base of a 12" Cypress tree 2.5 ft. from the waters edge; N. 89 degrees 14 feet W., 143.65 ft. to a 1/2" iron stake set at the base of a 48" Cypress tree 5 ft. from the waters edge; and N. 73 degrees 43 feet W., 648.74 ft. to a 1/2" iron stake set for the north corner of the herein described tract from which a blazed x 18" Cypress tree bears 20.24 ft. N. 45 degrees 18 feet W., the east corner of 783.73 acres of land conveyed to Herman A. Swan by a deed in Volume 106 at Page 268 of the Deed Records of Kerr County, Texas;

THENCE, with a fence along the southeast line of said Swan 787.73 acres, S. 44 degrees 42 feet W., 4195.74 ft. to a 1/2" iron stake set at a cornerpost for the west corner of the herein described tract, the westerly north corner of said Swan 515 acres;

THENCE, with a fence along the westerly northeast line of said Swan 515 acres; S. 51 degrees 52 feet E., 404.54 ft. to a 1/2" iron stake at an anglepost; and S. 51 degrees 29 feet E., 1774.26 ft. to a cornerpost and 1/2" iron stake for the south corner of the herein described tract, a reentrant corner of said Swan 515 acre tract;

THENCE, with a fence along the northerly northwest line of said Swan 515 acres, N. 40 degrees 23 feet E., 3094.15 ft. to a 1/2" iron stake; N. 40 degrees 30 feet E., 1322.19 ft. to a 1/2" iron stake; and N. 40 degrees 29 feet E., 974.25 ft. to the **PLACE OF BEGINNING**, containing 217.30 acres of land, more or less, within these metes and bounds; **INCLUDING** the 20 ft. easement over the existing roadway into the hereinabove described tract upon, over and across said Swan 515 acres, which was conveyed from Dwight R. Knapp to G.D. Reading by a deed in Volume 100 at Page 192 of the Deed Records of Kerr County, Texas, and subsequently reserved in the deed for said Swan 515 acres; **INCLUDING** all of the right, title and interest of Arthur K. Forest and wife, Dorothy M. Forest, to two easements, being the easement dated November 4, 1941, from H. B. Veazey, et ux, to the Lower Colorado River Authority of Austin, Texas, recorded in Volume 68, Page 602, of Kerr County, Texas, Deed Records, and the easement dated December 8, 1947, from Dwight R. Knapp, et ux, to the Lower

Colorado River Authority of Austin, Texas, record in Volume 1, page 48, of the Kerr County Easement Records, and both of said easements being fully described in the Release of Easements and Quitclaim from the Lower Colorado River Authority to G. D. Reading, et ux, dated June 29, 1964, recorded in Volume 4, page 40, of the Easement Records of Kerr County, Texas, to which instruments and their records reference is here made for all purposes; SAVE AND SUBJECT TO A FLOOD EASEMENT conveyed from said Wilfred L. Doherty, et ux, to the Upper Guadalupe River Authority, 2.1 acre of land, more or less, out of said Survey No. 140, executed the 3rd day of April, 1978 of record in Volume 11 at Page 517 of the Easement Records of Kerr County, Texas.

EXCEPT:**SAVE AND ACCEPT:**

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 139.4 acres, more or less, being out of original Survey No. 140, Mordecai Primrose, Abstract No. 267, being part of that 217.3 acre tract which was conveyed from Rex E. Thomas, M. D., to Lewfam, LTD, by deed dated the 1st day of October, 1989, of record in Volume 533, on page 200, of the Real Property Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post, the west corner of said 217.3 acre tract to Lewfam, LTD, the most westerly north corner of that 255.2 acre Tract II which was conveyed from Raymond Barker, to Lewis E. Brazelton, by deed dated the 22nd day of December, 1994, of record in Volume 784, page 25, of the Real Property Records of Kerr County, Texas, being in the southeast line of that 783.73 acre tract which was conveyed from Merle Lewis Moore Tirado, to Hurman A. Swan and Lelia M. Swan, by deed dated the 12th day of November, 1959, of record in Volume 106, page 268, of the Deed Records of Kerr County, Texas;

THENCE with the northwest line of said 217.3 acre Lewfam, LTD. tract, the northwest line of subject tract, the southeast line of said 783.73 acre tract, along fence, N.44°38'E. for a distance of 1815.0 feet and N.44°32'E. for a distance of 2380.7 feet to a 1/2" iron stake found on the southwest bank of the Guadalupe River, the north corner of said 217.3 acre Lewfam, LTD. tract, the east corner of said 783.73 acre tract, from which a blazed X, 18" Cypress Tree Bears 20.2 feet N.45°18'W.;

THENCE with the southwest bank of the Guadalupe River, following its meanders at every point, the northeast line of said 217.3 acre Lewfam, LTD. tract, S.73°43'E. for a distance of 539.3 feet to the most northerly east corner of subject tract;

THENCE with division line of said 217.3 acre Lewfam, LTD. tract, S.44°32'W., being parallel to the northwest line of said 217.3 acre Lewfam, LTD. tract, at 40.8 feet a 1/2" iron stake set, continuing a total distance of 1455.7 feet to a 1/2" iron stake set marking a re-entrant corner of subject tract;

THENCE continuing with division line of said 217.3 acre Lewfam, LTD. tract, S.13°17'W. for a distance of 554.3 feet to a 1/2" iron stake set and continuing S.56°28'E. for a distance of 1237.3 feet to a 1/2" iron stake set marking the most southerly east corner of subject tract, in the southeast line of said 217.3 acre Lewfam, LTD. tract, a northwest line of said 255.2 acre Tract II;

THENCE with the southeast line of said 217.3 acre Lewfam, LTD. tract, a northwest line of said 255.2 acre Tract II, near fence, S.40°19'W. for a distance of 2528.6 feet to a fence corner post, the south corner of said 217.3 acre Lewfam, LTD. tract, a re-entrant corner of said 255.2 acre Tract II;

THENCE with the southwest line of said 217.3 acre Lewfam, LTD. tract, a northeast line of said 255.2 acre Tract II, along fence, N.51°37'W. for a distance of 1774.3 feet and N.51°56'W. for a distance of 404.8 feet to the place of beginning.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SADDLEWOOD ESTATES
KERR COUNTY, TEXAS

VOL 0860 PAGE 815

THIS DECLARATION, made this _____ day of _____, 1995, by Saddlewood Partners I Ltd., a limited partnership ("Declarant");

WITNESSETH:

- A. Declarant is the owner of the real property described in Exhibit "A," attached hereto and referred to in Section 1 of this Declaration, and desires to create thereon an equestrian and residential development for residential and agricultural purposes.
- B. Declarant further desires to provide for the preservation of the values and amenities of said property and for the maintenance thereof; and, for such purposes, Declarant desires to subject the real property described in Exhibit "A," attached hereto, and referred to in Section 1, together with such additions as may hereafter be made thereto (as provided in Section 1), to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof.
- C. Declarant has caused the Saddlewood Estates Owners Association to be incorporated as a non-profit corporation under the laws of the State of Texas, to which corporation has been delegated and assigned the powers of maintaining and administering the properties and facilities administering and enforcing the covenants, conditions and restrictions, and collection and disbursing the assessments and charges as hereinafter provided.
- NOW, THEREFORE, Declarant declares that the real property referred to in Section 1, and such additions thereto as may hereafter be made pursuant to Section 1 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth:

- 1-A Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:
- (a) "Association" shall mean and refer to the Saddlewood Estates Owners Association. The principal office of the Association shall be 190 Fairway Drive, Kerrville, Texas 78028. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the property described herein which shall hereafter be designated by Declarant.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Properties" shall mean and refer to the property described in Exhibit "A" attached hereto and all additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the following provisions. If Declarant is the owner of any property which it desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that any additions made pursuant hereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.
- (d) "Member" shall mean and refer to Declarant and each owner of a fee simple interest ("Owner") in any property within the Properties. Each member shall be entitled to one vote for each acre owned. Acreage to be rounded to the nearest whole acre.
- (e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties merely as security for the performance of an obligation.
- (f) "Architectural Control Committee" shall mean and refer to that Committee as defined in Section 9 hereof.
- (g) "Wildlife Committee" shall mean and refer to a standing Committee of the Association as defined in Section 10 hereof.
- (h) "Access Easement" shall mean and refer to (i) that certain road easement reserved in a deed dated _____, from _____ to _____, recorded in Volume _____, Page _____ of the Real Property Records of Kerr County, Texas; (ii) that certain _____ ft. wide road easement retained in a deed dated _____, from _____ to _____, recorded in Volume _____, Page _____ of the Real Property Records of Kerr County, Texas; and (iii) that certain 60 ft. wide road easement described by metes and bounds in Exhibit "B" hereto and incorporated herein for all purposes (collectively "Access Easement");
- (i) "Lot" shall mean and refer to any lot, tract or parcel of the Property (with the exception of any common area, if any, and any "open areas" reserved by Declarant on any plat) shown upon a plat or plats of the Property filed for record in the Map and Plat Records of Kerr County, Texas (as such plat or plats may be amended from time to time). The phrase "open areas" shall mean those areas of the Property including but not limited to streets which are not designated by number as lots, the ownership of such areas being reserved to Declarant and its successors and assigns.
- (j) "Declarant" shall mean the Saddlewood Partners I, Ltd., a limited partnership, and the successors and assigns of Declarant rights and powers hereunder.
- (k) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.
- (l) "Deed" shall mean a deed or other instrument conveying the fee simple title to a "Lot."

1-B Covenants Binding on Property and Owners.

- (a) Property Bound. From and after the date of recordation of this Declaration, the Property shall be subject to the Covenants and said Covenants shall run for the benefit of, and bind the Property.
- (b) Owner Bound. From and after the date of recordation of this Declaration, the Covenants shall be binding upon and for the benefit of each Owner or his heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed. Each Owner or himself, his heirs, executors, administrators, trustees, personal representatives, successors and assigns, expressly agrees to pay, and to be personally liable for, assessments provided for hereunder, and to be bound by all of the Covenants herein set forth. Each Owner shall be and remain personally liable, regardless of whether he has transferred title to his Lot, for the amount of assessments (together with interest thereon, cost of collection and attorneys' fees, if any) which fell due while he was an Owner. No Owner shall escape personal liability for the assessments herein provided by no-use of or by transfer or abandonment of his Lot. The Owner's personal obligation shall not pass to a successor Owner unless expressly assumed by the successor Owner; but any such assumption of personal liability by the successor Owner shall not relieve the prior Owner of his personal liability for the amount of assessments which fell due while the prior Owner was an Owner.

2. Affirmative and Protective Covenants Line Restrictions. The Properties shall be used and occupied subject to the following restrictions:

- (a) Use, Size and Composition. Each portion of the Properties shall be used for residential, recreational, ranching and agricultural purposes only. It shall not be used for any other mercantile or commercial purposes. No building shall be erected, altered or permitted to remain on any lot other than no more than three (3) residential buildings with the main building to be not less than 1,800 square foot of living area. No building shall exceed two stories in height. A separate private garage (or other covered car parking facility) for not more than four automobiles is also permitted.
- (b) Mobile Homes. No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Additionally, any temporary mobile home, motor home, trailer or camper shall be placed on the Properties a distance greater than 200 feet from the main roadway easement and 75 feet from any Property line and must be screened behind hills, trees, or structure to eliminate visibility from the main roadway, or a neighbor and may not be used as a residence.
- (c) Buildings. No permanent structure (home, barn, etc.) other than fencing, shall be placed on the Properties less than 125 feet from the main roadway easement, 30 feet from any side property line or 50 feet from the back property line. Declarant shall retain the right to adjust road set-back and side and rear property line set-backs as may need to be adjusted because of topography, unusual lot location or configuration.
- (d) Fencing. No open fire shall be permitted on the Property unless approval is obtained in advance from the Architectural Control Committee or Declarant.



