

Item: **CHERRY RIDGE**

(Category: RESTRICTIONS)

Volume 276, Page 717 and Volume 283, Page 462, Deed Records of Kerr County, Texas; Volume 653, Page 346, and Volume 654, Page 295, 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.

Item: **CHERRY RIDGE**

(Category: Subdivisions)

- a. Mineral reservation by Grantor, as described in instrument from L. T. Davis and wife, Estha Davis to A. L. Evans and wife, Lora Adon Evans, dated May 2, 1961, recorded in Volume 109, Page 426, Deed Records of Kerr County, Texas, said reservation having been conveyed to A.L. Evans and wife, Lora Adon Evans, by Mineral Deed recorded in Volume 20, Page 526, Oil & Gas Lease Records of Kerr County, Texas, reference to which instruments is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- b. Mineral reservation by Grantor, as described in instrument from A. L. Evans and wife, Lora Adon Evans to George H. Lewis and Richard L. Lewis, dated May 13, 1983, recorded in Volume 276, Page 717, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- c. Easements per plat recorded in Volume 5, Page 16, Plat Records of Kerr County, Texas.
- d. Building Set Back Lines as reserved in the Restrictions dated September 23, 1983, recorded in Volume 283, Page 462, Deed Records, of Kerr County, Texas.
- e. Right of Way Easement dated May 2, 1983, to Central Texas Electric Cooperative, Inc., recorded in Volume 16, Page 594, Easement Records of Kerr County, Texas.
- f. Right of Way Easement dated June 30, 1983, to Central Texas Electric Cooperative, Inc., recorded in Volume 16, Page 688, Easement Records of Kerr County, Texas.
- g. Right Of Way Easement notarized on September 30, 1983 to Central Texas Electric Cooperative, Inc., recorded in Volume 19, Page 147, Easement Records of Kerr County, Texas. (AS PER LOTS 6 & 18 AND PICNIC AREA ONLY)
- h. Any visible and/or apparent roadways or easements over or across the subject property.
- i. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

Item: **CIRCLE BLUFF RANCH (unrecorded)**

(Category: Subdivisions)

- j. Mineral reservation by Grantor, as described in instrument from Chas. Schreiner Bank of

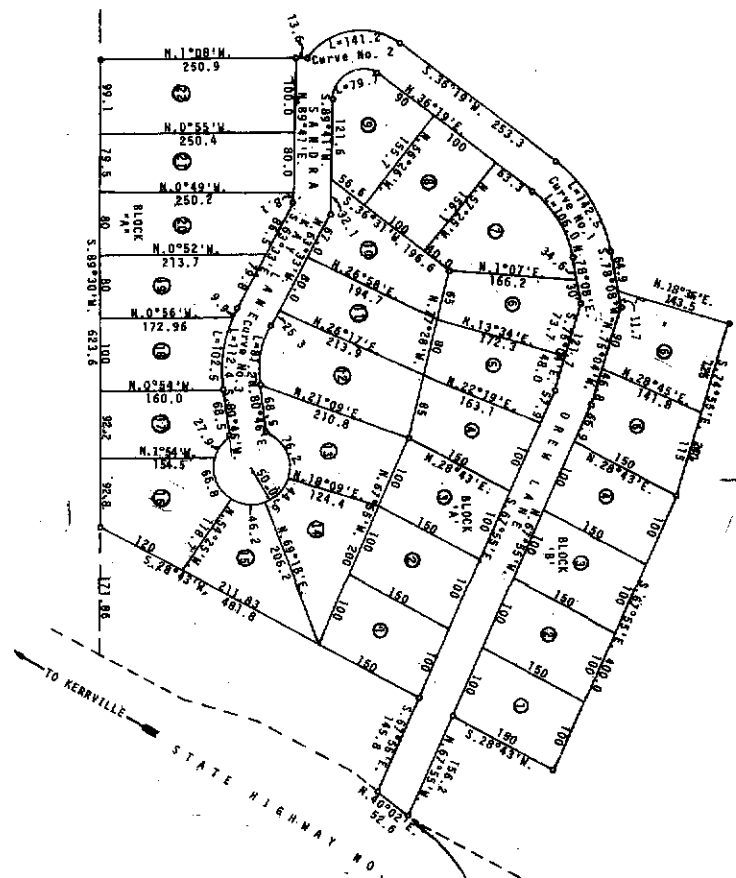
Kerrville, Texas, as Independent Executor and Trustee under the Will of Gus F. Schreiner, Deceased, to L.R. French, Jr., dated July 16, 1963, recorded in Volume 115, Page 483, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.

- k. Mineral reservation by Grantor, as described in instrument from L.R. French, Jr. and wife, Marcia Fuller French to Shelton Land & Cattle Company, a Texas corporation, dated December 3, 1979, recorded in Volume 228, Page 804, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- l. Telephone Line Right-Of-Way Easement dated December 13, 1990 to Hill country Telephone Cooperative, Inc., recorded in Volume 576, Page 287, Real Property Records of Kerr County, Texas.
- m. Annual assessments and/or current maintenance charges as set forth in instrument dated January 20, 1992, recorded in Volume 623, Page 657, Real Property Records of Kerr County, Texas.
- n. Mineral reservation by Grantor, as described in instrument from {PR,"Name of Grantor",ST1,1} to {PR,"Name of Grantee",ST1,2}, dated {PR,"Date of Instrument",DT2,3}, recorded in Volume {PR,"Number/Letter of Volume",ST1,4}, Page {PR,"Number/Letter of Page",ST1,5}, {PR,"Type of Records",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- o. Windmill and Water Use Agreement dated {PR,"insert date of appropriate agreement",DT2,7}, recorded in Volume {PR,"insert volume number of appropriate agreement",IN1,8}, Page {PR,"insert page number of appropriate agreement",IN1,9}, Real Property Records of Kerr County, Texas.
- p. Windmill and Water Use Agreement dated {PR,"insert date of appropriate agreement",DT2,10}, recorded in Volume {PR,"insert volume number of appropriate agreement",IN1,11}, Page {PR,"insert page number of appropriate agreement",IN1,12}, Real Property Records of Kerr County, Texas.
- q. Any visible and/or apparent roadways or easements over or across the subject property.

