

GUADALUPE RANCH ESTATES (ALL) RESTRICTIONS

Volume 165, Page 235, Volume 209, Page 317, and Volume 279, Page 391, Deed Records of Kerr County, Texas; Volume {PR,"insert volume number of first deed",IN1,3}, Page {PR,"insert page number for first deed",IN1,3}, {PR,"insert record type for first deed",ST1,3} Records of Kerr County, Texas; Volume 864, Page 680 and Volume 1440, Page 407, 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

- Telephone Line right-Of-Way Easement dated December 16, 1953 to Hill Country Telephone Cooperative, Inc., recorded in Volume 16, Page 30, Easement Records of Kerr County, Texas.
- Easement and Right Of Way to L.C.R.A., dated December 11, 1967, recorded in Volume 5, Page 43, Easement Records of Kerr County, Texas.
- Road Easement to Cherry Springs Ranch Investments, Ltd., dated December 14, 1977, recorded in Volume 9, Page 484, Easement Records of Kerr County, Texas.
- Road and Utility Easements as per the Plat recorded in Volume 4, Page {PR,"insert page number of plat",IN1,10}, Plat Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor name for first deed",ST1,10} to {PR,"insert grantee name of first deed",ST1,10}, dated {PR,"insert date of first deed",DT2,10}, recorded in Volume {PR,"insert volume number of first deed",IN1,10}, Page {PR,"insert page number of first deed",IN1,10}, {PR,"insert record type of first deed",ST1,10} 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.
- Easement reserved in the Restrictions recorded in Volume {PR,"insert volume number of restrictions",IN1,10}, Page {PR,"insert page number of restrictions",IN1,11}, {PR,"insert record type of restrictions",ST1,10} Records of Kerr County, Texas, and amended in Volume 864, Page 680 and Volume 1440, Page 407, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated August 22, 1996, recorded in Volume 864, Page 680, Real Property Records of Kerr County, Texas, and in instrument recorded in Volume 1440, Page 407, Real Property Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

3030

RESTRICTIONS
EASTERN HALF OF CULLUM RANCH

KERR COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BEAR HOLLOW, INC., a Texas Corporation, of the County of Kerr, State of Texas, hereinafter referred to and identified as "Owner", is the owner of the tract of land in Kerr County, Texas, said tract of land consisting of all that certain 4,034.002 acres of land known as the Eastern half of the Cullum Ranch more fully described in that certain deed dated the 6th day of July, 1973, from Edith Cullum Wagner, Landon H. Cullum and Darrell G. Lochte, Trustees of the Frank P. Cullum, Sr., Trust, to Bear Hollow, Inc., recorded in Volume , Page , of the Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes; and,

WHEREAS, it is deemed to be to the best interests of the above described Owner and of the persons who may hereafter purchase all or any part of said lands above described that there be established and maintained a uniform plan for the improvement and development of the land covered as a restricted and modern land development to preserve the character and natural beauty of said land; and,

WHEREAS, it is desirable that such restrictions applying to said 4,034.002 acres of land be put of record and include all or any part of the said land in said tract,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owner does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on the Owner and all persons acquiring title under it until January 1, 1992, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said tract it

is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owner, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Owner or any other person or persons owning any of the real property situated in the above referred to tract to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

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

FIRST. That the above said property herein shall not be used for business purposes of any character nor have any commercial or manufacturing purpose.

SECOND. That no swine shall be allowed.

THIRD. That no automobile, truck, trailer or other vehicles shall be abandoned on this property, if it is visible from a public road.


FOURTH. That no dumping or placing of unsightly objects of any kind shall be allowed on the property if it is visible from a public road.

FIFTH. That no disposal of any kind shall be allowed that would pollute any body of water or stream.

SIXTH. That any sewerage disposal system constructed on this property shall be built in compliance with State Health Department specifications.

SEVENTH. That no deviations of any kind shall be allowed from these restrictions without permission in writing from the Owner.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed, and its corporate seal affixed, this 6th day of July, A. D. 19 73.

