

BLUFF CREEK RANCH RESTRICTIONS

Volume 6, Page 367, Plat Records of Kerr County, Texas; Volume 930, Page 116; Volume 958, Page 399; Volume 1091, Page 238 and Volume 1420, Page 324, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement to Texas Public Utilities Company, dated September 24, 1929, recorded in Volume 46, Page 360, Deed Records of Kerr County, Texas; said easement having been supplemented by Supplemental Easement and Right-Of-Way recorded in Volume 1454, Page 344, Real Property Records of Kerr County, Texas.
- Easement to Lone Star Gas Company, dated July 19, 1951, recorded in Volume 2, Page 74, Easement Records of Kerr County, Texas. (AS PER BLUFF CREEK ROAD ONLY-COMMON AREA)
- Easement to Southwestern Bell Telephone Company, notarized on August 15, 1971, recorded in Volume 6, Page 603, Easement Records of Kerr County, Texas. (AS PER BLUFF CREEK ROAD ONLY-COMMON AREA)
- Easement to Southwestern Bell Telephone Company, dated February 8, 1962, recorded in Volume 3, Page 310, Easement Records of Kerr County, Texas. (AS PER BLUFF CREEK ROAD ONLY-COMMON AREA)
- Minerals conveyed by Grantor, as described in Mineral/Royalty Deed from Southern Pacific Transportation Company to Bravo Oil Company, dated December 17, 1970, recorded in Volume 16, Page 437, Oil & Gas Lease 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. (AS PER BLUFF CREEK ROAD ONLY-COMMON AREA)
- Easements as per the plat recorded in Volume 6, Page 367, Plat Records of Kerr County, Texas.
- Residents' easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, recorded in Volume 958, Page 399, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 958, Page 399, Real Property Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 958, Page 399, Real Property Records of Kerr County, Texas.
- Utility Easement and Covenant Of Access dated August 5, 1998 to Bandera Electric Cooperative, Inc., recorded in Volume 967, Page 451, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over and across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSFOR BLUFF CREEK RANCH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is entered into on the 26th day of June, 1998, by JAMES R. PERLITZ, TRUSTEE, ("Declarant");

W I T N E S S E T H:

A. The real property (the "Property") subject hereto is known as Bluff Creek Ranch, a subdivision of Kerr County, Texas, according to the plat thereof being recorded concurrently herewith in Volume 6, Page 367, et seq., Plat Records, Kerr County, Texas, reference being made thereon to this Declaration, and reference being hereby made to said plat. Declarant desires to create on the Property a residential community with residential tracts and front gate and entrance area for the benefit of the community.

B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and to this end desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof.

C. Declarant has deemed it desirable for the efficient preservation of the values and amenities in such community, to create an agency to which would be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and distributing the assessments and charges hereinafter created and provided for.

NOW, THEREFORE, it is hereby declared that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE IDEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to BLUFF CREEK HOMEOWNERS ASSOCIATION. The regulations and management of the Association including quorums, notices, meetings, etc., shall be set forth in bylaws (whether incorporated or not adopted by Declarant). The Association has not been incorporated but may upon vote of 2/3rds of the Members, herein defined, elect to incorporate the Association.

(b) "Property" shall mean and refer to the Property herein specified and described and Declarant may, without the consent of any Owner, at any time and from time to time, add to the Property by filing of record Supplemental Declaration which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property.

(c) "Common Properties" shall mean and refer to Bluff Creek Road as shown on plat and front gate and entrance together with any and all improvements that are now or may hereafter be constructed thereon.

(d) "Tract" shall mean and refer to each of the lots within the Property, which shall be designated and described, from time to time, by the plat of such property, together with the home, residential unit and other improvements thereon.

(e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Tract, including contract sellers, or who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Tract from such a record owner. The foregoing is not

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intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Tract. Every Owner may lease a Tract and may permit guests and invitees on a Tract and may delegate to such tenant, guest or invitee, the right and easement of use and enjoyment in and to the Common Properties subject to, and as provided in, the provisions of this Declaration and the bylaws of the Association; provided, that any such tenant, guest or invitee shall comply with this Declaration and such bylaws and that any failure to comply with such terms and provisions shall have the same consequences as if such failure was by such Owner.

(f) "Member" shall mean and refer to each Owner. Every Owner of a Tract (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Tract) shall, upon the acquisition by original purchase or transfer of the fee or undivided fee interest in such Tract, automatically be a Member of the Association. The Association shall have one class of voting membership. Each Member shall be entitled to one vote for each Tract in which such Member holds the interest required for membership. When more than one person holds such interest or interests in any Tract, all such persons shall be Members, and the vote for such Tract shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Tract.

(g) "Declarant" shall mean and refer to JAMES R. PERLITZ, TRUSTEE, his successors and assigns; provided that any such successors and assigns shall receive by recorded assignment all or a portion of the rights of JAMES R. PERLITZ, TRUSTEE, hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

ARTICLE II

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member who resides on a Tract, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Tract shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Tract; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Declarant shall convey and assign the Common Properties to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Kerr County, Texas when and at such time as the first tract is sold and conveyed by Declarant.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the Association to prescribe rules and regulations ("Rules and Regulations") governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members) and to dedicate any of the Common Properties to any public agency or authority upon approval of 2/3rds of the Members.

Section 4. Private Streets and Alleys. Subject to the provisions of Article II, Section 3, as to dedication, the road within the Property shall be private (with security and access controlled by the Association). Kerr County shall have no obligation to maintain any private road unless dedicated as provided in Article II, Section 3. Notwithstanding anything to the contrary herein set forth, all utility companies, public and quasi-public, and all governmental agencies and each of their respective departments and employees (e.g., fire, sheriff and police departments) shall have access to and the right to use the private road and may exercise such authority therein as is necessary to reasonably complete its duties and functions (e.g., reading meters, fire prevention, safety and police enforcement and mail

deliveries).