| CURVE NO. | ANGLE | RADIUS | LENGTH | TANGENT |
|-----------|---------|--------|--------|---------|
| Inside | 41°49' | 145.2 | 106.0 | 55.4 |
| Outside | 41°49' | 195.2 | 142.5 | 74.5 |
| Inside | 122°39' | 35.0 | 79.7 | 71.8 |
| Outside | 53°00' | 88.0 | 141.2 | 90.7 |
| Inside | 35°41' | 110.4 | 81.2 | 42.0 |
| Outside | 35°41' | 180.4 | 112.4 | 58.1 |

DESCRIPTION
This subdivision known as CHERRY RIDGE, comprising Lots 1 thru 22, Block A and Lots 1 thru 5, Block B, being a total of 10.3 acres in lots and 2.5 acres in roads, being out of Original Survey No. 2, Bruno Schwetelm, Abstract No. 1690.

An easement is provided for all utilities, 10 feet on each side of all streets. Additional easement adjacent to each lot for electric lines, gas, water, gas, etc., provided so that such utility lines may run across the front of any or all tracts with a minimum of eight inch utility lines as may be required. All roads are 50 ft. wide.

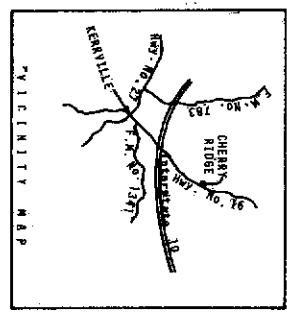


This corner is 6850 N. 83° 07' E. from N.E. corner of Original Survey No. 2, S. 8° 15' E. 150.0 feet. Abstract No. 76.

THE STATE OF TEXAS:
COUNTY OF KERR:
George H. Lewis
Richard L. Lewis

THE STATE OF TEXAS:
COUNTY OF KERR:
Before me, the undersigned authority, a Notary Public, in Kerr County, Texas, on this day personally appeared George H. Lewis and Richard L. Lewis, known to me to be the individuals whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and given under my hand and seal of office this 10th day of June 1983.

Sandra B. Dominguez
Notary Public in Kerr County, Texas
My commission expires August 11, 1984



KNOW ALL MEN BY THESE PRESENTS:
That Dominguez & Associates, Inc., Charles B. Dominguez, President, Registered Public Surveyor No. 1713, and Louis Dominguez, Vice-President, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, and a Licensed State Land Surveyor, do hereby certify that we made an actual and accurate survey of the ground of the herein platting land and that the corner monuments shown hereon were properly placed on the ground.

Charles B. Dominguez
Registered Public Surveyor No. 1713
609 Sidney Baker Street
Kerrville, Texas 78028
Telephone (512) 858-6900

Louis Dominguez
Registered Professional Engineer
No. 1633
Registered Public Surveyor No. 222

Patricia Dye
County Clerk of Kerr County, Texas

PLAT OF
CHERRY RIDGE
COMPRISING 12.8 ACRES
OUT OF SURVEY NO. 2
BRUNO SCHWETELM
ABSTRACT NO. 1690
IN KERR COUNTY, TEXAS
SCALE 1" = 100 FEET
JUNE 10, 1983



833850

WARRANTY DEED WITH VENDOR'S LIEN VOL. 276 PAGE 717

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

THAT We, A. L. EVANS and wife, LORA ADON EVANS, of the County of Kerr and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees of their one certain promissory note of even date herewith, in the principal sum of ONE HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED FIVE AND NO/100 (\$186,605.00) DOLLARS, payable to the order of grantors in semi-annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to EMIL KARL PROHL, Trustees, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GEORGE H. LEWIS and RICHARD L. LEWIS, of the County of Kerr and State of Texas, all of the following described real property in Kerr County, Texas, to-wit:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 59.03 acres, being approximately 58.53 acres out of Original Survey No. 2, Bruno Schwethelm, Abstract No. 1690, and approximately 0.5 acres out of Original Survey No. 1, B.S.&F., Abstract No. 68, and subject tract being out of the North end of that property which was conveyed from L. T. Davis and wife, to A. L. Evans, by Deed dated May 2, 1961, and recorded in Volume 109, at Page 426, of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at a 1/2" iron stake, set for the Northwest corner of that 2.98 acre tract which was conveyed from

A. L. Evans and wife, Lora Adon Evans, to Bowen Brothers, by Deed dated August 17, 1977, of record in Volume 199, Page 647, of the Deed Records of Kerr County, Texas, being set in fence the North line of said A. L. Evans tract, located 180 feet S. 88° 25' W., from a fence corner post the most Northerly NE corner of said A. L. Evans property which is located approximately 4400 feet N. 7° 30' W. and 5912.8 feet N. 89° 30' E. from the NE corner of Original Survey No. 3, B.S.&F., Certificate No. 1589, Abstract No. 78;

