

Item: **BLUEBELL ESTATES**

(Category: RESTRICTIONS)

Volume 64, Page 544 and Volume 66, Page 96, Deed Records of Kerr County, Texas; Volume 871, Page 427 refiled in Volume 873, Page 520, and Volume 917, Page 725, 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.

Reversionary rights as described in instruments, recorded in Volume 64, Page 544 and Volume 66, Page 96, Deed Records, Kerr County, Texas.

BLUEBELL ESTATES

(Category: Subdivisions)

- a. Right of Way Easement to Texas Power & Light Company, dated November 19, 1927, recorded in Volume 48, Page 189, Deed Records of Kerr County, Texas.
- b. Easements per plat recorded in Volume 6, Page 308, Plat Records of Kerr County, Texas. (AS PER LOTS 1-3 & 5, BLOCK 1; LOTS 2,3,5 & 9-11, BLOCK 2; LOT 1, BLOCK 3; LOTS 1-4 & PARK, BLOCK 4)
- c. Building Set Back Lines as per the Restrictions recorded in Volume 871, Page 427 and refiled in Volume 873, Page 520, Real Property Records of Kerr County, Texas.
- d. Annual assessments and/or current maintenance charges as set forth in instrument dated October 4, 1996, recorded in Volume 871, Page 427 and refiled in Volume 873, Page 520, Real Property Records of Kerr County, Texas.
- e. Any visible and/or apparent roadways or easements over or across the subject property.
- f. Rights of Parties in Possession. (AS PER THE OWNER POLICY ONLY)

right to re-locate the lines in the same relative position to the adjacent road if and as
widen in the future; the right to remove from said land all trees and parts thereof, or other
obstructions, which endanger or may interfere with the efficiency of said lines or their
appurtenances. TO HAVE AND TO HOLD the above described easement and rights unto the said
Company, its successors and assigns, until said line shall be abandoned. And I (we) do hereby
bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever de-
fend all and singular the above described easement and rights unto the said Company, its suc-
cessors and assigns, against every person whomsoever lawfully claiming or to claim the same or
any part thereof. Witness our hand this 21st day of June, 1939.

Sealed and delivered in the presence of:

E. M. Schiwetz

Guy McKee

Ruby L. Schiwetz

THE STATE OF TEXAS }
COUNTY OF KERR }

BEFORE ME, M. S. Collier, a Notary Public in and for Kerr County, Texas,
on this day personally appeared E. M. Schiwetz 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 this 21st day of June, A. D. 1939.

(SEAL)

M. S. Collier

Notary Public, Kerr County, Texas.

THE STATE OF TEXAS }
COUNTY OF KERR }

BEFORE ME, M. S. Collier, a Notary Public in and for Kerr County,
Texas, on this day personally appeared Ruby L. Schiwetz wife of E. M. Schiwetz, known to me to
be the person whose name is subscribed to the foregoing instrument, and having been examined
by me privily and apart from her husband, and having the same fully explained to her, she, the
said Ruby L. Schiwetz, acknowledged such instrument to be her act and deed, and declared that
she had willingly signed the same for the purposes and consideration therein expressed and that
she did not wish to retract it.

Given under my hand and seal of office this 21st day of June, A. D. 1939.

(SEAL)

M. S. Collier

Notary Public, Kerr County, Texas.

Filed for record July 22, 1939 at 3 o'clock P. M.

Recorded July 26, 1939 at 2:30 o'clock P. M.

XX

WARRANTY DEED WITH V/L

THE STATE OF TEXAS }
COUNTY OF KERR }

KNOW ALL MEN BY THESE PRESENTS: That we, G. C. McCoy and wife, Ethel
Ellis McCoy, of the County of Kerr, State of Texas, for and in consideration of the sum of Ten
(\$10.00) Dollars, and other good and valuable considerations, to us paid, and secured to be
paid, by Jennings Monk, the receipt of which is hereby acknowledged, and One Vendor's Lien
note in the principal sum of \$1650.00 of even date herewith, executed by Jennings Monk and wife
Ruby Monk, and payable to G. C. McCoy at Kerrville, Texas, with interest at the rate of 6% per
annum, due and payable in monthly installments of \$20.00 per month, each, or more, including
interest, the first installment being due and payable on the 20th day of August, 1939, and a
like installment being due and payable on the 20th day of each and every succeeding month there-
after until the whole principal sum of \$1650.00, including interest, has been fully paid, the
interest being deductible from the installment paid, and the remainder applied to the reduction
of the principal. Said note carrying the usual 10% attorney's fee clause and being additionally

secured by Deed of Trust of even date herewith. And the further consideration of the following restrictions: No dwelling house shall be erected on said property which shall cost less than one thousand five hundred dollars (\$1,500.00) to build, exclusive of all out buildings. Such residence shall be connected to cesspool, septic tank, or sewer and have complete plumbing. No part of the property described above shall be used for business purposes, and no Sanatorium for the care or treatment of tuberculosis or any infectious or contagious disease shall be erected or maintained on the said property, and no boarding house boarding or keeping tubercular persons, or persons suffering from any infectious or contagious disease for profit, shall be erected or operated on said land. None of the said land shall be sold, leases, or rented to colored persons, nor occupied by colored persons except as servants of white persons living on the said land and then the said colored persons shall live in houses provided by the grantee on the land described hereinafter for said colored persons, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Jennings Monk of the County of Kerr, State of Texas, all that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, on the waters of Town Creek, about 1½ miles North of the City of Kerrville, Texas, out of the middle one third of Original Survey No. 120, in the name of Walter Fosgate, and a part of the Otto Wahrmund estate having been conveyed to G. C. McCoy by deed of record in Vol. ____ Page ____, of the Deed Records of Kerr County, Texas, more particularly described as follows: BEGINNING at the North corner of said Wahrmund estate land, where the N. W. line of said middle 1/3 of Sur. No. 120 intersects the bed of Town Creek; Thence down said creek bed with its meanders about thus: S. 14 deg. 50' E. 537 varas to a corner of this tract or parcel of land; Thence N. 80½° W. 289 varas passing on bluff about 12 feet North of a large live oak tree, and passing thru a telephone pole at East edge of field, to a rock mound, for corner of this parcel; Thence S 60 deg. 30' W. 200 varas to a rock mound and stake for corner; Thence S 44 E. 227 varas to a stake and mound in N. W. line of road or Driveway; Thence S 36 deg. 30' W. 94 varas passing parallel to and about 36½ feet from the N. W. line of that 5.8 acre parcel conveyed to H. J. Vann; Thence on parallel to said land and that of G. L. Richeson S. 47 W. 66 varas to a stake in said N. W. road line; Thence N 30½° W. 417 varas to the N. W. line of said Wahrmund estate land, in the said line of middle 1/3 of Survey No. 120. Thence N. 45 E. 690 varas with said line to the place of beginning. Containing 35 acres of land, more or less. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Jennings Monk, his heirs and assigns, forever. And it is expressly understood and agreed herein that should any of the conditions above mentioned, constituting a part of the consideration for this conveyance, be violated or breached by the said Jennings Monk, his heirs, assigns, or grantee, or any one else succeeding in any manner to the title, then in that event the said above described and conveyed property is to revert in grantors, G. C. McCoy and wife, Ethel Ellis McCoy, their heirs and assigns, and this deed is to become null and void, and grantors, the said G. C. McCoy and wife, Ethel Ellis McCoy, their heirs and assigns, shall then have the right to re-enter and take possession of said above described premises, as the owners thereof in fee simple and hold the same entirely free from the operation of this conveyance and grantors herein, G. C. McCoy and wife, Ethel Ellis McCoy in consideration of the foregoing do hereby bind themselves, their heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular, the said land and premises unto the said Jennings Monk, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. But should said property ever be subdivided and portions thereof revert to grantors by virtue of a violation of any restrictive

governant, such reversion shall in no way affect or revert the balance of said property.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon, are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute. Witness our hands at Kerrville, Texas, this 20th day of July, A. D. 1939.

(Revenue Stamps \$3.50 cancelled)
(G. C. M. - - - - 7/20/39)

G. C. McCoy

(State Stamp Tax \$1.50 paid)

Ethel Ellis McCoy

THE STATE OF TEXAS }

COUNTY OF KERR }

Before me, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared G. C. McCoy 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, this 20th day of July, A. D. 1939.

(SEAL)

Frank M. Taylor

Notary Public, Kerr County, Texas.

THE STATE OF TEXAS }

COUNTY OF KERR }

Before me, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Ethel Ellis McCoy, wife of G. C. McCoy, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Ethel Ellis McCoy, acknowledged to me that she had executed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 20th day of July, A. D. 1939.

(SEAL)

Frank M. Taylor

Notary Public, Kerr County, Texas.

Filed for record July 22, 1939 at 3:30 o'clock P. M.

Recorded July 26, 1939 at 3:20 o'clock P. M.