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ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Tract owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Tract by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments thus collected by the Association shall constitute the maintenance fund of the Association. The annual and special capital assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on, and shall be a continuing lien upon each Tract against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment became due. The annual assessment shall be payable in annual installments as provided in Section 7 of this Article III.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used (i) for the purpose of maintenance of the Common Properties including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the repair and replacement thereof, (ii) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the maintenance of the Common Properties, (iii) for carrying out the duties of the Board of Directors of the Association as set forth in its Articles and Bylaws, (iv) any utility costs for the Common Properties, and (v) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvements and Maintenance of the Common Properties Prior to Conveyance to the Association. The Declarant shall have, at its election, the right (subject to the provisions of Article II, Section 2 and until the Common Properties are conveyed to the Association as therein provided) in common with the Association to maintain the Common Properties, and to exercise the duties of the Board of Directors of the Association in connection with the maintenance of the Common Properties and the cost of repairs and replacements thereto, and for paying the cost of labor, equipment and maintenance (including the expense of leasing any equipment) and materials required for the maintenance of the Common Properties. In this regard, all assessments, both annual and special collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to maintain the Common Properties as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to maintain the Common Properties hereunder and to carry out the duties of the Board of Directors of the Association.

Section 4. Basis and Amount of Annual Assessments.

(a) The initial assessment for each Tract shall be set by Declarant and shall not exceed \$300/yr *JP*

(b) Although the Board of Directors shall not be required to fix assessments in each year, starting with the year in which Declarant specifies in a Supplemental Declaration or in which the date ("Development Date") when eight (8) tracts are sold and conveyed by Declarant, whichever first occurs, the Board of Directors may fix the annual assessments.

Section 5. Uniform Rate of Assessments. All assessments must be fixed at a uniform rate for all Tracts except as otherwise expressly provided in this Declaration.

Section 6. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence and shall be payable as to all Tracts on the first day of the first month following the date the assessment is set and shall be payable annually.

Section 7. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association; Sale by Delinquent Owner.

(a) If any assessment or any part thereof is not paid on the date(s) when due then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Tract of the nonpaying Owner which shall bind such Tract in the hands of the Owner, his heirs, legal representatives, successors and assigns. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his Tract shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

The lien for unpaid assessments shall be unaffected by any sale or assignment of a Tract and shall continue in full force and effect, except as otherwise expressly provided in this Section. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Tract.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any first mortgage or deed of trust now or hereafter placed upon a Tract subject to assessment if the mortgage or deed of trust is placed upon the Tract at a time when no default has occurred and is then continuing in the payment of any portion of the annual assessment for such Tract; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of any first mortgage or deed of trust comes into possession of a Tract under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Tracts including the mortgaged Tract in question. Such sale shall not relieve such Tracts from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 9. Owner's Obligations to Repair. Except as herein expressly provided, each Owner shall, at his sole cost and expense, maintain and repair his Tract and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Tract and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Tract and to repair, maintain, and

restore the Tract and the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed for his Tract) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE IV

USE OF TRACTS AND COMMON PROPERTIES - PROTECTIVE COVENANTS

The Property (and each Tract situated therein) and the Common Properties shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Tract shall be used exclusively for single family residential purposes, and carports and parking spaces shall be used exclusively for the parking of passenger automobiles, other than automobiles designed and used for competitive racing. No planes, trailers, boats, campers, abandoned cars or trucks shall be parked or housed outside garages or in carports and parking spaces, except as otherwise provided in Section 11 of this Article.

Section 2. No Mobile Homes. There shall be no mobile homes, modular, prefabricated, single or doublewide, placed on a Tract regardless of whether said mobile home is intended for temporary or permanent use. The term "mobile home" (as used herein) shall include modular homes. The Committee as provided for herein shall have the exclusive right to determine if a structure is a mobile home.

Section 3. Minimum Square Feet. Not more than one single family residence with guest quarters, barn and outbuildings shall be constructed on any Tract and no single family residence excluding barn, guest quarters and outbuilding, shall be constructed which contains less than 2,000 square feet under roof, including porches and garages, except that residential quarters shall be permitted in a barn or similar outbuilding of a smaller size without the existence or construction of a single family residence. Guest quarters shall not be permitted without the construction of a single family residence.

Section 4. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Property, without the prior consent of the Committee, except signs temporarily used by Declarant in the development and sale of Tracts and homes, except signs during construction to identify construction project and except at the entrance to a Tract to identify the owner and address if approved by the Committee and only in accordance with the requirements of the Committee, including size and location.

Section 5. Nuisances. Nothing shall (i) be done in any part of the Property, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which may be or become an unreasonable annoyance or nuisance to the other Owners. No shooting ranges shall be permitted on the Property.

Section 6. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any structure, unless such attachments shall have been first submitted to and approved by the Committee.

Section 7. Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance.

Section 8. Animals. No animals, swine, hogs, chickens, fowl, livestock or poultry of any kind shall be raised, bred or kept in any portion of the Property except that cattle, sheep, goats, horses, or domesticated, agricultural livestock or their offspring may be kept on the Property in accordance with such rules and regulations as may be promulgated from time to time by the Committee. Dogs, cats or

other household pets may be kept on a Tract. None of the foregoing uses shall be for any commercial purposes and they shall not create a nuisance and they shall be maintained within proper fences, pens, corrals and/or barns approved the Committee. Any such permitted animal shall not bark or create any noise so as to create an annoyance to adjoining property owners, and shall be restrained and not allowed to enter upon other Tracts without the permission of the Owners thereof. Any such permitted animal may accompany an Owner on the roads provided that such animal shall be under the control of such Owner with bridle, leash or similar restraint at all times.

Section 9. Setbacks/Fences. The minimum depth of building and structure setback lines from the right-of-way of the roads fronting the Tracts in the subdivision shall be not less than 250 feet and not less than 150 feet from side and rear Tract lines. The setback for fences, walls, hedges and similar improvements shall be twenty feet (20') from the right-of-way of the roads fronting the Lots. No fence, wall, hedge or shrub shall be placed or permitted to remain on any Tract, nor shall any screen or other planting or garden be permitted on any Tract without the prior approval of the Committee, and all fencing shall comply with the specifications set forth and established by the Committee. Fences may be within the setback area if approved by the Committee.

Section 10. Waste. No Tract shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers. No burning of trash or rubbish shall be allowed at any time except as permitted under the Wildlife Management Plan specified below and/or as permitted by the Committee.

Section 11. Boats/Campers. Neither a motorboat, houseboat or other similar water-borne vehicle nor any "camper" vehicle may be maintained, stored or kept on any parcel of the Property if it is visible from the road fronting the Tract unless enclosed in a permanent structure; provided, that the Committee may, but shall not be required, to designate any area where such motorboats, etc. may be stored, parked or housed, for which storing, etc. the Committee may, but still not be required, to prescribe fees.

Section 12. Towers. No cellular and no communication tower shall be permitted on any Tract.

Section 13. Wildlife/Hunting. Wildlife and agricultural use and management of the Property shall be in accordance with the Wildlife Management Plan approved by the Association and the Declarant (if prior to the Development Date). Hunting shall be prohibited on or within the Property except as permitted in and in accordance with said Wildlife Management Plan.

Section 14. Temporary Structures. No temporary structure of any kind shall be erected or placed on any Tract, except porto-can or similar on-job toilet facilities during construction, which shall be required and shall be located away from any road.

Section 15. Oil, Gas and Timber. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted upon or under any Tract; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Tract. No timber or tree of any kind may be cut by any Owner on any of the Common Properties nor on any Tract (except for construction as herein provided), without the express consent of the Committee except that cedar may be cut and removed, except that dead trees may be cut and removed, and except that no more than ten percent (10%) of the trees on a Tract may be cut without any approval, but if cutting of more than 10% shall require the approval of the Committee.

Section 16. Exterior. No buildings, structures and improvements on any Tract shall have an exterior color which is bright and/or reflective, i.e., no bright pink, blue or Day-Glo colors and finishes, as determined by the Committee.

Section 17. Re-Subdivision. No Tract shall be further subdivided and no portion less than all of any such Tract, or any easement or any other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of the Declarant (if prior to the Development Date) and 75% of the Members.

Section 18. Owner's Water and Sanitary Sewer. All water and sanitary sewer for each Tract shall be maintained by the Owner of the Tract at his own costs. No individual sewage-disposal system and water well and system shall be permitted on any Tract unless the system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the designated official of the governmental agency or body having jurisdiction thereof. Written approval of the system as installed shall be obtained from such official. No Tract may be used for any purpose that would result in the pollution of any waterway that flows through or adjacent to such Tract.

Section 19. Construction of Covenants. Nothing herein stated shall be construed as preventing an Owner from combining two or more adjacent and contiguous Tracts and building thereon a residential dwelling.

Section 20. Dams. Berms, dams or other impoundment structures may be constructed provided the same do not permanently impede the flow of water in creeks or streams on the Property.

ARTICLE V

ARCHITECTURAL CONTROL

Anything contained in this Declaration to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Property nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected or maintained until (1) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by a Committee consisting of at least three members (hereinafter called the "Committee") which shall be Declarant and its designated representative(s), who may be appointed, removed and replaced as Declarant shall determine, until the Development Date or an earlier date specified by Declarant in a Supplemental Declaration and thereafter until successors are appointed by the Board of Directors of the Association, and (2) the final plans, drawings and specifications showing the nature, kind, shape, height, materials, exterior color, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Committee. A copy of the approved plans, drawings and specifications shall be furnished by the Owner to the Committee and retained by the Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after the said plans, drawings and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. The members of the Committee shall not be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article. The Committee shall be designated by Declarant unless and until Declarant otherwise specifies in a supplement to this Declaration or until the Development Date, whichever first occurs. Any two members of the Committee may approve or disapprove any matter before the Committee; provided that the Committee may for good cause shown approve variances as to any Covenant, Condition or Restriction but such variance shall require approval of a majority of the members of the Committee; and provided, further, that any person (including any Owner, Member, Declarant or member of the Committee) may request approval of any matter by the Committee, and a majority of the members of the Committee shall then be required.

ARTICLE VI

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EASEMENTS

Section 1. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Tract for the maintenance and repair of each Tract in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Tract shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Section 2. Ingress and Egress by Police, Etc. The police, fire department, emergency units, ambulance company, utility companies, and any governmental agency or department having jurisdiction, shall have the right of ingress and egress at all times over and upon the Common Properties, including without limitation streets and sidewalks, for the performance of their respective duties and responsibilities with respect to the Property and Tracts and in order to service the Property and Tracts.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, subject to this Declaration and shall inure to the benefit of and be enforceable by the Association, the Declarant and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions abolishing said Covenants, Conditions and Restrictions shall be effective unless made and recorded ninety (90) days in advance of the effective date of such abolition.

Section 2. Amendments. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of two-thirds (2/3rds) of the Members and with the approval of the Declarant until Declarant sells and conveys eight (8) Tracts at which time Declarant's approval shall not be required. In each case such amendment shall be evidenced by a document in writing bearing the signatures of such Members. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or inequity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notice required to be given to any Member or Owner or otherwise under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid,

addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

Section 7. Vote. Each Member shall have one (1) vote for each Tract owned.

Section 8. Interpretation of the Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration until the Development Date. 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 provisions hereof.

Section 9. 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.

Section 10. 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.

Section 11. 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 singular shall include the plural; and words in the plural shall include the singular.

EXECUTED as of June 26, 1998.

James R. Perlitz, Trustee
JAMES R. PERLITZ, TRUSTEE

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 26 day of June, 1998, by JAMES R. PERLITZ, TRUSTEE.

Diane H. Green
Notary Public, State of Texas

PERLITZ\RESTRICTIONS BLUFF CREEK



Return to: James R. Perlitz, Trustee
P.O. Box 33580
Kerrville, TX 78029 at 4:20 o'clock P. M

JUN 26 1998

6F#17198

BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
James R. Perlitz Deputy

RECORD Real Property
VOL 958 PG 399
RECORDING DATE

JUN 29 1998



Belle G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

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

JUN 29 1998



Belle G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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UTILITY EASEMENT

AND

W.O. 44652

COVENANT OF ACCESS

VOL 0967 PAGE 451

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF KERR

6638

That the undersigned, hereinafter called "grantor" (whether one or more) for good and valuable consideration does hereby covenant access to and grant, unto the BANDERA ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), an easement and right-of-way upon and across the following described property of grantor:

SEE ATTACHED EXHIBIT 'A'
AS BLUFF CREEK SUBDIVISION.

The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric service including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmissions or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric service. The width of the easement shall be 20' feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The easement rights herein reserved shall also include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement. The height of the easement shall be from fifteen feet (15') beneath the surface of the ground and coelum.

Filed by & Return to:

Bandera Electric Cooperative Inc.

PO Box 667

Bandera, TX 78003

25 Aug 98 1:05 PM
BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
By Madeline [Signature] Deputy
\$7

Nothing shall be placed or permitted to remain within the easement area which may damage or interfere with the installation and maintenance of the utilities. The easement area and all improvements within it shall be maintained by the owner of the land except for those facilities for which an authority of the utility company is responsible.

Vol. 0967 PAGE 452

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstruction, to cut and trim trees within the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times.

WITNESS MY HAND , this 5TH day of August, A.D., 1998.

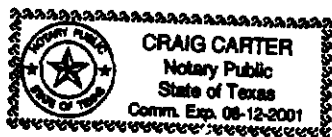
James R. Perltz
James R. Perltz

THE STATE OF TEXAS

COUNTY OF BRANDEN

BEFORE ME, the undersigned authority, on this day personally appeared JAMES R. PERLTZ, 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 5TH day of August, 1998.

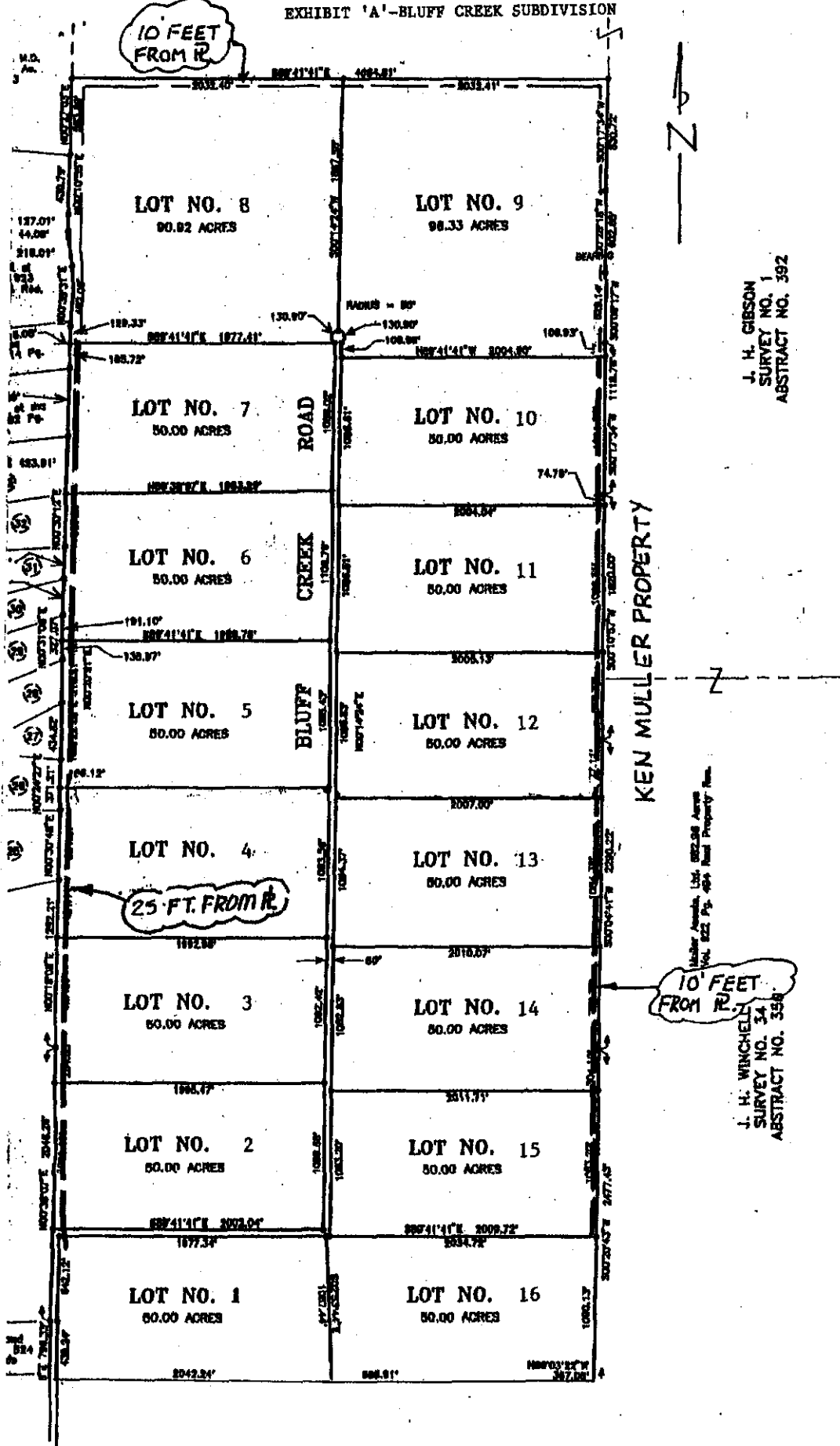


Craig Carter
Notary Public in and for
County, Texas

Printed or Stamped Name of Notary

My Commission Expires:

EXHIBIT 'A' - BLUFF CREEK SUBDIVISION



RECORD Real Property
VOL 967 PG 4511
RECORDING DATE

AUG 26 1998



Billy G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

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

AUG 26 1998



Billy G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
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08683

VOL. 1091 PAGE 0238

AMENDMENT OF RESTRICTIONS

This Amendment is entered into by the undersigned and shall amend the following restrictions in the following manner which Amendment shall be binding upon and shall inure to the benefit of the owners of the properties benefited by such restrictions and encumbered by such restrictions and their respective heirs, legal representatives, successors and assigns:

1. Restrictions recorded in Volume 958, Page 399, Real Property Records of Kerr County, Texas (the "Restrictions").
2. Tract 1 may be subdivided into two equal parcels and the Restrictions are hereby modified and amended to provide that Tract 1 may be subdivided into two equal parcels.

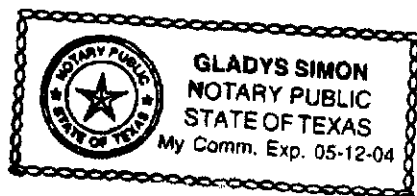
EXECUTED this 23rd day of October, ~~1999~~²⁰⁰⁰ by the undersigned who is the Declarant under the Restrictions and who constitutes more than seventy-five percent (75%) of the Members/Owners as defined in the Restrictions.

James R. Perlitz
JAMES R. PERLITZ, Trustee

STATE OF TEXAS §

COUNTY OF KERR §

~~1999~~²⁰⁰⁰ This instrument was acknowledged before me on this the 23rd day of October, ~~1999~~²⁰⁰⁰, by JAMES R. PERLITZ, Trustee.



Gladys Simon
Notary Public, State of Texas

FILED FOR RECORD
at 4:19 o'clock P M

OCT 24 2000

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Deputy

Filed By: *Jim Perlitz*
Return
TO: PO BOX 293580
Kerrville Tx 78028

VOL. 1091 PAGE 0239

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS }
COUNTY OF KERR

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

OCT 25 2000



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1091* PG *238*
RECORDING DATE

OCT 25 2000



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

DECLARATION OF RESTRICTIONS

THIS DECLARATION (this "Declaration") made this 17th day of December, 1997, by the undersigned ("Declarant", whether one or more);

W I T N E S S E T H:

Declarant has been and is the owner of, and is conveying the real property described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

The Restrictions herein defined and specified are established by Declarant for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of portions of the Property and for the benefit of the purchasers and Owners thereof.

The Restrictions are established for the purposes set forth above and for the mutual benefit of the owners of the Property.

Declarant hereby declares that the Property shall be held, transferred, improved, sold, conveyed, used and occupied subject to the terms and provisions of the restrictions ("Restrictions") hereinafter set forth, all of which shall (i) be in addition to and not in lieu of or in modification of any other or existing restrictions, (ii) run with and bind the Property, (iii) inure to the benefit of and be enforceable by Declarant, Declarant's successors and assigns and by owners of portions of the Property, (iv) be binding upon and enforceable against all subsequent owners, their heirs, legal representatives, successors and assigns:

1. No mobile homes, trailers or manufactured housing shall be permitted on the Property and the Property shall not be used as a development for travel trailer or motor home habitation or mobile/modular home development or any such prefabricated building; provided that rafter A-frames commonly used in on-site building, but built off-site and similar such construction used in on-site buildings shall be permitted.
2. The Property shall not be used or maintained for garbage or trash dump nor chemical disposal purposes nor as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except temporarily in sanitary containers awaiting off property permanent disposal.

The failure to insist in any one or more instance upon the strict performance of any of the Restrictions set forth herein, or to exercise any right or option herein granted or referenced, or to serve any notice or institute any action shall not be construed as a waiver or relinquishment for the future, but such covenant,

condition or restriction shall be and remain in full force and effect. No waiver of any provision hereof shall be deemed to have been made unless expressed in writing and duly executed and acknowledged by Declarant, or Declarant's heirs, legal representatives, successors or assigns.

The covenants and restrictions herein set forth shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant and Declarant's heirs, legal representatives, successors and assigns and the from time to time owners of the Property.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

The restrictions hereof shall run with and bind the Property and shall inure to the benefit of and be enforceable by any owner of any land subject hereto, their respective legal representatives, heirs, successors, and assigns.

The restrictions hereof may be abolished, amended and/or changed in whole or in part, only with the consent of all owners of the Property and of Declarant if he is living, and if he is not living his son, GEORGE P. WALKER, if living, but the consent of Declarant (nor his son) shall not be required if they are not living. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed on this 17th day of December, 1997.

RECORD Real Property
VOL 930 PG 916
RECORDING DATE

VOL 0930 PAGE 118

DEC 23 1997



Billie G. Meeker
COUNTY CLERK, KERR COUNTY TEXAS

DECLARANT:

George P. Walker, III
GEORGE P. WALKER, III

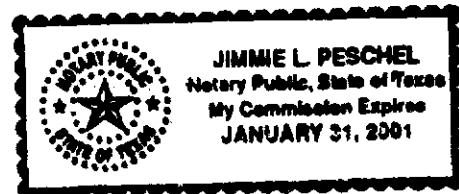
THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of
December, 1997, by GEORGE P. WALKER, III.

Jimmie L. Peschel
Notary Public, State of Texas

6\WALKER\RES1



✓ Fidelity Abstract

AFTER RECORDING RETURN TO:

George P. Walker, III
P.O. Box 2202
Saddler, Texas 78830

FILED FOR RECORD
at 4:50 o'clock P. M.

DEC 22 1997

BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
Samuel J. ... Deputy

Provision herein which restricts the sale, rental or use of the described prop-
erty because of race or color is invalid and unenforceable under Public Law
THE STATE OF TEXAS }
COUNTY OF KERR
I hereby certify that this instrument was filed in the Public Record Section
on the date and at the time stamped herein by me and was duly RECORDED
in the Official Public Records of Kerr County, Texas on

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DARKNESS OF
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- 3 -



DEC 23 1997

Billie G. Meeker
COUNTY CLERK, KERR COUNTY TEXAS

I. PROPERTY:

VOL 0930 PAGE 119

Field notes for 903.38 acres of land, more or less, out of the Francis Arthur Survey No. 35, Abstract No. 1 in Kerr County, Texas (locations and configurations of any original patents, etc. on or adjoining this tract are approximate, said patents, etc. were not researched or located on the ground), and also being all of 909 acres, more or less, called PARCEL NO. 1 and 0.1 acre, more or less, called PARCEL NO. 2 of TRACT NO. B (as said tracts were found to be fenced and/or monumented on the ground) conveyed to George P. Walker, III, recorded in Vol. 253, p. 35 - Kerr County Deed Records; said 903.38 acres of land, more or less, being more particularly described as follows: (All iron pins cited are $\frac{1}{2}$ " diameter, unless otherwise noted). Reference is made to a 24" X 36" plat of 903.38 \pm acres and Lot 28 (3.019 \pm acres) in HERITAGE PARK SUBDIVISION - SECTION TWO recorded in Vol. 4, p. 103 - Kerr County Plat Records dated October, 1997 and November 17, 1997 accompanying these field notes.

BEGINNING at a found $\frac{3}{8}$ " iron pin by fence corner for the northeast corner of this tract and the northeast corner of the above referenced Walker 909 acre tract, said iron pin also being an interior corner on the southwesterly line of the adjoining 682.96 acres, more or less, conveyed to Muller Assets, LTD. recorded in Vol. 922, p. 494 - Kerr County Deed Records and being approximately 684.9 feet south of the northeast corner of said Francis Arthur Survey No. 35.

Thence generally along the meanders of an existing fence along a westerly line of the above referenced Muller Assets, LTD. 682.96 acre tract and the easterly line of this tract,

South 00° 17' 34" West, 830.72 feet to a found iron pin,
South 00° 28' 18" West, 602.65 feet to a found iron pin,
South 00° 09' 17" West, 529.14 feet to a found iron pin,
South 00° 17' 34" West, 1118.78 feet to a found iron pin by

adjoining fence corner,

Vol 0930 PAGE 120

South 00° 10' 57" West, 1820.00 feet to a found iron pin,
South 00° 04' 41" West, 2290.22 feet to a found iron pin, and
South 00° 20' 43" West, 2477.43 feet to a found iron pin
by fence corner for the northeast corner of the adjoining
113.48[±] acres - TRACT 5 conveyed to City South
Management Corp. recorded in Vol. 888, p. 832 - Kerr
County Deed Records and the most easterly southeast corner
of this tract.

Thence generally along the meanders of an existing fence along the
northerly line of the above referenced 113.48 acre tract,

North 89° 03' 22" West, 367.05 feet to a set iron pin,
North 89° 46' 09" West, 917.31 feet to a set iron pin, and
North 89° 34' 17" West, 2731.15 feet to a found iron pin for
the northwest corner of said 113.48 acre tract.

Thence South 00° 26' 28" West, 360.03 feet to a found iron pin, and
South 00° 26' 08" West, at 769.78 feet a found iron pin being
the southwest corner of said 113.48 acre tract and the
northwest corner of the adjoining 90.00 acres, more or
less, conveyed to 2901 West Loop Co., LTD. recorded in
Vol. 824, p. 729 - Kerr County Deed Records, and continuing
along the westerly line of the above referenced
90.00 acre tract, a total distance of 3840.51 feet to a
found iron pin by fence corner on the northerly line of
State Highway No. 27 for the most southerly southeast
corner of this tract and the southwest corner of said
90.00 acre tract.

Thence along the northerly line of State Highway No. 27,
South 88° 40' West, 50.02 feet to a found iron pin by fence
corner for the southwest corner of this tract and the
southeast corner of the adjoining 1.09 acres, more or
less, conveyed to William Lowrance, et ux, recorded in
Vol. 161, p. 525 - Kerr County Deed Records.

Thence generally along the meanders of an existing fence,
 North 00° 26' 08" East, at approximately 98 feet the north-
 east corner of the above referenced Lowrance 1.09 acre
 tract and the southeast corner of the adjoining 40.0
 acres, more or less, conveyed to William Lowrance, et ux,
 recorded in Vol. 124, p. 546 - Kerr County Deed Records,
 and continuing along the easterly line of the above
 referenced Lowrance 40.0 acre tract, a total distance of
 3842.06 feet to a found iron pin by adjoining fence cor-
 ner for the northeast corner of said Lowrance 40.0 acre
 tract and the southeast corner of the adjoining 12.83
 acres, more or less, conveyed to the Veterans Land Board
 of the State of Texas recorded in Vol. 418, p. 559 -
 Kerr County Deed Records.

Thence generally along the meanders of an existing fence,
 North 00° 26' 28" East, 799.33 feet to a found iron pin by
 adjoining fence corner for the northeast corner of the
 adjoining 13.11 acres, more or less, conveyed to the
 Veterans Land Board of the State of Texas recorded in
 Vol. 418, p. 524 - Kerr County Deed Records and the
 southeast corner of the adjoining 113.07 acres, more or
 less, conveyed to Leon McNeese recorded in Vol. 710,
 p. 70 - Kerr County Deed Records, and continuing along
 the easterly line of the above referenced McNeese
 113.07 acre tract,

North 00° 35' 07" East, 2046.26 feet to a set iron pin, and
 North 00° 18' 08" East, 1252.21 feet to a found iron pin by
 adjoining fence corner for the northeast corner of said
 McNeese 113.07 acre tract and the southeast corner of
 the adjoining HERITAGE PARK SUBDIVISION - SECTION TWO
 recorded in Vol. 4, p. 103 - Kerr County Plat Records,

and continuing along the easterly line of the above referenced subdivision,

North 00° 30' 48" East, 504.07 feet to a found 3/8" iron pin,
 North 00° 24' 27" East, 371.21 feet to a found 3/8" iron pin,
 North 00° 22' 26" East, 434.82 feet to a found 3/8" iron pin
 for the southeast corner of the adjoining Lot 28 in
 HERITAGE PARK SUBD. - SECTION TWO, and continuing along
 the easterly line of said Lot 28,

North 00° 20' 51" East, 318.51 feet to a found 3/8" iron pin
 for the northeast corner of said Lot 28, and continuing
 along the easterly line of said subdivision,

North 00° 31' 06" East, 327.07 feet to a found 3/8" iron pin,
 North 00° 16' 37" East, 267.54 feet to a found iron pin,
 North 00° 24' 49" East, 239.57 feet to a found 3/8" iron pin,
 North 00° 30' 12" East, 387.37 feet to a found 3/8" iron pin,
 and

North 00° 24' 39" East, 423.91 feet to a found iron pin by
 adjoining fence corner for the northeast corner of said
 HERITAGE PARK SUBDIVISION - SECTION TWO and the south-
 east corner of the adjoining 18.1 acres, more or less,
 conveyed to Louis W. Zuercher recorded in Vol. 182, p.
 503 - Kerr County Deed Records, and continuing along the
 easterly line of the above referenced Zuercher 18.1 acre
 tract,

North 00° 37' 26" East, 501.59 feet to a found 3/4" pipe for
 the northeast corner of said Zuercher 18.1 acre tract
 and the southeast corner of the adjoining 11.61 acres,
 more or less, conveyed to Gus C. Guerrero, et ux, re-
 corded in Vol. 214, p. 328 - Kerr County Deed Records,
 and continuing along the easterly line of the above
 referenced 11.61 acre tract,

North 00° 35' 01" East, 315.05 feet to a found iron pin by
 adjoining fence corner.

North 00° 35' 31" East, at approximately 24.8 feet the north-

east corner of the above referenced 11.61 acre tract and the southeast corner of the adjoining 105.82 acres, more or less, conveyed to Brian L. Beasley, Craig R. Knight and Lynda Knight recorded in Vol. 923, p. 448 - Kerr County Deed Records, and continuing along the easterly line of the above referenced 105.82 acre tract, a total distance of 452.09 feet to a found iron pin, North 07° 38' 04" West, 216.01 feet to a found iron pin, North 03° 23' 15" West, 44.00 feet to a found iron pin, North 01° 01' 19" West, 127.01 feet to a found iron pin, and North 00° 10' 55" East, 430.79 feet to a found iron pin by

adjoining fence corner for the northeast corner of said 105.82 acre tract and the southeast corner of the adjoining 168.1 acres, more or less, called TRACT I, conveyed to Charles R. Allen, M.D., recorded in Vol.

168, p. 533 - Kerr County Deed Records, and continuing along the easterly line of the above referenced Allen 168.1 acre tract,

North 00° 27' 03" East, 563.89 feet to a found 3/8" iron pin by fence corner for the northwest corner of this tract, the northwest corner of said Walker 909 acre tract and a corner on the westerly line of the previously referenced Muller Assets, LTD. 682.96 acre tract.

Thence generally along the meanders of an existing fence along a southerly line of said Muller Assets, LTD. 682.96 acre tract and the northerly line of this tract,

South 89° 41' 41" East (bearing base used - REF: Vol. 922, p. 494 - Kerr County Deed Records), 4064.81 feet to the PLACE OF BEGINNING.

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BLUFF CREEK RANCH**

STATE OF TEXAS
COUNTY OF KERR

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch (hereafter "Declarations") were filed for record in Volume 930, Page 116 of the Real Property Records of Kerr County, Texas; and

WHEREAS, said Declarations provide for its amendment by consent of at least two-thirds of the Members and the below signed Members, as defined by said Declarations, comprising greater than two-thirds of the Members, have evidenced their consent by signing below.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch is hereby amended as follows:

Article IV, Section 13. Wildlife/Hunting. Delete the provision in whole and replace with following:

"Section 13. Whitetail Deer Harvesting/Hunting. The number and gender of whitetail deer harvested from each Tract shall be accomplished in harmony with Texas Parks and Wildlife recommendations or guidelines based on an annual deer census and in harmony with the Wildlife Management Plan.

Safety and security issues, proper education, and licensing arising from hunting activities and whitetail deer harvesting shall remain the sole responsibility and liability of the owner of the Tract upon which the activity takes place.

The sole purpose of this provision is to protect and continue the existing agricultural use property tax exemption based on a wildlife management and conservation plan common to all Tracts and available to every Tract owner at the time of initial purchase from Declarant. This provision is not intended, nor shall it be interpreted, as an exercise of control over hunting activities on any tract, and does not create a master-servant relationship, nor an agency relationship.

Compliance with this provision does not require harvesting of whitetail deer."

WHEREFORE, PREMISES CONSIDERED, the President of the Bluff Creek Ranch Homeowners Association is hereby directed to forthwith file of record this document of "Amendment To Declaration Of Covenants, Conditions And Restrictions For Bluff Creek Ranch."

Signatures and Acknowledgements of Members:

Filed by & Return to:
William T. Aycock
959 Bluff Creek Rd. N.
Center Point, TX 78010



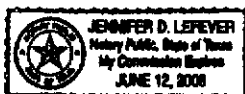
Signature of Member

Owner of Tract 1A

Jennifer Adickes
Jennifer Adickes
 (printed name)

STATE OF TEXAS §
 COUNTY OF Dallas §

BEFORE ME, this the 10th day of June, 2004, the undersigned authority, on this day personally appeared Jennifer Adickes, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that she executed the same for purposes therein expressed.



Jennifer D. Lefever
 Notary Public, State of Texas

Signature of Member:

Owner of Tract _____

 (printed name)

STATE OF TEXAS §
 COUNTY OF _____ §

FILED FOR RECORD
 at 1:17 o'clock A.M.

MAR 10 2005

JANNETT PIEPER

Clerk County Court, Kerr County, Texas
Chya Thompson Deputy

BEFORE ME, this the _____ day of _____, 2004, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.

 Notary Public, State of Texas

Signature of Member

Owner of Tract 1 BSarah M. SneedSARAH M. SNEED

(printed name)

STATE OF TEXAS

§

COUNTY OF TAYLOR

§

§

BEFORE ME, this the 14th day of April, 2004, the undersigned authority, on this day personally appeared Sarah M. Sneed, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that she executed the same for purposes therein expressed.



Kim Watson
Notary Public, State of Texas

Signature of Member

Owner of Tract _____

(printed name)

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, this the _____ day of _____, 2004, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.

Notary Public, State of Texas

Signature of Member:

Owner of Tract 2

VOL **1420** PAC: **328**

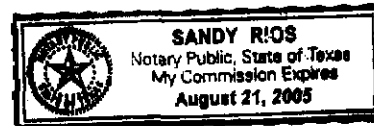
John M. Barnett
JOHN M. BARNETT
(printed name)

STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, this the 26th day of FEBRUARY, 2005, the undersigned authority, on this day personally appeared JOHN M. BARNETT, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that HE executed the same for purposes therein expressed.

Sandy Rios
Notary Public, State of Texas



Signature of Member

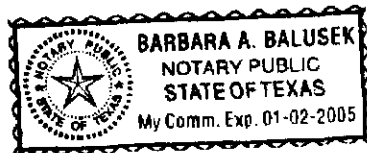
Owner of Tract 4

Donald L. Esbjornson
 (printed name)

STATE OF TEXAS §

COUNTY OF Bexar §

BEFORE ME, this the 7th day of April, 2004, the undersigned authority, on this day personally appeared DONALD L. ESBJORNSON, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.



Barbara A. Balusek
 Notary Public, State of Texas

Signature of Member

Owner of Tract _____

(printed name)

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, this the _____ day of _____, 2004, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.

 Notary Public, State of Texas

Signature of Member:

Owner of Tract

5

David R. Weekley
DAVID R WEEKLEY
 (printed name)

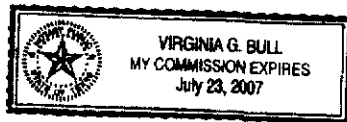
STATE OF TEXAS

§

COUNTY OF KERR

§

BEFORE ME, this the 6 day of April, 2004, the undersigned authority, on this day personally appeared David R Weekley, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that he executed the same for purposes therein expressed.



Virginia G Bull
 Notary Public, State of Texas

Signature of Member:

Owner of Tract

(printed name)

STATE OF TEXAS

§

COUNTY OF

§

BEFORE ME, this the ____ day of _____, 2004, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.

Notary Public, State of Texas

Signature of Member:

Owner of Tract 6

Donald Drinkard

DONALD DRINKARD

(printed name)

STATE OF TEXAS

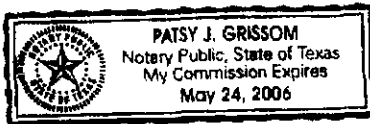
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COUNTY OF Nueces

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BEFORE ME, this the 5th day of April, 2004, the undersigned authority, on this day personally appeared Donald Drinkard, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that he executed the same for purposes therein expressed.



Patsy J. Grissom

Notary Public, State of Texas

Signature of Member

Owner of Tract _____

(printed name)

STATE OF TEXAS

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§

COUNTY OF _____

§

BEFORE ME, this the _____ day of _____, 2004, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.

Notary Public, State of Texas

The sole purpose of this provision is to protect and continue the existing agricultural use property tax exemption based on a wildlife management and conservation plan common to all Tracts and available to every Tract owner at the time of initial purchase from Declarant. This provision is not intended, nor shall it be interpreted, as an exercise of control over hunting activities on any tract, and does not create a master-servant relationship, nor an agency relationship.

Compliance with this provision does not require harvesting of whitetail deer."

WHEREFORE, PREMISES CONSIDERED, the President of the Bluff Creek Ranch Homeowners Association is hereby directed to forthwith file of record this document of "Amendment To Declaration Of Covenants, Conditions And Restrictions For Bluff Creek Ranch."

Signatures and Acknowledgements of Members:

Signature of Member:

Owner of Tract

7

Paula Kay Kyle
Paula Kay Kyle
 (printed name)

STATE OF TEXAS

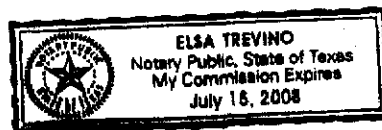
COUNTY OF

KEEL

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BEFORE ME, this the 14th day of Jan, 2005 the undersigned authority, on this day personally appeared Paula Kay Kyle known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.

[Signature]
 Notary Public, State of Texas



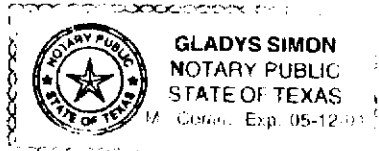
Signature of Member:

Owner of Tract P

James R Perlitz
JAMES R PERLITZ
 (printed name)

STATE OF TEXAS §
 COUNTY OF MERR §

BEFORE ME, this the 2nd day of April, 2004, the undersigned authority, on this day personally appeared James R Perlitz, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that he executed the same for purposes therein expressed.



Gladys Simon
 Notary Public, State of Texas

Signature of Member:

Owner of Tract _____

 (printed name)

STATE OF TEXAS §
 COUNTY OF _____ §

BEFORE ME, this the _____ day of _____, 2004, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.

 Notary Public, State of Texas

Signature of Member:

Owner of Tract 10

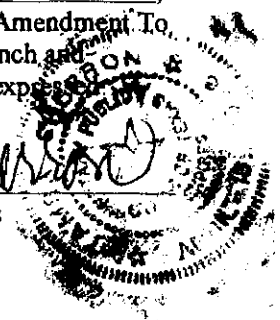
William T. Aycock III
 (printed name)

STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, this the 29 day of June, 2004, the undersigned authority, on this day personally appeared William T. Aycock III known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that he executed the same for purposes therein expressed.

Landra Sherrod
 Notary Public, State of Texas



Signature of Member:

Owner of Tract _____

(printed name)

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, this the _____ day of _____, 2004, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that _____ executed the same for purposes therein expressed.

 Notary Public, State of Texas

Signature of Member:

Owner of Tract 12

Steve R. Augustino
STEVE R. AUGUSTINO
(printed name)

STATE OF TEXAS

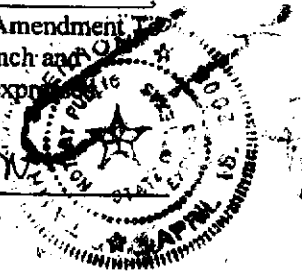
COUNTY OF

Kerr

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BEFORE ME, this the 7th day of March, 2004, the undersigned authority, on this day personally appeared Steve Augustino known to me to be the person whose name is subscribed to the foregoing Amendment, Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that he executed the same for purposes therein expressed.

Lamra Sherron
Notary Public, State of Texas



Signature of Member:

Owner of Tract 13

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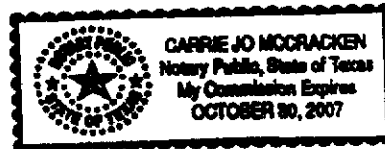
Donald A. Boehmiz
DONALD A. BOEHMIZ
(printed name)

STATE OF TEXAS

COUNTY OF Kerr

BEFORE ME, this the 8th day of March, 2005, the undersigned authority, on this day personally appeared Donald Boehmiz, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that he executed the same for purposes therein expressed.

Carrie Jo McCracken
Notary Public, State of Texas



The sole purpose of this provision is to protect and continue the existing agricultural use property tax exemption based on a wildlife management and conservation plan common to all Tracts and available to every Tract owner at the time of initial purchase from Declarant. This provision is not intended, nor shall it be interpreted, as an exercise of control over hunting activities on any tract, and does not create a master-servant relationship, nor an agency relationship.

Compliance with this provision does not require harvesting of whitetail deer."

WHEREFORE, PREMISES CONSIDERED, the President of the Bluff Creek Ranch Homeowners Association is hereby directed to forthwith file of record this document of "Amendment To Declaration Of Covenants, Conditions And Restrictions For Bluff Creek Ranch."

Signatures and Acknowledgements of Members:

Signature of Member:

Owner of Tract

14

Theresa M. Sayer
Theresa McCarthy Sayer
 (printed name)

STATE OF TEXAS

§

COUNTY OF

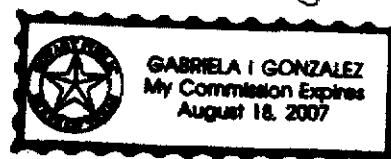
COLLIN

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BEFORE ME, this the 29 day of March, 2004, the undersigned authority, on this day personally appeared Theresa M. Sayer, known to me to be the person whose name is subscribed to the foregoing Amendment To Declaration of Covenants, Conditions and Restrictions for Bluff Creek Ranch and acknowledged to me that she executed the same for purposes therein expressed.

Gabriela I. Gonzalez
 Notary Public, State of Texas



Filmed As
Filed

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

MAR 11 2005



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL *1420* PG *324*
RECORDING DATE

MAR 11 2005



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

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