THENCE, with fence the North line of said A. L. Evans property, S. 88° 39' W. 260.8 feet, N. 89° 35' W. 285.8 feet, S. 89° 36' W. 735.7 feet to an iron stake the NW corner of this tract;

THENCE, S. 0° 30' E. 1347.5 feet to an iron stake the SW corner of this tract;

THENCE, N. 89° 30' E. 1782.5 feet to an iron stake in the NW line of 120 foot wide right of way of Texas Highway No. 16;

THENCE, with the NW line of said Texas Highway No. 16, N. 28° 43' E. 124.2 feet, N. 17° 24' E. 102.0 feet, N. 28° 43' E. 150.0 feet, N. 40° 02' E. 102.0 feet, N. 28° 43' E. 600.0 feet, N. 23° 00' E. 100.5 feet, and N. 28° 43' E. 108.5 feet to an iron stake the Southeast corner of said 2.98 acre tract;

THENCE, with the South line of said 2.98 acre tract, 30 feet South, parallel to and normal from the North line of said Evans tract, S. 89° 09' W. 408.49 feet to an iron stake;

THENCE, continuing with said 2.98 acre tract, S. 0° 51' E. 30.0 feet to an iron stake;

THENCE, continuing with the South line of said 2.98 acre tract, 60 feet South, parallel to and normal from the North line of said Evans tract, S. 89° 15' W. 545.8 feet to an iron stake;

THENCE, continuing with said 2.98 acre tract, S. 1° 02' E. 213.02 feet to an iron stake;

THENCE, continuing with the South line of said 2.98 acre tract, S. 88° 25' W. 180.0 feet to an iron stake, its Southwest corner;

THENCE, with the West line of said 2.98 acre tract, N. 1° 02' W. 470.0 feet to the place of beginning.

Field notes prepared following surveys made on the ground June 18, 1973, by Charles B. Domingues, Registered Public Surveyor No. 1713.

SAVE AND EXCEPT: There is reserved to the Grantors herein an undivided one-half (1/2) interest in all of the oil, gas and other minerals in, on, under or that may be produced from the above described physical land.

This tract is subject to an easement to the City of Kerrville, dated April 30, 1949, and recorded in Volume 1, Page 326, of the Easement Records of Kerr County, Texas, and easement to Lone Star Gas Company, dated August 26, 1949, and recorded in Volume 1, Page 350, of the Easement Records of Kerr County, Texas.

This conveyance is made SUBJECT TO the following restrictions, covenants and conditions:

1. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are kept under control by fence or leash at all times.
2. Hunting and Use of Firearms. There shall be no hunting or discharging of firearms, B.B. guns, or pellet guns on any Lot for any purpose whatsoever.
3. Fires. No fires for any purpose whatsoever shall be allowed with the exception that trees, brush, and other debris resultant from and related to building of roads or clearing of lots may be burned only during times when some person designated by Buyer shall be present to control such burning.
4. Perimeter Fencing. No alterations of the existing perimeter fencing shall be allowed with the exception that along Highway 16 it may be removed to provide ingress and egress to the property .
5. A. L. Evans, his heirs or assigns, must review and approve any restrictions added to any part of this property.

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 grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 13th day of May, A.D. 1983. VOL 276 PAGE 720

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

MAY 16 1983

(PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Christa R. Dye Deputy

A. L. Evans
A. L. EVANS

Lora Adon Evans
LORA ADON EVANS

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared A. L. EVANS and LORA ADON EVANS, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of May, A.D. 1983.



Emmett K. Smith
Notary Public in and for
Kerr County, Texas

My Commission Expires:

12-31-85
Emmett K. Smith

Purchaser's Address:

1464 Junction Hwy
Kerrville, Texas 78028

FIDELITY ABSTRACT AND TITLE CO.
323 East Garret

Kerrville, Texas 75028
833850^{Re}

VOL 276 PAGE 721

WARRANTY DEED WITH
VENDOR'S LIEN

A. L. EVANS, et ux

TO

Return To:
GEORGE H. LEWIS
and
RICHARD L. LEWIS (et al)
1464 Junction Hwy
Kerrville, Texas
78028

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

MAY 16 1983

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By *Patricia Dye*

PROHL & LESLIE
ATTORNEYS AT LAW
829-B MAIN
KERRVILLE, TEXAS 75028

Filed for record May 16, 1983 at 4:30 O'Clock P.M.
Recorded May 19, 1983
PATRICIA DYE, Clerk

By *Ammon Dargatz* Deputy

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
CHERRY RIDGE SUBDIVISION, PHASE I

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

THAT WHEREAS, GEORGE H. LEWIS and RICHARD L. LEWIS, hereinafter called the Declarant, are the owners of all that certain real property located in Kerr County, Texas, described in Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, the Declarant will convey the above-described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above-described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE: DEFINITIONS

1.01 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a single-family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 Properties. "Properties" shall mean and refer to that certain real property hereinbefore-described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.03 Lot. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 5 at Page 16 of the Plat Records of Kerr County, Texas, on which there is or will be built a single-family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

1.04 Declarant. "Declarant" shall mean and refer to GEORGE H. LEWIS and

RICHARD L. LEWIS, their successors and assigns, if such successors or : shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO: ARCHITECTURAL CONTROL

2.01 Architectural Control Committee. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than two qualified persons, which committee shall serve at the pleasure of the Declarant.