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- (e) **Use.** No offensive, noxious, profane or unlawful use shall be made of the Properties. In this regard, the Association may from time to time adopt rules concerning same, and it shall be entitled to enforce such rules for the benefit of the quality of life for all Owners.
- (f) **Subdivision.** The Properties may not be further divided without permission of Declarant. In no instance may a property be divided to less than three (3) acres.
- (g) **Construction.** All residences and other structures shall be of new construction, and in no event shall any prefabricated or existing residence or garages be moved on to any of the Properties. No residence or other structure shall be constructed on any of the Properties without first submitting the plans, drawings and specifications to the Architectural Control Committee for approval. The Architectural Control Committee shall indicate approval by signing and dating the specified plans and keeping a copy of same in the records of the Association. Additionally, shiny roofs or siding are not permitted on any residence, barn or other structure situated on any of the Properties.
- (h) **Construction Completion.** Any construction on any of the Properties must be completed within one (1) year of the time construction is commenced.
- (i) **Compliance.** Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements, rules and regulations of the Upper Guadalupe River Authority and Kerr County Subdivision regulations, and any other applicable governmental laws, rules or regulations.
- (j) **Fences.** No fence shall be constructed, situated or located a distance less than 25 feet from the right-of-way line of any road shown on the plats of the Subdivision as described in paragraph 1-A (c) hereof. All fences placed or constructed on any of the Properties shall be of similar design and equal quality to the existing fences and shall be approved by the Architectural Control Committee. Any fence constructed and fronting any roadway shown on the plat, shall be the standard four (4) board, dark brown wooden fence similar in design, size, shape, color and construction to the standard fence fronting the highway at the entry of Saddlewood. Any fence constructed on the side or rear of any property may be the same as above or (a) net wire or chain link fencing with dark brown posts; (b) stone, rock or brick construction that is similar to the residence exterior construction. Rear yard fencing may be wooden or an approved design, providing it is painted or stained on all sides. No fence may be installed across a riding or hiking trail or common easement.
- (k) **Antennas.** No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot unless screened from neighbor or street view, and must have written approval of the Declarant.
- (l) **On Street Parking.** On street parking is restricted to approved deliveries, pickup or short time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by Declarant.
- (m) **Storage.** No exterior storage of any items of any kind shall be permitted except with prior written approval and authorization of the Declarant. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, pathways and streets. This provision shall apply without limitation, to wood piles, camping trailers, boat trailers, travel trailers, boats, and unmounted pickup camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use, except pursuant to written approval and authorization of Declarant.
- (n) **Garbage.** No garbage or trash shall be placed on the exterior of any building, except in containers meeting the specifications of the Declarant, and the placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Declarant. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.
- (o) **Outside Lighting.** No outside lighting, other than indirect lighting, shall be placed, allowed or maintained on any Lot without prior written approval and authorization of the Declarant.
- (p) **Animals.** Dogs, cats, horses, birds or fish may be kept on the Lot in reasonable numbers, so long as, in the discretion of the Declarant, such animal is not, or does not become a nuisance, threat or otherwise objectionable to other Owners. Swine are not permitted. Other animals not mentioned must be approved by Declarant. All animals must be kept on leash and/or in fenced areas, and be on leash when off the Lot.
- (q) **Recreational Trail-Encroachments.** No tree, shrub, or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any trail or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Declarant.
- (r) **Service Lines.** No water, sewer, service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be provided by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.
- (s) **Signs.** No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Declarant, except that mailboxes and residential nameplates may be placed and maintained in conformity with such common specification, including without limitation, reasonable restrictions as to size, as may be adopted by the Declarant. For Sale and For Lease signs are not permitted unless approved by Declarant.
- (t) **Repairs.** No repairs of any detached machinery, equipment or fixtures, including without limitation motor vehicles, shall be made upon any portion of any Lot within view of neighboring property, pathways and streets, without prior written approval and authorization of the Declarant.
- (u) **Oil and Mineral Activity.** No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, barrels, or mineral excavation or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be placed, maintained or permitted on any Lot.
- (v) **Violation of Covenants.** No Lot shall be maintained or utilized in violation of the Covenants.
- (w) **Motor Vehicles.** Motor vehicles owned or in the custody of any Owner may be parked only in the carport or driveway located upon or pertaining to such person's Lot or Dwelling Unit, or in parking areas designed by the Declarant, unless otherwise authorized by the Declarant in writing. No buses, vans or trucks having a carrying capacity in excess of one ton or designed for commercial purposes shall be placed, allowed or maintained upon any residential Lot except with the prior written approval and authorization of the Declarant in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways and streets.
- (x) **Garages and Carports.** The interiors of all carports shall be maintained by the Owners in a neat, clean and tightly condition. No carport shall be used for storage; and no power equipment, hobby shops or carpenter shops shall be maintained in any carport, nor automobile overhaul, repair or maintenance work conducted therein. Garages shall not face the street.
- (y) **Walls, Fences, Planters and Hedges.** The following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the fence set-back line (25 feet), nor on corner lots nearer to the side lot line than the building set-back line adjacent to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high; provided, however, that no fence shall, in the sole and exclusive judgment of the Developer or the Architectural Control Committee, after its addition, unduly interfere with the view from an adjoining lot.
- (z) **Firearms.** No Lot shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or other device capable of killing or injuring.
- (aa) **Driveways.** Driveways shall be hard surfaced and shall be constructed with a minimum width of nine (9) feet along its entire length. The width of each driveway shall bear to a minimum of sixteen (16) feet at the street. Dust producing driveways are not permitted.
- (bb) **Landscaping and Excavation.** All landscaping to include but not by way of limitation, design, tree and plant types, must be approved in writing by Declarant or Architectural Control Committee. Each Lot must be landscaped in an acceptable and approved manner and design within ninety (90) days after construction of the Dwelling Unit has been completed. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot.
- (cc) **Roofing Material.** All roofing material for a Dwelling Unit, or other building or structure located on a Lot shall be of either standing seam metal, wood shake, tile, or the top grade heavyweight composition or fiberglass shingle.
- (dd) **During construction of a Dwelling Unit or other building or structure on a Lot, the Owner of such Lot or his contractor must (i) provide and install on such Lot a temporary portable toilet and (ii) maintain and keep the Lot clean and free of excess debris at all times during construction.**

3. **Utility Easements Reserved by Declarant.** Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer, and drainage facilities, and floodway easements, are reserved by Declarant over, under and across the Properties on the property boundary line where possible. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be



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placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility. Said easements pertain to existing utility easements.

4. **Improper Maintenance by Owner.** In the event any portion of a Lot or Dwelling Unit thereon is in Declarant's judgment so maintained by the owner as to not comply with these Covenants or present a public or private nuisance or as to substantially detract from the appearance or quality of the neighboring Lots or Dwelling Units or other areas of the Property which are substantially affected thereby or related thereto, the Association or Declarant may by resolution make a finding to this effect, specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Association or Declarant will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Association or Declarant shall be authorized and empowered to cause such action to be taken and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot and Dwelling Unit of the offending Owner and shall be secured by the Maintenance Lien hereinafter provided. Written notice of such assessment shall be delivered to the offending Owner which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

5. **Imposition of Lien: Owner's Agreement.**

Section 1: Imposition of Maintenance Lien. Declarant shall have the right at any time there is unpaid Maintenance Cost outstanding with respect to a Lot, to file of record with the County Clerk of Kerr County, Texas, a written statement describing such Lot and/or the Dwelling Unit thereon and declaring the amount of unpaid Maintenance Cost relating thereto in which event, upon such filing there shall automatically be imposed upon such Lot and the Dwelling Unit thereon a lien (the "Maintenance Lien") in favor of Declarant for the amount of such unpaid Maintenance Cost. Upon payment of all Maintenance Cost relating to any such Lot, Declarant shall file of record with the County Clerk of Kerr County, Texas, an appropriate release of any Maintenance Lien previously filed against the Lot and the Dwelling Unit thereon for such Maintenance Cost. The Maintenance Lien shall be for the sole benefit of Declarant and its successors and assigns.

Section 2: Owner's Promises Regarding Maintenance Costs and Maintenance Lien. Each Owner, for himself, his heirs, executors, administrators, trustees, personal representatives, successors and assigns, covenants and agrees:

(a) That he will pay to the Declarant within thirty (30) days after the date of written notice thereof any Maintenance Cost assessed by the Declarant against his Lot and the Dwelling Unit thereon;

(b) That by accepting a Deed to his Lot, he shall be, and remain, personally liable for any and all Maintenance Cost assessed against his Lot and the Dwelling Unit thereon while he is (or was) the Owner thereof, regardless of whether such covenants or agreements are expressed in such Deed and regardless of whether he signed the Deed.

6. **Creation of Lien and Personal Obligations for Assessments.** Each Owner (by acceptance of a deed for any portion of the Property whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment becomes due.

7. **Maintenance Charge.** The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1996, such annual maintenance fund charge shall not exceed \$200 per lot owned in the Property. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1996, and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance. If land in the Properties become subject to the annual maintenance fund charge on a date other than January the Owner of such land shall pay the pro rata part of the annual maintenance fund charge in advance.

All past due maintenance fund charges shall be a debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby created upon the property subject to such charge. Such charge and lien are hereby assigned by the Declarant to the Association (without recourse on the Declarant in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and consistency will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument or through court proceedings, shall cut off and extinguish the lien securing charges which become due and payable prior to the foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure. Declarant shall not be obligated to pay a maintenance fund charge on unsold Lots.

8. **Purpose of the Maintenance Fund.** The maintenance fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:

(a) Accounting, office expenses which includes all of the Association accounting, communication expense, office supplies, etc.;

(b) Road maintenance of the roads shown on the plat of the Properties and the Access Easement collectively ("Roads"). Such maintenance shall include the repaving and working the Roads and the drainage/ditches adjacent thereto as needed to provide normal access and in this regard it is understood that the Association shall be responsible for maintaining the Roads;

(c) Outside fence maintenance;

(d) Legal which includes any legal fees as may be required by the Association;

(e) The Association income tax preparation which includes costs of annual corporate Federal income tax return and State of Texas Franchise Tax return, if applicable;

(f) The Association expense for Security;

(g) The Association expense for maintenance of Common Areas, including riding and hiking paths;

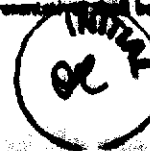
(h) The Association expense of Insurance;

(i) The Association expense for garbage and trash removal;

(j) Miscellaneous which includes costs expended, but not already mentioned.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners of the Properties; provided, however, that the Association will not without the approval of the Members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the members, expend more than two dollars per acre in excess of the monies then on hand.

9. **Architectural Control Committee.** No building, fence, wall, sign, walkway, roadway, landscaping, or other improvements either temporary or permanent shall be created, placed or altered on the Property until the Owner or builder has made application in writing to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members whose names are DAVID M. CUMMINGS, or his designee, B.K. CUMMINGS, or her designee, and JIMMY JONES, or his designee. The address is 190 Fairway Dr., Kerrville, Texas 78028. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for services.



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performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

10. **Wildlife Committee.** The Wildlife Committee shall be composed of three members whose names are DAVID M. CUMMINGS, or his designee, B.K. CUMMINGS, or her designee, and JIMMY JONES, or his designee. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. The Wildlife Committee shall make rules and regulations as it deems to be in the best interest of sound management of the wildlife herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (p) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

11. **Voting Rights in the Association.**

(a) **Quorum and Notice Requirements.**

(i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting.

(ii) The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be 1/4 of the required quorum at the preceding meeting.

(iii) Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the members entitled to cast a majority of the votes of the Association.

(iv) The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.

12. **Powers and Duties.** The Board, for the benefit of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole responsibility and authority to manage the business and affairs of the Association on a year to year basis or until Declarant terminates the same and if requested by either party such management agreement shall be set forth in a separate agreement. Without limiting the foregoing, Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers:

(i) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (under licensees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain no exclusions providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured, fidelity bonds, and any other material, supplies, expenses, labor, services, maintenance, repairs, structural, alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.

(iii) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.

(iv) To protect or defend the Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the functions of the Association.

(vii) To replace, with or without cause, at Declarant's sole discretion, members of the Architectural Control Committee and of the Wildlife Committee.

13. **Insurance.**

Section 1: Fire Insurance-Dwelling Unit Improvements on Lots. Each Owner shall purchase at his expense and maintain fire and hazard insurance coverage with respect to the Dwelling Unit or his Lot. Any such insurance shall be for the highest insurable value of such Dwelling Unit and shall contain a replacement cost endorsement. Such insurance shall contain a loss payable endorsement in favor of the Trustee hereinafter described. Upon the request of Declarant, each Owner shall furnish to Declarant, immediately, evidence of such insurability.