XX

WARRANTY DEED

THE STATE OF TEXAS }

COUNTY OF COMAL }

KNOW ALL MEN BY THESE PRESENTS: That we, Frank Massey and Katie Massey, husband and wife of the County of Comal and State of Texas, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations to us in hand paid by Arthur Mosel of the County of Kerr and State of Texas, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do Grant, Sell and Convey unto the said Arthur Mosel of the County of Kerr, in the State of Texas, all that certain tract or parcel of land described as follows, to-wit: All that certain tract, lot or parcel of land, out of original survey No. 129, in the name of Francisco Trevino, near the town of Ingram, Kerr County, Texas, and being Lot No. 2 in what is known as the Mosel Addition to the town of Ingram, Texas, according to the plat and plan of said Addition found recorded in Book 58 at page 645 of the Deed Records of Kerr County, Texas, and being a part of the same property conveyed to Frank Massey by Arthur Mosel on March 23rd, 1931, as shown by deed of that date found recorded in Book 53 at page 97 of the Deed Records of Kerr County, Texas, to which reference is hereby made. This lot is conveyed by Grantors to Grantee in cancellation of the balance of indebtedness yet due on that certain vendor's lien note as set out and described in deed from Arthur Mosel to Frank Massey of date March 23rd, 1931 and found recorded in Book

Property to the place of beginning. Containing 4.8 acres of land, more or less.

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

Witness our hands at Kerrville, Texas, this 24th day of April, A. D. 1940.

(Revenue Stamp \$.50 cancelled)
(E. R. - - - - - 4/24/40)

Emil Rauch

Bessie Rauch

THE STATE OF TEXAS)
COUNTY OF KERR) BEFORE ME, the undersigned authority a County Clerk in and for Kerr County, Texas, on this day personally appeared Emil Rauch and Bessie Rauch wife of said Emil Rauch known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Bessie Rauch wife of the said Emil Rauch having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said Bessie Rauch acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 24th day of April, A. D. 1940.

(SEAL #7573)

Jno. R. Leavell

County Clerk, Kerr County, Texas.

Filed for record April 24th, 1940 at 4:20 o'clock P. M.

Recorded April 25, 1940 at 3:55 o'clock P. M.

XX

SPECIAL WARRANTY DEED WITH V/L

THE STATE OF TEXAS)
COUNTY OF K E R R) KNOW ALL MEN BY THESE PRESENTS: That we, G. C. McCoy and wife, Ethel Ellis McCoy, of the County of Kerr, State of Texas, for and in consideration of the sum of Five Thousand and No/100 (\$5000.00) Dollars to us paid, and secured to be paid by Guy G. Griggs and wife, Edna Griggs, as follows: One Thousand and No/100 (\$1000.00) Dollars in Cash and One Vendor's Lien note in the principal sum of \$4000.00, executed by Guy G. Griggs and wife, Edna Griggs, and payable to G. C. McCoy, said note being due and payable in monthly installments of \$25.00 each, plus interest, the first payment being due and payable on or before the 22nd day of May, 1940, and a like installment of \$25.00 each, plus interest, shall become due and payable on or before the 22nd day of each succeeding calendar month thereafter until the expiration of five (5) years from date thereof when the whole amount of said note, both principal and interest, then remaining unpaid shall become due and payable; said note contains the usual 10% attorneys fee clause and accelerated maturity clause; note referred to for full description. No dwelling house shall be erected on said property which shall cost less than one thousand five hundred dollars (\$1,500.00) to build, exclusive of all out buildings. Such residence shall be connected to cesspool, septic tank, or sewer and have complete plumbing. No part of the property described above shall be used for business purposes, and no Sanatorium for the care or treatment of tuberculosis or any infectious or contagious disease shall be erected or maintained on the said property, and no boarding house boarding or keeping tubercular persons, or persons suffering from any infectious or contagious disease for

profit, shall be erected or operated on said land. None of the said land shall be sold, leased or rented to colored persons, nor occupied by colored persons except as servants of white persons living on the said land and then the said colored persons shall live in houses provided by the grantee on the land described hereinafter for said colored persons.

Have Granted, Sold and Conveyed and by these presents do grant, sell and convey unto the said Guy G. Griggs and wife, Edna Griggs of the County of Kerr, State of Texas, all that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and described as follows, to-wit: Fifteen (15) acres of land out of Survey No. 120, in the name of Walter Fosgate and a part of that land known formerly as the Otto Wahrmond Estate and having been conveyed by the heirs of said estate to G. C. McCoy. Beginning at the waters edge of Town Creek which point marks the north corner of that 5.78 acre parcel having been conveyed to H. J. Vann by deed found of record in deed records of Kerr County, Volume 64, page 328; Thence with the line of said 5.78 acre parcel thus: N. 63 deg. W. 60 varas; N. 60 deg. W. 27 varas N. 49 W. 136 varas to a hackberry tree; thence S. 35 W. 27 varas to an elm tree; Thence S. 24 W. 78 varas along road; Thence N. 53 deg. W. 13 varas to the corner of that 35 acre tract of land having been conveyed to Jennings Monk by and of record in same County in Volume 64, page 544; Thence with Monk line thus: N. 44 W. 227 varas; N. 60 deg. 30' E. 200 varas; S. 80½ E. 289 varas, passing 12 feet North of a large L. O. on bluff to the center of said creek at the east corner of said Monk tract. Thence Southerly with said creek to the place of beginning, containing fifteen (15) acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Guy G. Griggs, and wife, Edna Griggs, their heirs and assigns forever. And it is expressly understood and agreed herein that should any of the conditions above mentioned, constituting a part of the consideration for this conveyance, be violated or breached by the said Guy G. Griggs, and wife, Edna Griggs, their heirs, assigns, or grantees, or any one else succeeding in any manner to the title, then in that event the said above described and conveyed property is to revert in grantors, G. C. McCoy and wife, Ethel Ellis McCoy, their heirs and assigns, and this deed is to become null and void, and grantors, the said G. C. McCoy and wife, Ethel Ellis McCoy, their heirs and assigns, shall then have the right to re-enter and take possession of said above described premises, as the owners thereof in fee simple and hold the same entirely free from the operation of this conveyance and grantors herein, G. C. McCoy and wife, Ethel Ellis McCoy, in consideration of the foregoing do hereby bind themselves, their heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular, the said land and premises unto the said Guy G. Griggs, and wife, Edna Griggs, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But should said property ever be subdivided and portions thereof revert to grantors by virtue of a violation of any restrictive covenant, such reversion shall in no way affect or revert the balance of said property. But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute. Grantees agree to insure the improvements on said real estate against loss by fire and windstorm in the sum of the note herein described, or for the amount for which insurance can be procured, with loss, if any, payable to grantor herein or the holder of the note herein described, as his interest may appear, and to keep said insurance in force as long as any part of said note shall remain unpaid; and the grantees further agree to pay all taxes, and/or other special

assessments on said property, promptly when due; said Grantor, or the holder of the note, shall also have the option, in the event grantees fail at any time to insure said improvements, or to pay said taxes, to take out said insurance and to pay said taxes in grantees name, and any sum or sums for insurance, or taxes advanced for grantees by said grantor, or the holder of the note under the terms hereof, shall bear interest from the date of such advancement at the rate of ten per cent (10%) per annum, and the re-payment of same shall be secured by lien on the above described property. Witness our hands at Kerrville, Texas, this 22nd day of April, A. D. 1940.

(Revenue Stamps \$5.00 cancelled)
(G. C. M. - - - - - 4-23-40)

G. C. McCoy

(State Note Stamps \$3.80 paid)

Ethel Ellis McCoy

THE STATE OF TEXAS)

COUNTY OF KERR)

) Before me, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared G. C. McCoy 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, this 23rd day of April, A. D. 1940.

(SEAL)

Jim Weatherby

Notary Public in and for Kerr County, Texas.

THE STATE OF TEXAS)

COUNTY OF KERR)

) Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ethel Ellis McCoy, wife of G. C. McCoy, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having had the same fully explained to her, she, the said Ethel Ellis McCoy, acknowledged to me that she had executed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 23rd day of April, A. D. 1940

(SEAL)

Jim Weatherby

Notary Public in and for Kerr County, Texas.

Filed for record Apr. 25, 1940 at 2:30 o'clock P. M.

Recorded April 29, 1940 at 1:35 o'clock P. M.

WARRANTY DEED WITH V/L

WARRANTY DEED WITH V/L

THE STATE OF TEXAS)

COUNTY OF KERR)

) KNOW ALL MEN BY THESE PRESENTS: That we, J. W. Darby and wife Margaret E. Darby of the County of Kerr, State of Texas for and in consideration of the sum of Three Thousand and no/100 Dollars to us paid, and secured to be paid by Frank A. Harris as follows: Five Hundred Dollars in cash, the receipt thereof is hereby acknowledged, and the further consideration of the execution of one certain promissory _____ by the said Frank A. Harris and wife, Margaret K. Harris, in the principal sum of Twenty Five Hundred Dollars due and payable on or before 90 days from the date hereof, and to bear interest at the rate of 6% per annum from date until paid, and to bear date of even date hereof; said note to provide for accelerated maturity and to contain the usual 10% attorney's fees clause and to be due and payable at Kerrville, Kerr, Texas, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Frank A. Harris of the County of Kerr, State of Texas, all that certain tract or parcel of land lying and being situated in Kerrville, Kerr County, Texas and described as follows: All of Lot No. 16 in Block No. 15 Westland Place Addition to

REFILED

8129

7590

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Re-FILED FOR RECORD 63
at 4:20 o'clock P M 5
1

OCT 24 1996

PATRICIA DYE

Clerk County Court, Kerr County, Texas
Patricia Dye Deputy

DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS FOR
BLUEBELL ESTATES

61 00/00/00
5 00/00/00
1 00/00/00

BLUEBELL ESTATES

DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS

ARTICLE 1 - DEFINITIONS

ARTICLE 2 - RESTRICTIONS, COVENANTS AND CONDITIONS BINDING ON PROPERTY AND OWNERS

- 2.01 Property Bound.
- 2.02 Owners Bound.
- 2.03 Waiver and Laches.