2.02 Approval of plans and specifications. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

2.03 Failure of Committee to act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of fourteen days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE: EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE FOUR: USE RESTRICTIONS

4.01 Type of buildings permitted. All Lots shall be used for residential, (single-family dwelling) purposes only.

a. Exterior siding and roofs of main building or structure shall not be of metal construction.

b. Wheels or trailer tongues, if any, shall be removed from any building or structure and it shall be tied down in compliance with all state and local laws within thirty days from the time of its arrival on a Lot.

c. Buildings not having slab foundations shall be underpinned with rock, brick, the same material as the siding on the said building, or approved material. Underpinning shall be completed within thirty days from the date the building is moved onto the lot or within thirty days of substantial completion of construction of the building.

d. All driveways must be paved in either asphalt, concrete, or other approved material.

e. All septic systems shall be certified and approved by the Upper Guadalupe River Authority.

4.02 Minimum floor area and exterior walls. Any single-story residence constructed on said lots must have a ground-floor area of not less than 1,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single-story residence must have not less than 1,000 square feet of ground-floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

4.03 Setbacks. No building shall be located on any Lot nearer to the front Lot line than ten feet, nearer to the rear Lot line than ten feet, or nearer to the side Lot line than ten feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building-setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

4.04 Resubdivision or consolidation. No Lot subdividing shall be permitted.

4.05 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

4.06 Noxious or offensive activities prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which

may be or may become an annoyance or nuisance to the neighborhood, including but not limited to, the storage of inoperable motor vehicles on any Lot.

4.07 Prohibited residential uses. No structure of a temporary character, nor any recreational vehicle, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

4.08 Signs. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent, provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

4.09 Rubbish, trash and garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.10 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are kept under control by fence or leash at all times.

4.11 Rentals. Rentals of any building or structure will be permissible.

4.12 Prohibited activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

4.13 Hunting and use of firearms. There shall be no hunting or discharging of firearms, B.B. guns, or pellet guns on any Lot for any purpose whatsoever.

4.14 Fires. No fires for any purpose whatsoever shall be allowed with exception that trees, brush, and other debris resultant from and related to building of roads or clearing of Lots may be burned only during times when some person designated by Declarant shall be present to control such burning.

4.15 Perimeter fencing. No alterations of the existing perimeter fencing shall be allowed except along Highway 16.

4.16 Television and radio antennas. No television or radio antennas shall be permitted on any Lot and no activity shall be allowed which interferes with the television or radio signals from the tower or cable system which services all Lots.

4.17 Propane tanks. All propane or other types of tanks or storage vessels shall be enclosed so as not to be visible. All such enclosures shall be of non-metallic construction which is the same or similar to other improvements on the Lot.

ARTICLE FIVE: EASEMENTS

All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume 5 at Page 16 of the Plat Records of Kerr County, Texas. Any shrubbery, fence, or other obstruction placed in any easement or alleyway shall be movable or have a gate that is a minimum of eight feet in width to allow ingress and egress as hereinafter stated. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE SIX: GENERAL PROVISIONS

6.01 Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

6.03 Duration and amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty years from the date this Declaration is recorded, after which time said

covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety per cent of the Lot Owners; during any succeeding ten-year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten-year period by an instrument signed by not less than seventy-five per cent of the Lot Owners. No amendment shall be effective until recorded in the Plat Records of Kerr County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarant this 23rd day of September, 1983.

APPROVED:

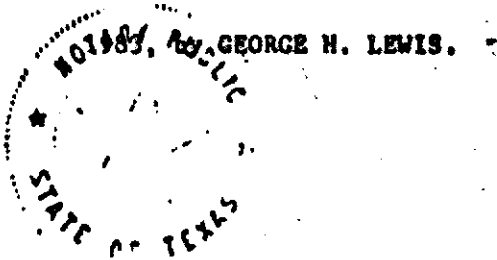
George H. Lewis
GEORGE H. LEWIS

A. L. Evans
A. L. EVANS

Richard L. Lewis
RICHARD L. LEWIS

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 23rd day of September,

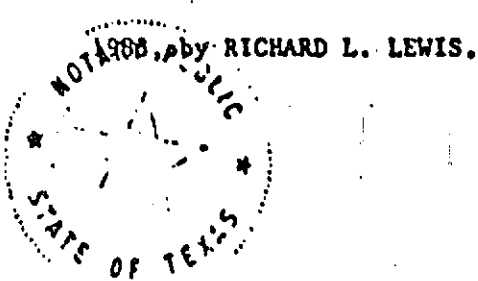


My commission expires June 23, 1984.