ATTEST:

Bertha Malochieb
Bertha Malochieb, Secretary

BEAR HOLLOW, INC.

By G. E. Lehmann
G. E. Lehmann, President

FILED FOR RECORD

at 4:45 o'clock P.M.

JUL 6 1973

Emmie M. Muenker
Clerk County Court, Kerr County, Texas


By Estelle Witt Deputy

THE STATE OF TEXAS §

COUNTY OF KERR §

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

Given under my hand and seal of office on this the 6th day of July, A.D. 1973.



Gertrude B. Andrus
Notary Public in and for
Kerr County, Texas
GERTRUDE B. ANDRUS
Notary Public
Kerr County, Texas

AMENDED RESTRICTIONS
EASTERN HALF OF CULLUM RANCH

VOL 209 PAGE 317

783695

KERR COUNTY, TEXAS

THE STATE OF TEXAS §

THE COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument dated July 6, A. D. 1973, BEAR HOLLOW, INC., a Texas Corporation, acting by and through its President, G. E. Lehmann, placed certain restrictions against a tract of land in Kerr County, Texas, known as the Eastern Half of Cullum Ranch and consisting of 4,034.002 acres of land more fully described in that certain deed dated July 6, 1973, from Edith Wagner (formerly Edith Y. Cullum), Landon H. Cullum and Darrell G. Lochte, Testamentary Trustees of the Frank P. Cullum, Sr. Trust created under the Last Will and Testament of Frank P. Cullum, Sr., deceased, to Bear Hollow, Inc., recorded in Volume 165, Page 226, of the Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes; and,

WHEREAS, said instrument is recorded in Volume 165, Page 235, Deed Records of Kerr County, Texas; and,

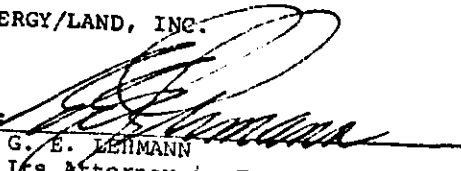
WHEREAS, it is the desire of the undersigned to amend said restrictions on said property as follows, to-wit:

That the restrictions numbered FIRST be deleted and the following substituted therefor;

FIRST: That the above described property shall not be used for commercial and manufacturing purposes. However, it is specifically understood that there is excluded from the term "commercial" the business of raising livestock, hunting, recreational enterprises, summer camps, tennis camps, youth camp and church camp type operations.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this the 5th day of June, A. D. 1978.

ENERGY/LAND, INC.

BY: 
G. E. LEHMANN
Its Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF KERR §

VOL. 209 PAGE 318

BEFORE ME, a Notary Public in and for said county and state, on this day personally appeared G. E. LEHMANN, known to me to be the person whose name is subscribed to the foregoing instrument as attorney in fact for ENERGY/LAND, INC., and acknowledged to me that he executed the same as attorney in fact for the said ENERGY/LAND, INC., and that the said ENERGY/LAND, INC. executed the same by and through him, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of June, A. D. 1978.

Beate M. Malschke
Notary Public in and for
Kerr County, Texas

TO THE PUBLIC	Cullum Ranch ENERGY/LAND, INC.	AMENDED RESTRICTIONS EASTERN HALF OF CULLUM RANCH KERR COUNTY, TEXAS	FILED FOR RECORD at 3:25 o'clock P.M. JUN 6 1978 EMILIE M. MUENKER Clerk Kerr County Clerk Kerr County, Texas By <i>Emilie Muenker</i> Deputy	Return to: LAVERN D. HARRIS A PROFESSIONAL CORPORATION ATTORNEY AT LAW REALTY AND TRUST BUILDING KERRVILLE, TEXAS 78028

78346

Filed for record June 6, 1978 at 3:25 o'clock A.M.
Recorded June 8th, 1978
EMILIE M. MUENKER, Clerk

By *Emilie Muenker* Deputy

835279

ASSIGNMENT

VOL. 279 PAGE 391

THE STATE OF TEXAS \$

COUNTY OF KERR \$

For value received, CHERRY SPRINGS RANCH EAST INVESTMENTS, LTD., A Texas Limited Partnership, acting by and through its General Partners, KIRBY ALBRIGHT and ALBRIGHT MANAGEMENT CORPORATION hereby assigns to GUADALUPE RANCH PROPERTY OWNERS, INC., all of its right, title, and interest in and to those restrictions recorded in the deeds from Assignor to Purchasers of Property in Guadalupe Ranch Estates, a subdivision of record in Kerr County, Texas. A copy of said restrictions is attached to this assignment as Exhibit "A" and is made a part hereof for all purposes. By this assignment Assignor intends to assign to Guadalupe Ranch Property Owners, Inc., all rights which Assignor may have to approve new construction (as provided in paragraph eight of said restrictions), the right to allow deviations of any kind from said restrictions (as provided in paragraph eleven of said restriction) as well as any other rights that may be reserved to Assignor by those restrictions described in Exhibit "A" attached hereto.

DATED this 5TH day of JULY, 1983.

FILED FOR RECORD

at 2:42 o'clock P.M.

JUL 8 1983

PATRICIA LYE
Clerk County Court, Kerr County, Texas
By [Signature] Deputy

ALBRIGHT MANAGEMENT CORPORATION

[Signature]
KIRBY ALBRIGHT, PRESIDENT

[Signature]
KIRBY ALBRIGHT, INDIVIDUALLY

835279

ASSIGNMENT

VOL. 279 PAGE 391

THE STATE OF TEXAS §

COUNTY OF KERR §

For value received, CHERRY SPRINGS RANCH EAST INVESTMENTS, LTD., A Texas Limited Partnership, acting by and through its General Partners, KIRBY ALBRIGHT and ALBRIGHT MANAGEMENT CORPORATION hereby assigns to GUADALUPE RANCH PROPERTY OWNERS, INC., all of its right, title, and interest in and to those restrictions recorded in the deeds from Assignor to Purchasers of Property in Guadalupe Ranch Estates, a subdivision of record in Kerr County, Texas. A copy of said restrictions is attached to this assignment as Exhibit "A" and is made a part hereof for all purposes. By this assignment Assignor intends to assign to Guadalupe Ranch Property Owners, Inc., all rights which Assignor may have to approve new construction (as provided in paragraph eight of said restrictions), the right to allow deviations of any kind from said restrictions (as provided in paragraph eleven of said restriction) as well as any other rights that may be reserved to Assignor by those restrictions described in Exhibit "A" attached hereto.

DATED this 5TH day of July, 1983.

FILED FOR RECORD

at 2:42 o'clock P. M.

JUL 8 1983

PATRICIA DYE

Clark County Court, Kerr County, Texas

By [Signature] Deputy

ALBRIGHT MANAGEMENT CORPORATION

[Signature]
KIRBY ALBRIGHT, PRESIDENT[Signature]
KIRBY ALBRIGHT, INDIVIDUALLY


THE STATE OF TEXAS §
COUNTY OF Dallas §

VOL. 279 PAGE 392

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 5th day of

July, A.D. 1983.



Lillian C. Radford
NOTARY PUBLIC in and for
Dallas Kerr County, Texas LILLIAN C. RADFORD

THE STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared KIRBY ALLBRIGHT known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 5 day of

July, A.D. 1983.


Lillian C. Radford
NOTARY PUBLIC in and for
Dallas County, Texas LILLIAN C. RADFORD

In order to fulfill a general plan of development and preserve the character and natural beauty of this land, this deed is subject to these covenants hereby set forth by Grantor and this conveyance is made and accepted SUBJECT TO these restrictions and conditions:

- (1) The herein described property shall not be used for commercial and manufacturing purposes. However, it is specifically understood that there is excluded from the term "commercial" the business of raising livestock, recreational enterprises, summer camps, youth camps and church camp type operations.
- (2) No swine shall be allowed.
- (3) No automobile, truck, trailer or other vehicles shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
- (4) The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune-buggies off of established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.
- (5) That no disposal of any kind shall be allowed that would pollute any body of water or stream.
- (6) That any sewage disposal system constructed on this property shall be built in compliance with State Health Department specifications.
- (7) There shall be no mobile homes of any kind used as a residence.
- (8) All house plans shall be approved in writing by Grantor prior to beginning date of construction. No residence of less than 700 square feet of living area, excluding porches, breeze ways and garage shall be erected and no used buildings or used homes shall be moved onto, placed or permitted to remain on this property.
- (9) There shall be no hunting of any type allowed and the discharge of fire arms is prohibited.
- (10) No tract shall be divided to the extent that any portion would be less than 2.5 acres in size.
- (11) That no deviations of any kind shall be allowed from these restrictions without the written permission of the Grantor.

(12) An easement of ten feet (10') in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down buys and fixtures for electric and telephone lines to trim any trees which may interfere with maintenance of such lines, with rights of ingress and egress across the property to employees of these utilities.

These restrictions are to run with the land and shall be binding upon Grantee, whether one or more, his or their heirs, assigns, successors, administrators, and all persons claiming under him until January 1997, at which time said restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in the development, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations. Invalidation of any one of these covenants by a judgment or court shall in no wise effect any of the other provisions or covenants which shall remain in full force and effect.

EXHIBIT "A"
Page 2 of 2

<p>935279 ASSIGNMENT</p>	<p>ALLBRIGHT MANAGEMENT CORPORATION by KIRBY ALLBRIGHT TO GUADALUPE RANCH PROPERTY OWNERS, INC.</p>	<p>FILED FOR RECORD JUL 8 1983 2:42 P.M.</p>	<p>PATRICIA DYE Clerk Kerrville, Texas</p>	<p>Return To: PROHL & LESLIE ATTORNEYS AT LAW 622-2 MAIN KERRVILLE, TEXAS 76026</p>
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Filed for record July 8, 1983 at 2:42 O'clock P.M.
Recorded July 12, 1983
PATRICIA DYE, Clerk

By Mary C. Hester Deputy

**FIRST AMENDED
COVENANTS, CONDITIONS AND RESTRICTIONS
OF GUADALUPE RANCH ESTATES**

Pursuant to the authority contained in those Covenants, Conditions and Restrictions of Guadalupe Ranch Estates which are attached to and made a part of the Deed to each property owner in Guadalupe Ranch Estates, a subdivision of record in Volume 4 at Pages 121, 124, 140, 165 and 226 of the Plat Records of Kerr County, Texas, the undersigned, being the President and Secretary of Guadalupe Ranch Property Owners, Inc., do hereby attest and affirm that the following covenants, conditions and restrictions were adopted by a vote of the owners of the majority of land in Guadalupe Ranch Estates subdivision, which covenants, conditions and restrictions shall be in replacement of all prior covenants, conditions and restrictions:

- (1) None of the property within Guadalupe Ranch Estates Subdivision shall be used for any commercial or manufacturing use. This restriction may not be construed, however, as preventing the raising of cattle or crops or operating an office out of the residence if the operation of the office does not increase vehicular traffic in the subdivision. No business sign or advertising signs are allowed to be placed on the property, except "For Sale" or "For Lease" signs.
- (2) No swine shall be allowed.
- (3) No automobile, trucks, trailers or other vehicles shall be abandoned on the property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. Owners shall keep their property maintained in such a manner so it will not be unsightly, or become an annoyance or nuisance to the neighborhood.
- (4) The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune buggies off the established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.
- (5) That no disposal of any kind shall be allowed that would pollute any body of water or stream.
- (6) That any sewer disposal system constructed on this property shall be in compliance with the State Health Department specifications and other appropriate Governmental authorities.
- (7) There shall be no house trailer, mobile home, double wide or manufactured home of any kind placed on the property or used as a residence, except during the construction and then no longer than six (6) months. Vacation travel trailers and recreation vehicles may be parked on the property but must be located in such a place that they cannot be seen from a public road.
- (8) All building plans, including foundation and elevation plans, shall be approved in writing by the Guadalupe Ranch Property Owners, Inc. prior to the beginning date of the construction. No residence of less than 1800 square feet of living area, excluding porches, breezeways and garage shall be erected. All new construction shall be completed in less than one (1) year from date of commencement. No used buildings or used homes shall be moved onto, placed or permitted to remain on any subdivision property.
- (9) There shall be no discharge of firearms or hunting, except for the express purpose of hunting varmints and further provided that Guadalupe Ranch Property Owners, Inc. may from time to time promulgate rules and regulations pertaining to hunting and wildlife.
- (10) No Tract shall be divided to the extent that any portion would be less than five (5) contiguous acres in size.
- (11) Only Guadalupe Ranch Property Owners, Inc. may grant written variances from these covenants, conditions and restrictions.
- (12) An easement of ten feet (10') in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires down guys and fixtures for electric and telephone lines, to trim any tree which may interfere with maintenance of such lines, with right of ingress and egress across the property to employees of these utilities.
- (13) Each property owner is automatically a member of the Guadalupe Ranch Property Owners, Inc., by virtue of his or her ownership of property in Guadalupe Ranch Estates. Each property owner shall be bound by the rules, restrictions and regulations adopted by said association in accordance with the By-laws of said association as they now exist or may hereafter be amended, and they agree that the assessment provided for in the By-laws shall be secured by a continuing lien upon the property of the owner against which assessment is made.

These covenants, conditions and restrictions are to run with the land and shall be binding upon the owners, their heirs, assigns, successors, administrators and all person claiming under them until January 1, 2007 at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Said covenants, conditions and restrictions may be amended, terminated or otherwise changed, in whole or in part, at any time or from time to time, by the execution and recording of an instrument (hereinafter referred to as the "Amendment") verifying that a vote of the then owners of a majority of the land in the development have agreed to amend, terminate or otherwise change these covenants, conditions and restrictions. Upon the proper execution and recording of the Amendment, its provisions shall become immediately effective and shall supersede prior covenants and amendments thereto only to the extent that the provisions of the Amendment shall be inconsistent with the provisions of said covenants and amendments.

Enforcement of these covenants, conditions and restrictions shall be a proceeding at law or equity and it shall be lawful for the Association or any injured tract owner to file a lawsuit against any person violating or attempting to violate any covenant, condition or restriction either to restrain the violation or to recover damages from the violation.

Invalidation of any of these covenants, conditions and restrictions by a judgment or court shall in no way affect any of the other provisions or covenants which shall remain in force and effect.

The effective date of these covenants, conditions and restrictions shall be January 1, 1997.

Dated this 22 day of August, 1996.

GUADALUPE RANCH PROPERTY OWNERS, INC.

By: John L. Holloman
President

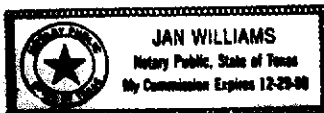
ATTEST:

Secretary

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 22 day of August, 1996, by John L. Holloman
President of Guadalupe Ranch Property Owners, Inc., a Texas corporation, on behalf of said corporation.

Jan Williams
Notary Public, State of Texas



Filed by & return to:
B. G. Coggin
P.O. Box 377
Hunt, Tx 78024
Guadalupe Ranch Estates

FILED FOR RECORD
at 12:45 o'clock A.....M

AUG 22 1996

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Marilyn Meadows Deputy

RECORD Real Property
VOL 864 pg 6800

RECORDING DATE

AUG 23 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in File Number 864-6800 on the 23rd day of August 1996 and at the time recorded herein by me and was only RECORDED in the Official Public Records of Kerr County, Texas in

AUG 23 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDERS 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.

**Second Amended Covenants, Conditions and Restrictions
of Guadalupe Ranch Estates**

Pursuant to the authority contained in those Covenants, Conditions and Restrictions of Guadalupe Ranch Estates which are attached to and made a part of the Deed to each property owner in Guadalupe Ranch Estates, a subdivision of record in Volume 4 at Pages 121, 124, 140, 165 and 220 of the Plat Records of Kerr County, Texas, the undersigned, being the President and Secretary of Guadalupe Ranch Property Owners, Inc., do hereby attest and affirm that the following covenants, conditions and restrictions were adopted by a vote of the owners of the majority of land in Guadalupe Ranch Estates subdivision, which covenants, conditions and restrictions shall be in replacement of all prior covenants, conditions and restrictions:

1. None of the property within Guadalupe Ranch Estates Subdivision shall be used for any commercial or manufacturing purpose. This restriction may not be construed, however, as preventing the raising of cattle or crops or operating an office out of the residence if the operation of the office does not increase vehicular traffic in the subdivision. No business sign or advertising signs are allowed to be placed on the property, except "For Sale" or "For Lease" signs.
2. No swine shall be allowed.
3. No automobile, trucks, trailers or other vehicles shall be abandoned on the property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. Owners shall keep their property maintained in such a manner so it will not be unsightly, or become an annoyance or nuisance to the neighborhood.
4. The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune buggies off the established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.
5. No disposal of any kind shall be allowed that would pollute any body of water or stream.
6. Any sewer disposal system constructed on this property shall be in compliance with the State Health Department specifications and other appropriate governmental authorities.
7. There shall be no house trailer, mobile home, double wide or manufactured home of any kind placed on the property or used as a residence, except during the construction and then no longer than six (6) months. Vacation travel trailers and recreation vehicles may be parked on the property but must be located in such a place that they cannot be seen from a public road.
8. The Board of Directors of Guadalupe Ranch Property Owners, Inc. shall appoint an Architectural Control Committee of not less than three persons who shall serve at the pleasure of the Board of Directors. Members of the Board may serve on this committee. The Architectural Control Committee must review and approve in writing the construction of any and all structures or buildings or any

9-5-5-1

visible alteration to any existing building or structure. To obtain approval to do any of the work described above, a property owner must submit an application to the committee for the proposed work, with plans and specifications. The specifications shall detail the nature, scope, height, materials, colors, and location of the proposed work. The committee shall review the application for proposed work in order to ensure harmony of external design in relation to surrounding structures and topography. An application may be rejected for insufficient information. The committee shall have broad discretionary authority to interpret and apply these standards. In rejecting an application, the committee shall explain the reasons for rejection and suggest a remedy for the deficiencies.

The committee must approve or reject an application within 60 days of submission, or the application is deemed to be in compliance with this article. A homeowner may appeal a rejection directly to the Board of Directors who may make a final decision on an application.

9. There shall be no discharge of firearms or hunting, except for the express purpose of hunting varmints and further provided that Guadalupe Ranch Property Owners, Inc. may from time to time promulgate rules and regulations pertaining to hunting and wildlife.
10. No Tract shall be divided to the extent that any portion would be less than five (5) contiguous acres in size.
11. Only Guadalupe Ranch Property Owners, Inc. may grant written variances from these covenants, conditions and restrictions.
12. An easement of ten feet (10') in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires down guys and fixtures for electric and telephone lines, to trim any tree which may interfere with maintenance of such lines, with right of ingress and egress across the property to employees of these utilities.
13. Each property owner is automatically a member of the Guadalupe Ranch Property Owners, Inc. by virtue of his or her ownership of property in Guadalupe Ranch Estates. Each property owner shall be bound by the rules, restrictions and regulations adopted by said association in accordance with the By-laws of said association as they now exist or may hereafter be amended, and they agree that the assessment provided for in the By-laws shall be secured by a continuing lien upon the property of the owner against which assessment is made.
14. All lots shall be used for single-family residential purposes. The primary residential dwelling shall not be less than 1250 square feet of living area, not including porches, decks, breezeways, and garages. No structure shall exceed two stories in height. All construction shall be of new material. All construction shall be completed within 24 months of approval by the Architectural Control Committee. Unless approved for residential use, no structure shall be placed or used at any time as a residence, either temporarily or permanently. During the construction, the site must be kept in such a manner to not be unsightly or a nuisance. After completion of construction, the owner shall see that all construction debris is immediately removed, leaving the lot in a clean and well-kept condition. Shiny roofs or

siding are discouraged. Exterior lights must be switched and turned off when not in use. A shield must be covering the top of the light and no light shall shine directly on neighboring property. The committee shall evaluate external lights for compliance.

15. All pets must be kept quiet and orderly so as not to constitute a nuisance.
16. No offensive, obnoxious, profane, or unlawful use shall be made of any property. The peace and quiet of the rural area shall be maintained.
17. In the event any portion of a lot or structure is, in the opinion of the Architectural Control Committee, not maintained in a manner that complies with the provisions, terms, and conditions of this declaration or presents a nuisance or detracts from the appearance or quality of the neighboring lots or disturbs the peace of the neighborhood, the committee shall notify the landowner. The landowner shall have ten days to correct the deficiency. If the landowner fails to take corrective action, the Architectural Control Committee shall have the authority to take such corrective action. All costs, including legal fees, shall be assessed against the lot and the owner of the lot.

These covenants, conditions and restrictions are to run with the land and shall be binding upon the owners, their heirs, assigns, successors, administrators and all person claiming under them until January 1, 2007 at which time said covenants, conditions and restrictions shall be automatically extended for successive period of ten (10) years. Said covenants, conditions and restrictions may be amended, terminated or otherwise changed, in whole or in part, at any time or from time to time, by the execution and recording of an instrument (hereinafter referred to as the 'Amendment') verifying that a vote of the then owners of a majority of the land in the development have agreed to amend, terminate or otherwise change these covenants, conditions and restrictions. Upon the proper execution and recording of the Amendment, its provisions shall become immediately effective and shall supersede prior covenants and amendments thereto only to the extent that the provisions of the Amendment shall be inconsistent with the provisions of said covenants and amendments.

Enforcement of these covenants, conditions and restrictions shall be a proceeding at law or equity and it shall be lawful for the Association or any injured tract owner to file a lawsuit against any person violating or attempting to violate any covenant, condition or restriction either to restrain the violation or to recover damages from the violation.

Invalidation of any of these covenants, conditions and restrictions by a judgment or court shall in no way affect any of the other provisions or covenants which shall remain in force and effect.

The effective date of these covenants, conditions and restrictions shall be June 2, 2001.

Dated this _____ day of _____, 2001.

GUADALUPE RANCH PROPERTY OWNERS, INC.

By: Joseph M. Sleyko, Jr.
President

Attest:

Secretary

THE STATE OF TEXAS ~
COUNTY OF KERR ~

This instrument was acknowledged before me on the 13th day of June, 2001, by Joseph M. Sleyko, Jr. President of Guadalupe Ranch Property Owners, Inc., a Texas corporation, on behalf of said corporation.

Sandra Shay Hale
Notary Public, State of Texas



FILED BY & RETURN TO:
PAUL M. SIEMERS III
PO BOX 377
HUNT, TEXAS 78024

FILED FOR RECORD
at 1:40 o'clock P.M.

JUN - 1 2005

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Carston White Deputy

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

JUN 02 2005



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Red Property
VOL. 1440 PG 407
RECORDING DATE

JUN 02 2005



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS