

LAKE INGRAM EST (BOTH)

(Category: RESTRICTIONS)

Volume 230, Page 437, Volume 247, Page 596 and Volume 258, Page 405, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

LAKE INGRAM ESTATES (BOTH SECTIONS)

(Category: Subdivisions)

- a. Easement dated June 9, 1945 to L.C.R.A., recorded in Volume 76, Page 355, Deed Records of Kerr County, Texas.
- b. Easement dated July 12, 1947 to L.C.R.A., recorded in Volume 1, Page 11, Easement Records of Kerr County, Texas.
- c. Easement dated November 7, 1950 to L.C.R.A., recorded in Volume 1, Page 278, Easement Records of Kerr County, Texas.
- d. Easement dated November 7, 1950 to L.C.R.A., recorded in Volume 1, Page 279, Easement Records of Kerr County, Texas.
- e. Easement dated November 7, 1950 to L.C.R.A., recorded in Volume 1, Page 280, Easement Records of Kerr County, Texas.
- f. Easement dated November 7, 1950 to L.C.R.A., recorded in Volume 1, Page 281, Easement Records of Kerr County, Texas.
- g. Road Easement for Cade Road notarized on May 23, 1956 to Kerr County, recorded in Volume 2, Page 414, Easement Records of Kerr County, Texas. (AS PER LOTS 5, 6 AND 7 ONLY)
- h. Utility and Road Easements as per the Plat recorded in Volume 4, Page 182, Plat Records of Kerr County, Texas. (AS PER LOTS 1-26 ONLY)
- i. Utility and Road Easements as per the Plat recorded in Volume 4, Page 182, and Replat recorded in Volume 4, Page 257, Plat Records of Kerr County, Texas. (AS PER LOTS 27 & 28 ONLY)
- j. Utility and Road Easements as per the Plat recorded in Volume 4, Page 242 and Replat recorded in Volume 4, Page 257, Plat Records of Kerr County, Texas. (AS PER LOTS 27-67 ONLY)
- k. Annual assessments and/or current maintenance charges as set forth in instrument dated April 28, 1981, recorded in Volume 247, Page 596, Deed Records of Kerr County, Texas.
- l. Building Set Back Lines as per the Restrictions recorded in Volume 247, Page 596, Deed Records of Kerr County, Texas.

- m. Mineral reservation by Grantor, as described in Mineral Quitclaim Deed from Ingram Lake Venture, a Texas Joint Venture to David P. Braden, Jr. and Reginald A. Tuck, dated February 5, 1992, recorded in Volume 625, Page 698, Real Property 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.
- n. Any visible and/or apparent roadways or easements over or across the subject property.
- o. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

STATE OF TEXAS §
COUNTY OF KERR §

VOL 230 PAGE 437
RESTRICTIONS FOR "LAKE INGRAM ESTATES"
(Being part of 617.32 acres of land
described in Volume 198 at Page 641, Deed
Records, Kerr County, Texas)

800395

WHEREAS, JOHN PETER DIXON (herein "Seller") as Seller in that certain Earnest Money Contract and Addendum (herein "Contract") with ARTHUR B. BELL and wife, LEA JANE BELL, (herein "Purchaser") agreed to prohibit mobile homes in Lake Ingram Estates as part of the consideration for the purchase of the 21.69 acre tract of land by purchaser described in the contract;

NOW THEREFORE as part of the consideration moving from Purchaser to Seller in the same to Purchaser of the 21.69 acre tract of land above referred to, Seller hereby agrees to restrict and prohibit the placement of mobile homes in or on lots in Lake Ingram Estates, a proposed unplatted subdivision in Kerr County, Texas

SIGNED this 11 day of January, 1980

Filed J.T. Day of JAN. A.D. 1980
4:25 PM
Clerk County Court of Kerr County, Texas
By Betty J. Jurey Deputy

John Peter Dixon
JOHN PETER DIXON

STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN PETER DIXON, 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 herein expressed.

Given under my hand and seal of office on this the 17th day of January, 1980.

Jimmie L. Tesche
Notary Public in and for Kerr
County, Texas
My commission expires: 1/31/81
Jimmie L. Tesche



RESTRICTIONS FOR "LATE INGRAM
ESTATES" (Being part of 617.32
acres of land described in
Volume 198 at Page 641, Deed
Records, Kerr County, Tx.)