Helena Harris
HELENA HARRIS, Notary Public
The State of Texas

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 23rd day of September,



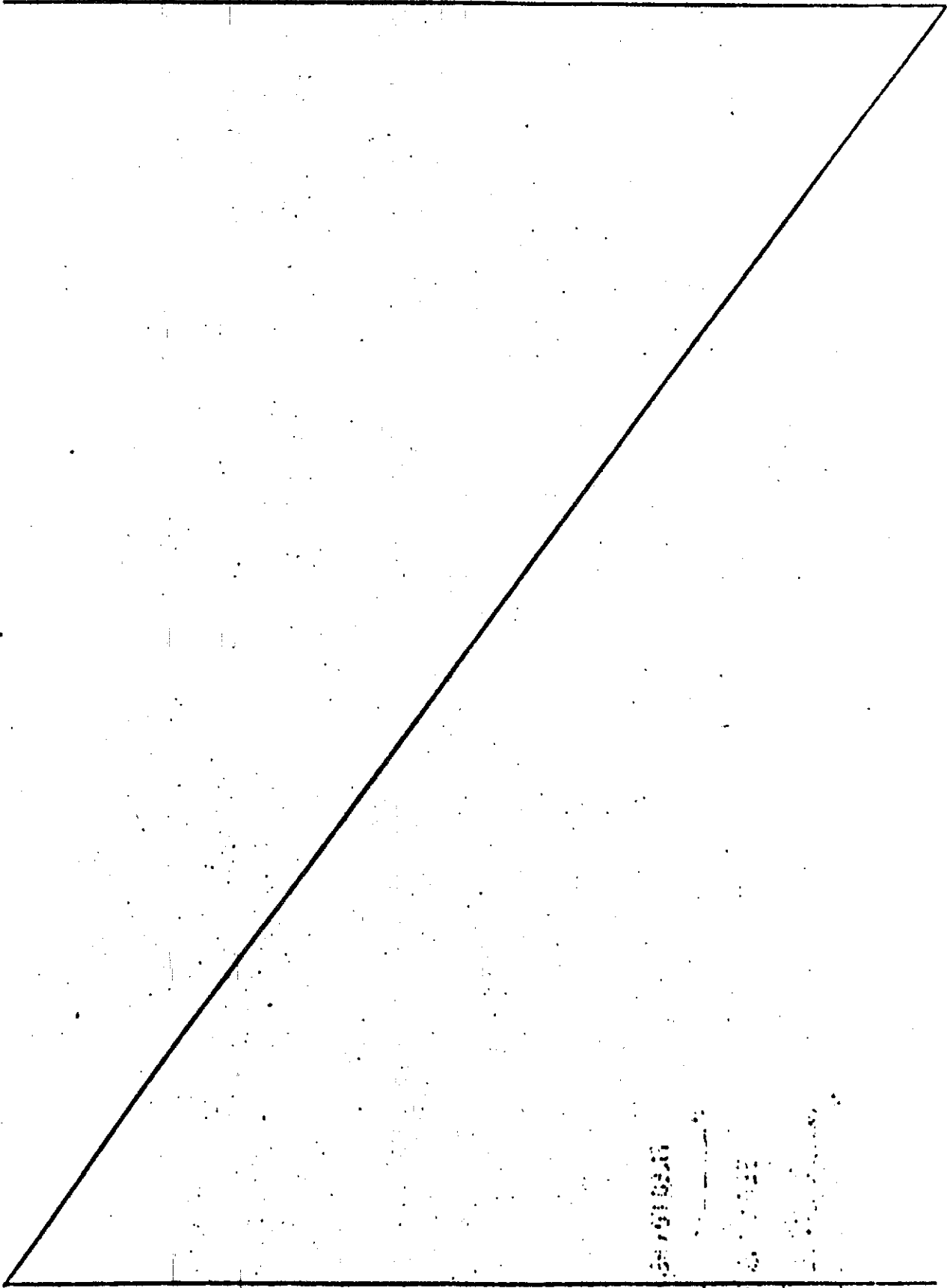
My commission expires June 23, 1984.

Helena Harris
HELENA HARRIS, Notary Public
The State of Texas

EXHIBIT A

VOL 283 PAGE 468

All that certain tract of land lying and being situated in the County of Kerr, State of Texas, comprising 12.8 acres out of Survey 2, Bruno Schwethelm, Abstract 1690, known as Cherry Ridge Subdivision, and recorded in Volume 5, Page 16, Plat Records of Kerr County, Texas, and being part of that certain real property conveyed to George H. Lewis and Richard L. Lewis from A. L. Evans and wife, Lora Adon Evans, by deed dated May 13, 1983, and recorded in Volume 276, Page 717, Deed Records of Kerr County, Texas.



VOL 283 PAGE 469

838029

Restriction

Cherry Ridge Subd.
Phase I
to
The Public

Return to:
CHERRY RIDGE
100 DREW LANE
KERRVILLE, TEX
78628

FILED FOR RECORD

at 11:35 o'clock A.M.

SEP 26 1983

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By Paula M. Evans Deputy

Paula M. Evans

Filed for record Sept. 26, 1983 at 11:35 o'clock A.M.
Recorded September 29, 1983
PATRICIA DYE, Clerk By Melinda R. Brown Deputy

6192

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

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

We, the lot owners of Cherry Ridge Subdivision, Phase I, whose signatures appear below, do hereby, by a 90% majority of said Lot Owners, amend The Declaration of Covenants, Conditions, and Restrictions of Cherry Ridge Subdivision, Phase I, as recorded in the Deed Records of Kerr County, Texas, Volume 283, starting with Page 462, as follows:

ARTICLE FOUR: USE RESTRICTIONS

4.16 Television and Radio Antennas
Shall be amended to read:

Each Lot Owner shall be permitted to erect a television or radio antenna for their personal use, not to exceed 25 feet in width and not to extend more than 20 feet above the highest point of the residence roof. Exceptions to over height and width restriction may be reviewed and waived by a 75% majority of the Lot Owners.

Each Lot Owner shall be permitted to erect a Satellite Receiver Dish for their personal use. The Lot Owner will make every attempt to erect said Satellite Receiver Dish at the rear most area of said lot to be as inconspicuous as possible in visibility from the front of said lot.

No activity shall be allowed which interferes with the reception of television or radio signals of other homeowners, or reception of the tower or cable system presently in place.

RECORDERS NOTE
AT TIME OF RECORDED INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DIAPHRAGM OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, LITERATURE, CIRCULAR PHOTO COPY, ETC.