ARTICLE 3 - USE RESTRICTIONS

- 3.01 Intended Use.
- 3.02 Change in Intended Use.
- 3.03 Animals.
- 3.04 Antennas, Satellite Dishes, and Telecommunication Devices.
- 3.05 Carports.
- 3.06 Construction Materials and Debris.
- 3.07 Equipment and Machinery.
- 3.08 Fences, Walls, Planters and Hedges.
- 3.09 Garbage.
- 3.10 Hunting and Firearms.
- 3.11 Maintenance.
- 3.12 Motor Vehicles.
- 3.13 Noise.
- 3.14 Nuisances, Diseases and Insects.
- 3.15 Outside Lighting.
- 3.16 Parking.
- 3.17 Rental.
- 3.18 Re-subdivision.
- 3.19 Sidewalk Encroachments.
- 3.20 Signs.
- 3.21 Storage.
- 3.22 Swimming Pools.
- 3.23 Tanks.
- 3.24 Tree Removal and Excavation.
- 3.25 Utility and Service Lines.
- 3.26 Yards.
- 3.27 Violation of Statutes, Ordinances and Regulations.

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- 4.01 Use and Composition.
- 4.02 New and Permanent Construction.
- 4.03 Dwelling Size.
- 4.04 Masonry Construction.
- 4.05 Foundation Exposure.
- 4.06 Roofs.
- 4.07 Outbuildings.
- 4.08 Carports.
- 4.09 Driveways and Sidewalks.
- 4.10 Reflective or Mirrored Glass.
- 4.11 Exterior Air Conditioning Equipment.
- 4.12 Exterior Building Materials, Finishes and Colors.

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- 4.13 Exterior Lighting.
- 4.14 Setback.
- 4.15 Two-Story Design and Construction.
- 4.16 Corner Lot Residence.
- 4.17 Lot Consolidation.
- 4.18 Construction Complete.
- 4.19 Owner's Water and Sanitary Sewer Lines.
- 4.20 Compliance with City of Kerrville.

ARTICLE 5 - EXEMPTION FOR PURPOSE OF CONSTRUCTION, DEVELOPMENT AND SALE.

ARTICLE 6 - RIGHT TO ENTER.

ARTICLE 7 - ARCHITECTURAL CONTROL COMMITTEE

- 7.01 Development Objectives..
- 7.02 Architectural Control Committee.
- 7.03 Goal of Architectural Control Committee.
- 7.04 Function of the Architectural Control Committee; Approval Required.
- 7.05 Procedures of the Architectural Control Committee.
- 7.06 Design Submittal for Approval.
- 7.07 Basis of Approval.
- 7.08 Variances.
- 7.09 Approval by the Committee.
- 7.10 Failure of the Committee to Act.
- 7.11 Limitation of Liability.

ARTICLE 8 - IMPROPER MAINTENANCE BY OWNER

ARTICLE 9 - IMPOSITION OF LIEN; OWNER'S AGREEMENT

- 9.01 Imposition of Maintenance Lien.
- 9.02 Owner's Promises Regarding Maintenance Costs and Maintenance Lien.
- 9.03 Assessments by Award or Judicial Decree.

ARTICLE 10 - RIGHTS AND POWERS

- 10.01 Declarant's Remedies to Enforce Payment of Maintenance Cost and/or Dues and Assessments.
- 10.02 Cost to be Borne by Owner in Connection with Enforcement of Payment of Maintenance Cost.
- 10.03 Contracts with Others for Performance of Declarant's Duties.
- 10.04 Transfer of Functions of the Declarant.

ARTICLE 11 - CASUALTY/REPAIR

ARTICLE 12 - THE BLUEBELL ESTATES HOMEOWNERS' ASSOCIATION AND COVENANTS FOR ASSESSMENTS

- 12.01 Membership and Voting.
- 12.02 Turnover.
- 12.03 Personal Obligation and Lien Rights Associated with Collection of Dues and Assessments.
- 12.04 Purpose of Assessments.
- 12.05 Annual Assessment.
- 12.06 Special Assessments.
- 12.07 Notice and Quorum for any Action Authorized.
- 12.08 Uniform Rate of Assessment.

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- 12.09 Date of Commencement of The Annual Assessments.
- 12.10 Effect of Nonpayment of Assessments: Remedies of the Association.
- 12.11 Subordination of the Lien to Mortgage.
- 12.12 Exempt Property.
- 12.13 Option to Cure.

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ARTICLE 13 - TERMS; AMENDMENTS; TERMINATIONS; ENFORCEMENT

- 13.01 Term, Method of Termination.
- 13.02 Amendments.
- 13.03 Election Procedure for Amendments and Termination.
- 13.04 Recording of Amendments or Termination.
- 13.05 Effect.
- 13.06 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions.
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ARTICLE 16 - MISCELLANEOUS

- 16.01 Interpretation of the Covenants.
- 16.02 Severability.
- 16.03 Rule Against Perpetuities.
- 16.04 Successors and Assigns of Declarant.
- 16.05 Gender and Number.
- 16.06 Captions and Titles.
- 16.07 Notices.
- 16.08 Assignment.

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 Sequence on the case 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

OCT 10 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

Real Property

VOL

871

PG

427

RECORDING DATE

OCT 10 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY

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BLUEBELL ESTATES
DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS

This Declaration of Restrictions, Covenants, and Conditions (hereinafter termed the "Declaration") is made this 4th day of October, 1996 by T. Kyle Priour and Stephen T. Huser, dba Bluebell Estates (hereinafter sometimes termed "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant owns and desires to develop the "Property" hereinafter defined.

WHEREAS, Declarant owns or may acquire additional real property which Declarant may place subject to this Declaration for purposes of developing all at one time or in phases.

WHEREAS, in order to enable Declarant to accomplish such development in a consistent manner with continuity, and for the further purpose of preserving the value, attractiveness, and desirability and for the mutual benefit of all owners, Declarant desires to place the Property, subject to the covenants, conditions, assessments, charges, servitudes, liens, easements and reservations (hereinafter collectively termed "Covenants") hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, occupied and conveyed subject to the following restrictions, covenants and conditions.

ARTICLE 1 - DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

1.01 "Association" shall mean and refer to the Homeowners' Association, if and when established, its successors and assigns.

1.02 "Board" shall refer to the Board of Directors of the Association, if and when established.

1.03 "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Article 7 herein.

1.04 "Common Area" shall mean all real property (including the improvements thereto) owned and/or maintained by the Declarant or the Association for the common use and enjoyment of the Owners, whether in existence at the time of the imposition of this Declaration, or which may be added at any time in the future. The Common Area will initially include the private waterfront park designated on the subdivision plat. Common Area may also include, but not necessarily be limited to, the following: signs, recreation facilities and equipment, fences, trails, and other similar or appurtenant improvements.

1.05 "Covenants" shall mean the covenants, conditions, easements, charges, servitudes, liens, reservations and assessments set forth herein.

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1.06 "Declarant" shall mean T. Kyle Priour and Stephen T. Huser, dba Bluebell Estates, and their successors and assigns.

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1.07 "Declaration" shall mean this Declaration of Restrictions, Covenants, and Conditions; as amended or supplemented from time to time.

1.08 "Deed" shall mean a deed or other instrument conveying the fee simple title to a "Lot".

1.09 "Improvement" or "Improvements" shall mean every structure on the Lot and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, storage sheds or buildings, guest quarters, gazebos, patios, driveways, walkways and paved areas, fountains, large barbecue units, greenhouses, basements, large visible decorative items, swimming pools, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, tanks, pipes, lines, meters, antennas, satellite dishes, towers and other facilities used in connection with water, sewer, electric, telephone, regular or cable television, or other utilities.

1.10 "Lot" shall mean and refer to any designated lot 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 subdivision plat or plats of the Property filed for record in the 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 which are not designated by number as lots, and not including street right-of-ways, the ownership of such areas being reserved to Declarant and its successors and assigns.

1.11 "Maintenance Cost" shall mean any and all costs assessed pursuant to Article 8 hereof.

1.12 "Maintenance Lien" shall mean with respect to any Lot, the lien created and imposed pursuant to Article 9 hereof securing any Maintenance Cost.

1.13 "Member" shall mean and refer to every person or entity who holds membership in the Association, if and when established.

1.14 "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot; the term "Owner" to exclude any person or persons, entity or entities, having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Declarant if Declarant is a record owner of fee simple title to a Lot.

1.15 "Property" shall mean and refer to, at the time of recordation of this Declaration, the land described on Exhibit "A" attached hereto, known as Bluebell Estates Subdivision according to the Plat as recorded in Volume 6, at Page 308, of the Plat Records of Kerr County, Texas, and made a part hereof for all purposes; and such additions thereto as may hereafter be subjected to this Declaration pursuant to Article 15 hereof.

1.16 "Residence" shall mean any building, or portion thereof, designed and used for a single family dwelling including, but not limited to, such building and any garage, carport or other structure related thereto or used in conjunction therewith and the Lot upon which the building is located. "Residence", as defined above, may also be referred to as "Dwelling Unit".

ARTICLE 2 - RESTRICTIONS, COVENANTS AND CONDITIONS BINDING ON PROPERTY AND OWNERS

2.01 Property Bound. Upon recordation of this Declaration, the Property shall be subject to the Restrictions, Covenants and Conditions and said Covenants shall run with, be for the benefit of, and bind and burden the Property.