JOHN PETER DIXON

TO

ARTHUR B. BELL, et ux

Filed 17 Day of JAN. A.D. 1980
EMMIE M. MUENKER 4:25
Clerk County Court, Kerr County, Texas
By Betty J. Dewey Deputy

Return To:
Weycer & Kaplan
Attorneys at Law
1818 Coastal Tower
Nine Greenway Plaza
Houston, Texas 77046
Attention: Albert S. Weycer

WALLACE AND JACKSON
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
829 JEFFERSON - P. O. BOX 1443
KERRVILLE, TEXAS 78028

Filed for record January 17, 1980 at 4:25 o'clock PM.
Recorded January 22, 1980
EMMIE M. MUENKER, Clerk

By Betty J. Dewey Deputy

812332

JOHN PETER DIXON ("Developer") as owner of that certain property described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Development") heretofore adopted certain restrictions (the "Restrictions") for the Development. Less than 75% of the Development has been sold, and Developer desires to amend and restate the Restrictions pursuant to the terms hereof. Inasmuch as more than 75% of the acreage in the Development has not been sold, Developer has the exclusive right to amend the Restrictions; however, if restrictions have been created as to any portions of the Development which is currently under a contract for the sale of such portion which do not permit such amendment, the amendments set forth herein shall not be binding upon such contract purchaser nor the property subject thereto until approved by such contract purchaser, so that if such approval is required these amended Restrictions shall not affect, limit or waive any such prior existing restrictions until so approved, and the failure to obtain such approval shall not affect, limit or waive these Restrictions as to all other property (except the portions covered by said prior contracts) covered hereby.

NOW, THEREFORE, in order to improve, use, and sell the Development in an orderly manner and to enhance the permanent value thereof for the mutual benefit of all subsequent owners Developer hereby adopts and imposes the following amended restrictions, reservations, and covenants, hereinafter called "Restrictions" (as amended and restated hereby), upon each and every tract of land shown upon plats recorded in Volume 4, Page 242 and in Volume 4, Page 182, Plat Records of Kerr County, Texas, to which Exhibit "A", and plats and their record reference is here made for all purposes, such Restrictions to be covenants running with the land, to-wit:

1. Use- Each tract shall be used only for residential purposes and only one single family residence shall be constructed on any one tract. No building erected on any tract shall be erected nearer than twenty (20) feet to any boundary of said tract; provided, that Developer, or any committee appointed pursuant to paragraph 4 hereof, may reduce or eliminate such twenty foot restriction based upon the size of the parcel on which a building is to be constructed, which building and its location shall be first approved as set forth in paragraph 4 and in accordance with this paragraph. No tract is to be subdivided after its initial sale by Developer, except any tract not less than ten (10) acres in size at date of initial purchase from Developer may be resubdivided one time only into two (2) tracts of no less than five (5) acres in size each or as Developer, or the committee appointed pursuant to paragraph 4 hereof, shall approve; Developer hereby reserving, for itself and said committee appointed pursuant to paragraph 4 hereof, the right and authority to resubdivide or permit the resubdivision of any part of the Development into smaller or larger tracts, as Developer, or said committee, deems proper in its sole discretion. No mobile homes, trailers, or temporary structure of any sort shall be used on said tracts whether or not same is placed on a foundation of any type without first obtaining Developer's express written consent thereto.
2. Size- The principal residential structure on any one tract shall contain a minimum of 1,200 square feet of living area.
3. Animals- No swine shall be kept on said tracts. Other animals, such as horses, cows, sheep, or goats, may be kept only with prior written consent of Developer or its authorized agents. No commercial use of said tracts for breeding, fattening, keeping, or selling of any animals or otherwise shall be permitted.
4. Construction - Any building erected on said tracts, which is constructed of wood, stucco, cement, or metal shall be stained or painted, or have the color mixed in the final coat. Any construction commenced upon any tract must be completed within one year of the time construction was initiated. All construction shall first be approved by Developer, or its designated successors or assigns, prior to commencement of construction.