Signed this 17 day of August, 1992.



Lynn Wheatcraft Morris Block B Lot/s 2

This instrument was sworn to and subscribed above by LYNN WHEATCRAFT MORRIS
on this the 17TH day of AUGUST, 1992, to certify which witness my
hand and seal of office.

Deane L. Jagon
Notary

MY COMMISSION EXPIRES: AUG. 16, 1996

FILED FOR RECORD

at 11:45 o'clock AM

AUG 31 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas
Patricia Dye

Filed by & Return To:
James H. Kuntz
1130 - [illegible]

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

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

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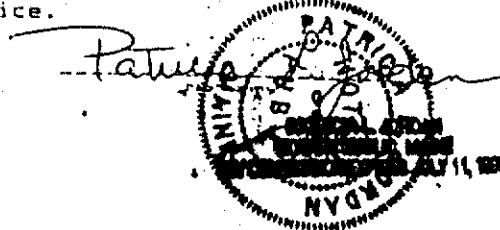
Each Lot Owner shall be permitted to erect a Satellite Receiver Dish for their personal use. The Lot Owner will make every attempt to erect said Satellite Receiver Dish at the rear most area of said lot to be as inconspicuous as possible in visibility from the front of said lot.

No activity shall be allowed which interferes with the reception of television or radio signals of other homeowners, or reception of the tower or cable system presently in place.

Signed this 17th day of August, 1992.

Robert H. MacGillivray Block B Lot 3

This instrument was sworn to and subscribed above by Robert H. MacGillivray on this the 17th day of August, 1992, to certify which witness my hand and seal of office.



ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

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

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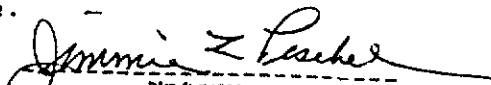
No activity shall be allowed which interferes with the reception of television or radio signals of other homeowners, or reception of the tower or cable system presently in place.

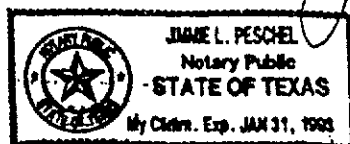
Signed this 18th day of August, 1992.


Signature

Block B Lot/s 4

This instrument was sworn to and subscribed above by Jimmie B. Edwards
on this the 18th day of August, 1992, to certify which witness my
hand and seal of office.


Notary



ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

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

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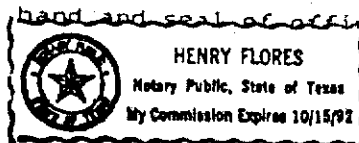
No activity shall be allowed which interferes with the reception of television or radio signals of other homeowners, or reception of the tower or cable system presently in place.

Signed this 15 day of Aug., 1992.

Fernando T. Romero
Signature

Block A Lot/s 4

This instrument was sworn to and subscribed above by FERNANDO T. ROMERO
on this the 15TH day of AUGUST, 1992, to certify which witness my
hand and seal of office.



Henry Flores
Signature
My Commission Expires 10-15-92

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

THE STATE OF TEXAS)

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Signed this 25th day of August, 1992.

Chris McCain Block B Lot/s 5

This instrument was sworn to and subscribed above by Chris McCain
on this the 25th day of August, 1992, to certify which witness my
hand and seal of office.

Karen R. Binau



ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

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

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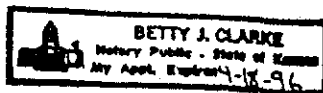
Signed this 17th day of August, 1992.

Bill D. Phipps
Ramona M. Phipps

Signature

Block 6 Lot/s 13

This instrument was sworn to and subscribed above by BILL D. PHIPPS
on this the 17th day of August, 1992, to certify which witness my
hand and seal of office.



Betty J. Clarke
Notary

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

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

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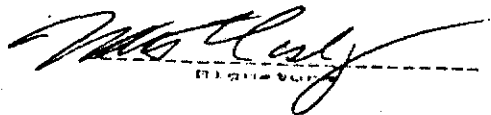
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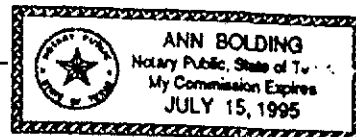
Signed this 26th day of August, 1992.



Block A Lot/s 21, 22

This instrument was sworn to and subscribed above by Walt Cosby
on this the 26th day of August, 1992, to certify which witness my
hand and seal of office.


Notary



ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

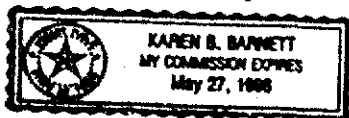
Continued Signatures to amend Article 4.16
 Television and Radio Antenna Restrictions

PAGE ____

Signed this 19th day of August, 1992

Elmer R. Cox and Lynn Cox Block A Lot/s 17 and 18
SIGNATURE

This Instrument was sworn to and subscribed above by Elmer R. Cox and
LYNN COX
TYPE OF PRIN
 on this the 19th day of August, 1992, to certify which witness my
 hand and seal of office.



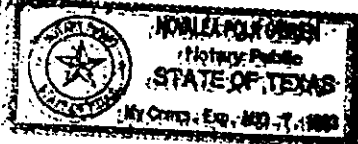
Karen B. Barnett
Notary

Signed this 25 day of AUGUST, 1992

Craig Davis Block B Lot/s 14-15-16
SIGNATURE

This Instrument was sworn to and subscribed above by CRAIG DAVIS
TYPE OF PRIN
 on this the 25 day of AUGUST, 1992, to certify which witness my
 hand and seal of office.