Section 2: Trustee. All available insurance proceeds, payable under insurance policies described in Section 1 hereof, and subject to the rights of the mortgagee under Section 3 hereof, shall be paid to the Trustee, to be held and expended for the benefit of the Owners, mortgagees, and others as their respective interest shall appear. Said trustee shall be a commercial bank, savings and loan association, title company or other entity in Kerr County, Texas, designated by Declarant which, at the request of Declarant, has agreed in writing to accept such trust. In the event repair or reconstruction is authorized, the Declarant shall have the duty to contract for such work as provided for herein.

Section 3: Mortgagee's Rights. With respect to insurance coverage under Section 1 of this Article, any mortgagee of record shall have the option to apply insurance proceeds payable to it in reduction of the obligations secured by its mortgage. For purposes hereof a "mortgagee" shall mean a person or entity to whom a mortgage is made or who is the beneficiary of a deed of trust. For purposes hereof, "available insurance proceeds" shall mean the net insurance proceeds to be paid to the Owner or the Trustee after the mortgagee has made his election hereunder.

Section 4: Owner's Additional Insurance. An Owner may carry such additional personal liability and property damage insurance respecting his individual Dwelling Unit as he may desire.

Section 5: Damage and Destruction; Reconstruction. If any Dwelling Unit is damaged by fire or other casualty, the Owner of such Dwelling Unit shall immediately take all actions consistent herewith to rebuild such Dwelling Unit. If said damage is limited to a single Lot or Dwelling Unit, all available insurance proceeds shall be paid by the Trustee to the Owner of such Lot or Dwelling Unit and the Owner shall use the same to rebuild or repair such Dwelling Unit in accordance with the original plans and specifications. Thereafter, if such damage extends to two or more Lots or Dwelling Units, then:

(a) **Reimbursement or Repair by Declarant.** If the available insurance proceeds initially offered or paid by the insurer do not exceed the sum of Ten Thousand and No/100 Dollars (\$10,000.00) and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than One Thousand and No/100 Dollars (\$1,000.00), such insurance proceeds shall be paid to the Trustee hereinafter designated in Section 2 hereof. The Declarant shall thereupon contract to repair or rebuild the damaged portions of the Dwelling Units in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the available insurance proceeds are insufficient to pay all the cost of repairing or rebuilding, the Declarant in order to make up any deficiency shall levy a special assessment on all owners of the Dwelling



OR

Units so damaged and their Dwelling Units on a pro rata basis determined in accordance with the amount of damage done to each of the Dwelling Units (which determination shall be made by Declarant in its sole discretion);

(b) Other stipulations. If subparagraph (a) is inapplicable, then:

(1) **Payment to Trustee.** All available insurance proceeds shall be paid to the Trustee designated by the Declarant to be held for the benefit of the Owners of the damaged Dwelling Units as their respective interest may appear. The Declarant is authorized to enter on behalf of such Owners into a construction agreement, consistent with these restrictions, with such Trustee and a contractor relating to the rebuilding of such damaged Dwelling Units, all in accordance with the following procedure:

(2) **Expenditures.** The Declarant shall obtain firm bids (including the right but not the obligation to obtain payment and performance bonds) from three (3) or more responsible contractors to rebuild the damaged Dwelling Units in accordance with their original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners of such damaged Dwelling Units to consider such bids. Each such bid shall be itemized so that the total costs in rebuilding the damaged Dwelling Unit of each Owner will be set forth separately. At the meeting, the Owners shall accept the lowest bid as to rebuilding all of the damaged Dwelling Units unless by 100% vote, such Owners elect to accept a higher bid for such work. Upon acceptance of such bid, if the available insurance proceeds are insufficient to pay all the cost of repairing or rebuilding, the Declarant in order to make up any deficiency shall levy a special assessment on all Owners of the Dwelling Units so damaged and their Dwelling Units on a pro rata basis determined in accordance with the amount of damage done to each of the Dwelling Units (which determination shall be made by Declarant in its sole discretion).

If any owner shall fail to pay any special assessment made pursuant to subparagraphs 1 or 2 of this Section 5(b) within thirty (30) days after the levy thereof, the Declarant may make up the deficiency by payment thereof, but said deficiency shall be replenished from the Owner of the damaged Dwelling Unit whether the said improvement is or is not so reconstructed. Any such deficiency shall be deemed a Maintenance Cost with respect to the Lot involved secured by the Maintenance Lien described in Article V hereof. Upon payment by such Owners or by the Declarant for the benefit of such Owners (as provided herein), the Declarant shall let the contract to the successful bidder.

14. **Duration.** The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast eighty percent (80%) of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part.

15. **Consent of Members.** The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, or variances granted with respect thereto, only with the consent of the Members entitled to cast a minimum of 80% of the votes of the Association, evidenced by a document, in writing bearing each of their signatures.

16. **Annual Financial Statements; Books and Records.** The Association shall, not later than 120 days after the end of each fiscal year of the Association, furnish to each requesting Member financial statements which shall include a balance sheet as to the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be audited. All Members shall have the right during regular business hours and at the office of the Association to inspect the books and records of the Association.

17. **Finality of Determination by Association.** It is understood that the judgment of the Declarant and/or The Board, their respective successors and assigns, in the allocation and expenditure of said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association.

18. **Enforcement.** Enforcement of these covenants and restrictions shall be in Kerr County, Texas, and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or 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.

19. **Acceptance of Declaration.** By acceptance of a deed, or by acquiring any ownership interest in any of the Properties included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Properties covered thereby.

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

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

22. **Reservation of Right to Resubdivide and Replat Lots.** Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time while it is the Owner thereof to Resubdivide and replat any Lot or Lots without the consent of any of the other Owners.

23. **Subjecting Additional Lands to the Declaration.** From time to time the size of the Property may be increased by Declarant's recording with the Recorder of Deeds, Kerr County, Texas, a supplement to this Declaration (hereinafter called "Supplemental Declaration"). The Supplemental Declaration shall be signed and acknowledged by or on behalf of the Declarant who shall be the owner of record of the additional land to be included within the Property and subjected to the Covenants set forth in this Declaration. Each such Supplemental Declaration shall:

- describe the additional land to be included as a part of the Property;
- state the number of new Lots in such additional land which will be deemed "Lots" hereunder;
- state that such land and any permanent improvements thereon are expressly subjected to all of the Covenants set forth in this Declaration except that Declarant shall have the right to grant a variance to existing improvements located on said land provided that any subsequent improvements or additions to existing improvements shall be subjected to all of the Covenants set forth in this Declaration; and
- state that each Owner of a Lot therein, for and on behalf of his heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree to be personally liable for all Maintenance Cost imposed hereunder and shall be personally bound by all Covenants set forth in this Declaration.

24. **Notices.** Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

25. Miscellaneous.

Section 1: Interpretation of the Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

Section 2: Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.



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Section 3: Assignment. The rights and powers of the Declarant reserved herein may be assigned to any person or entity together with an interest in any portion of the aforesaid property. Any such assignment must be expressed, in writing, and recorded in the Office of the aforesaid Recorder of Deeds. No such assignment shall be deemed to arise by implication.

Section 4: Easements. Each Lot shall be subject to any easement for overhangs and minor encroachments by walls, structures and fences upon adjacent Lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specification.

Section 5: Common Area.

- (a) Only Owners and their guests may use the common areas. Owners may not charge non-owners for the use of the common areas. Owner and/or guests may not take away any rights of use or pleasure from other Owners or guests by misusing or abusing the common areas. Any cost to repair damage caused the common area by an Owner or his guest must be reimbursed to the Association by the Owner who caused (or whose guest) caused the damage, within seven (7) days of notice from the Association.
- (b) No motorized vehicles are allowed on horse or hiking trails.
- (c) All guests must be accompanied by an Owner or Member or an owner family when using the common area, at all times.
- (d) Any Owner who continually violates the rules and regulations of the common area is subject to suspension of his rights.
- (e) All common areas are to be maintained and governed by the Association.

IN WITNESS WHEREOF, Declarant has executed this instrument on this the _____ day of _____

SADDLEWOOD PARTNERS I, LTD.

By: _____
David M. Cummings, Jr.
Partner

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me this _____ day of _____, by DAVID M. CUMMINGS, JR., partner of Saddlewood Partners I, Ltd., a limited partnership, on its behalf.

Notary Public State of Texas

Notary's Printed Name

EXHIBIT "C"

Page 6



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECITALS

DECLARANT is the owner of all that certain real property ("THE PROPERTY") located in Kerr County, Texas, as described by metes and bounds in Exhibit A attached hereto, said Exhibit A is hereby incorporated herein by reference for all purposes as if copied herein verbatim.

DECLARANT has devised a general plan of development for THE PROPERTY which provides a common scheme of development designed to protect and preserve the character and natural beauty of THE PROPERTY over a long period of time.

This general plan will benefit THE PROPERTY in general and each successive owner of an interest in THE PROPERTY.

Therefore, in accordance with both the Doctrine of Restrictive Covenant and Implied Equitable Servitude, DECLARANT desires to restrict THE PROPERTY according to these Covenants, Conditions and Restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that THE PROPERTY shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions:

1. THE PROPERTY shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any other mercantile or commercial purposes.
2. No mobile home or other type of portable structure shall be placed on any portion of THE PROPERTY as a residence.
3. No open fires shall be permitted on THE PROPERTY.
4. No offensive, noxious, profane, or unlawful use shall be made of or occur on THE PROPERTY.
5. No portion of THE PROPERTY may be subdivided into a tract of land less than three (3) acres.
6. All residences and other structures shall be of new construction, and in no event shall any pre-fabricated or existing structure be moved on to any portion of THE PROPERTY.

7. Any construction on THE PROPERTY must be completed within one (1) year of the time construction is commenced.

8. Individual water systems and sewage disposal systems shall be located, constructed, and equipped in compliance with Texas State Health Department requirements, rules and regulations of the Upper Guadalupe River Authority, and Kerr County Subdivision Regulations, and any other applicable governmental laws, rules or regulations.

9. No fence shall be constructed, situated or located a distance less than twenty-five (25) feet from the right-of-way line of any road. All fences placed or constructed on THE PROPERTY shall be of similar design and equal quality to existing fences. Any fence constructed and fronting any roadway shall be the standard four (4) board, dark brown wooden fence similar in design, shape, size, color and construction to the existing standard fence. Any fence constructed on the side or rear of any property may be the same as above or, (i) net wire or chain link fencing with dark brown posts, (ii) stone, rock or brick construction that is similar to the residence's exterior construction. Rear yard fencing may be wooden, providing it is painted or stained on all sides.

10. No exterior television, radio or other antenna of any type shall be placed, allowed, or maintained on any lot unless screened from neighbor or street view.

11. On street parking is restricted to approved deliveries, pick up or short time guests and invitees.

12. No exterior storage of any items of any kind shall be permitted, unless placed in areas attractively screened or concealed from view of neighboring property, pathways and streets. This provision shall apply without limitation to wood piles, camping trailers, boat trailers, travel trailers, boats, and unmounted pickup camper units. No automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on THE PROPERTY in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use.

13. No garbage or trash shall be placed outside the exterior of any building, except in containers meeting the specifications of the county or city health department, as applicable. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

14. Dogs, cats, horses, cattle, sheep, goats, birds, fish,

and other animals may be kept on THE PROPERTY in reasonable numbers, so long as such animal is not, or does not become a nuisance, threat, or otherwise objectionable to other owners. Swine for commercial purposes are not permitted. All animals must be kept on a leash and/or in fenced areas.

15. No water, sewer, service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

16. No exterior signs or advertisements of any kind may be placed, allowed or maintained on THE PROPERTY. For sale or lease signs are permitted.

17. No exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavation or shafts shall be permitted upon or under any lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on THE PROPERTY.

18. No lot shall be maintained or utilized in violation of these covenants, conditions and restrictions.

19. The interior of all carports shall be maintained by the owners in a neat, clean and sightly condition.

20. No portion of THE PROPERTY shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other fire arm, or any bow and arrow or other device capable of killing or injuring.

