

## **SHALAKO ESTATES RESTRICTIONS OTHER**

Volume 288, Page 623 and Volume 298, Page 792, Deed Records of Kerr County, Texas; Volume 1188, Page 552, 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.

### **EXCEPTIONS**

- Right of Way Easement to Central Texas Electric Cooperative, Inc., dated April 1, 1977, recorded in Volume 9, Page 548, Easement Records of Kerr County, Texas.
- Right of Way Easement to Central Texas Electric Cooperative, Inc., dated April 1, 1977, recorded in Volume 9, Page 550, Easement Records of Kerr County, Texas.
- Right Of Way Easement to Central Texas Electric Cooperative, Inc., dated February 11, 1981, recorded in Volume 12, Page 805, Easement Records of Kerr County, Texas.
- Right Of Way Easement to Central Texas Electric Cooperative, Inc., dated June 3, 1982, recorded in Volume 14, Page 103, Easement Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from David Van Hoozer, Doris Herring and John A. Van Hoozer, acting as Successor Co-Trustees and in accordance with the terms and provisions of that certain trust instrument dated October 15, 1981, and as amended by that certain amendment to said trust, dated Janaury 18, 1983, and Dorothy Mae Van Hoozer to Paul L. Bushong, dated December 23, 1983, recorded in Volume 288, Page 623, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Easements as per plat recorded in Volume 5, Page 63, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 298, Page 792, Real Property Records of Kerr County, Texas.
- Right Of Way Easement to Central Texas Electric Cooperative, Inc., dated June 26, 1984, recorded in Volume 19, Page 437, Easement Records of Kerr County, Texas.
- Easement to Kerrville Telephone Company dated March 13, 1985, recorded in Volume 20, Page 476, Easement Records of Kerr County, Texas.
- Right Of Way Easement dated October 1, 1984, recorded in Volume 20, Page 621, Easement Records of Kerr County, Texas.
- Right Of Way Easement dated September 27, 1984, recorded in Volume 20, Page 623, Easement Records of Kerr County, Texas. (Lots 1, 8, & 33 only)
- Cablevision Agreement dated May 3, 1985, recorded in Volume 323, Page 465, Real Property Records of Kerr County, Texas.
- Sanitary Control Easement dated November 22, 1985, recorded in Volume 22, page 111, Easement Records of Kerr County, Texas. (Affects those lots lying within 150 feet of the perimeter of Shalako Estates or within 150 feet from the well site.

THE STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

THAT we, DAVID VAN HOOZER, DORIS HERRING and JOHN A. VAN HOOZER, acting as Successor Co-Trustees and in accordance with the terms and provisions of that certain trust instrument dated October 15, 1981, and as amended by that certain amendment to said trust, dated January 18, 1983, said trust and amendment recorded under Clerk's file numbers 840605 and 840606; and DOROTHY MAE VAN HOOZER, a widow, of the County of Kerr, State of Texas, hereinafter referred to as GRANTORS, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to us in hand paid by PAUL L. BUSHONG, of the County of Kerr, State of Texas, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by GRANTEE of his one certain promissory note of even date herewith, in the principal sum of THREE HUNDRED SEVENTY SEVEN THOUSAND EIGHT HUNDRED SIXTY AND NO/100 (\$377,860.00) DOLLARS, payable to the CHAS. SCHREINER BANK of Kerrville, Texas, as provided in said note and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to JOE BURKETT, JR., Trustee, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the above named GRANTEE, all of the following described real property in Kerr County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being all of a certain tract or parcel of land comprising approximately 11.36 acres out of M. F. Bouzano Survey No. 564, Abstract No. 35 and 98.68 acres out of G.C. & S.F. Ry. Co. Survey No. 1767, Abstract No. 981, both surveys in Kerr County, Texas; part of that land conveyed as 884-1/3 acres from J. M. Howell, et ux, to F. R. Vanhoozer, et ux, by a Warranty Deed with Vendor's Lien executed the 4th day of December, 1935 and recorded in Volume 58 at Page 515 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked with a 1/2" iron stake for a reentrant corner of the herein described tract and of said 884-1/3 acre tract, the southwest corner of Survey No. 565 and a reentrant corner of said Survey No. 1767;

THENCE, along a fence and the occupied easterly north line of said 894-1/3 acre tract, East, at approximately 758 ft. passing the northwest corner of said Survey No. 514, at approximately 1293 ft. passing the west bank of Goat Creek, then continuing for a total distance of 1314.89 ft. to an unmarked corner in the approximate centerline of said Goat Creek for the easterly northwest corner of the herein described tract;

THENCE, with the said centerline of Goat Creek, S. 01° 13' E., 325.00 ft. to an unmarked corner for a reentrant corner for a reentrant corner of the herein described tract;

THENCE, S. 73° 02' E., at approximately 23 ft. passing the east bank of said Goat Creek, then continuing for a total distance of 99.82 ft. to a 1/2" iron stake in a fence line in the occupied westerly right-of-way line of the "old" Goat Creek Road for an easterly corner of the herein described tract;

THENCE, along a fence and the said occupied westerly right-of-way line of Goat Creek Road: S. 04° 12' W., 207.54 ft. to an anglepost and 1/2" iron stake; S. 12° 06' W., 129.93 ft. to an anglepost and 1/2" iron stake; and S. 03° 23' W., 228.98 ft. to a fence corner post and 1/2" iron stake for the southeast corner of the herein described tract;

THENCE, S. 89° 15' W., at approximately 57 ft. passing the said east bank of Goat Creek, then crossing said creek at approximately 94 ft. passing the said west bank of Goat Creek, then continuing for a total distance of 185.72 ft. to an existing 1/2" bolt at or near a fence cornerpost for a southerly corner of the herein described tract;

THENCE, along or near a fence, N. 01° 38' W., 147.86 ft. to a fence cornerpost marked with a 1/2" bolt;

THENCE, along or near a fence, S. 89° 09' W., at approximately 414 ft. passing a fence cornerpost in the occupied common line between said Surveys Nos. 565 and 1767, then continuing along a line of old fence posts for a total distance of 920.99 ft. to a cornerpost and 1/2" iron stake;

THENCE, S. 89° 01' W., 128.29 ft. to a 1/2" iron stake;

THENCE, N. 01° 08' E., 185.75 ft. to a 1/2" iron stake;

THENCE, N. 74° 14' W., 311.91 ft. to a 1/2" iron stake;

THENCE, S. 39° 16' W., 488.73 ft. to a 1/2" iron stake;

THENCE, N. 56° 30' W., 183.73 ft. to a 1/2" iron stake;

THENCE, S. 85° 23' W., 580.09 ft. to a fence anglepost marked with a 1/2" iron stake;

THENCE, along or near said fence: N. 63° 04' W., 514.56 ft. to an anglepost and 1/2" iron stake; and N. 83° 27' W., 1151.12 ft. to a fence cornerpost marked with a 1/2" iron stake for the southwest corner of the herein described tract;

THENCE, along or near a fence, N. 11° 50' E., 1194.84 ft. to a 1/2" iron stake for the northwest corner of the herein described tract;

THENCE, not along a fence: S. 89° 37' E., at 1198.59 ft. passing a 1/2" iron stake, then continuing for a total distance of 1560.11 ft. to a 1/2" iron stake; N. 87° 51' E., 373.36 ft.; and N. 85° 49' E., 811.87 ft. to a 1/2" iron stake in a fence line, the occupied common line between said Surveys Nos. 1767 and 565 for the northerly northeast corner of the herein described tract;

THENCE, along or near said fence, the said occupied common line between said Surveys Nos. 1767 and 565, S. 00° 02' E., 748.30 ft. to the PLACE OF BEGINNING, containing 107.96 acres of land, more or less, within these metes and bounds.

Field notes description prepared after an actual survey on the ground on December 18, 1983, by Lee C. Voelkel, Registered Public Surveyor No. 3909, County Surveyor for Kerr County, Texas.

There is hereby EXCEPTED and RESERVED unto GRANTORS, their heirs and assigns:

1. An undivided one-half (1/2) of all of the oil, gas and other minerals in and under and that may be produced from the above described land, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operation and developing said lands for oil, gas and other minerals and removing the same therefrom.
2. The free and uninterrupted use and easement of passing in and along a certain passageway or road across the said premises, and being all of a certain sixty (60) ft. wide strip of land for roadway purposes upon, over and across a certain 107.96 acre tract of land out of 89 1/3 acres conveyed from J. M. Howell, et ux to F. R. Van Hoozer, et ux, by Warranty Deed executed the 4th day of December, 1935, and recorded in Volume 58 at Page 515 of the Deed Records of Kerr County, Texas; said sixty (60) ft. wide road easement shall be located within 500 feet west of the northerly east line, within 500 feet south of the easterly North line, and within 500 feet west of the most easterly line of said 107.96 acre tract, and to use such passageway or road at all times in common with GRANTEE, his heirs and assigns.

And further, subject to, however, that no part, parcel or any portion of the above described land shall ever be used for the purpose of the installation of any mobile home and/or trailer, modular home, pre-fab home, or any like construction.

This conveyance is made and accepted subject to an easement to Mae Katherine Jones from Dorothy Van Hoozer recorded in Volume 16, page 248, Easement Records of Kerr County, Texas.

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

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

The CHAS. SCHREINER BANK of Kerrville, Texas, at the instance and request of the GRANTEE herein, has advanced and paid in cash to the GRANTORS herein that portion of the purchase price of the herein described property as evidenced by the hereinbefore described \$377,860.00 note; therefore, the vendor's lien, together with the Superior Title to said property, is retained herein for the benefit of the CHAS. SCHREINER BANK of Kerrville, Texas, and the same are hereby TRANSFERRED and ASSIGNED to the CHAS. SCHREINER BANK of Kerrville, Texas.

EXECUTED this the 23rd day of December, 1983.

David Van Hoozer

David Van Hoozer, Successor Co-Trustee

Doris Herring

Doris Herring, Successor Co-Trustee

John A. Van Hoozer

John A. Van Hoozer, Successor Co-Trustee

Dorothy Mae Van Hoozer

Dorothy Mae Van Hoozer, a widow

ADDRESS OF GRANTEE:

Mr. Paul L. Bushong  
402 Forest Ridge  
Kerrville, Texas 78028

FILED FOR RECORD

4:09 PM P. 11

JAN 3 1984

PATRICIA OYE  
Notary Public, Kerr County, Texas  
D. M. OYE

THE STATE OF TEXAS

VOL 288 PAGE 627

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared  
DAVID VAN HOOZER, as Successor Co-Trustee, 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, on this the 23rd day  
of December, 1983.

*Nancy Kimball Leonard*  
Notary Public in and for The State of Texas  
Nancy Kimball Leonard  
My Commission Expires: 12/29/88

THE STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, the undersigned authority, on this day personally appeared  
DORIS HERRING, as Successor Co-Trustee, known to me to be the person whose  
name is subscribed to the foregoing instrument, and acknowledged to me that she  
executed the same for the purposes and consideration therein expressed, and in  
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 25th day  
of December, 1983.


*Judy H. Spire Westcott*  
Notary Public in and for The County of Tulsa  
The State of Oklahoma  
Judy H. Spire Westcott  
My Commission Expires: July 26, 1984

THE STATE OF TEXAS  
COUNTY OF KERR

VOL 288 PAGE 628

BEFORE ME, the undersigned authority, on this day personally appeared  
JOHN A. VAN HOOZER, as Successor Co-Trustee, 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, on this the 23rd day  
of December, 1983.

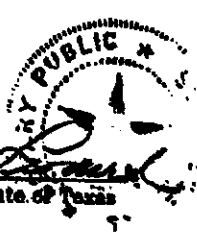
  
Nancy Kimball Leonard  
Notary Public in and for the State of Texas  
Nancy Kimball Leonard

My Commission Expires: 12/29/86

THE STATE OF TEXAS  
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared  
DOROTHY MAE VAN HOOZER, known to me to be the person whose name is sub-  
scribed to the foregoing instrument, and acknowledged to me that she executed  
the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 23rd day  
of December, 1983.

  
Nancy Kimball Leonard  
Notary Public in and for the State of Texas  
Nancy Kimball Leonard

My Commission Expires: 12/29/86

<sup>Lo R.C.</sup>  
WARRANTY DEED WITH  
VENDOR'S LIEN

DAVID VAN HOOZER, ET AL  
*Co. Trustee*  
TO

PAUL L. BUSHONG

FILED FOR RECORD

*4:09 P.M.*

JAN 3 1984

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

Please Return to:  
Paul L. Bushong  
402 Forest Ridge  
Kerrville, TX 78028

LEONARD AND SHANE  
ATTORNEYS AND COUNSELORS AT LAW  
Post Office Box 1188  
318 WEST MAIN STREET  
KERRVILLE, TEXAS 78028

Filed By: \_\_\_\_\_  
KERR COUNTY ABSTRACT CO., INC.

Filed for record January  
Recorded January 5th, 1984  
PATRICIA DYE, Clerk

3rd, 1984 at 4:09 o'clock P M  
By *Mary C. Hansen* Deputy



**5371**      RESTRICTIONS  
             SHALAKO ESTATES

A Subdivision in Kerr County, Texas  
Recorded in Vol. 5, Page 63, Kerr County Plat Records

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the permanent value and the desirability of, to promote and protect the rights of the people to PRIVATE OWNERSHIP OF LAND, and which shall run with the real property and shall be binding upon, and shall inure to the benefit of, all parties having any rights, title, or interest in or to the above described property or any part thereof and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof and the seller (Grantor).

I.

USE RESTRICTIONS

1. Non-Commercial Use of Lots. None of said lots, or the improvements erected thereon, shall be used for any purpose other than private single family residence with the usual and customary accessory buildings such as, but not limited to, garage, guest cottage and servants' quarters. No lot, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an owner from rendering professional services of a purely personal nature as long as such services do not attribute to the lot any appearance of a commercial or non-residential use.

2. Construction of Buildings and Other Structures. All buildings and structures on each lot shall be of new construction and architecturally in harmony with the primary residential buildings. No unpainted sheet metal or fiberglass structures shall be placed on any of said lots for use as an accessory building. No tent, house trailer, or temporary structure of any character may be placed, constructed or maintained on any of said lots. No mobile homes or modular homes shall be permitted on any of said lots. Motor Homes and travel trailers may be stored under certain conditions, however, they shall not be used as a residence nor can they be hooked up to sanitary facilities. No unpainted metal roofs shall be permitted on any lot herein. All roofs must be medium to dark in color. No garage shall face any street in this subdivision.

3. Size of Building and Structures. Not more than one primary residence shall be constructed on any of said lots. In no event shall any residence be erected on any of said lots having a living area of less than 1400 square feet, exclusive of porches, garages or other appendages, nor which is less than fifty per cent (50%) masonry construction. An attached garage with the capacity for two or more automobiles is required on each lot.

4. Set Back Requirements. No building, or other structure shall be constructed on any lot nearer than fifty (50') feet from any street, or fifteen (15') feet from any side property line.

5. The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as "Committee". The Committee shall determine if the plans and specifications for any fence or structure on any lot meet the requirement of these Restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Committee shall establish. No construction may begin until a plat plan and plans and specifications have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter, and, if not, such approval shall be automatically withdrawn. The building of any approved structure must be completed within eight (8) months of commencement of construction. The Committee shall designate the streets and roads onto which access from each lot must be located and no other access shall be permitted. Construction plans and specification shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors. Said Architectural Control Committee shall consist of three (3) members, the same being Paul L. Bushong, Perry Bushong and Rosalind Bushong. Should one or more of them fail or refuse to serve, then the remaining member(s) shall appoint a substitute or alternate member(s) to serve in his/her place.

6. Rules and Regulations. The Committee is authorized to establish additional rules and regulations for all lots, the activities being conducted therein, the improvements to be constructed thereon and the use thereof, not inconsistent with the provisions hereof, the same shall be enforced in the same manner as provided herein. The Committee may approve any variance from any provision or term hereof upon written application for same. The decision of the Committee shall be absolutely binding upon all owners and the applicant for a variance. The actions taken by the Committee as required herein shall be stated in writing within thirty (30) days of receipt of plans and specifications, application for variance or other request for action. In the event the Committee fails to act and advise in writing then written approval will not be required provided the applicant notifies the Committee in writing, certified mail, return receipt requested, that at the expiration of fifteen (15) days following receipt of said notice that the Covenants will be presumed to have been fully complied with unless the Committee takes actions as required under these Covenants. Plans and specifications or other requests for action shall be deemed to be properly submitted to the Committee if delivered in person or forwarded by mail, certified, return receipt requested, addressed to the Committee at the registered office of the Committee. The residence or buildings, however, must be constructed in compliance with all of the other provisions hereof.

7. Animals and Hunting. No animals other than domestic pets shall be permitted on any of said lots.

No hunting or discharge of firearms is permitted on any lot in this subdivision.

8. Sanitation and Sewage. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

9. Signs. No sign or advertising device may be displayed on any lot except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.

10. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any lot, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines of the lot. No noxious or undesirable thing or use whatsoever shall be permitted on any lot. The Committee shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.

11. Subdividing. No lot, as that term is defined herein, may be re-subdivided by the owner, except as follows:

Lot No Twenty-one (21) may be re-subdivided into two (2) parcels.

12. Drilling. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot.

13. Covenants Running With the Land. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any lot, tract or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions. These Restrictions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty-one per cent (51%) of the lots as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

A copy of any change or amendment to these Restrictions shall be forwarded by prepaid mail to all owners by the

Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

EXECUTED this 22nd day of June, A.D. 1984.

Paul L. Bushong  
PAUL L. BUSHONG

Terry Bushong  
PERRY BUSHONG

Rosalind Bushong  
ROSALIND BUSHONG

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared PAUL L. BUSHONG, 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 the 22nd day of June, A.D. 1984.



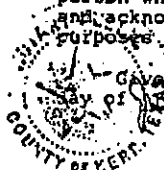
Gertrude B. Andrus  
Notary Public in and for  
Kerr County, Texas  
GERTRUDE B. ANDRUS  
Notary Public Kerr County, Texas  
My Commission Expires 6-30-84

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared PERRY BUSHONG, 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 the 22nd day of June, A.D. 1984.



Gertrude B. Andrus  
Notary Public in and for  
Kerr County, Texas  
GERTRUDE B. ANDRUS  
Notary Public Kerr County, Texas  
My Commission Expires 6-30-84

THE STATE OF TEXAS §

THE COUNTY OF KERR §

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

Given under my hand and seal of office this the 22nd day of June, A.D. 1984.



Elizabeth Virdeell  
Notary Public in and for  
Kerr County, Texas  
ELIZABETH VIRDELL  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 2/14/88

5371.  
Restrictions  
Shalako Estates  
to  
the Public

FILED FOR RECORD  
at 4:43 o'clock P.M.  
JUN 25 1984  
PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
By Debra Wilson Deputy

Return to:  
Pollard, Mosty, & Schiwetz  
Attorneys at Law  
951 Main St.,  
Kerrville, Texas 78028

Filed for record June 25, 1984 at 4:43 o'clock P. M.  
Recorded July 2, 1984  
PATRICIA DYE, Clerk  
By Debra Wilson Deputy

The State of Texas:

03961

County of Kerr:

AMENDMENT TO RESTRICTIONS

SHALAKO ESTATES

WHEREAS, reference is hereby made to those certain RESTRICTIONS dated June 22, 1984 as recorded in volume 298, page 792 the Deed Records of Kerr County Texas; and,

WHEREAS, reference is hereby made to article 2 of said RESTRICTIONS relating, among other matters, to permissible Buildings and Other Structures on said lots; and,

WHEREAS, reference is also made to article 5 of said RESTRICTIONS relating to member composition of the Architectural Control Committee; and,

WHEREAS, reference is also made to article 6 of the aforesaid RESTRICTIONS which permits the Architectural Control Committee to establish additional rules and regulations for all lots.

NOW THEREFORE, in accordance with article 13 of said RESTRICTIONS, we the undersigned owners of greater than fifty-one percent (51%) of the lots of said captioned SHALAKO ESTATES do hereby:

1. AMEND article 2 of said Restrictions to add the following provisions:

"The following type vehicles may occasionally be stored/parked outside for up to 48 hours: motor homes/recreational vehicles, boats and associated trailers, horse trailers, construction equipment, buses, large trucks and other vehicles not normally stored at a residence."

"Carports and exterior additions to existing structures require the approval of the Architectural Control Committee. A carport does not relieve the basic Restrictions that require a two-car garage."

2. AMEND article 5 of said Restrictions to provide that the three (3) prior members of this Architectural Control Committee are replaced by the three (3) resident members of Shalako Estates subdivision, whose names are identified below, and who shall simultaneously hereby join with the current members of the Architectural Control Committees of i) Shalako Estates Addition I subdivision (comprised of lots 1-8) and ii) Shalako Estates Addition I, Phase 2 subdivision (comprised of lots 9-12) to form one Joint Architectural Control Committee comprised of a total of five (5) members, being three (3) from Shalako Estates and one (1) each from Shalako Estates Addition I and Shalako Estates Addition I, Phase 2. This Joint Architectural Control Committee shall function in the same manner as provided in the referenced Restrictions, as herein amended.

The current members of the Joint Architectural Control Committee are:

Riley T. Kerr	Shalako Estates
Dorothy J. Newby	Shalako Estates
F. Daniel Harvey	Shalako Estates
Ray A. Baldwin	Shalako Estates Addition I
Marion C. Watkins	Shalako Estates Addition I Phase 2

The names of successor members of the Committee shall be posted on the Shalako Estates bulletin board at the entrance mailboxes.

3. AMEND article 6 of said Restrictions to add the following provision:

"No Committee member shall participate in discussions or decisions involving property in which said member (or family) have an economic interest."

EXCEPT as herein amended, all other rules and regulations of the Restrictions shall remain unchanged.

Executed this 7th day of May, 2002.

Alma Helbig Hobson  
Alma Helbig Hobson

Dorinda K. Mays  
Dorinda K. Mays

Jimmy L. Mays  
Jimmy L. Mays

Janet C. Doades  
Janet C. Doades

L. W. Keeler  
L. W. Keeler

Peggy S. Keeler  
Peggy Keeler

Gerald G. Yokom  
Gerald G. Yokom

Danielle D. Yokom  
Danielle D. Yokom

F. Daniel Harvey  
F. Daniel Harvey

Lora F. Harvey  
Lora F. Harvey

Riley T. Kerr  
Riley T. Kerr

Sue Kerr  
Sue Kerr

Joe L. Holmes  
Joe L. Holmes

Marjorie K. Holmes  
Marjorie K. Holmes

Dorothy J. Newby  
Dorothy J. Newby

Bobby J. Newby  
Bobby J. Newby

THE STATE of TEXAS:

THE COUNTY OF KERR:

BEFORE ME, the undersigned authority, personally appeared F. DANIEL HARVEY and LORA F. HARVEY, ALMA HELBIG HOBSON, RILEY T. KERR and SUE KERR, DORINDA K. MAYS and <sup>Jimmy</sup> ~~JOHNNY~~ L. MAYS, JANET C. DOADES, JOE L. HOLMES and MAJORIE K. HOLMES, L.W. KEELER and PEGGY KEELER, BOBBY J. NEWBY and DOROTHY J. NEWBY, GERALD G. YOKOM and DANIELE D. YOKOM, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 7th day of May 2002.



*Harry M. Cooper, III*  
Notary Public in and for Kerr County, Texas

*Filed by & Return L: 7:00  
Ray A. Baldwin  
120 Thunder Rd.  
Kerrville, TX. 78028*

FILED FOR RECORD  
at 1:35 o'clock P.M

MAY 08 2002

JANNETT PIEPER  
Clerk County Court, Kerr County, Texas  
*J. M. Pieper*  
Deputy



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 }

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

MAY 09 2002



*Janett Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*  
VOL. *1188* PG *552*  
RECORDING DATE

MAY 09 2002



*Janett Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS

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