Novala Polk O'Brien
Notary



Signed this ____ day of _____, 1992

SIGNATURE Block ____ Lot/s ____

This Instrument was sworn to and subscribed above by _____
TYPE OF PRIN
 on this the ____ day of _____, 1992, to certify which witness my
 hand and seal of office.

Notary

Signed this ____ day of _____, 1992

SIGNATURE Block ____ Lot/s ____

This Instrument was sworn to and subscribed above by _____
TYPE OF PRIN
 on this the ____ day of _____, 1992, to certify which witness my
 hand and seal of office.

Notary

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

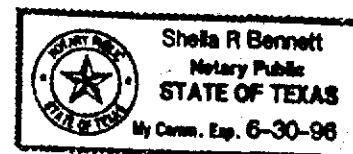
Continued Signatures to amend Article 4.16
Television and Radio Antenna Restrictions

PAGE ----

Signed this 18th day of August, 1992
Alta Edwards Block B Lot/s 4
Signature

This Instrument was sworn to and subscribed above by ALTA EDWARDS
TYPE OR PRINT
on this the 18th day of August, 1992, to certify which witness my
hand and seal of office.

Shila R Bennett
Notary



Signed this ____ day of _____, 1992

Signature Block _____ Lot/s _____

This Instrument was sworn to and subscribed above by _____
TYPE OR PRINT
on this the ____ day of _____, 1992, to certify which witness my
hand and seal of office.

Notary

Signed this ____ day of _____, 1992

Signature Block _____ Lot/s _____

This Instrument was sworn to and subscribed above by _____
TYPE OR PRINT
on this the ____ day of _____, 1992, to certify which witness my
hand and seal of office.

Notary

Signed this ____ day of _____, 1992

Signature Block _____ Lot/s _____

This Instrument was sworn to and subscribed above by _____
TYPE OR PRINT
on this the ____ day of _____, 1992, to certify which witness my
hand and seal of office.

Notary

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

Continued Signatures to amend Article 4.16
Television and Radio Antenna Restrictions

PAGE ----

Signed this 19 day of August, 1992

Larry Jenschke Block A Lot/s 2, 3, + 11
Signature

This Instrument was sworn to and subscribed above by Larry Jenschke
TYPE OF PRINTE
on this the 19 day of August, 1992, to certify which witness my
hand and seal of office.

Loria Warner
Notary



Signed this 21 day of August, 1992

Pat Morgan Block A Lot/s 5
Signature

This Instrument was sworn to and subscribed above by Pat Morgan
TYPE OF PRINTE
on this the 21st day of August, 1992, to certify which witness my
hand and seal of office.

Rae D. Browning
Notary



Signed this ____ day of _____, 1992

Signature Block _____ Lot/s _____

This Instrument was sworn to and subscribed above by _____
TYPE OF PRINTE
on this the ____ day of _____, 1992, to certify which witness my
hand and seal of office.

Notary

Signed this ____ day of _____, 1992

Signature Block _____ Lot/s _____

This Instrument was sworn to and subscribed above by _____
TYPE OF PRINTE
on this the ____ day of _____, 1992, to certify which witness my
hand and seal of office.

Notary

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

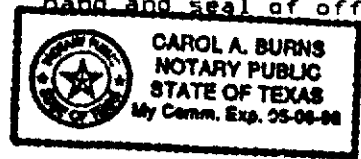
Continued Signatures to amend Article 4.16
Television and Radio Antenna Restrictions

PAGE _____

Signed this 12 day of AUGUST, 1992

James H. Kutz Block A Lot/s 7, 8, 10
SIGNATURE

This Instrument was sworn to and subscribed above by James H. Kutz
on this the 12th day of August, 1992, to certify which witness my
TYPE OF PRINT
hand and seal of office.

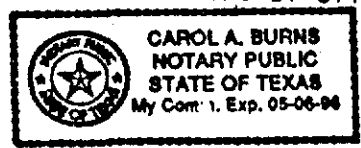


Carol A. Burns
Notary

Signed this 12 day of August, 1992

Denise Janschke Block A Lot/s 2, 3, 11
SIGNATURE

This Instrument was sworn to and subscribed above by Denise Janschke
on this the 12th day of August, 1992, to certify which witness my
TYPE OF PRINT
hand and seal of office.

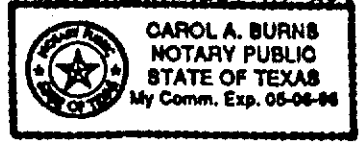


Carol A. Burns
Notary

Signed this 12th day of August, 1992

Walter D. Clout Block A Lot/s 9
SIGNATURE

This Instrument was sworn to and subscribed above by Walter D. Clout
on this the 12th day of August, 1992, to certify which witness my
TYPE OF PRINT
hand and seal of office.



Carol A. Burns
Notary

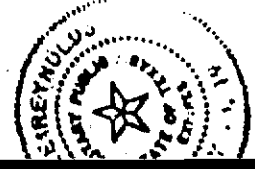
Signed this 12 day of AUGUST, 1992

Ben J. Brown Block A Lot/s 12
SIGNATURE

This Instrument was sworn to and subscribed above by BEN J. BROWN
on this the 12 day of AUGUST, 1992, to certify which witness my
TYPE OF PRINT
hand and seal of office.