2.02 Owners Bound. Upon recordation of this Declaration, the Covenants shall be binding upon and for the benefit of each Owner and his heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed. Each Owner for 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 Restrictions, Covenants and Conditions and 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 non-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 assessment which fell due while the prior owner was an Owner.

2.03 Waiver and Laches. The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 3 - USE RESTRICTIONS

All Property and Lots are hereby restricted as follows:

3.01 Intended Use. All Lots shall be used only for single-family residential purposes. No Lot shall be used for any commercial, business or church purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. Except for the use of a room within a residence as an in-house office, which office use is secondary to the residential use on the Lot, no business, commercial, trade, professional or other nonresidential activity or use of any nature, type, kind, or description shall be conducted upon or from any residence or within any improvement located or constructed on any Lot. No signs of any type advertising or describing in any way the in-home office use or business is permitted to be placed anywhere on the Lot or within or upon the residence. The activities or business conducted at the in-home office shall not be such as to generate traffic by customers, vendors or the like through the Subdivision or to the residence.

3.02 Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use, without the prior written authorization and approval of the Declarant.

3.03 Animals. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except pursuant to prior written approval of and in accordance with rules and regulations promulgated by the Declarant (or the Association, if applicable), provided, however, that dogs, cats, birds or fish may be kept thereon as household pets so long as, in the discretion of the Declarant (or the Association, if applicable), such pet is not, or does not become a nuisance, threat or otherwise objectionable to other Owners. No animal may be maintained, kept, caged or boarded for hire or remuneration, and no kennels or breeding operations of animals will be allowed on any Lot. No dogs shall be allowed to run at large and shall be kept within an enclosed area on each Lot which must be kept clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be of reasonable design and construction to adequately contain such animals in accordance with the provision hereof, and shall be screened so as not to be visible from the front side or any portion of the Lot at street level. No vicious or dangerous animals shall be allowed on the Property.

3.04 Antennas, Satellite Dishes, and Telecommunication Devices. No exterior television, radio or antenna of any type, satellite dishes having a diameter of 20 inches or greater, or other telecommunication devices shall be placed, allowed or maintained upon any Lot without prior written approval and authorization of the Declarant (or the Association, if applicable). A small satellite dish (less than 20 inches in diameter) is allowed provided it is inconspicuously placed on the rear of a residence.

3.05 Carports. The interiors of all carports shall be maintained by the Owners in a neat, clean and sightly condition. No carport shall be used for storage; and no hobby shops, carpenter shops, metal shops or other similar shops shall be maintained in any carport, and no automobile overhaul, repair or maintenance work shall be conducted within any carport.

3.06 Construction Materials and Debris. No building material of any kind

shall be placed or stored upon a Lot until the owner thereof is ready to commence construction of improvements and has obtained a building permit, and then the material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line. Each lot owner/builder is responsible for such lot maintenance regardless of how the material arrived on the lot. Builders are required to contain in a small defined area, all trash and debris at all times during construction, same to be maintained in a sanitary and orderly manner and disposed of in a regular manner.

3.07 Equipment and Machinery. No equipment and machinery of any type, including without limitation, heating, air conditioning or refrigeration equipment and clotheslines, shall be placed, allowed or maintained upon the ground on any Lot, except with prior written approval and authorization of the Declarant (or the Association, if applicable) and then only in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view at ground level of neighboring property, pathways and streets; and no such equipment, machinery, or fixtures shall be placed, allowed, maintained, or repaired anywhere other than on the ground (such as on the roof) except if screened or concealed from within view of any neighboring property or street (subject to all required approvals as to architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

3.08 Fences, Walls, Planters and Hedges. No fence, wall, planter or hedge in excess of three (3) feet high shall be erected or maintained nearer to the front lot line than the building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet high and shall not extend closer than six (6) feet behind the front building corners. All fences shall be of new construction and shall be constructed on a continuous reinforced concrete footing of not less than six (6) inches wide. The concrete footing shall have at least one #3 steel rebar run horizontally. All fences shall be constructed of wood, masonry, wrought iron or chain-link with posts set a maximum of eight (8) feet on center. All chain-link fences must have top and bottom rails. All posts and rails must be to the inside of any fence facing a front or side street. All walls and fences, and any variance from these requirements, must be approved by the Architectural Control Committee prior to construction.

3.09 Garbage. No garbage or trash shall be placed outside any building, except in sanitary containers approved by the City of Kerrville, and the placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Association, if and when formed. All trash, garbage or other refuse shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

3.10 Hunting and Firearms. No hunting or discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring shall be allowed on the Property.

3.11 Maintenance. All properties shall be maintained on a regular basis, including building exteriors, roofs, landscaping, waterscaping, driveway, sidewalks, fences, or other lot improvements. No owner of any Lot, either vacant or improved, shall be permitted to let such Lot go un-maintained. No residence shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair, adequately painted or otherwise finished. Grass, weeds and vegetation on each Lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot. Declarant (or the Association, if applicable), may, at its option, have the grass, weeds and vegetation cut when, and as often as same is necessary, in its judgement, and have dead trees, shrubs and plants removed from the Lot and such cost shall be considered a Maintenance Cost pursuant to Articles 8 and 9 herein.

3.12 Motor Vehicles. Motor vehicles owned or in the custody of any Owner may be parked only in the driveway, carport or garage located upon or pertaining to such person's Lot, unless otherwise authorized by the Declarant (or the Association, if applicable), in writing. No travel trailers, recreational vehicles, or buses, and no vans or trucks designed or used for commercial purposes or any purpose other than private use shall be placed, allowed or maintained upon any residential Lot except with the prior written approval and authorization of the Declarant (or the Association, if applicable), and then, only in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways and streets. No repairs of any motor vehicles shall be made upon any portion of any Lot within view of neighboring property and streets, without prior written approval and authorization of the Declarant (or the Association, if applicable).

3.13 Noise. No exterior speakers, amplifiers, horns, whistles, bells or other sound devices of any kind (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.14 Nuisances, Diseases and Insects. No noxious or offensive activity shall be permitted upon any Lot nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odor shall be permitted to arise thereon, so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects. No activities shall be conducted on any Lot and no improvements shall be constructed which are, or might be, unsafe or hazardous to any person, animal or property.

3.15 Outside Lighting. Holiday lighting can be done no earlier than

Thanksgiving and shall be removed from the Lot no later than January 15th of the following year. Refer to Section 4.13 for additional restrictions.

3.16 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 (or the Association, if applicable).

3.17 Rental. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restriction of this Declaration. During any period when a Lot or Improvements are rented or leased, the Owner of the Lot shall remain liable for complying with all terms of this Declaration. No "time-share plan" or any similar plan of fragmented or interval ownership of any Residence or improvements shall be permitted on any Lot.

3.18 Re-subdivision. No Lot shall be further subdivided, and no portion less than all of any such Lot, shall be conveyed by any Owner without the prior written authorization and approval of the Declarant.

3.19 Sidewalk Encroachments. No tree, shrub, or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk 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 (or the Association, if applicable).

3.20 Signs. No signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Declarant (or the Association, if applicable), except that residential nameplates may be placed and maintained in conformity with reasonable restrictions as to size and specifications, as may be adopted. During the time of construction of a residence, one job identification or builder sign, and one sign identifying the lender providing construction financing, each not exceeding three (3) square feet, may be placed on the Lot. One "for sale" sign not exceeding three (3) square feet may be placed on the Lot to advertise the sale of the property. The Declarant shall have the right during the period of development, construction and sale of the Property to place signs not in conformity with this provision. Declarant's signs can include, but are not limited to, project identification sign and project lender sign. Additionally, a permanent sign identifying the subdivision may be erected as determined by the Declarant.

3.21 Storage. Exterior storage of items of any kind is prohibited except with prior written approval and authorization of the Declarant (or the Association, if applicable). This provision shall apply without limitation, to stumps, dead trees, wood piles, trailers, camping trailers, boat trailers, travel trailers, boats, mobile homes, motor homes (recreational vehicles) and unmounted pickup camper units. Exterior storage of up to one cord of fire wood is allowed, provided the wood is placed in some type of storage rack at least six (6) inches above the ground. Also, without limitation, no motor vehicle 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 (or the Association, if applicable).

3.22 Swimming Pools. No above-ground swimming pools shall be allowed. All swimming pools in excess of six feet (6') in diameter must be of a permanent nature built into the ground and in a fenced enclosure with self-closing and self-latching gates, in accordance with any applicable ordinances, regulations, or statutes. No swimming pools shall be constructed in front or side yards.

3.23 Tanks. No butane, propane (other than small tanks for customary barbecue grills for private use), or tanks of any kind shall be erected, placed or permitted on any Lot. No tank for the storage of oil, gasoline, or other hazardous products may be maintained on any Lot. Swimming pool filter tanks shall be placed inside walls, fences or similar type enclosures or placed underground in conformity with applicable governmental rules and regulations.

3.24 Tree Removal and Excavation. No trees with a base diameter in excess of eight (8) inches shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees, and then, only with the prior written approval of the Declarant (or the Association, if applicable). Lot owners are encouraged to save as many trees as possible, including those with base diameters of less than eight (8) inches. 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 of improvements on, such lot. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.25 Utility and Service Lines. No water, sewer, electric, gas, telephone, cable television or other utility or service lines of any 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. No private water wells, water supply, or sewage disposal systems will be permitted on any Lot. Each dwelling must utilize the City water system and City sewage disposal system provided to the subdivision.

3.26 Yards. There shall be no all-rock, all-gravel, or other hard surface or impervious material yards. This shall not prohibit the use of rock or gravel landscaped areas with the prior written approval and authorization of the Declarant (or the Association, if applicable). Prior to the construction of a residence on a Lot, the Lot Owner shall regularly mow such unimproved Lot and keep it neatly trimmed and free of trash and other unsightly material. Commensurate with the completion of construction:

- (A) By Owner Occupant - front yards (and side yards on corner lots) of all residences completed during the months of March through

September shall be fully sodded, seeded or planted in other ground cover within sixty (60) days of completion of residence.

Residences completed during the months of October through February shall be fully sodded, seeded or planted in other ground cover not later than the following month of April.

- (B) By Builder Owner - front yards (and side yards on corner lots) shall be fully seeded or sodded within sixty (60) days of completion of construction.

3.27 Violation of Statutes, Ordinances and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kerr, the City of Kerrville, or any other governmental agency or subdivision having jurisdiction on the premises.

ARTICLE 4 - CONSTRUCTION

4.01 Use and Composition. No building shall be constructed, altered or permitted to remain on any Lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height, with private garage for not less than two (2) and not more than three (3) automobiles, and bona fide guest quarters; provided however, that the guest quarters structure shall not exceed the main dwelling in area, height or number of stories. An enclosed garage (attached or detached) for not less than two (2) and not more than three (3) automobiles is required for each single-family residential dwelling. Hill Country style architectural designs are encouraged. No geodesic, A-Frames, log homes, or free style architectural designs shall be permitted. Owners are required to submit preliminary or conceptual plans and specifications of front and side elevations, and materials specifications, including colors, to the said Architectural Control Committee for review and comment, prior to the completion of final plans and specifications. Prior to the commencement of any construction, all final plans and specifications must be approved in writing by the said Architectural Control Committee. The sidewall of each house on a corner lot that faces a side street will be designed and completed to create an attractive appearance that is comparable to its front elevation in terms of building materials, use of architectural trim and decor, windows, doors and other relief areas.

4.02 New and Permanent Construction. All buildings and other structures on the Property shall be of new and permanent construction and shall be constructed on site; and no structure shall be moved from any location on or off the Property onto any portion of the Property, provided, however, that temporary structures may be placed and maintained on the Property in connection with the construction of buildings, structures or improvements thereof if previously approved and authorized in writing by the Declarant (or the Association, if applicable). Any such temporary structure shall be promptly removed upon completion of the construction to which it relates. Other than the main residence, no structure, trailer of any kind, motor home, or recreational vehicle may be used for dwelling purposes.

4.03 Dwelling Size. The main living area of the main residence, exclusive of open or screened porches, garages or detached guest quarters shall not be less

than 1,800 square feet. If the residence is two stories, the minimum first floor main living area shall not be less than 1,400 square feet. The Architectural Control Committee is hereby permitted to approve deviations in the dwelling size (on a floor-by-floor basis) in instances where, in the judgement of said Committee, such deviation will result in a more beneficial use of the Lot and will not distract from the general appearance and quality of the Property.

4.04 Masonry Construction. The exterior walls of any residence shall consist of not less than 75% masonry construction, including all sides visible from the street. Masonry construction shall include rock, brick, stucco, or concrete impregnated siding. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a new manufacturer, a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the Property.

4.05 Foundation Exposure.

(A) All Stucco Finishes. All foundation sides on any Improvement with an exterior stucco finish shall be covered with stucco which matches the texture and color of the exterior stucco walls of such Improvement and shall be a continuation of such stucco walls so that there is no defined horizontal relief line between the foundation and such walls.

(B) All Stone, Masonry, Brick Veneer Finishes. The foundation of any Improvement with a stone, masonry, masonry veneer (other than stucco) exterior finish shall not be exposed more than twelve (12) inches above final grade. If floor level is more than twelve (12) inches above final grade, the foundation shall be built to accommodate a finished wall matching the exterior wall of the Improvement to within twelve (12) inches of final grade. The exposed foundation shall be trowel finished or plastered to provide a smooth and finished appearance. Landscaping to screen exposed foundation is encouraged.

4.06 Roofs. All roofs shall consist of 300-pound or better dimensional composition shingles, clay tile, slate, standing seam metal or copper, or architectural metal. No wood shingles will be allowed unless they are fire-treated and prior written approval is obtained from the Architectural Control Committee. No pure white, pure black or pure primary colored roofs shall be permitted without the prior written approval of the Architectural Control Committee. Flat roofs are prohibited; all roofs shall have a minimum pitch of 3 to 12.

4.07 Outbuildings. No outbuilding (inclusive of such structures as a storage building, greenhouse, guest quarters, art or craft studio, cabana, gazebo, or children's playhouse) shall be more than one-story in height. An outbuilding may only be constructed at the same time as, or subsequent to, the construction of the residence. Construction design and materials of any outbuilding shall be similar to, and consistent with, that of the main

residence to which it is appurtenant. All such outbuildings must comply with building setbacks and other requirements set forth in city ordinances. All outbuildings require the prior written approval of the Architectural Control Committee.

4.08 Carports. A carport must be designed and constructed as an integral part of the main residence. Construction design and materials shall be similar to, and consistent with, that of the main residence to which it is appurtenant.

4.09 Driveways and Sidewalks. All driveways and sidewalks shall be constructed entirely of concrete, brick pavers, or other decorative masonry materials with the prior written permission of the Architectural Control Committee. No asphalt or gravel driveways or sidewalks are permitted. Driveways shall be constructed with a minimum width of nine (9) feet along the entire length with expansion joints not more than twenty (20) feet apart, with one joint at the back of the street curb. The width of each driveway shall flair to a minimum of sixteen (16) feet at the curb and the curb shall be broken in such manner that the driveway may be at least six (6) inches thick at its end toward the street paving, and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a revelling driveway. All driveways, approaches and sidewalks shall comply with the then-current City of Kerrville construction specifications. Driveways shall maintain a minimum setback of three (3) feet from any side or rear lot line. Concrete sidewalks are required to be constructed along all streets unless a prior written waiver is obtained from the Architectural Control Committee. Sidewalks are required to be constructed in accordance with City of Kerrville construction specifications, or as required by Declarant, upon each Lot prior to the completion of the construction of any residence.

4.10 Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on, in, or for the windows or doors of any buildings or other Improvements constructed upon the Property.

4.11 Exterior Air Conditioning Equipment. All air conditioning compressors and other equipment located outside of any residential dwelling shall be screened from the view of streets by opaque walls attached to and made a part of each residence. Absolutely no window or roof mounted air conditioning units which are visible from the streets or adjoining Lots are permitted.

4.12 Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors shall be approved in writing by the Architectural Control Committee and shall be of such texture and color to provide a pleasant appearance throughout the Property. Bright colors, including, but not limited to, red, orange, bright or mustard yellow, aqua, bright pink, purple, fuchsia, lime green and royal blue are expressly prohibited. Uncovered or exposed (whether painted or not) concrete or concrete block shall not be permitted as the exterior finish of any building structure or wall. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any Improvements located on the Property.

4.13 Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) onto streets and road right-of-ways, and other portions of the Property.

4.14 Setback. No building shall be located on any Lot nearer to the front property line than thirty (30) feet; or nearer to the property line facing a side street than fifteen (15) feet; or nearer to the rear Lot line than thirty (30) feet, or nearer than ten (10) feet to an interior side Lot line, unless approval therefor is granted by the Declarant or Committee in the case of unusual Lot location, trees, terrain or configuration. For the purpose of this covenant, eaves shall be considered as a part of the building.

4.15 Two-story Design and Construction. Any two-story residence shall be designed and constructed so as to protect the privacy of adjoining properties. Items considered in the design and construction shall include, but are not limited to, windows, doors, decks, and balconies. Criteria to be considered for the second floor shall include without limitation, no side decks and/or balconies, minimum side windows, and placement of side windows.

4.16 Corner Lot Residence. Residences constructed upon the following corner lots shall be oriented so that the front of the residence faces the street indicated as follows:

- Lot 1, Block 2 shall face Elm Ridge
- Lot 2, Block 2 shall face Creek Run
- Lot 1, Block 3 shall face Creek Run
- Lot 1, Block 4 shall face Bluebell Road in a northerly direction

4.17 Lot Consolidation. Any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting consolidated side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set-back line of not less than the frontage of the narrowest Lot in the same block. Any such composite building site (or building site resulting from the remainder of one or more Lots having been consolidated into a composite building site) must be of not less than eleven thousand (11,000) square feet in area. Any modification of a building site, whether as to size or configuration, may be made only with the prior written approval of the Declarant until the Committee is selected and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "Lot" for all purposes hereunder.

4.18 Construction Complete. With reasonable diligence, and in all events within nine (9) months from the commencement of construction, any dwelling or other structure commenced upon any Lot shall be completed as to its exterior, and all temporary structures shall be removed.

4.19 Owner's Water and Sanitary Sewer Lines. All water and sanitary sewer lines located between each Dwelling Unit and the common water and sanitary

sewer lines shall be maintained by the owner at his own cost.

4.20 Compliance with City of Kerrville. All construction work shall comply with the City of Kerrville's building permits, building codes and other construction requirements effective as of the time of construction.

ARTICLE 5 - EXEMPTION FOR PURPOSE OF CONSTRUCTION, DEVELOPMENT AND SALE.

The Declarant shall have the right during the period of construction, development and sale of the Property to grant reasonable and specifically limited exemptions from these restrictions to itself and any other developer, owner or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location or time than is reasonably required.

ARTICLE 6 - RIGHT TO ENTER.

The Declarant, or its agent, (or the Association, if applicable) with three (3) days prior written notice to the Owner shall have the right to enter upon and inspect any Lot or Dwelling Unit for the purpose of ascertaining whether or not the provisions of these Covenants have been or are being complied with, and Declarant (or the Association, if applicable) shall not be deemed guilty of trespass by reason of such entry provided such entry be made during reasonable hours of the daytime.

ARTICLE 7 - ARCHITECTURAL CONTROL COMMITTEE.

7.01 Development Objectives. The aesthetic and ecological quality of the Properties requires that all improvements be compatible with other Improvements and be in harmony as to external design and location in relation to surrounding structures and the natural topography. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 7.02 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

7.02 Architectural Control Committee. The Architectural Control Committee shall be composed of members selected and appointed by the Declarant. The initial members of such Committee are T. Kyle Priour and Stephen T. Huser. At such time the Bluebell Estates Homeowners' Association is formed, or at any time thereafter, the Declarant may, at its option, allow the Association to select and appoint members to the Architectural Control Committee. At such time the Association is allowed to select and appoint members, the Board must consist of three (3) or five (5) members. Appointments by the Association's Board of Directors may include members of such Board. The Declarant (or Board of Directors) shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Real Property Records of Kerr County, Texas designating its

then current composition.

7.03 Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and property size compatible with Declarant's conceptual plan for the Property. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgement of the Committee, create an attractive and harmonious blend with existing Dwellings and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its judgement, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homes, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if such Committee feels that the repetition of such matters will have an adverse effect on the properties.

7.04 Function of the Architectural Control Committee; Approval Required. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No building, fence, wall, sign, walkway, roadway, landscaping, exterior light or other fixture, structure or other apparatus, either permanent or temporary, shall be commenced, erected, constructed, placed, altered or maintained, or permitted to remain upon the Property (or any Lot constituting a part thereof), nor shall any exterior addition thereto, change therein or alteration, excavation, tree removal, (including without limitation changes in or alterations of grade, landscaping, roadways and walkways), be made until the plans and specifications (in such form and detail as the Committee may deem necessary) showing the nature, kind, shape, height, materials, color, location and other material attributes of the same shall have been submitted in writing to, and approved in writing by, the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

7.05 Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

7.06 Design Submittal for Approval. The Owner must submit a design plan, which adequately reflects the true design and quality of the proposed work. The design plan shall include a site plan showing the location of all proposed improvements, major trees, and location and routing of utility lines from connections in the street right-of-way to the residence and/or other improvements; and building plans and specifications showing the nature, kind, shape, height, materials, color, location and other material attributes of the structure, improvement, addition, change, alteration or excavation. Final plans and specifications shall be submitted in complete form in duplicate and shall include a site plan, floor plan and all elevations of any proposed

structure(s) (including fences, walls, signs, pools, pool buildings, etc.), roof height, and specification of materials, colors, textures and shapes. All measurements and dimensions, both interior and exterior, must be shown (1/4" = 1' minimum). Description of materials and finishes must be clearly indicated. Any request for design approval shall be submitted to the Committee at 332 Clay Street, Kerrville, Texas, 78028, or at such other address as may from time to time be designated of record in the office of the County Clerk of Kerr County, Texas, or such other legal representatives as may from time to time be designated of record in the office of the aforesaid Recorder of Deeds.

7.07 Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following:

- (A) The architectural and structural integrity of the design.
- (B) Harmony and conformity of the design with the surroundings both natural and built.
- (C) Adequacy of the design to conditions of the site.
- (D) Relation of finished grades and elevations to neighboring sites.
- (E) Conformity to specific and general intent of the Protective Covenants covering the particular platted unit of which the Lot in question forms a part.

7.08 Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or the applicable Protective Covenants or these which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of The Property or harmony with the natural surroundings. No member of the Committee shall be liable to any Owner for claims, causes of action or damages arising out of the grant of any variance to any owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

7.09 Approval by the Committee. Upon approval of final submittals by the Committee, and building permit issued by the City of Kerrville, construction may begin. By commencing construction, the Owner specifically agrees that:

- (A). Construction of an approved building will be completed within nine (9) months from start of construction.
- (B). Construction will be in accordance with approved plans and specifications.

- (C). Any exterior changes after final approval of plans and specifications by the Architectural Control Committee must be approved in writing by the Committee prior to construction of those changes.
- (D). Regular inspections may be made by a representative of the Committee.

7.10 Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance. The Committee shall have no duty to exercise the power of approval or disapproval hereby reserved. Non-exercise of the power in one or more instances shall not be deemed to constitute a waiver of the right to exercise the power in other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different set of plans and specifications.

7.11 Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake or judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

ARTICLE 8 - IMPROPER MAINTENANCE BY OWNER

In the event any portion of a Lot or Dwelling Unit thereon is in Declarant's (or the Association's, if applicable) judgement so maintained by the owner as to not comply with these Restrictions and Covenants, or presents 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 Declarant (or Association) 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 Declarant (or Association) 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 Declarant (or Association) 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

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specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

ARTICLE 9 - IMPOSITION OF LIEN; OWNER'S AGREEMENT

9.01 Imposition of Maintenance Lien. Declarant (or the Association, if applicable) 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 (or the Association, if applicable) for the amount of such unpaid Maintenance Cost. Upon payment of all Maintenance Costs 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 the Association, and their successors and assigns.

9.02 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 (or the Association, if applicable) within thirty (30) days after the date of written notice thereof any Maintenance Cost assessed by the Declarant (or the Association, if applicable) 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.

9.03 Assessments by Award or Judicial Decree. In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in Article 8 herein. Failure to pay assessments imposed under this Article shall constitute an event which may give rise to the remedies provided in Article 10 herein.

ARTICLE 10 - RIGHTS AND POWERS

10.01 Declarant's Remedies to Enforce Payment of Maintenance Cost and/or Dues and Assessments. If the Owner of any Lot fails to pay the Maintenance Cost and/or Dues and Assessments when due, the Declarant (or the Association, if applicable) may enforce the payment thereof by taking either or both of the

following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Declarant (or Association) does not prejudice or waive its right to exercise the other remedy):

(a) Bring an action at law and recover judgement against the Owner personally obligated to pay Maintenance Cost and/or Dues and Assessments;

(b) Foreclose the Lien against the Lot and the Dwelling Unit thereon in accordance with the then prevailing Texas law relating to the foreclosure of realty mortgages and liens (including the right to recover any deficiency).

Sale or transfer of any Lot shall not affect the Lien, provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Lot and any Dwelling Unit located thereon free of the Lien for all Maintenance Costs and/or Dues and Assessments that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure.

10.02 Cost to be Borne by Owner in Connection with Enforcement of Payment of Maintenance Cost. In any action taken pursuant to Section 2 of this Article, the Owner shall be personally liable for, and the Lien shall be deemed to secure the amount of, the Maintenance Cost and/or Dues and Assessments together with interest thereon at the highest contract rate allowed by law plus the Declarant's (or Association's) reasonable costs and attorney's fees.

10.03 Contracts with Others for Performance of Declarant's Duties. Subject to the restrictions and limitations contained herein, the Declarant may enter into contracts and transactions with others, including its subsidiaries and affiliated companies.

10.04 Transfer of Functions of the Declarant. The Declarant may at any time hereafter cause a non-profit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Declarant hereunder (including the matters relating to Maintenance Costs and Maintenance Liens and relating to the Architectural Control Committee). Any such delegation of authority and duties shall serve to automatically release the Declarant from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Real Property Records of Kerr County, Texas, and joined in by the Declarant and aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person.

ARTICLE 11 - CASUALTY/REPAIR

If any Dwelling Unit or improvements are damaged by fire or other

casualty, the Owner of such Dwelling Unit shall immediately take all actions consistent herewith to rebuild such Dwelling Unit or improvements (with available insurance proceeds, or at his own cost) pursuant to the original plans and specifications, or such other plans and specification as may be approved by the Architectural Control Committee, for such Dwelling Unit or improvements within nine (9) months.

The damaged portion and all debris must be removed within thirty (30) days, unless an extension of time is granted by the Declarant or Association for good cause. If reconstruction has not begun within ninety (90) days, the slab must be removed and the Lot returned to its original condition, unless an extension of time is granted by the Declarant or Association for good cause.

ARTICLE 12 - THE BLUEBELL ESTATES HOMEOWNERS' ASSOCIATION AND COVENANTS FOR ASSESSMENTS

12.01 Membership and Voting. In the event Declarant desires to create a homeowners' association, Declarant shall take all steps necessary to create such Association. The Declarant may then assign or delegate, on a permanent or temporary basis, one or more of the rights, powers, obligations and duties of the Declarant under these restrictions. Every Owner of a Lot within the Properties shall be a member of the Association.

(A) The Association shall have two classes of voting membership.

- (1) Class A: Class A members shall be all owners of lots with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, only one vote is allowed for that lot.
- (2) Class B: All lots owned by Declarant. Declarant shall be entitled to five (5) votes for each developed lot.

12.02 Turnover.

- (A) At any time after commencement of operations of the Association, at Declarant's sole discretion, the property owners may be required to take over the management of the Association and relieve Declarant of all duties associated therewith. Upon such "Turnover" by the Declarant, the property owners within the Subdivision will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of these restrictions and to establish any and all bylaws, procedures and other management devices by which the Association shall operate. After "turnover", any Board Members/Directors must be Owners within the Subdivision.
- (B) Notwithstanding anything to the contrary, until such "Turnover" has taken place, the management of the Association shall be by Declarant and its staff, and any expenses incurred in such management shall be reimbursed to Declarant by the Association. Said reimbursable expenses shall include the cost of Declarant's

staff for the time spent in the management thereof of this Association. From and after the time of such turnover, the Association shall indemnify and hold Declarant harmless from and against any and all claims or damages of every kind arising out of the development and operations of the Association or Common Areas.

12.03 Personal Obligation and Lien Rights Associated with Collection of Dues and Assessments.

- (A) Each lot owner, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association regular annual assessments and all other Association dues, fees, fines, assessments or charges of any kind, including special assessments for capital improvements, which may be established and collected as hereinafter provided.
- (B) The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fee became due. The personal obligation for delinquent assessments shall not pass to any successors or assigns in title unless assumed by them.

12.04 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and/or owners and for the improvement and maintenance of the Common Area. The Common Area will initially include the private waterfront park as designated on the subdivision plat. These expenses may include, but shall not necessarily be limited to, payment of taxes and insurance, construction, repair or replacement of improvements to the Common Area, cost of trash and debris clean-up, cost of professional or other outside services, cost of security, cost of covenant enforcement, cost of lot cleaning, and any other costs necessary to carry out its authorized functions. Additionally, any other expenses which, in the Association's sole discretion, are deemed necessary to uphold the Subdivision's property values and/or are for the overall betterment of the development and its appearance, shall be the responsibility of the Association and shall be paid out of assessments.

12.05 Annual Assessment. In the event Common Areas (or amenities) are created, improved, and made available for use by the Owners of the Bluebell Estates Subdivision, an annual assessment may be levied upon each Lot in an amount calculated to be sufficient to pay the projected annualized cost for taxes, insurance, maintenance and upkeep of such amenity in addition to any other costs as described in Section 12.04. An increase may be calculated and experienced each time a new amenity is created and made available for use by the Owners of Lots in Bluebell Estates.

12.06 Special Assessments. In addition to the annual assessment authorized in Section 12.05 hereof, the Board of Directors of the Association may levy a

special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement on, or which is a part of, the Common Areas, or from carrying out other purposes of the Association as stated herein or in the Articles of Incorporation of the Association.

12.07 Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under Section 12.05 or 12.06 above shall be sent to all members not less than 30 days nor more than 60 days in advance of any meeting. At the first such meeting called, the presence of members or proxies entitled to cast thirty percent (30%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called by the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

12.08 Uniform Rate of Assessment. Any and all dues of the Association or special assessments must be fixed at a uniform rate for all classes of lots, and may be collected on a monthly, quarterly, or semi-annually basis in lieu of annually. This decision may be made by the Declarant until Turnover occurs, and thereafter may be made by a majority of the Board of Directors. In these restrictions pertaining to the Association dues or special assessments, it shall be construed to mean "monthly" whenever the above event occurs.

12.09 Date of Commencement of The Annual Assessments. The annual assessments provided for herein shall not commence until the later of January 1, 1997 or substantial completion of the roads and utilities to the particular lot has been obtained.

- (A) For billing purposes, the annual assessment period will begin on the 1st day of each January and shall commence as to each Lot on the first day of the month following the time of commencement, as noted above, and shall be prorated accordingly with all dues payable in advance at the closing (or by billing if the Lot has already been sold) up to the time of the next future billing. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.
- (B) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

12.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear

interest from the due date at the highest legal contract rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owners' Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. (See Article X entitled "Rights and Powers.")

12.11 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of the Lot pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

12.12 Exempt Property. All Common Areas and other portions of the Properties, if any, which are dedicated to public authorities shall be exempt from Assessment.

12.13 Option to Cure. Declarant, or the Association, has the option, but not the obligation, to perform any action required of any owner by these restrictions. In the event that Declarant (or the Association) elects to do so, all sums incurred by the Declarant (or the Association) in performing the required action shall be charged against the Owner. If such sums are not paid within thirty (30) days, said sums shall bear interest at the highest legal contract rate and shall be secured by a lien (the same as if said sums were Dues and/or Assessments) on all Lots(s) owned by said Owner. The Declarant (or the Association) may bring an action at law against the Owner of the lot subject to the assessment for payment thereof and/or bring an action to foreclose the lien which secures the assessment.

ARTICLE 13 - TERMS; AMENDMENTS; TERMINATIONS; ENFORCEMENT

13.01 Term, Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2026. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years unless there is an affirmative vote to terminate this Declaration by the then Owners of seventy-five percent (75%) of the Lots. Furthermore, this Declaration may be terminated at any time if (i) Owners of legal title of seventy-five percent (75%) of the Lots by affirmative vote elect to so terminate this Declaration and (ii) so long as Declarant is an owner of a lot, Declarant approves such termination in writing.

13.02 Amendments. This Declaration may be amended or changed in whole or in part at any time by (i) the affirmative vote of the Owners of legal title of seventy-five percent (75%) of the Lots and (ii) so long as Declarant is an owner of a lot, the written approval of Declarant.

13.03 Election Procedure for Amendments and Termination. The affirmative

votes required under section 1 or 2 of this Article may be obtained and evidenced either by a written consent to any such amendment or termination, as the case may be, signed by the requisite percentage of Owners (which such consent shall be in recordable form and presented to Declarant) or by the requisite vote by the Owners at a meeting of Owners duly called by at least ten (10) Owners or by Declarant pursuant to written notice. Written notice must be mailed to all of the Owners at their last known addresses ten (10) days prior to the date of the meeting. At such meeting the requisite percentage of Owners, in person or by proxy, may vote to so amend or terminate this Declaration (and the Covenants herein). The notice of the meeting must set forth the proposal as to amendment or termination of this Declaration (and/or the Covenants therein) and the affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the owners who called the meeting or Declarant. In any event, a copy of the minutes must be delivered to Declarant.

13.04 Recording of Amendments or Termination. Upon the requisite percentage of Owners duly voting to amend or terminate this Declaration (and/or the Covenants herein) and upon the other conditions set forth in section 1 or 2 (of this Article, as the case may be) and section 3 of this Article being satisfied, then:

(a) In the case of amendment, each amendment shall be executed by the Declarant or the Association, placed in recordable form, and filed of record in the County Clerk's Office, Kerr County, Texas accompanied by a statement that the requisite percentage of Owners had voted to make such amendment to this Declaration.

(b) With respect to terminations, a duly authorized agent of Declarant or the Association shall cause to be recorded with the County Clerk's Office, Kerr County, Texas, a certificate of termination duly signed by such agent with his signature acknowledged.

13.05 Effect. Upon the recording of the Certificate of Termination as required by subparagraph (b) in section 4 of this Article, these Covenants and this Declaration shall have no further force and effect. Upon the filing of a Certificate of Amendment in accordance with subparagraph (a) of section 4 of this Article, this Declaration and the Covenants, as amended, shall remain in full force and effect, enforceable in accordance with its terms.

13.06 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by any federal, state or local agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of the Property or any portion thereof. Any such amendment shall be effected by the recordation by Declarant, of a Certificate of Amendment signed by a duly authorized agent of Declarant, with his signature acknowledged, specifying the Federal, state or local governmental

agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon the Property and all persons having an interest in the Property. Except as provided in this section, Declarant shall not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of section 2 of this Article.

13.07 Enforcement. Except as otherwise provided herein, any owner at his own expense, Declarant, or the Association shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

ARTICLE 14 - 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.

ARTICLE 15 - SUBJECTING ADDITIONAL LAND TO THE DECLARATION

From time to time, the size of the Property may be increased by Declarant's recording with the County Clerk's Office, 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:

(a) describe the additional land to be included as a part of the Property;

(b) state the number of new Lots in such additional land which will be deemed "Lots" hereunder;

(c) 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

(d) state that each Owner of a Lot therein, for and on behalf of his heirs, executors, administrators, trustees, personal representatives, successors and assigns, agrees to be personally liable for all Maintenance Cost and/or Dues and Assessments imposed hereunder and shall be personally bound by all Covenants set forth

in this Declaration.

ARTICLE 16 - MISCELLANEOUS

16.01 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 provision hereof.

16.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

16.03 Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

16.04 Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

16.05 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the plural shall include the singular; and words in the singular shall include the plural.

16.06 Captions and Titles. All captions, titles or headings in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

16.07 Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail except that all notices to Declarant must be in writing and deposited in the U.S. Mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Declarant for the purpose of service of such notice, or to the address of the Dwelling Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Declarant. All notices to Declarant must be in writing and by mail.

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16.08 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.

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IN WITNESS WHEREOF, T. Kyle Priour and Stephen T. Huser, dba Bluebell Estates, have hereunto caused their names to be signed and attested to as of the day and year first above written.

BLUEBELL ESTATES

FILED FOR RECORD
at 4:30 o'clock P M

OCT - 4 1996

PATRICIA DYE

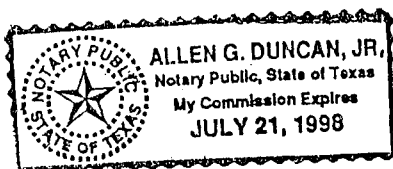
Clerk County Court, Kerr County, Texas

STATE OF TEXAS Deputy

COUNTY OF KERR

*

This instrument was acknowledged before me on the 3RD day of October, 1996, by T. Kyle Priour.



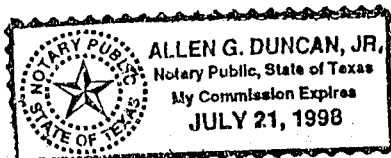
STATE OF TEXAS

*

COUNTY OF KERR

*

This instrument was acknowledged before me on the 3RD day of October, 1996, by Stephen T. Huser.



AFTER RECORDING, RETURN TO: Kyle Priour
332 Clay Street
Kerrville, TX 78028

-26-

☒ INDEXED
☒ COMPARED

FIDELITY ABSTRACT AND TITLE CO. ✓
Ph 896-4311 Kerrville, Texas

BY: T. Kyle Priour
T. Kyle Priour
BY: Stephen T. Huser
Stephen T. Huser

Allen G. Duncan, Jr.
Notary Public, State of Texas

My Commission Expires: _____

Allen G. Duncan, Jr.
Notary Public, State of Texas

My Commission Expires: _____

Being all of a certain tract or parcel of land out of Walter Fosgate Survey No. 120, Abstract No. 138, in the City of Kerrville, Kerr County, Texas; part of 32 acres conveyed to E. Harold Bammel, et al, from Harlan H. Bammel Byerly by a Warranty Deed executed the 1st day of March, 1984 and recorded in Volume 292 at Page 521 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at an existing ½" iron stake in the south line of said 32 acres, the east line of Lot No. 1 in Block No. 3 of Hazy Hills Subdivision, the plat of which is recorded in Volume 3 at Page 10 of the Plat Records of Kerr County, Texas, at the northerly terminus of the west right-of-way line of Blue Bell Road, a fifty (50) ft. wide public street, at the beginning of a 57°18' curve concave to the southwest having a radius of 100.00 ft., which point bears, approximately, 6340 ft. N.45°E. and 2040 ft. S.45°E. from the west or upper river corner of said Survey No. 120;

THENCE, along the common line between said 32 acres and said Lot No. 1: 103.89 ft. (104.72 ft.) along an arc of said 57°18' curve subtended by a central angle of 59°31' [long chord - N.04°23'W. 99.28 ft.] to an existing ½" iron stake at its end at the northeast corner of said Lot No. 1; and N.73°28'W. 213.73 ft. (N.75°05'W. 213.45 ft.) to a ½" iron stake set for the southwest corner of the herein described tract and said 32 acres, the northwest corner of said Lot No. 1, in the east line of Lot No. 10 in Block No. 3 of said Hazy Hills Subdivision in a 09°43' curve concave to the west having a radius of 590.00 ft.;

THENCE, along the west line of said 32 acres, the east line of Lots No. 10 through No. 15 in Block No. 3 of said Hazy Hills Subdivision, 486.06 ft. along an arc of said 09°43' curve subtended by a central angle of 47°12' [long chord - N.02°07'E. 472.43 ft.] to a ½" iron stake set at its end in the east line of said Lot No. 15 for the northwest corner of the herein described tract;

THENCE, upon, over and across said 32 acres, each point marked with a set ½" iron stake: N.68°31'E. 150.00 ft. to the beginning of a 07°45' curve concave to the southwest having a radius of 740.00 ft.; 14.04 ft. along an arc of said 07°45' curve subtended by a central angle of 01°05' [long chord - N.22°02'W. 14.04 ft.] to its end; N.67°25'E. 200.00 ft.; S.18°57'E. 118.91 ft.; S.11°42'E. 21.32 ft.; N.75°58'E. 151.11 ft. to the beginning of a 05°15' curve concave to the southwest having a radius of 1090.00 ft.; 5.13 ft. along an arc of said 05°15' curve subtended by a central angle of 00°16' [long chord - N.14°10'W. 5.13 ft.] to its end; and N.75°43'E., at 221.71 ft. passing a ½" iron stake set on the high bank of Town Creek, at 279.12 ft. passing a ½" iron stake set on the low bank of said Town Creek, then continuing for a total distance of 294.35 ft. to an unmarked point near the center of said Town Creek for the northeast corner of the herein described tract in the west line of 203.4 acres conveyed as Tract II to Tex D. Hood from The Federal Deposit Insurance Corporation by a Special Warranty Deed with Vendor's Lien executed the 9th day of January, 1990 and recorded in Volume 577 at Page 529 of the Real Property Records of Kerr County, Texas;

THENCE, along the west line of said 203.4 acres, upon, over and across said 32 acres, along or near the approximate center of said Town Creek, S.11°53'E. (S.11°51'E.) 288.45 ft. to an unmarked point in the east line of said 32 acres;

THENCE, along the east line of said 32 acres, continuing along or near the approximate center of said Town Creek, S.01°10'W. (S.02°02'W.) 580.39 ft. to an unmarked point in the west line of said 203.4 acres;

THENCE, along the west line of said 203.4 acres, upon, over and across said 32 acres, continuing along or near the approximate center of said Town Creek, S.03°02'W. (S.03°04'W.) 106.17 ft. to an unmarked point for the southeast corner of the herein described tract;

THENCE, upon, over and across said 32 acres, N.80°10'W. 56.57 ft. to an existing ½" iron stake at the northeast corner of Lot No. 1 in Block No. 4 of said Hazy Hills Subdivision;

THENCE, along the common line between said 32 acres and said Lot No. 1 Block No. 4: N.80°10'W. 265.16 ft. (N.80°01'W. 265.0 ft.) to a set ½" iron stake; and N.64°10'W. 308.34 ft. (N.64°01'W. 308.57 ft.) to an existing ½" iron stake at the northwest corner of said Lot No. 1 Block No. 4, at the northerly terminus of the east right-of-way line of said Blue Bell Road;

THENCE, along the south line of said 32 acres, crossing said Blue Bell Road at its northerly terminus, N.64°15'W. 50.09 ft. to the PLACE OF BEGINNING containing 14.68 acres of land, more or less, within these metes and bounds.

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
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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 Sequence in the
same 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

OCT 25 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

Re-RECORD Real Property
VOL. 873 PG 520

RECORDING DATE

OCT 25 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY

FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
FOR BLUEBELL ESTATES

THE STATE OF TEXAS §

COUNTY OF KERR §

WHEREAS, T. KYLE PRIOR and STEPHEN T. HUSER dba BLUEBELL ESTATES, as Declarant, heretofore filed of record a certain Declaration of Restrictions, Covenants and Conditions for Bluebell Estates ("Declaration"), recorded in Volume 871, Page 427, and refiled in Volume 873, Page 520, of the Real Property Records of Kerr County, Texas; and

WHEREAS, pursuant to the Declaration, the Declarant has caused a non-profit corporation to be organized under the laws of the State of Texas, such corporation being the Kerrville-Bluebell Estates Homeowners' Association, Inc. ("Association"); and

WHEREAS, pursuant to the provisions of Section 10.04 of the Declaration, Declarant desires to delegate to the Association certain authority and duties of the Declarant under the Declaration, as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned Declarant, pursuant to the terms of the Declaration, does hereby delegate to the Association, forever, the following duties and prerogatives of the Declarant under the Declaration, to-wit:

1. All powers, duties and prerogatives of the Declarant under Article 8 of the Declaration entitled "Improper Maintenance by Owner"; and
2. All powers, duties and prerogatives of the Declarant under Article 9 of the Declaration entitled "Imposition of Liens; Owner's Agreement".

As provided in Section 10.04, upon recordation of this First Amendment, Declarant shall be automatically released from any further liability with respect to such matters and all such duties and prerogatives shall be vested in the Association.

Nothing contained herein shall be construed as being a delegation to the Association of the Declarant's powers, duties and prerogatives under any other provisions of the Declaration, including without limitation control of the selection and appointment of the members of the Architectural Control Committee or control of the management of the Association by Declarant, as provided in Section 12.02(B) of the Declaration.

EXECUTED AND DELIVERED this the 28TH day of AUGUST, 1997.

FILED FOR RECORD
at 4:31 o'clock P M

SEP 25 1997

PATRICIA DYE
Clerk County Court, Kerr County, Texas
7/5/1

T. Kyle Priour
T. KYLE PRIOUR dba BLUEBELL ESTATES

Stephen T. Huser
STEPHEN T. HUSER dba BLUEBELL ESTATES

ACCEPTED AND AGREED TO:

KERRVILLE-BLUEBELL ESTATES
HOMEOWNERS' ASSOCIATION, INC.

By: *T. Kyle Priour*
T. KYLE PRIOUR, President

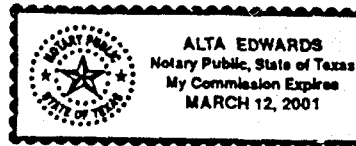
THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 28th
day of August, 1997, by T. KYLE PRIOUR dba BLUEBELL ESTATES
and also as President of KERRVILLE-BLUEBELL ESTATES HOMEOWNERS'
ASSOCIATION, INC., a Texas corporation, on behalf of said
corporation.

Alta Edwards

Notary Public, State of Texas



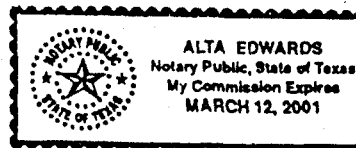
THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 28th
day of August, 1997, by STEPHEN T. HUSER dba BLUEBELL
ESTATES.

Alta Edwards

Notary Public, State of Texas



7609.1\Amend.Dec

FIDELITY ABSTRACT AND TITLE CO.
Ph 896-4311 Kerrville, Texas

Return to:
Kyle Shout
332 Clay St.
Kerrville, Texas
78048

RECORD REAL PROPERTY
VOL 917 PG 725

RECORDING DATE

SEP 26 1997



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 the File Number 091725 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

SEP 26 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

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