Developer reserves the right to approve or disapprove any and all resubdivisions, exterior additions to, changes in, constructions, alterations or excavations of any portion of the Development or of any structure or improvements located thereon, either permanent or temporary, including without limitation additions to or of, changes in, or alterations of grade, landscaping, roadways, walkways, signs, exterior lights, walls, fences, buildings, or other structures or improvements located thereon which any person or entity seeks to commence, erect, place or maintain upon any portion of the Development. Request for such approval shall be submitted to Developer at such address as may from time to time be designated by Developer of record in the Deed Records of Kerr County, Texas (and if no such notice be so designated such notice shall be submitted to Developer's business address). Such request shall be in writing and shall be accompanied by plans and specifications showing the nature, kind, shape, height, materials, color, location and other material attributes of the structure, improvements, addition, change, alteration or excavation. If Developer fails to approve or disapprove such request within thirty (30) days after it is submitted, approval will not be required. Developer 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 plans and specifications. The power hereby reserved may be delegated by Developer, at Developer's discretion from time to time, to a committee appointed, empowered and constituted by Developer, whose members shall serve and may be replaced at the pleasure of Developer.

5. Sewage - All toilets shall be indoor. No sewage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used in any tract unless fully approved as to operation, design, capacity, location, and construction by all proper public health agencies of the State of Texas and the County of Kerr and in compliance with the regulations of any political subdivision of the State of Texas.

6. Nuisance - No tract shall be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said tract which is a nuisance or might become a nuisance to the owners of any surrounding tracts including the disposal of trash, garbage, and junked cars. Garbage, trash, and junk shall be hauled away at least once every two weeks and shall be kept in covered containers.

7. Timber, Dirt, Minerals - The only drilling activity permissible on any tract shall be to obtain water. No timber, dirt, or minerals of any kind shall be removed for commercial purposes from any tract.

8. Streets, Roads, Easements - The existing streets, roads, and easements in the Development both visible and apparent on the ground and as reflected by the Plat Records of Kerr County, Texas (including plats of additional property and tracts of the Development which may be recorded hereafter) are hereby dedicated to public use. Each tract and any instrument pertaining to such tract or to the title thereto is hereby expressly made subject to all such streets, roads and easements. Developer, its successors and assigns, shall not be liable for any damage to any tract or any improvement thereon arising from the installation of any utilities in or on such streets, roads, and easements.

9. Duration - These restrictions, covenants, and reservations may be amended at any time by those persons or legal entities buying pursuant to contract or owning no less than 75% of the acreage originally comprising the Development. Developer shall have the sole right to alter or amend any restriction, reservation, or covenant herein contained, without further notice, until such time as at least 75% of the original acreage of the Development is sold or has been contracted to be sold. Thereafter, the persons or entities owning or buying each tract shall have the sole responsibility of enforcing, maintaining, altering, or amending these restrictions and covenants (excepting easements) or adding thereto, and Developer shall have no liability therefor. Enforcement of these restrictions shall be by proceedings at law or in equity to restrain violations or to recover damages, against any person or persons violating or attempting to violate any covenant, and shall be available to Developer and any tract owner or purchaser, and the violator shall be liable for all court costs and reasonable attorney's fees incurred therein.

10. Maintenance Fee - Each tract owner or purchaser agrees to pay to Developer, Developer's successors and assigns, the sum of fifty (50) cents per month per acre owned or being purchased by such purchaser in the Development for a fund to maintain roads and parks in the Development; provided, that Developer may waive, exempt or reduce the maintenance fund obligation of certain tracts within the Development whose use, and access to, said roads, and the benefits from such maintenance, is determined by the Developer to be such as would not warrant the assessment of such maintenance expense against such tract, as determined by the Developer in its sole discretion. Each such obligation shall be a charge and lien upon each such owner's or purchaser's tract, unless so waived or exempted, as well as a continuing personal debt of such owner or purchaser. Such lien and charge shall be subordinate to any first lien mortgage.

11. Other Sales - Developer expressly reserves the right to vary, limit, amend or exempt tracts within the Development from these Restrictions based upon the use, configuration and character of such tracts as compared with other tracts in the Development, as determined by the Developer, in its sole discretion. These Restrictions may be extended by Developer to additional property by recording a plat of an additional section of Lake Ingram Estates and/or by recording a Supplement hereto in the Deed Records of Kerr County, Texas.

12. Zoning - All zoning and other laws, rules and regulations of any government or subdivision thereof under whose jurisdiction the Development lies are considered to be a part hereof and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations as they now exist or may hereafter come into effect.

13. Successors and Assigns - These restrictions and each and all easements, powers and reservations shall be binding upon and for the benefit of all successors and assigns of Developer.

ADOPTED this 28th day of April, 1981.

John Peter Dixon
John Peter Dixon, Developer

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared John Peter Dixon, 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 28th day of April, 1981.



Jimmie L. Peschel
Notary Public, Kerr County, Texas
My commission expires: 5/19/85
Jimmie L. Peschel
(Notary Print or Type Name)

Tract No. One:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 617.32 acres, more or less, out of Original Survey No. 133, Amelia Reinaman, Abstract No. 281, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Original Survey No. 133, Amelia Reinaman, Abstract No. 281, on the immediate South bank of the Guadalupe River, marked by an iron stake, now under the waters of Ingram Lake, said corner being located directly across the river and due South from the Southwest corner of Original Survey No. 132, D. Carivay, Abstract No. 152;

THENCE with existing fence approximately along the West line of said Original Survey No. 133, Amelia Reinaman, said fence having been agreed upon as the accepted property line, by agreement dated December 15, 1925, of record in Volume 45, at page 20 of the Deed Records of Kerr County, Texas, South 0 deg. 09' West at 48 feet the existing water's edge of Ingram Lake, at 1434.0 feet an iron spike in the center of Cade Road, a County Road;

THENCE continuing with said property fence as follows: South 0 deg. 25' West 1717.0 feet, South 0 deg. 15' West 6398.0 feet, and South 1666.7 feet to a fence corner post considered to be the Southwest corner of said Survey No. 133, Amelia Reinaman, the Southwest corner of the G. P. Cade Ranch as fenced, for the Southwest corner of this tract;

THENCE with existing property fence South 89 deg. 22' East 2693.3 feet to a fence corner post considered to be at the Southeast corner of said Survey No. 133, Amelia Reinaman, from which an old rock mound bears East 10 feet, for the Southeast corner of this tract;

THENCE with existing old property fence along the East line of said Original Survey No. 133, Amelia Reinaman, North 0 deg. 25' East 6850 feet to a fence corner post, the Southeast corner of the 8.47 acre tract which was conveyed from G. P. Cade to W. A. Cade, by deed dated October 4, 1948, of record in Volume 96, at page 431 of the Deed Records of Kerr County, Texas;

THENCE North 89 deg. 23' West 831.5 feet to an iron stake at a fence corner post, the Southwest corner of that 8.47 acre tract which was conveyed from G. P. Cade to A. E. Cade by deed dated October 4, 1948, of record in Volume 86 at page 172 of the Deed Records of Kerr County, Texas;

THENCE with the West line of said A. E. Cade tract North 886.7 feet to an iron stake at a fence corner post, the Northwest corner of said A. E. Cade tract;

THENCE with the North line of said A. E. Cade tract South 89 deg. 23' East 422.0 feet to a fence corner post, the Southwest corner of the 25 acre A. B. Burton tract, in the East line of a County Road;

THENCE with fence the West line of said 25 acre Burton Tract, North 1224.4 feet to an iron stake;

THENCE North 89 deg. 50' West, at 20 feet the Southeast corner of that 5 acre tract which was conveyed from G. P. Cade to O. M. Mahon by deed dated December 22, 1950, of record in Volume 89,

EXHIBIT "A"

Initialed for Identification JPO

page 625, of the Deed Records of Kerr County, Texas, a total distance of 542.9 feet to an iron stake at a fence corner post the Southwest corner of said 5 acre Mahon tract;

THENCE with the West line of said Mahon 5 acre tract and the West line of that 5 acre tract which was conveyed from G. P. Cade to Tom C. Ramsey by deed dated April 22, 1950 of record in Volume 88, at page 137, of the Deed Records of Kerr County, North 852.8 feet to an iron stake at a fence corner post for the Southeast corner of that 6.21 acre tract which was conveyed from G. P. Cade to W. Chalmers by deed dated May 16, 1949 of record in Volume 86 at page 199 of the Deed Records of Kerr County, Texas;

THENCE with the South line of said 6.21 acre W. Chalmers tract, along the North line of aforesaid Cade Road, a County Road, North 89 deg. 50' West 209.8 feet to an iron stake the Southwest corner of said 6.21 acre W. Chalmers tract;

THENCE with the West line of said 6.21 acre W. Chalmers tract, North at 1218.5 feet the existing waters edge of Ingram Lake, a total distance of 1376.9 feet the Northwest corner of said 6.21 acre tract, on the original South bank of the Guadalupe River, now under the waters of Ingram Lake;

THENCE up the original South or right bank of the Guadalupe River, now inundated under the waters of Ingram Lake, with its meanders at every point, as follows: North 20 deg. West 220 feet, West 475 feet and South 80 deg. 32' West 1000 feet to the place of beginning.

SUBJECT, however, to an easement for a County Road, known as Cade Road, a 40 foot wide easement which was conveyed from G. P. Cade to Kerr County by easement dated May 23, 1956 of record in Volume 2 at page 414, of the Easement Records of Kerr County, and an unrecorded road easement 40 foot wide along the East side of this tract adjoining the 25 acre A. B. Burton tract. Also subject to an easement for Ingram Lake and access along and across a 20 foot wide strip of land lying adjacent to the South bank of the lake as conveyed from G. P. Cade to Kerr County by easement dated April 7, 1955, of record in Volume 2, at page 426, of the Easement Records of Kerr County, Texas.

Tract No. Two:

Being a 20 foot wide strip of land reserved for roadway from Cade Road to the bank of the Guadalupe River, comprising 0.55 acre of land, more or less, out of Original Survey No. 133, Amelia Reinaman, being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake at fence corner post a Northeast corner of above described Tract No. One and the Southeast corner of that 6.21 acre tract which was conveyed from G. P. Cade to W. Chalmers by deed dated May 16, 1949, of record in Volume 86, page 150, of the Deed Records of Kerr County, Texas, in the North line of aforesaid County Road, known as Cade Road;

THENCE with existing fence the East line of said 6.21 acre tract North 1199.4 feet to the original South bank of the Guadalupe River, now under the waters of Ingram Lake, the Northeast corner of said 6.21 acre tract;

THENCE down the original South or right bank of the Guadalupe River South 72 deg. East 21.1 feet to the Northwest corner of that 5.5 acre tract which was conveyed from G. P. Cade to O. M. Mahon by deed dated December 30, 1948, of record in Volume 85, at page 294 of the Deed Records of Kerr County;

EXHIBIT "A"

Initialed for Identification JPD

THENCE with the West line of said 5.5 acre Mahon tract, South 1193.0 feet to the Southwest corner of said 5.5 acre tract, in the North line of the County Road, Cade Road;

THENCE North 89 deg. 50' West 20.0 feet to the PLACE OF BEGINNING.

Subject, however, to the same aforesaid easement for Ingram Lake and across along and across a 20 foot wide strip of land adjacent to said lake.

Tract No. Three:

Being a 20 foot wide portion of the County Road known as Cade Road, comprising 0.63 acre of land, more or less, out of Original Survey No. 133, Amelia Reinaman, being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake at fence corner post a Northeast corner of above described Tract No. One, and the Southeast corner of that 6.21 acre tract which was conveyed from G. P. Cade to W. Chalmers by deed dated May 16, 1949, of record in Volume 86 at page 199 of the Deed Records of Kerr County, Texas;

THENCE with the North line of said Cade Road South 89 deg. 50' East 542.9 feet to a fence corner post the Southeast corner of that 5.1 acre tract which was conveyed from G. P. Cade to E. J. Kipp by deed dated October 2, 1949 of record in Volume 85, at page 78, of the Deed Records of Kerr County, Texas, in the West line of the 25 acre A. B. Burton Tract;

THENCE with fence the West line of said 25 acre Burton tract South 849.6 feet to an iron stake, another Northeast corner of aforesaid Tract No. One;

THENCE North 89 deg. 50' West 20.0 feet to the Southeast corner of that 5 acre tract which was conveyed from G. P. Cade to O. M. Mahon by deed dated December 22, 1950, of record in Volume 89, page 625, of the Deed Records of Kerr County;

THENCE with property line North 829.6 feet to the Northeast corner of that 5 acre tract which was conveyed by G. P. Cade to Tom C. Ramsey by deed dated April 22, 1950, of record in Volume 88, at page 137, of the Deed Records of Kerr County;

THENCE with the North line of said Tom C. Ramsey 5 acre tract North 89 deg. 50' West 522.9 feet to the Northwest corner of said 5 acre Ramsey tract;

THENCE North 20.0 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT 21.69 acres conveyed to Arthur Bell and wife described in Warranty Deed recorded in Volume 230 at Page 443, Deed Records of Kerr County, Texas.

EXHIBIT "A"

Initialed for Identification JPD —

FIDELITY ABSTRACT AND TITLE CO:

3.3 Earl Garrett
Phone 896-4311 P. O. Box 5.9
Kerrville, Texas 78028

VOL 247 PAGE 602

Re #812332

Amended Covenants
& Restrictions

Like Income Estates

to
The Public

FILED FOR RECORD

at 4:50 o'clock P.M.

MAY 1 1981

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By *Betty J. Loney* Deputy

Return to:

Wallace, Jackson & Ables

Filed for record May 1, 1981 at 4:50 o'clock P.M.

Recorded May 5, 1981

ENNIE M. MUENKER, Clerk

By *Betty J. Loney* Deputy

THE STATE OF TEXAS ;

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR ;

WHEREAS, the undersigned is the present Developer under those certain Covenants and Restrictions for Lake Ingram Estates (the "Restrictions"), dated April 28, 1981, and recorded in Volume 247, Page 596, Deed Records of Kerr County, Texas; and

WHEREAS, certain parcels, tracts and lots within said Lake Ingram Estates subject to the Restrictions are being sold to the Veterans' Land Board of the State of Texas, for the benefit of a veteran-purchaser; and

WHEREAS, the Veterans' Land Board has requested certain approvals of the Developer in conjunction with such sales.

NOW, THEREFORE, the Developer hereby approves the following under and pursuant to the provisions of the Restrictions as to all property acquired by the Veterans' Land Board in Lake Ingram Estates which is subject to the Restrictions:

1. As provided in and permitted by Paragraph 1 of the Restrictions, the Developer hereby approves the resubdivision of any part of any tract transferred to the Veterans' Land Board into tracts containing not less than one acre.
2. As provided in and permitted by Paragraph 10 of the Restrictions, the Developer hereby waives and exempts the Veterans' Land Board from any obligation to pay any maintenance fee and waives any lien for the same so long as such tracts are owned by the Veterans' Land Board; provided that the veteran-purchasers shall continue to be liable for the same and the lien for the same shall be a charge upon such tracts after they are transferred from the Veterans' Land Board to the veteran-purchasers.

To the extent necessary, the foregoing shall be interpreted to be an amendment to the Restrictions by the undersigned Developer pursuant to the provisions of Paragraph 9 of the Restrictions since less than 75% of the acreage in said Lake Ingram Estates has been sold.

IN WITNESS WHEREOF, the undersigned Developer has executed this instrument on this 31st day of December, 1981.

INGRAM LAKE VENTURE, a joint venture composed of the following partners:

John Miller, Jr.
John Miller, Jr.

Reginald A. Tuck
Reginald A. Tuck

Carl Meek, Jr.
Carl Meek, Jr.

David P. Braten, Jr.
David P. Braten, Jr.

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN MILLER, JR., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of December, 1981.



Regina Hill
Notary Public, County of Kerr
State of Texas
My commission expires: 4-26-84
Regina Hill
(Notary Print or Type Name)

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared REGINALD A. TUCK, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of December, 1981.



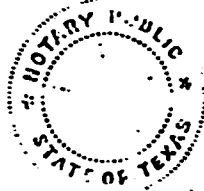
Regina Hill
Notary Public, County of Kerr
State of Texas
My commission expires: 4-26-84
Regina Hill
(Notary Print or Type Name)

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared CARL MEER, JR., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of December, 1981.



Regena Hill
Notary Public, County of Kerr
State of Texas
My commission expires: 1-21-84
Regena Hill
(Notary Print or Type Name)

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID P. BRADEZ, JR., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of December, 1981.



Regena Hill
Notary Public, County of Kerr
State of Texas
My commission expires: 1-21-84
Regena Hill
(Notary Print or Type Name)

#831334
*Amendment to
 the Restitution
 etc.*

*Take Ingram
 Estates
 to
 the Public.*

FILED FOR RECORD
 at 11:00 o'clock A. M.

MAR 5 1982

EMMIE M. MUENKER
 Clerk County Court, Kerr County, Texas
 By *Armonia C. Houston* Deputy

Return to: Lawyers Title Agency
 433 Water, Suite A
 Kerrville, Texas
 78028

Filed by: Lawyers Title Agency
 433 Water, Suite A
 Kerrville, Texas
 78028

Filed for record March 5, 1982 at 11:00 o'clock A.M.
 Recorded March 9, 1982
 EMMIE M. MUENKER, Clerk By *Betty J. Leroy* Deputy