B. LEE REYNOLDS; Notary Public
for Kerr County. My commission
expires the 15th day of May 1993

B. Lee Reynolds
Notary



ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

Continued Signatures to amend Article 4.16
Television and Radio Antenna Restrictions

PAGE ----

Signed this 13 day of August, 1992

Rhonda H. Davis Block A Lot/s 14, 15, 16
SIGNATURE

This Instrument was sworn to and subscribed above by Rhonda H. Davis
on this the 13 day of August, 1992, to certify which witness my
hand and seal of office.

Rebecca Anne Brady
NOTARY



Signed this 14 day of August, 1992

Jerry M. Benson Block A Lot/s 19, 20
SIGNATURE

This Instrument was sworn to and subscribed above by Jerry M. Benson
on this the 14 day of August, 1992, to certify which witness my
hand and seal of office.

Becky Belcher
NOTARY



Signed this 19 day of August, 1992

Mary Silver Block B Lot/s 1
SIGNATURE

This Instrument was sworn to and subscribed above by Mary Silver
on this the 19 day of August, 1992, to certify which witness my
hand and seal of office.

James S. Paul Miller
NOTARY



Signed this 19th day of August, 1992

Margaret Benson Block A Lot/s 19, 20
SIGNATURE

This Instrument was sworn to and subscribed above by MARGARET G. BENSON
19th

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

Continued Signatures to amend Article 4.16
Television and Radio Antenna Restrictions

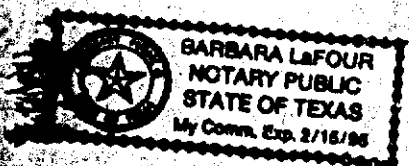
PAGE ____

Signed this 13th day of August, 1992

George Morgan Block A Lot/s 5
Signature

George Morgan
Type of Print

This Instrument was sworn to and subscribed above by George Morgan
on this the 13th day of August, 1992, to certify which witness my
hand and seal of office.



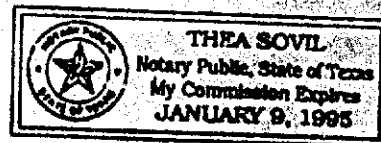
Barbara LaFour
Notary

Signed this 13th day of August, 1992

Mary Ann Medrano Block B Lot/s 6
Signature

This Instrument was sworn to and subscribed above by Mary Ann Medrano
on this the 13th day of August, 1992, to certify which witness my
hand and seal of office.

Thea Sovil
Notary

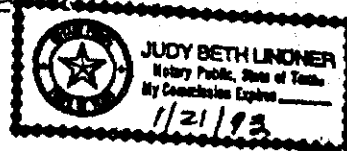


Signed this 17th day of August, 1992

Balentino Medrano Block B Lot/s 6
Signature

This Instrument was sworn to and subscribed above by Balentino Medrano
on this the 17th day of August, 1992, to certify which witness my
hand and seal of office.

Judy Beth Lindner
Notary

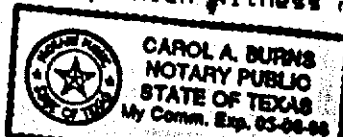


Signed this 21st day of August, 1992

Sudsakom Kurtz Block B Lot/s 7, 8, 10
Signature

This Instrument was sworn to and subscribed above by Sudsakom Kurtz
on this the 21st day of August, 1992, to certify which witness my
hand and seal of office.

Carol A. Burns
Notary



RECORDED IN Real Property
FILE DATE: Aug 31, 1993
FILE TIME: 11:45 Section A M
VOL. 633 PAGE 346
RECORDING DATE

AUG 31 1992



PATRICIA DYE
COUNTY CLERK, KERN COUNTY

15

Design

Any provision herein which violates the anti-trust laws of the United States or the laws of the State of Texas is hereby rejected and the contract shall be construed to conform to the laws of the State of Texas.

I hereby certify that the enclosed was FILED in the Public Records on the date and in the place specified above by me and the City Attorney. In the United States Court of Civil Jurisdiction in the County of Santa Clara.

AUG 31 1992



Patricia Dye

6362

ACTION TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF CHERRY RIDGE SUBDIVISION, PHASE I

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

We, the lot owners of Cherry Ridge Subdivision, Phase I, whose signatures appear below, do hereby, by a 90% majority of said Lot Owners, amend The Declaration of Covenants, Conditions, and Restrictions of Cherry Ridge Subdivision, Phase I, as recorded in the Deed Records of Kerr County, Texas, Volume 283, starting with Page 462, as follows:

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Signed this 1 day of Sept. 1992, 1992.

David Vaccaro
DAVID VACCARO

Block

Lot/s

106 Drew Lane
Heavyside TX 76028

This instrument was sworn to and subscribed above by DAVID VACCARO
on this the 1st day of September, 1992, to certify which witness my hand and seal of office.

Filed by: Return to:
James H. Kurtz
120 Sandra Kelly Lane
Kerrville, TX 76028

Sam Mayes
NOTARY

Filed 4th City of Ad. 19 AD. 19 92
PATRIK OTE
Kerr County, Texas
Patricia Ote
630
2.12 Klemfu



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

RECORDED IN Real Property
 FILE DATE: Sept 4, 1992
 FILE TIME: 9:10 O'CLOCK A M
 VOL. 634 PAGE 295
 RECORDING DATE

SEP 4 1992



PATRICIA DYE
 COUNTY CLERK, KERR COUNTY

BY [Signature]
 Deputy

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is hereby and unconditionally under Public Law, THE STATE OF TEXAS, COUNTY OF KERR.

I hereby certify that this instrument was FILED in File Number 295 on the 4th day of SEP at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

SEP 4 1992



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS