

BOX S ACRES NO. 3 RESTRICTIONS

Volume 168, Page 683 and Volume 257, Page 412, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Right Of Way and Easement dated November 20, 1969 to Kerrville Telephone Company, recorded in Volume 5, Page 716, Easement Records of Kerr County, Texas.
- Easement dated July 11, 1950 to Central Texas Electric Cooperative, Inc., recorded in Volume 7, Page 217, Easement Records of Kerr County, Texas.
- Easements as per the Plat recorded in Volume 3, Page 157, Plat Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions dated October 24, 1973, recorded in Volume 168, Page 683, Deed 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)

RESTRICTIONS

THE STATE OF TEXAS)
COUNTY OF KERR)

5350

VOL. 168 PAGE 683

WHEREAS, BOX S LAND COMPANY, INC., is the owner in fee simple of 15.62 acres of land which it has caused to be subdivided under the name of "BOX S ACRES NO. 3" which will be offered for sale to the general public, and,

WHEREAS, it has been determined that an orderly development and use of said lands will enhance the desirability and the value of the individual lots;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That BOX S LAND COMPANY, INC., acting by and through its officers thereunto duly authorized, does hereby adopt the following restrictive covenants and impose the same upon the numbered lots shown on the plat of said subdivision which appears of record in Volume 3, Page 157, Kerr County Plat Records, such restrictions to be and remain covenants running with the land, and consisting of the following:

I: GENERAL RESTRICTIONS

Box S Acres No. 3 is intended as a residential and recreational subdivision and no numbered lot or any part of any numbered lot shall be used for any business or commercial purpose whatever. No tent or shack shall be erected on any part of the same, and no trailer house shall ever be used as living quarters for anyone.

II: CONSTRUCTION

(1) No house shall be constructed on said lands or any part thereof which contains less than 1000 square feet of living area exclusive of garage and porches, and the same shall be constructed of permanent type materials generally employed in residential structures. The construction of any such dwelling or house once commenced shall be diligently prosecuted to completion, including the painting of all exposed wooden surfaces.

(2) Each such house or dwelling shall be equipped with

an underground sewage disposal system, the same to be installed in strict accord with the recommendations of the Department of Public Health of the State of Texas, including without excluding other provisions of such recommendations, sufficient tank and drain-field capacity for the anticipated use. No such sewage disposal system shall be installed between a dwelling house and the shores of the lakes shown on said plat, except with the prior written consent of the subdivider.

III: BOUNDARY CLEARANCE AND SUBDIVIDING

- (1) No dwelling or other structure shall be constructed nearer than forty (40) feet from the shore of any lake nor nearer than forty (40) feet from any street or roadway, without the prior written consent of the undersigned subdivider. The minimum side line clearance shall be ten (10) feet.
- (2) Any numbered lot may be divided into not more than two (2) tracts and one (1) dwelling house may be constructed on each of said tracts, but no more.

IV: USE OF LAKES

- (1) There shall be no common ownership of the lakes shown on the plat of Box S Acres No. 3, either as between all of the owners in the subdivision or between the owners of lots fronting on a lake, it being intended that the portion of a lake included in the bounds of an individual lot shall belong solely to the owner or owners of that lot. PROVIDED, however, there is reserved for the benefit of the owners of Lots Nos. 4 through 7, inclusive, an easement for the continued maintenance, repair and/or replacement of the dam located along the S. E. line of Lot No. 4 and the N. W. line of Lot No. 3, together with the right of entry at and around the location of such dam for the purpose of maintaining,

repairing and/or replacing such dam.

(2) The pumping or other taking of water from any lake is expressly prohibited except that water may be taken to extinguish a grass or residential fire.

V: ENTRANCES AND DRIVEWAYS

The access to and driveway entrance of all lots in this subdivision excepting Lot No. Seven (7) shall be from Box S Drive; and where designated driveway "easements" are shown on the plat, the access and entry into the affected lots shall be so located and not otherwise. It is the purpose and intent of this access limitation to promote the safety of lot owners entering upon and other persons traveling along Box S Drive, as well as to maintain the physical integrity of Box S Drive as constructed.

Access to and entry into Lot No. Seven (7) may be had from FM 783 if the same is permitted by the State Highway Department.

VI: TRASH AND GARBAGE

Garbage shall not be burned or otherwise disposed of on any part of the subdivision, but wood, leaves, paper and other readily combustible yard and household trash may be burned by a lot owner on his own property provided that such burning is accomplished in an incinerator or similar container.

VII: EASEMENTS

All of the easements shown on the Plat of Box S Acres No. 3, and all of the easements mentioned expressly herein are made a part of every deed issuing out of Box S Land Company, Inc., whether expressly set forth in such deed or not; and, insofar as the right of way of Box S Drive may affect Lots Nos. 1, 2 and 3, the same is expressly reserved and dedicated to the use of all of the owners in the several Box S subdivisions.

The foregoing restrictive covenants as well as the use of easements may be enforced by any owner of land in the subdivision; including Box S Land Company, Inc., by a suit for injunction; and in addition to the specific covenants set forth above, Box S Land Company, Inc., or other land owner or owners in said subdivision shall have the right to maintain an action to abate the existence of a nuisance whether such nuisance is a violation of the restrictive covenants or not.

EXECUTED this 24th day of October, A. D. 1973.

BOX S LAND COMPANY, INC.

By R. L. Sabins
R. L. Sabins, President

ATTEST:

Darrell G. Lochte
Darrell G. Lochte, Assistant Secretary

FILED FOR RECORD

4:45 o'clock P. M.

NOV 21 1973

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

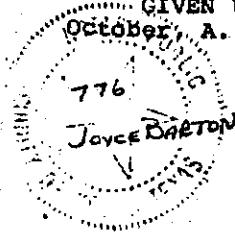
Lois Hudson
Deputy

THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. L. SABINS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BOX S LAND COMPANY, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of October, A. D. 1973.



Joyce Barton
Notary Public in and for
Kerr County, Texas

Filed for record November 21, 1973 at 4:45 o'clock P.M.

Recorded November 27, 1973
EMMIE M. MUENKER, Clerk

By Margaret Muenker Deputy

FIRST AMENDED RESTRICTIONS OF
BOX 8 ACRES NO. 3

VOL 257 PAGE 412

B20788

THE STATE OF TEXAS

THE COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

This First Amended Declaration of Restriction is made on the date hereinafter set forth by all the owners (record owners and/or equitable owners) of the real property in Box 8 Acres No. 3 (hereinafter referred to as "the property"), the plat of said property being filed of record in Volume 3, Page 157 of the Plat Records of Kerr County, Texas, and entered into by Box 8 Land Company, Inc., owner and developer, hereinafter collectively referred to as Declarants.

W I T N E S S E T H:

WHEREAS, on the 24th day of October, 1973, there was executed and on the 21st day of November, 1973 were placed of record in the office of the County Clerk of Kerr County, Texas, an instrument entitled Restriction, recorded in Volume 168, Page 683 of the Deed Records of Kerr County, Texas to which instrument and the record thereof reference is here made for all purposes, which placed restrictions on said property referred to as Box 8 Acres No. 3, a subdivision, in Kerr County, Texas; and

WHEREAS, it is the intention of Declarants to amend the original restrictions as same are recorded in Volume 168, Page 683 of the Deed Records of Kerr County, Texas whereby all the property in Box 8 Acres No. 3 as set forth on the plat of same recorded in Volume 3, Page 157 of the Plat Records of Kerr County, Texas, shall be encumbered and such restrictions and amendments shall be and remain covenants running with the land and shall be binding on all parties having any interest therein.

NOW, THEREFORE, Declarants hereby declare that the aforesaid original Restrictions are amended in the following:

1. Article I of the original Restrictions is hereby amended in its entirety so as to read as follows:

Box 5 Acres No. 3 is intended as a residential and recreational subdivision and no numbered lot or any part of any numbered lot shall be used for any business or commercial purpose whatever. It is further provided that:

(1) No housetrailer, prebuilt home, structure initially designed to be transported to a site by attached wheels, mobile home or double-wide may ever be located on the property. No travel trailer, camper, house trailer, mobile home, double-wide, prebuilt home or the like shall ever be located on the property which has had its wheels, or other parts necessary for travel or transportation, removed, nor may any such structure ever be used as a residence or living quarters. It is the intent of this restriction to prevent the placing of or use of any prefabricated structure on the property to be used as a residence or living quarters. Such is to include any present definition of a house trailer, mobile home, double-wide, prebuilt home, modular home or like structure and shall include any future definition of a same or similar structure. It is the intent that all residence and/or living quarters on the property shall be of new construction as set forth below.

(2) Tents shall not be permitted, except for the purpose of temporary camping.

(3) Motor homes, travel trailers and campers may be stored on the premises; however, they shall not be used as a residence nor can they be hooked-up to sanitary facilities. The storage of same shall be in a place and fashion that is not objectionable or offensive to the public or other land holders.

(4) No shack, shed or other outbuilding shall be permitted except for bona fide accessories to residences such as garages and patios, or except for buildings to be used for gardening and yard and ground maintenance or recreational purposes, in which case all such construction

shall be of all new materials with no sheet metal or fiberglass to be used for the exterior sides of such buildings or structures unless painted, or unless such structure is a greenhouse, where unpainted fiberglass may be used. "

2. Paragraph (1) of Article IX of the original Restrictions pertaining to construction is hereby amended so as to read as follows:

"(1) Each residence constructed shall be a single family dwelling and shall contain no less than one thousand (1,000) square feet of enclosed living area not including garage and porches, and shall be constructed on site as a permanent, new construction and of permanent type materials generally employed in the construction of residential structures. The construction of any such dwelling or residence once commenced shall be diligently prosecuted to completion, including the painting or staining of all exposed wooden surfaces. No structure shall be moved from any other location and placed or erected on any lot."

3. The following is added to and made a part of Article VIII regarding Enforcement and provides as follows:

"Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter and failure of enforcement, acquiescence, consent or lapse of time, shall never operate as a defense to any action of enforcement. The doctrine of waiver, estopped and laches shall never be a defense to enforcement hereof."

4. Article IX is added and provides as follows:

"IX: SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect."

IN WITNESS WHEREOF, this declaration has been executed
this 4th day of January, A.D., 1927.

DECLARANTS:
BOX S LAND COMPANY, INC.

BY: R. L. Sabins
R. L. SABINS, President

Beatrice P. Tatum
BEATRICE P. TATUM

Clark W. Clemens
CLARK W. CLEMENS

Chloe M. Clemens
CHLOE M. CLEMENS

Biddie Campbell
BIDDIE CAMPBELL

Albert Rixinger
ALBERT RIXINGER

Charlain Wendall Rixinger
CHARLAIN WENDALL RIXINGER

THE STATE OF TEXAS §

THE COUNTY OF KERR §

Before me, the undersigned authority, on this day personally appeared R. L. SABINS, President of Box S Land Company, Inc., a Texas 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 5th day of January, A.D., 1927.



Jacobs Davis
Notary Public,
Kerr County, Texas
My Commission Expires 2/1/28

JACOBS DAVIS
Notary Public, Kerr County, Texas

THE STATE OF TEXAS

VOL 257 PAGE 416

THE COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared BEATRICE P. TATUM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office on this the 24 day of February, A.D., 1982

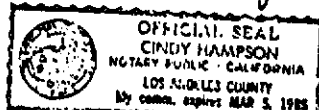
Ruth M. Carter
Notary Public, Harris County, Texas
My Commission Expires 4/9/85

THE STATE OF CALIFORNIA

THE COUNTY OF Los Angeles

Before me, the undersigned authority, on this day personally appeared CLARK W. CLEMENS, 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.

26 Given under my hand and seal of office on this the 26 day of January, A.D., 1982



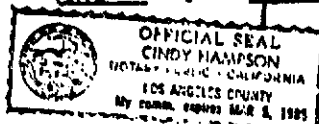
Cindy Hampson
Notary Public,
Los Angeles County, California

THE STATE OF CALIFORNIA

THE COUNTY OF Los Angeles

Before me, the undersigned authority, on this day personally appeared CHLOE M. CLEMENS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

26 Given under my hand and seal of office on this the 26 day of January, A.D., 1982



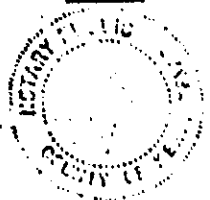
Cindy Hampson
Notary Public,
Los Angeles County, California

THE STATE OF TEXAS

THE COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared BIDDIE CAMPBELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

26 Given under my hand and seal of office on this the 26 day of January, A.D., 1982.



Karen S. Scantlin
Notary Public,
Kerr County, Texas

- 5 -

KAREN S. SCANTLIN
NOTARY PUBLIC IN & FOR KERR COUNTY TEXAS
MY COMMISSION EXPIRES 20 DAY OF January 85

THE STATE OF TEXAS §

VOL 257 PAGE 417

THE COUNTY OF Kerr §

Before me, the undersigned authority, on this day personally appeared ALBERT RIKXINGER, 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 the 4th day of January, A.D., 1982.



Katy P. Lackey
Notary Public,
Kerr County, Texas
Katy P. Lackey

THE STATE OF TEXAS §

THE COUNTY OF Kerr §

Before me, the undersigned authority, on this day personally appeared CHARLAIN KENDALL RIKXINGER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 4th day of January, A.D., 1982.



Katy P. Lackey
Notary Public,
Kerr County, Texas
Katy P. Lackey

- 6 -

#820788
First Amended
Restriction
Case 5 above No 3
to
The Public

FILED FOR RECORD
c. 4:32 c. 4:32 P.M.
FEB 10 1982
EMMIE M. MUENKER
Clerk County Clerk, Kerr County, Texas
By Betty J. Loney Deputy

Filed by and Brought To:
Vollard & Mosley
Kerrville, Texas

Filed for record February 10, 1982 at 4:32 o'clock P.M.
Recorded February 16, 1982
EMMIE M. MUENKER, Clerk

By Betty J. Loney Deputy