21. Driveways shall be hard surfaced and shall be constructed with a minimum width of nine (9) feet along their entire width. The width of each driveway shall flare to a minimum of sixteen (16) feet at the street. Dust producing driveways are not permitted.

22. All roofing material on structures shall be either standing seam metal, wood shake, tile, or the top grade heavy weight composition of fiberglass shingle.

23. During construction of a structure, the owner and/or his contractor must maintain and keep the premises clean and free of excess debris at all times.

ENFORCEMENT

The DECLARANT or any owner of any portion of THE PROPERTY shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations herein. Failure to enforce any covenant, condition or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.

SEVERABILITY

Invalidation of any one of these covenants, conditions, and restrictions by judgment or court order shall in no way affect any other covenant, condition and restriction, and all other covenants, conditions, and restrictions shall remain in full force and effect.

COVENANTS RUNNING WITH THE LAND

These covenants, conditions, and restrictions are for the purpose of protecting the value and desirability of THE PROPERTY. Consequently, they shall run with THE PROPERTY and shall be binding on all parties having any right, title or interest in THE PROPERTY in whole or in part, and their heirs, successors, and assigns. These covenants, conditions and restrictions shall be for the benefit of THE PROPERTY, and each and every owner of a portion of THE PROPERTY.

DURATION AND AMENDMENT

These covenants, conditions, and restrictions shall be effective for a term of twenty (20) years from the date this declaration is recorded, after which period these covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. After the initial twenty (20) year term, these covenants, conditions, and restrictions shall be subject to termination by an instrument of the owners of more than sixty-six and two-thirds ($66 \frac{2}{3}\%$) percent of the acreage within THE PROPERTY.

After the initial twenty (20) year term, these covenants, conditions, and restrictions may be amended by an instrument executed, acknowledged, and recorded by the owners of sixty-six and two-thirds ($66 \frac{2}{3}\%$) percent of the acreage within THE PROPERTY.

No amendment or termination shall be effective until recorded in the Real Property Records of Kerr County, Texas, with all requisite government approvals, if any.

ATTORNEY'S FEES

If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

CHARLES E. LEWIS, Declarant

PATRICIA C. LEWIS, Declarant

LEWFAM, LTD., a Texas Limited
Partnership, Declarant

By: CHARLES E. LEWIS, General
Partner

WAL 0860 PM 826

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising, more or less, 216.97 acres out of M. Primrose Survey No. 140, Abstract No. 267, and 0.33 acre out of J. S. Anderson Survey No. 141, Abstract No. 2, in Kerr County, Texas; the same land conveyed as 214.36 acres from A. F. Jackson to Wilfred L. Doherty and wife, Elizabeth F. Doherty, by a Warranty Deed executed the 18th day of July, 1979, and recorded in Volume 181 at Page 141 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 3/8" iron stake on the lower south bank of the Guadalupe River, said to bear, more or less, 2396 ft. N. 63 degrees 37 feet W. from the east corner of said Survey No. 141, the north corner of 515 acres conveyed to Herman Swan by a deed in Volume 232 at Page 577 of the Deed Records of Kerr County, Texas;

THENCE, with the approximate meanders of the lower bank of said river; N. 85 degrees 51 feet W., 1136.24 ft. to a 1/2" iron stake set at the base of a 24" Cypress tree 7 ft. from the waters edge; S. 84 degrees 46 feet W., 353.29 ft. to a 1/2" iron stake set at the base of a 12" Cypress tree 2.5 ft. from the waters edge; N. 89 degrees 14 feet W., 143.63 ft. to a 1/2" iron stake set at the base of a 48" Cypress tree 5 ft. from the waters edge; and N. 73 degrees 43 feet W., 648.74 ft. to a 1/2" iron stake set for the north corner of the herein described tract from which a blazed x 18" Cypress tree bears 20.24 ft. N. 45 degrees 18 feet W., the east corner of 783.73 acres of land conveyed to Herman A. Swan by a deed in Volume 106 at Page 268 of the Deed Records of Kerr County, Texas;

THENCE, with a fence along the southeast line of said Swan 787.73 acres, S. 44 degrees 42 feet W., 4195.74 ft. to a 1/2" iron stake set at a cornerpost for the west corner of the herein described tract, the westerly north corner of said Swan 515 acres;

THENCE, with a fence along the westerly northeast line of said Swan 515 acres; S. 51 degrees 52 feet E., 404.54 ft. to a 1/2" iron stake at an anglepost; and S. 51 degrees 29 feet E., 1774.26 ft. to a cornerpost and 1/2" iron stake for the south corner of the herein described tract, a reentrant corner of said Swan 515 acre tract;

THENCE, with a fence along the northerly northwest line of said Swan 515 acres, N. 40 degrees 23 feet E., 3094.15 ft. to a 1/2" iron stake; N. 40 degrees 30 feet E., 1322.19 ft. to a 1/2" iron stake; and N. 40 degrees 29 feet E., 974.25 ft. to the **PLACE OF BEGINNING**, containing 217.30 acres of land, more or less, within these metes and bounds; **INCLUDING** the 20 ft. easement over the existing roadway into the hereinabove described tract upon, over and across said Swan 515 acres, which was conveyed from Dwight R. Knapp to G.D. Reading by a deed in Volume 100 at Page 192 of the Deed Records of Kerr County, Texas, and subsequently reserved in the deed for said Swan 515 acres; **INCLUDING** all of the right, title and interest of Arthur E. Forrest and wife, Dorothy M. Forrest, to two easements, being the easement dated November 4, 1941, from H. B. Vasey, et ux, to the Lower Colorado River Authority of Austin, Texas, recorded in Volume 64, Page 602, of Kerr County, Texas, Deed Records, and the easement dated December 8, 1947, from Dwight R. Knapp, et ux, to the Lower

Colorado River Authority, of Austin, Texas, record. in Volume 1, page 48, of the Kerr County Easement Records, and both of said easements being fully described in the Release of Easements and Quitclaim from the Lower Colorado River Authority to G. D. Reading, et ux, dated June 29, 1964, recorded in Volume 4, page 40, of the Easement Records of Kerr County, Texas, to which instruments and their records reference is here made for all purposes; SAVE AND SUBJECT TO A FLOOD EASEMENT conveyed from said Wilfred L. Deharty, et ux, to the Upper Guadalupe River Authority, 2.1 acre of land, more or less, out of said Survey No. 140, executed the 3rd day of April, 1978 of record in Volume 11 at Page 617 of the Easement Records of Kerr County, Texas.

WML 0860 PAGE 827

SAVE AND ACCEPT:

Re: description of 139.4 acre out of Survey No. 140, Kerr Co., Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 139.4 acres, more or less, being out of original Survey No. 140, Mordecai Privarose, Abstract No. 267, being part of that 217.3 acre tract which was conveyed from Rex E. Thomas, M. D., to Lewfam, LTD, by deed dated the 1st day of October, 1989, of record in Volume 533, on page 200, of the Real Property Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post, the west corner of said 217.3 acre tract to Lewfam, LTD, the most westerly north corner of that 255.2 acre Tract II which was conveyed from Raymond Barker, to Lewis E. Brazelton, by deed dated the 22nd day of December, 1994, of record in Volume 784, page 25, of the Real Property Records of Kerr County, Texas, being in the southeast line of that 783.73 acre tract which was conveyed from Merle Lewis Moore Tirado, to Hurman A. Swan and Lelia M. Swan, by deed dated the 12th day of November, 1959, of record in Volume 106, page 268, of the Deed Records of Kerr County, Texas;

THENCE with the northwest line of said 217.3 acre Lewfam, LTD. tract, the northwest line of subject tract, the southeast line of said 783.73 acre tract, along fence, N.44°38'E. for a distance of 1815.0 feet and N.44°32'E. for a distance of 2380.7 feet to a 1/2" iron stake found on the southwest bank of the Guadalupe River, the north corner of said 217.3 acre Lewfam, LTD. tract, the east corner of said 783.73 acre tract, from which a blazed X, 18" Cypress Tree Bears 20.2 feet N.45°18'W.;

THENCE with the southwest bank of the Guadalupe River, following its meanders at every point, the northeast line of said 217.3 acre Lewfam, LTD. tract, S.73°43'E. for a distance of 539.3 feet to the most northerly east corner of subject tract;

THENCE with division line of said 217.3 acre Lewfam, LTD. tract, S.44°32'W., being parallel to the northwest line of said 217.3 acre Lewfam, LTD. tract, at 40.8 feet a 1/2" iron stake set, continuing a total distance of 1455.7 feet to a 1/2" iron stake set marking a re-entrant corner of subject tract;

THENCE continuing with division line of said 217.3 acre Lewfam, LTD. tract, S.13°17'W. for a distance of 554.3 feet to a 1/2" iron stake set and continuing S.56°28'E. for a distance of 1237.3 feet to a 1/2" iron stake set marking the most southerly east corner of subject tract, in the southeast line of said 217.3 acre Lewfam, LTD. tract, a northwest line of said 255.2 acre Tract II;

THENCE with the southeast line of said 217.3 acre Lewfam, LTD. tract, a northwest line of said 255.2 acre Tract II, near fence, S.40°19'W. for a distance of 2528.6 feet to a fence corner post, the south corner of said 217.3 acre Lewfam, LTD. tract, a re-entrant corner of said 255.2 acre Tract II;

THENCE with the southwest line of said 217.3 acre Lewfam, LTD. tract, a northeast line of said 255.2 acre Tract II, along fence, N.51°37'W. for a distance of 1774.3 feet and N.51°56'W. for a distance of 404.8 feet to the place of beginning.

Surveyed on the ground this date and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues
Charles B. Domingues

Date August, 1995

Registered Professional Land Surveyor No. 1713

Only those prints containing the raised seal should be considered official and relied upon by the user.

RECORD Real Property
VOL 860 PG 805

RECORDING DATE

JUL 26 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY

Providing notice which meets the state, county or local requirements of the recording statute of the state of Texas is hereby acknowledged under the provisions of the Texas Constitution and the Texas Property Code, Chapter 61, Subchapter C, Section 61.051, et seq.

JUL 26 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

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

WL 0861 PAGE 633

FILED FOR RECORD

at 3:25 o'clockM

5801

JUL 3 0 1996

PATRICIA DYE

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONSClerk County Court, Kerr County, Texas
My commission expires Deputy

FOR

SADDLEWOOD ESTATES, SECTION THREE
KERR COUNTY, TEXAS

THIS DECLARATION, made this 25 day of July, 1996, by
Saddlewood Partners I, Ltd., a limited partnership,
("Declarant"):

WITNESSETH

Declarant is the owner of all that certain real property (the "Property") located in Kerr county, Texas, consisting of 254.5 acres, more or less, more fully described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes. A Plat of the Property, which Plat is recorded in Volume 6, Page 294, Plat Records of Kerr County, Texas, creates SADDLEWOOD ESTATES, SECTION THREE, a subdivision in Kerr County, Texas.

Declarant has devised a general plan of development for the Property which provides a common theme of development as a residential development for equestrian, agricultural, and residential purposes designed to protect and preserve the character and natural beauty of the Property over a long period of time.

This general plan will benefit the Property, the Declarant, and each Owner of an interest in the Property.

Declarant has caused Saddlewood Estates Owners Association, Inc. to be incorporated as a non profit corporation under the laws of the State of Texas. The power and duty of maintaining and administering the Property in accordance with the provisions, terms, and conditions of this Declaration, the Articles, and the Bylaws has been assigned to the Association and/or various committees, as hereinafter provided.

Therefore, in accordance with the doctrines of restrictive covenants and implied equitable servitude, Declarant desires to restrict the Property in accordance with the provisions, terms, and conditions of this Declaration in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold and conveyed subject to the following provisions, terms, and conditions:

A. DEFINITIONS: The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Architectural Control Committee" shall mean and refer to that Committee as defined subsequently in this Declaration.
2. "Articles" shall mean the Articles of Incorporation of the Association, and shall additionally include any amendments or supplements thereto as may be made from time to time.
3. "Association" shall mean and refer to the Saddlewood Estates Owners Association, Inc.
4. "Board" shall mean and refer to the Board of Directors of the Association.
5. "Bylaws" shall mean and refer to the Bylaws of the Association, and shall additionally include any amendments or supplements thereto as may be made from time to time.
6. "Common Areas" shall mean all areas of the Property designated as Common Area on the Plat.
7. "Declarant" shall mean Saddlewood Partners I, Ltd., and the successors and assigns of Declarant.
8. "Declaration" or "this Declaration" shall mean this document and shall additionally include any amendments or supplements hereto as may be made from time to time.
9. "Deed" shall mean a deed or other instrument conveying fee simple to, or a fee simple interest in, a "Lot".
10. "Lot" shall mean and refer to any Lot (with the exception of any Common Areas and any Open Areas) shown on the Plat.
11. "Member" shall mean and refer to a Member of the Association. Requirements for membership and voting rights of Members shall be as defined in the Articles and Bylaws.
12. "Open Areas" shall mean all areas of the Property

which are not designated as Lots, Common Areas, Recreational Trails, or road rights-of-way.

13. "Owner" shall mean and refer to (i) a record Owner of a fee simple interest in any Lot, and (ii) a purchaser of a fee simple interest in any Lot by contract for deed. The foregoing does not include any persons or entities who hold an interest in any Lot within the Property merely as security for the performance of an obligation.

14. "Plat" shall mean the Plat of the Property as filed of record in the office of the County Clerk of Kerr County, Texas, and shall additionally include any amendments, supplements, or replat thereto or thereof as may be made from time to time.

15. "Property" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall additionally include all other real property which may subsequently be added to and made subject to this Declaration by amendment or supplement hereto.

16. "Recreational Trails" shall mean those areas referred to as "horse/walking trails" on the Plat. The Recreational Trails are Common Areas.

17. "Rules and Regulations" shall mean any Rules and Regulations adopted by the Association and/or its various committees, as may be permitted by this Declaration, the Articles, or the Bylaws, and shall additionally include any amendments or supplements thereto as may be made from time to time.

18. "Wildlife Committee" shall mean and refer to that Committee as defined subsequently in this Declaration.

B. COVENANTS BINDING:

1. **PROPERTY BOUND:** The Property shall be subject to all provisions, terms, and conditions found in this Declaration. The provisions, terms, and conditions of this Declaration shall be for the benefit of, and shall run with and bind the Property.

2. **OWNERS BOUND:** All provisions, terms, and conditions of this Declaration shall be binding upon and for the benefit of each Owner and his heirs, executors, administrators, trustees, personal representatives, successors and assigns. Each Owner,

for himself, his heirs, executors, administrators, trustees, personal representatives, successors and assigns expressly agrees to pay, and to be personally liable for, all assessments provided for hereunder, and to be bound by all of the provisions, terms, and conditions of this Declaration, the Articles, and the Bylaws. Each Owner shall be and remain personally liable, regardless of whether he has transferred title to his Lot, for the amount of assessments on his Lot (together with interest thereon, cost of collection and attorneys' fees, if any) which fell due while he was the Owner. An Owners personal liability shall not pass to a successor Owner unless expressly assumed by a successor Owner. Any assumption of personal liability by a successor Owner shall not relieve the prior Owner of personal liability.

C. COVENANTS AND USE RESTRICTIONS:

1. USE, SIZE AND COMPOSITION: The Property shall be used for residential, recreational, ranching, and agricultural purposes only, and shall not be used for any mercantile or commercial purposes. No building shall be erected, altered or permitted to remain on any Lot other than no more than three (3) residential structures with the main structure to be not less than 1,800 square foot of living area. No structure shall exceed two stories in height. A separate private garage (or other covered car parking facility) for not more than four automobiles is also permitted. Appurtenant structures may be placed on a Lot as may be approved by the Architectural Control Committee. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

2. MOBILE HOMES: Modular, ready-built, manufactured homes, mobile homes, and pre-existing structures are prohibited from being placed on any Lot.

3. SET BACKS: No structure other than fencing, walls, planters, and hedges shall be placed on any Lot less than 125 feet from a roadway property line or lines, 50 feet from any side property line or 50 feet from the back property line. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

4. BURNING: No fires shall be permitted on any

W. 0861/M.637

portion of Property unless approval is obtained in advance. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

5. OFFENSIVE USE: No offensive, noxious, profane or unlawful use shall be made of any of the Property.

6. SUBDIVISION: No Lot may be further divided without permission of the Association. Under no circumstances may a Lot be subdivided into Lots which contain less than three (3) acres. Notwithstanding the provisions, terms, and conditions of this paragraph or any other provision, term, or condition of this Declaration; the provisions, terms, and conditions of this paragraph shall not apply to any Lot owned by Declarant.

7. CONSTRUCTION: All structures shall be of new construction. No structure shall be constructed on any Lot without first submitting the plans, drawings and specifications to the Architectural Control Committee for approval. The Architectural Control Committee shall indicate approval by signing and dating the submitted plans, drawings, and specifications, and retaining a copy of same. Shiny roofs or siding are prohibited. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

8. CONSTRUCTION COMPLETION: Construction of a structure must be completed within one (1) year from the time construction commenced.

9. WATER SYSTEMS: Individual wells or water systems are prohibited.

10. SEWAGE: Individual sewage disposal systems shall be located, constructed and equipped in compliance with the rules and regulations of all governmental authorities and agencies having jurisdiction.

11. FENCES: No fence shall be constructed, situated or located a distance less than thirty (30) feet from the roadway property lines of any Lot. All fences placed or constructed on any Lot shall be of similar design and equal quality to the fences then existing on the Property and shall be approved by the Architectural Control Committee. Any fence fronting any roadway shall be the standard four (4) board, dark

brown wooden fence similar in design, size shape, color and construction to the standard fence fronting the roadway at the entry of Saddlewood Estates. Any fence constructed on the side or rear of any Lot may be the same as above or (a) net wire or chain link fencing with dark brown posts; (b) painted or stained wood; and (c) stone, rock or brick construction that is similar to the residence exterior construction. Rear yard fencing may be wooden or an approved design, providing it is painted or stained on all sides. No fence may be installed across Common Areas or easement areas. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

12. ANTENNAS: No exterior television, radio or other antenna of any type shall be placed, allowed, or maintained upon any Lot unless screened from view of all other Lots, Common Areas, Recreational Trails, and road rights-of-way, and must have written approval of the Architectural Control Committee. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

13. ROADWAY PARKING: Parking on road right-of-ways is restricted to deliveries, pickup or short time guests and invitees.

14. STORAGE: No exterior storage of any items of any kind shall be permitted except with prior written approval and authorization of the Architectural Control Committee. Any such storage as is approved and authorized shall be in areas attractively screened or concealed from view from all other Lots, Common Areas, Recreational Trails, and road rights-of-ways. This provision shall apply without limitation to all exterior storage and shall include, but not be limited to, wood piles, camping trailers, boat trailers, travel trailers, boats, pickup camper units, automobiles, trucks or other vehicles. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

15. GARBAGE: No garbage or trash shall be placed outside the exterior of any structure, except in containers meeting specifications of the Association, and the placement, maintenance, and appearance of all such containers shall be subject to Rules and

Regulations of the Association. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

16. OUTSIDE LIGHTING: No outside lighting other than indirect lighting, shall be placed, allowed or maintained on any Lot without prior written approval and authorization of the Architectural Control Committee. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

17. ANIMALS: Dogs, cats, horses, birds or fish may be kept on a Lot in reasonable numbers, so long as, in the discretion of the Association, such animals are not, or do not become a nuisance, threat or otherwise objectionable to other Owners. Swine are not permitted. Other animals not mentioned herein must be approved by the Wildlife Committee. All animals must be kept on leash or in fenced areas, and be on leash when off the Lot. The Wildlife Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

18. ENCROACHMENTS: No tree, shrub, or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any Common Areas, Recreational Trails, or road rights-of-ways from ground level to a height of seven (7) feet without the prior written approval and authorization of the Architectural Control Committee. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

19. SERVICE LINES: No water, sewer, service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

20. SIGNS: No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Architectural Control Committee, except that mailboxes and residential nameplates may be placed and maintained in conformity with such Rules and Regulations as may be

W. 0861 MC 640

adopted by the Architectural Control Committee. For Sale and For Lease signs are not permitted unless approved by the Architectural Control Committee. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

21. REPAIRS: No repair or maintenance of any detached machinery, equipment or fixtures, including without limitation motor vehicles, shall be made upon any portion of any Lot within view of all other Lots, Common Areas, Recreational Trails, or road rights-of-ways, without prior written approval of the Association.

22. OIL AND MINERAL ACTIVITY: No oil, gas, or other mineral exploration, drilling, development or refining operations shall be permitted. No drilling, quarrying, or mining operations of any kind, including, but not limited to, oil wells, surface tanks, tunnels, mineral excavation, or shafts shall be permitted upon or under any Lot. No structure designed for drilling, transporting, storing, or refining oil, gas, or other minerals shall be erected, maintained or permitted on any Lot.

23. VIOLATION OF DECLARATION: No Lot shall be maintained or utilized in violation of this Declaration the Articles, or the Bylaws.

24. MOTOR VEHICLES. Motor vehicles may be parked only in a carport, driveway, or parking areas designated by the Association, unless otherwise authorized by the Association in writing. No buses, vans, trucks, or other vehicles having a carrying capacity in excess of one ton or designed for commercial purposes shall be placed, allowed or maintained upon any Lot except with the prior written approval of the Association in areas attractively screened or concealed from view of all other Lots, Common Areas, Recreational Trails, and road rights-of-ways.

25. GARAGES AND CARPORTS: The interiors of all carports shall be maintained in a neat, clean and slightly condition. No carport shall be used for storage. No power equipment, hobby shops or carpenter shops shall be maintained in any carport. No overhaul, repair or maintenance work of any nature shall be conducted therein, including, but not limited to,

WM 0861 MC641

detached machinery, equipment, fixtures, or motor vehicles. Garages shall not face the street. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

26. WALLS, FENCES, PLANTERS AND HEDGES: The following (as to any wall, fence planter or hedge permitted by the Architectural Control Committee) shall apply:

a. No wall or fence shall be erected or maintained nearer than thirty (30) feet to a Lot property line bordering on a road right-of-way.

b. No planter (inclusive of vegetation planted therein), or hedge in excess of two (2) feet high shall be erected or maintained nearer than thirty (30) feet to a Lot property line bordering on a road right-of-way. No wall, fence, planter, or hedge shall, in the sole and exclusive judgment of the Architectural Control Committee, unduly interfere with the view from any other Lot.

The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

27. HUNTING: Hunting on any Lot is prohibited.

28. FIREARMS: Discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or other device capable of killing or injuring is prohibited.

28. DRIVEWAYS: Driveways shall be hard surfaced and shall be constructed with a minimum width of nine (9) feet along their entire length. The width of each driveway at its entrance to the road must flair to a minimum width of (i) 16 feet; or (ii) the minimum width required by the Kerr County Subdivision Rules and Regulations; which ever is greater. Dust producing driveways are not permitted.

29. LANDSCAPING AND EXCAVATION: All landscaping, including, but not limited to, design, tree and plant types, must be approved in writing by the Architectural Control Committee. Each Lot must be landscaped in an acceptable an approved manner and design within ninety (90) days after construction of the first residence structure has been completed. Digging of dirt or

removal of dirt from any Lot is prohibited except as necessary in conjunction with landscaping or construction on such Lot. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

30. ROOFING MATERIAL: All roofing material for any structure shall be of either standing seam metal, wood shake, tile, or the top grade heavyweight composition or fiberglass shingle. Shiny roofs are prohibited. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

31. CONSTRUCTION DEBRIS: During construction the Owner of a Lot or his contractor must (i) provide a temporary portable toilet and (ii) maintain and keep the Lot clean and free of excess debris at all times. After completion of construction the Owner or contractor shall immediately remove all remaining construction debris from the Lot, leaving it in a clean and well kept condition.

D. ASSIGNMENTS AND POWERS:

1. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is hereby assigned the power and duty of maintaining and administering all provisions, terms, and conditions of this Declaration wherein the Architectural Control Committee is named as the responsible party. The Architectural Control Committee shall have the power to grant reasonable variances concerning any or all of such provisions, terms, and conditions because of topography, unusual Lot location or configuration, or such other reasons as the Architectural Control Committee shall find to be in the best interest of the Property and the Owners. The Architectural Control Committee may adopt reasonable Rules and Regulations concerning any or all of such provisions, terms, and conditions. The Association shall enforce all decisions, variances, and Rules and Regulations of the Architectural Control Committee.

2. WILDLIFE COMMITTEE: The Wildlife Committee is hereby assigned the power and duty of maintaining and administering all provisions, terms, and conditions of this Declaration wherein the Wildlife Committee is named as the responsible party. The Wildlife Committee shall have the power to grant reasonable variances

WL 0861 MC 643

concerning any or all of such provisions, terms, and conditions because of topography, unusual Lot location or configuration, or such other reasons as the Wildlife Committee shall find to be in the best interest of the Property and the Owners. The Wildlife Committee may adopt reasonable Rules and Regulations concerning any or all of such provisions, terms, and conditions. The Association shall enforce all decisions, variances, and Rules and Regulations of the Wildlife Committee.

3. ASSOCIATION: The Association is hereby assigned the power and duty of maintaining and administering all provisions, terms, and conditions of this Declaration wherein the Architectural Control Committee or the Wildlife Committee are not named as the responsible party. The Association shall have the power to grant reasonable variances concerning any or all of such provisions, terms, and conditions because of topography, unusual Lot location or configuration, or such other reasons as the Association shall find to be in the best interest of the Property and the Owners. The Association may adopt reasonable Rules and Regulations concerning any or all of such provisions, terms, and conditions. The Association shall enforce all decisions, variances, Rules and Regulations of the Association.

E. EASEMENTS RESERVED: Easements for various purposes are reserved on the Plat. Full ingress and egress to the easements is hereby reserved at all times over the entire Property. Any party having rights to use of an easement shall have the right to remove any obstruction found on any easement which might interfere with use of the easement by such party.

F. ASSOCIATION ASSESSMENTS:

1. ANNUAL ASSESSMENT: The Association may assess an annual assessment against each Lot. The Association will for each year fix the annual assessment at a total amount estimated in good faith by the Association to approximate the costs and expenses of the Association for the purposes hereinafter specified, for the next calendar year. The annual assessment for calendar year 1996 is \$75.00 per acre. The annual assessment shall be adjusted as necessary at the end of each calendar year.

The annual assessment shall be pro rated per acre against each Lot and shall be due and payable on

January 1st of each calendar year, in advance. If a Lot becomes subject to the annual assessment on a date other than January 1st, the annual assessment shall be pro-rated, and the Owner shall pay the pro-rated portion in advance, on the date the Lot becomes subject to the annual assessment.

The annual assessment shall be used for the following purposes:

- a. Office expense (including, but not limited to, salaries, communication expense, office supplies, equipment, utilities, etc...), accounting fees, legal fees, and such other costs, expenses, and professional fees as may be required by the Association.
- b. Maintenance, repair, and replacement of the roads and road right-of-ways as shown on the Plat in a condition equal or superior to the condition of the roads and road right-of-ways when originally installed.
- c. Maintenance, repair, and replacement of all drainage ditches, facilities, and improvements shown on the Plat, or located on road right-of-ways, easements, Common Areas, or Recreational Trails shown on the Plat. Such ditches, facilities, and improvements shall be maintained in a condition equal or superior to their original condition when originally installed.
- d. Maintenance, repair, or replacement of the outside fence in a condition equal or superior to the condition of the outside fence when originally installed.
- e. Costs of preparation of any tax returns or other documents or reports required to be filed by the Association by any governmental agency or authority; to include payment of taxes, fees, and other charges and costs required to be paid by or to such governmental agency or authority.
- f. The Association expense for Security as may be required by the Association.
- g. Maintenance, repair, and replacement of the Common Areas and all common improvements and facilities located thereon (not including utility

WL 0861 PAGE 645

improvements or facilities) in a condition equal or superior to their original condition when originally installed.

h. The Association expense of Insurance as may be required by the Association.

i. The Association expense for garbage and trash removal;

j. Costs and expenses incurred by the Association in enforcing the provisions, terms, and conditions of this Declaration.

k. Costs and expenses incurred by the Architectural Control Committee in fulfilling and carrying out its powers, duties, and obligations pursuant to this Declaration.

l. Costs and expenses incurred by the Wildlife Committee in fulfilling and carrying out its powers, duties, and obligations pursuant to this Declaration.

m. Miscellaneous costs and expenses incurred by the Association in fulfilling and carrying out its powers, duties, and obligations pursuant to this Declaration, the Articles, and the Bylaws.

2. SPECIAL ASSESSMENTS: The Association may make special assessments as follows:

a. ANNUAL ASSESSMENT PURPOSES: In the event the Association expends or anticipates that it will be required to expend funds for any of the annual assessment purposes in excess of the annual assessment funds collected by the Association, the Association may make a special assessment per acre against each Lot for such excess funds expended or to be expended. Any special assessment in excess of \$100.00 per acre will require a majority vote of the Members of the Association entitled to vote.

b. IMPROPER MAINTENANCE BY OWNER: In the event any portion of a Lot or structure thereon is, in the judgment of the Architectural Control Committee, (i) not maintained in a manner which complies with the provisions, terms, and conditions of this Declaration; or (ii) presents a

public or private nuisance, or (iii) substantially detracts from the appearance or quality of neighboring Lots, structures, or other areas of the Property; the Architectural Control Committee may specify the particular condition or conditions which exist, and deliver notice thereof to the Owner that unless corrective actions are taken within ten (10) days, the Association will cause such corrective actions to be taken at the Owner's expense. If, at the expiration of said ten (10) day period, the requisite corrective actions have not been taken, the Architectural Control Committee shall be authorized and empowered to cause such corrective actions to be taken. The cost of such corrective actions shall be assessed against the Lot and the Owner thereof, as a special assessment. The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

c. COMMON AREA DAMAGE: The Association may make a special assessment against any Owner and such Owner's Lot for the cost of repairing any damage caused to Common Areas, or improvements thereon, by such Owner, such Owner's family members, or a guest or invitee of such Owner or his family members.

3. NOTICE/DUE DATE: Written notice of all assessments shall be delivered to the Owner or Owners of the Lot or Lots against which such assessments are made. Annual assessment notices shall state the amount of the annual assessment and that it is due and payable on or before January 1st, in advance. Special assessment notices shall state the amount of the special assessment that it is due and payable on or before thirty (30) days from the date of the notice. Such notices of assessment shall be deemed delivered when duly deposited in the custody of the United States Postal Service, postage prepaid, addressed to the Owner or Owners at the last known mailing address shown in the books and records of the Association.

4. LIEN FOR ASSESSMENTS:

a. IMPOSITION OF LIEN: At any time there is an unpaid annual or special assessment outstanding with respect to a Lot, the Association shall have the right to file of record with the County Clerk

of Kerr County, Texas, a written statement describing such Lot and declaring the amount of the unpaid annual or special assessment. Such filing shall automatically constitute a lien upon such Lot and the structures thereon (the "Assessment Lien") in favor of the Association for (i) the amount of such unpaid assessment, (ii) all costs and expenses of the Association, including, but not limited to, costs of enforcement, and (iii) interest at the highest rate allowed by applicable law on the assessment from its due date and on all costs and expenses from the date same were incurred. Upon payment of the Assessment Lien, the Association shall deliver to the Lot Owner an appropriate release of the Assessment Lien so paid.

b. TRUSTEE: For value received and to secure payment of said assessments, each Owner conveys such Owner's Lot to GARY E. KERSEY, Trustee, in trust. If an Owner defaults in the payment of any assessment and the default continues after recording of the Assessment Lien, then the Association may foreclose in accordance with the Texas Property Code as then amended and the Association may purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the amount of the Assessment Lien. In the event of any sale hereunder, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of facts, or other recitals therein made as to the nonpayment of money secured, or as to the request to the trustee to enforce the trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place, and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. At the option of the Association, a substitute trustee may be appointed without any formality other than a designation and recording of a substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the trustee herein named, the same as if such substitute trustee had been named original trustee herein. The defaulting Owner will pay all reasonable attorney's fees and

W. 0661 M. 648

expenses which may be incurred by the Association in enforcing the terms hereof, or in any suit to which the Association may become a party where this Declaration is in any manner involved and all expenses incurred in presenting a claim against the estate of an Owner or a bankruptcy.

c. OWNER'S PROMISES: By becoming an Owner, as that term is defined in this Declaration, and accepting the document or documents by and through which he became an Owner (whether or not it shall be so expressed in such document or documents), each Owner, for himself, his heirs, executors, administrators, trustees, personal representatives, successors and assigns, covenants and agrees:

1. That Owner will pay all assessments, costs, expenses, and interest when due.

2. That Owner shall be, and remain, personally liable for any and all assessments, costs, expenses, and interest assessed against his Lot while he is (or was) the Owner thereof, and same shall be a continuing personal obligation of the Owner until paid in full.

3. That each Assessment Lien shall be a charge and continuing lien upon the Lot against which it was made.

G. DECLARANT EXEMPT FROM ASSESSMENTS: Notwithstanding any other provision found in this Declaration to the contrary, any Lot or other real property owned by Declarant shall be exempt from all assessments, and no lien may be placed on any such Lot or other real property for same, nor shall the provisions of paragraph C., 6, hereinabove, entitled SUBDIVISION, apply to any Lot or other real property owned by Declarant.

H. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this Declaration for which it has been named the responsible party. As the case may be, no structure, sign, walkway, roadway, landscaping, other improvements or things for which the Committee is the responsible party, shall be erected, placed or altered on any Lot or any other portion of the Property, until the Owner has made application in writing

to the Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and location. The Architectural Control Committee is composed of three (3) members whose names are David M. Cummings, Jr., or his designee, B.K. Cummings, or her designee, and Jimmy Jones, or his designee. The address is 190 Fairway Drive, Kerrville, Texas 78028. Majority vote shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Declarant reserves the right to replace, with or without cause, at Declarant's sole discretion, members of the Committee. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed. Neither the Association nor any other party shall have the right to exercise any powers or duties of the Committee, remove or replace any Member of the Committee, or exercise any power or control over the Committee. The powers and duties of the Committee shall cease and terminate twenty (20) years after the date of this instrument, and any approval required by the Committee shall not thereafter be required unless prior to said date and effective thereon, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted, or if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the requirements of this Declaration shall be deemed to have been fully satisfied.

I. WILDLIFE COMMITTEE: The Wildlife Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this Declaration for which it has been named the responsible party. The Wildlife Committee shall be composed of three members whose names are David M. Cummings, Jr., or his designee, B.K. Cummings, or her designee, and Jimmy Jones, or his designee. Majority vote shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a

representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Declarant reserves the right to replace, with or without cause, at Declarant's sole discretion, members of the Committee. Neither the Members of the Committee nor its representatives shall be entitled to any compensation for services performed. Neither the Association nor any other party shall have the right to exercise any powers or duties of the Committee, remove or replace any member of the Committee, or exercise any power or control over the Committee. The powers and duties of the Committee shall cease and terminate twenty (20) years after the date of this instrument, and any approval required by the Committee shall not thereafter be required unless prior to said date and effective thereon, the Association shall execute and file for record an instrument appointing a representative or representatives who shall thereafter exercise the same powers and duties granted to the Committee. The Committee's approval or disapproval shall be in writing. If the Committee fails to give written approval within thirty (30) days, then the question or issue on which the Committee failed to give written approval shall be considered disapproved.

In addition to maintaining and administering any other provision, term, or condition of this Declaration for which it has been named the responsible party, the Committee shall be responsible for overseeing management of the free roaming wildlife within the Property, and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

J. ASSOCIATION VOTING RIGHTS: Members of the Association shall have voting rights as stated in the Articles of Association for the Association and/or By-Laws of the Association. Quorum and voting requirements shall be as stated in the Articles of Association for the Association and/or By-Laws of the Association. Notwithstanding any other provision, term, or condition of this Declaration, the Articles, or the Bylaws to the contrary, any Owner against which there are due and outstanding unpaid assessments, costs, expenses, or interest shall not have voting rights until all such assessments, costs, expenses, or interest are paid in full.

K. DELEGATION OF POWERS AND DUTIES: Notwithstanding any other provision, term, or condition of this Declaration, the

Vol 0861 p.651

Articles, or the Bylaws to the contrary, the Association and the Board has exclusively transferred, assigned, granted, conveyed, and delegated and by these presents exclusively transfers, assigns, grants, conveys, and delegates unto Declarant, all powers, rights, and duties of the Association and the Board, for the benefit of the Property and the Owners. Declarant shall have the exclusive right to exercise the powers, rights, and duties of the Association and the Board, and the sole responsibility and authority to manage the business and affairs of the Association and the Board, until Declarant terminates same. Without limiting the generality of the foregoing full and complete transfer, assignment, grant, conveyance, and delegation, Declarant shall have the following powers, rights, and duties:

1. To pay from Association funds all costs and expenses required or allowed to be paid by the Association under the provisions, terms, and conditions of this Declaration.
2. To enter into contracts and agreements for the performance of all duties, powers, and obligations of the Association and/or Board.
3. To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Property on behalf of the Association and/or all Owners.
4. To enter into contracts, maintain one or more bank accounts and generally, to have all rights and powers necessary or incidental to the operation and management of the Association and/or the Board.
5. To protect or defend the Property from loss or damage by suit or otherwise.
6. To maintain adequate Association financial reserves in order to perform and exercise the powers, rights, and duties of the Association and/or Board.
7. To enforce the terms, and conditions of this Declaration, including, but not limited to, any variances, rules and regulations, or assessments made hereunder and to enjoin and seek damages from any Owner.

L. INSURANCE: Each Owner shall a fire and extended coverage insurance policy with respect to all insurable structures on such Owner's Lot. Such insurance shall be

WL 0861 MC 652

for the highest insurable value of the structures insured.

M. **WATER SYSTEM:** Declarant has caused a water system to be installed on the Property. The Plat shows certain Lots designated as "well Lots". Well lots are reserved for use as water well sites and the placement of other machinery, equipment, structures, and improvements necessary for the water system. Notwithstanding any other provision, term, or condition of this Declaration to the contrary, all provisions, terms, and conditions of this Declaration shall apply to the well Lots to the extent that such provisions, terms, and conditions do not unreasonably interfere with use of the well Lots as part of the water system.

N. **MODIFICATION AND AMENDMENT:** Any term or condition of this Declaration may be altered, amended, modified, supplemented, or revoked in whole or in part, as follows:

1. By Declarant by instrument duly filed of record in Kerr County, Texas, notwithstanding any other provision, term, or condition of this Declaration to the contrary.

2. By eighty (80%) percent of the Members of the Association entitled to vote, evidenced by instrument bearing the signatures of such members, duly filed of record in Kerr County, Texas.

O. **DURATION:** The provisions, terms, and conditions (as may be altered, amended, modified, supplemented, or revoked in accordance with the foregoing paragraph entitled **MODIFICATION AND AMENDMENT**) of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, the Owner of any Lot or real property subject to this Declaration, and all of their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded.

After expiration of such twenty (20) year term, the provisions, terms, and conditions (as may be altered, amended, modified, supplemented, or revoked in accordance with the foregoing paragraph entitled **MODIFICATION AND AMENDMENT**) of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty (80%) percent of the Members of the Association entitled to vote has been recorded, agreeing to abolish this Declaration.

P. **ASSOCIATION FUNDS EXPENDITURES:** The judgment of Declarant, the Association, and/or the Board, and their respective successors and assigns, in the allocation and expenditure of Association funds shall be final so long as such judgment is exercised in good faith. The enumeration in this Declaration, in the Articles and/or in the Bylaws of services for which Association funds may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association.

Q. **ENFORCEMENT:** Enforcement of the provisions, terms and conditions of this Declaration shall be in Kerr County, Texas, and same may be enforced by Declarant, the Association, or any other person or entity having legal standing to enforce same, by any legal method, including, but not limited to, suit and injunction. The prevailing party shall be entitled to recover damages, costs, and attorneys fees. Failure to enforce any provision, term, or condition of this Declaration shall in no event be deemed waiver of the right to do so thereafter.

R. **ACCEPTANCE:** Each Owner, by acceptance of the document or documents by and through which he became an Owner, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, terms, and conditions found in this Declaration, the Articles and/or Bylaws, and additionally acknowledges that such documents set forth a general scheme for improvement and development of the Property.

S. **INVALIDITY:** Invalidity of any provision, term, or condition of this Declaration shall in no way affect any other provision, term, or condition, all of which shall remain in full force and effect.

T. **HEADINGS:** Headings contained in this Declaration are for reference purposes only.

U. **RESUBDIVISION AND REPLATTING:** Notwithstanding any other provision, term, or condition of this Declaration to the contrary, Declarant reserves the right to resubdivide and/or replat at any time, any Lot or Lots owned by Declarant, without consent of the Association or any other party.

V. **ADDITIONAL REAL PROPERTY:** Notwithstanding any other provision, term, or condition of this Declaration to the contrary, Declarant may add and incorporate additional real property into this Declaration and the Association. The

addition may be made by filing an amendment or supplement to this Declaration of record in Kerr County, Texas. After the addition is made the real property added shall thereafter be considered a part of the Property and shall be subject to all provisions, terms, and conditions of this Declaration, the Articles, and the Bylaws.

Each amendment or supplement which adds real property to this declaration shall:

1. Describe the real property to be added;
2. State the number of Lots in such real property to be added;
3. State that such real property to be added and any permanent improvements thereon are subjected to the provisions, terms, and conditions of this Declaration, the Articles, and the Bylaws; and
4. State that each Owner (excluding Declarant) of a Lot therein, his heirs, executors, administrators, trustees, personal representatives, successors and assigns, will be personally liable for all Assessments, costs, expenses, and interest charged by the Association, and will be personally bound by all provisions, terms, and conditions of this Declaration, the Articles, and the Bylaws.

W. NOTICES: Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of such Member or Owner as shown on the records of the Association.

X. MISCELLANEOUS:

1. INTERPRETATION OF DECLARATION: Notwithstanding any other provision, term, or condition of this Declaration to the contrary, Declarant shall have the exclusive right to construe and interpret the provisions, terms, and conditions of this Declaration. Declarant's interpretation hereof shall be final, conclusive, and binding.
2. DECLARANT'S SUCCESSORS AND ASSIGNS: Any reference in this Declaration to Declarant shall include all successors and/or assigns of Declarant.

3. **ASSIGNMENT BY DECLARANT:** The rights, powers, and duties of Declarant may be assigned in whole or in part to any person or entity (one or more). Such assignment(s) must be in writing, and filed of record in Kerr County, Texas.

4. **ENCROACHMENT EASEMENT:** Each Lot shall be subject to an easement for overhangs and minor encroachments by walls, structures and fences upon adjacent Lots as constructed, reconstructed, or repaired in accordance with the original plans and specifications approved by the Architectural Control Committee.

5. **COMMON AREAS:**

a. Only Owners and their guests may use Common Areas. Owners may not charge non-owners for the use of Common Areas. Owners and/or guests may not misuse or abuse the Common Areas.

b. No motor vehicles or motorized equipment of any nature are allowed on Recreational Trails or in any other Common Areas except for driveways and parking areas specifically designed for motor vehicles. Utility providers involved in installing, maintaining, repairing, or replacing utilities or equipment are exempted from this prohibition.

c. All guests must be accompanied at all times by an Owner or an Owner family member when using Common Areas.

d. Any Owner or Member who continually violates the Rules and Regulations regarding Common Areas is subject to suspension of all rights and privileges regarding Common Areas.

e. All Common Areas are to be maintained and administered by the Association.

IN THE WITNESS WHEREOF, Declarant has executed this instrument on July 25, 1996.

Saddlewood Partners I, LTD.

VOL 0861 PAGE 656

By: 

DAVID M. CUMMINGS, JR.,
President of SADDLEWOOD I,
L.C., General Partner of
SADDLEWOOD PARTNERS I, LTD.

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 25th day July
1996, by David M. Cummings, Jr. President of Saddlewood I, L.C., General
Partner of Saddlewood Partners I, LTD.




Notary Public, State of Texas
My Commission Expires: 6/7/00

Filed By & Return to:
Saddlewood Partners I, Ltd.
190 Fairway Dr.
Kerrville, Tx 78028.
ATTN: David M. Cummings, Jr.

Recorders herein which record the sale, rental or use of the described property
in the State of Texas are subject to the provisions of the Public Law
94-142, Chapter 1, Section 1, which provides that any instrument recorded in the
Official Public Records of Real Property of this County, Texas on
the date of the time stated herein by me and was duly RECORDED in the
Official Public Records of Real Property of Kerr County, Texas on

RECORD

VOL

Real Property
861 633


RECORDING DATE

JUL 31 1996




COUNTY CLERK, KERR COUNTY, TEXAS




COUNTY CLERK, KERR COUNTY

PROPERTY:

Re: description of 254.5 acres, Kerr County, Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kerr; State of Texas; comprising 254.5 acres, more or less; being approximately 8 acres out of original Survey No. 141, Joseph S. Anderson, Abstract No. 2; approximately 162 acres out of original Survey No. 140, Mordecai Primrose, Abstract No. 267; approximately 64 acres out of original Survey No. 1472, Mima Wilson, Abstract No. 815, approximately 4.2 acres out of original Survey No. 1473, H. E. & W. T. R. R. CO., Abstract No. 777 and approximately 16.3 acre out of original Survey No. 1474, L. A. Rees, Abstract No. 1844; being part of that 521.39 acre tract II, which were conveyed to Lewis E. Brazelton, by General Warranty Deed in Lieu of Foreclosure dated the 22nd day of December, 1994, of record in Volume 784, at page 23, of the Real Property Records of Kerr County, Texas; and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake, the east corner of subject tract, in a southeast line of said 521.39 acre tract, which has coordinates of N= 804601.01 feet and E= 1938895.91 feet, and is located approximately a distance of 4434 feet a direction of S45°W (according to deed 784/23) and a distance of 4061.9 feet a direction of S48°11'W from the east or lower river corner of Survey No. 141, J. S. Anderson .

THENCE with a southeast line of said 521.39 acre tract, a direction of S.66°49'W., for a distance of 1436.5 feet, a fence corner post, and continuing a direction of S.44°06'W., for a distance of 549.7 feet, to a fence corner post, the north corner of Lot 7-A of Sheppard Hills Estates, Replat of Lots 7 & 8;

THENCE with a southeast to south line of said 521.39 acre tract, a line of said Sheppard Hills Estates, Replat of Lots 7 & 8, a direction of S.46°21'W., for a distance of 520.2 feet to a fence corner post, and continuing a direction of S.87°06'W., for a distance of 268.4 feet to a fence corner post, the southwest corner of said 521.39 acre tract;

THENCE with the southwest line of said 521.39 acre tract, a direction of N.44°40'W., for a distance of 95.7 feet, and continuing a direction of N.44°46'W., for a distance of 2924.4 feet to a fence corner post, the west corner of said 521.36 acre tract;

THENCE with the northwest line of said 521.36 acre tract, a direction of N.44°47'E., for a distance of 2949.6 feet to a north corner of subject tract;

THENCE with a northeast line of subject tract, a direction of S.52°03'E., for a distance of 422.4 feet to the point of curvature of a cul-de-sac circular curve to the right (clockwise);



THENCE with the arc of said cul-de-sac circular curve to the right (clockwise), having a central angle of $135^{\circ}13'$, a radius of 50.0 feet, the long chord bears a direction of $S.70^{\circ}10'E.$, for a distance of 92.5 feet, for a distance along said curve of 118.0 feet to the end of curve;

THENCE with a northeast line of subject tract, the northeast line of street, Roundup Trail, a direction of $S.55^{\circ}41'E.$, for a distance of 238.5 feet, and continuing a direction of $S.41^{\circ}33'E.$, for a distance of 255.5 feet to a re-entrant corner of subject tract;

THENCE with a northwest line of subject tract, an northwest line of street, Saddlewood Blvd., a direction of $N.35^{\circ}36'E.$, for a distance of 343.7 feet, to a north corner of subject tract;

THENCE with a northeast line of subject tract, a direction of $S.59^{\circ}31'E.$, for a distance of 60.2 feet, continuing a direction of $S.49^{\circ}04'E.$, for a distance of 360.0 feet, and continuing a direction of $S.49^{\circ}04'E.$, for a distance of 412.3 feet to the point of curvature of a cul-de-sac circular curve to the left (counterclockwise);

THENCE with the arc of said cul-de-sac circular curve to the left (counterclockwise), having a central angle of $160^{\circ}13'$, a radius of 50.0 feet, the long chord bears a direction of $S.44^{\circ}13'E.$, a distance of 98.5 feet, for a distance along said curve of 139.8 feet to the end of curve;

THENCE with a south line of street, Spring Branch Drive, a direction of $S.71^{\circ}11'E.$, for a distance of 378.1 feet, continuing a direction of $S.62^{\circ}11'E.$, for a distance of 336.2 feet, and continuing a direction of $S.53^{\circ}39'E.$, for a distance of 100.0 feet,

THENCE with a line of subject tract, a direction of $S.1^{\circ}51'W.$, for a distance of 164.3 feet, continuing a direction of $S.42^{\circ}20'W.$, for a distance of 70.3 feet, continuing a direction of $S.0^{\circ}00'E.$, for a distance of 320.0 feet, continuing a direction of $S.56^{\circ}31'W.$, for a distance of 423.6 feet, and continuing a direction of $S.62^{\circ}16'E.$, for a distance of 376.2 feet, to a northwest line of said street, Spring Branch Drive;

THENCE with a northwest line of said street, Spring Branch Drive, a direction of $S.42^{\circ}25'W.$, for a distance of 428.8 feet to the point of curvature of a cul-de-sac circular curve to the left (counterclockwise);

THENCE with the arc of said cul-de-sac circular curve to the left (counterclockwise), having a central angle of $286^{\circ}16'$, a radius of 50.0 feet, the long chord bears a direction of $S.47^{\circ}35'E.$, for a distance of 60 feet, for a distance along said curve of 249.8 feet to the end of curve;

THENCE with a southeast line of said street, Spring Branch Drive, a direction of $N.42^{\circ}25'E.$, for a distance of 15.1 feet to a re-entrant corner of subject tract;

THENCE with a northeast line of subject tract, a direction of $S.39^{\circ}59'E.$, for a distance of 432.1 feet to the place of beginning.

SUPPLEMENT AND AMENDMENT
TO
DECLARATION FOR
SADDLEWOOD ESTATES

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION is executed and delivered pursuant to and in amendment and supplementation of that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), made and entered into on July 25, 1996, by SADDLEWOOD PARTNERS I, LTD., a limited partnership (the "Declarant"), which is recorded in Volume 861, Page 633, et seq., Real Property Records, Kerr County, Texas, as heretofore amended and supplemented, including, without limitation, Supplements I and II recorded in Volume 904, Page 57, and volume 887, Page 153, respectively, of Real Property Records, Kerr County, Texas; so that under and pursuant to the terms and provisions of the Declaration, the Declarant hereby supplements and amends the Declaration as follows, pursuant to Sections V and N of the Declaration, which provide that Declarant may amend, alter, modify and supplement the Declaration and may add and incorporate additional real property into the Declaration and thereafter such additional real property shall be considered a part of the Property (as defined in the Declaration):

1. Declarant hereby adds to the Declaration the property known as Saddlewood Estates, Section II, Kerr County, Texas, as shown on plat of said subdivision of record in Volume ___, Page ___, Plat Records, Kerr County, Texas. The number of lots as shown on the plat of Saddlewood Estates, Section II, Kerr County, Texas, shall be _____. The Property and permanent improvements thereon are subject to all provisions, terms and conditions of the Declaration, the Articles and Bylaws (as defined in the Declaration). Each Owner (as defined in the Declaration), excluding Declarant, of a Lot (as defined in the Declaration), and such Owner's heirs, executors, administrators, trustees, personal representatives, successors and assigns, will be personally liable for all assessments, costs, expenses, and interest charged by the Association (as defined in the Declaration) and will be personally bound by all provisions, terms, and conditions of this Declaration, the Articles and Bylaws.
2. The following restrictions of the Declaration are hereby modified, added and amended as follows:
 - A. In subparagraph 1 of Section C, the main structure shall be "not less than 2,400 square feet of living area".
 - B. An additional subparagraph 33 of Section C shall be added to read as follows:

"All electric power lines, cable television lines and telephone lines that run to the Lots for each residence from the main power source shall be located underground."

C. An additional subparagraph 34 of Section C shall be added to read as follows:

"The mail box design and location on each Lot for each residence shall be approved by the Architectural Control Committee in writing."

D. The Architectural Central Committee specified in Section H shall consist of two (2) members who are hereby designated to be David M. Cummings, Jr. and B.K. Cummings, and Jimmy Jones shall not be a member of the Architectural Central Committee.

E. Subparagraph 9 of Section C shall be amended to read as follows:

"9. Water Systems - Individual wells as water systems are prohibited except and excluding, and there shall be permitted, a water well on a Lot for landscaping large acreage areas, for second residential or guest structure (not main structure or residence), and for other special water uses, as may be approved by the Architectural ~~Control~~ Committee and the Declarant in writing."

This Supplemental Declaration is executed on this 8 day of Feb., 2000.

DECLARANT:

SADDLEWOOD PARTNERS I, LTD.

BY: SADDLEWOOD I, L.C.,
General Partner

FILED FOR RECORD

at 8:40 o'clock AM

FEB 10 2000

JANNETT PIEPER

Clerk County Court, Kerr County, Texas
Cheryl Thompson Deputy

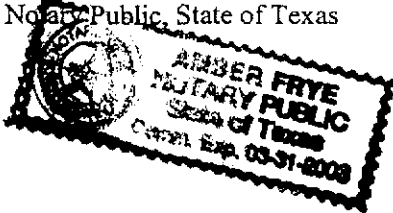
BY:

[Signature]
David M. Cummings, Jr.
President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 9th day of February, 2000, by DAVID M. CUMMINGS, JR., President of SADDLEWOOD PARTNERS I, LTD., a limited partnership, on behalf of said partnership.

Amber Frye
Notary Public, State of Texas


CUMMINGS Supplement & Amendment

Filed by & Return to:
Saddlewood Estates
190 Fairway Drive
Kerrville, TX 78028

RECORD Real Property
VOL 1050 PG 507
RECORDING DATE

FEB 11 2000



Janett Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

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 }

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

FEB 11 2000



Janett Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

03549

2000-374

Filed By
Kerrville Title Company

RATIFICATION AND AMENDMENT
TO
SUPPLEMENT AND AMENDMENT
FOR
SADDLEWOOD ESTATES, SECTION TWO

VOL. 1063 PAGE 0660

THIS RATIFICATION AND AMENDMENT is executed and delivered by SADDLEWOOD PARTNERS I, LTD. ("Declarant") in ratification and amendment of the Supplement and Amendment executed by Declarant and recorded in Volume 1050, Page 507, Real Property Records, Kerr County, Texas; reference to which is hereby made for all purposes and the terms and provisions of which are hereby incorporated herein for all purposes.

Declarant hereby adds to the Declaration referenced in the Supplement and Amendment hereinabove referred to the property known as Saddlewood Estates, Section Two, and said Supplement and Amendment is hereby ratified in all respects and is amended to provide that reference to the Saddlewood Estates shall be Saddlewood Estates, Section Two, a subdivision of Kerr County, Texas, according to the plat recorded in Volume 7, Page 39 - 42, Plat Records, Kerr County, Texas, and the number of Lots as shown on the plat of said subdivision shall be 71.

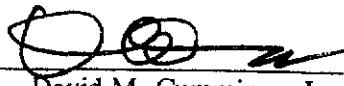
Except as herein provided the referenced Supplement and Amendment shall remain in full force and effect.

This Ratification and Supplement is executed this 5 day of MAY, 2000.

DECLARANT:

SADDLEWOOD PARTNERS I, LTD.

BY: SADDLEWOOD I, L.C.
General Partner

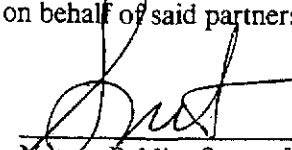
By: 
David M. Cummings, Jr.
President

THE STATE OF TEXAS §

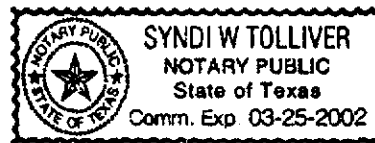
VOL. 1063 PAGE 0661

COUNTY OF KERR §

This instrument was acknowledged before me on May 5, 2000, by DAVID M. CUMMINGS, JR., President of SADDLEWOOD I, L.C., General Partner of SADDLEWOOD PARTNERS I, LTD., a Texas partnership, on behalf of said partnership.



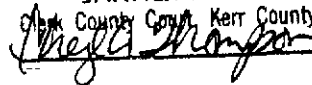
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
SADDLEWOOD PARTNERS I, LTD.
190 FAIRWAY DRIVE
KERRVILLE, TEXAS 78028

FILED FOR RECORD
at 4:15 o'clock P.M.

MAY 05 2000

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
 Deputy

PARTNERSHIP CERTIFICATE

I, DAVID M. CUMMINGS, JR., hereby certify that I am now, and at all times mentioned herein have been, the President of SADDLEWOOD I, L.C., General Partner of SADDLEWOOD PARTNERS I, LTD., (the "Partnership"), and, as such I have access to the records of the Partnership, and the General Partner, which records reflect that the resolutions and matters attached hereto as Annex "I" have been duly adopted, approved and consented to by unanimous written consent, have not been amended, modified, or repealed in any respect, and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have duly executed this certificate as of 5-5, 2000.


DAVID M. CUMMINGS, JR.

RECORD Real Property
VOL. 1063 PG 660
RECORDING DATE

MAY 08 2000




COUNTY CLERK, KERR COUNTY, TEXAS

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

MAY 08 2000




COUNTY CLERK, KERR COUNTY, TEXAS

SUPPLEMENTAL DECLARATION FOR
SADDLEWOOD ESTATES, SECTION THREE
KERR COUNTY, TEXAS

VOL. 1081 PAGE 0009

THIS SUPPLEMENTAL DECLARATION is executed and delivered pursuant to and in supplementation of those certain Declaration of Covenants, Conditions and Restrictions, made and entered into on July 25, 1996, by Saddlewood Partners I, Ltd. (the "Declarant"), which is recorded in Volume 0861, Page 633, Real Property Records, Kerr County, Texas; and Supplement I dated February 12, 1997, of record in Volume 0904, Page 057, Real Property Records, Kerr County, Texas, and Supplement II dated February 12, 1997, of record in Volume 0887, Page 153, Real Property Records, Kerr County, Texas (said Declaration, Supplement I and Supplement II being collectively called "Declaration"), so that under and pursuant to the terms and provisions of the Declaration, the Declarant and the Saddlewood Estates Owners Association, Inc., hereby supplement the Declaration as follows:

The lien of the assessments provided for in the Declaration shall be subordinate and inferior to the lien or equivalent security interest of any first mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment if the mortgage or deed of trust is placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the annual assessment for such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of any first mortgage or deed of trust comes into possession of a Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

2000. This Supplemental Declaration is executed on this 17th day of August.

DECLARANT:

SADDLEWOOD PARTNERS I, LTD.

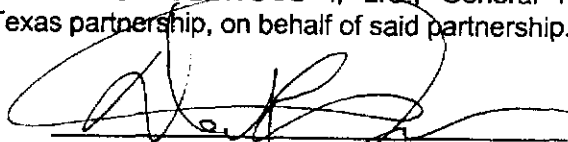
BY: SADDLEWOOD I, L.C.,
General PartnerBY: David M. Cummings, Jr.
President

5-5-1

THE STATE OF TEXAS §
COUNTY OF KERR §

VOL. 1081 PAGE 0010

This instrument was acknowledged before me on the 17th day of August, 2000, by DAVID M. CUMMINGS, Jr. President of SADDLEWOOD I, L.C., General Partner of SADDLEWOOD PARTNERS I, LTD., a Texas partnership, on behalf of said partnership.



Notary Public, State of Texas



Filed by & Return to:
David L. Jackson
820 Main St, Suite 100
Kerrville, TX 78028

FILED FOR RECORD
at 10:47 o'clock A.M.

AUG 24 2000

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
 Deputy

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

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

AUG 25 2000




COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 1081 PG 09
RECORDING DATE

AUG 25 2000




COUNTY CLERK, KERR COUNTY, TEXAS