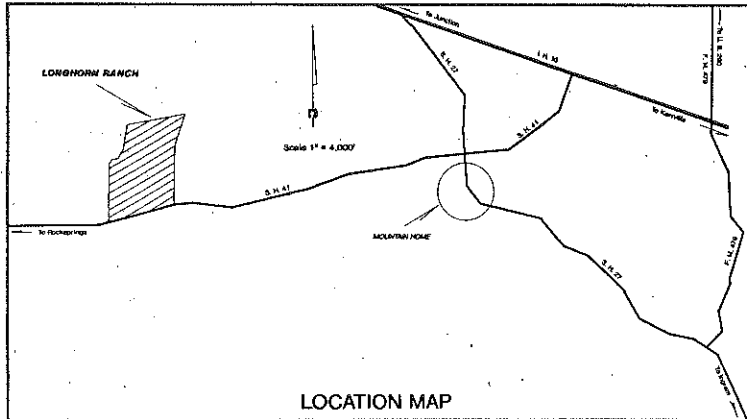


LONGHORN RANCH

A SUBDIVISION OF 649.75 ACRES OF LAND, MORE OR LESS, OUT OF VARIOUS ORIGINAL PATENT SURVEYS AS SHOWN HEREON, IN KERR COUNTY, TEXAS



LOCATION MAP

PATENT SURVEY ACRES

SURVEY NO.	NAME	ABSTRACT NO.	ACRES
1122	W. W. SPROWL	1451	158.56
1949	J. E. LACKEY	1914	8.17
1344	W. W. SPROWL	1689	483.02

NOTES

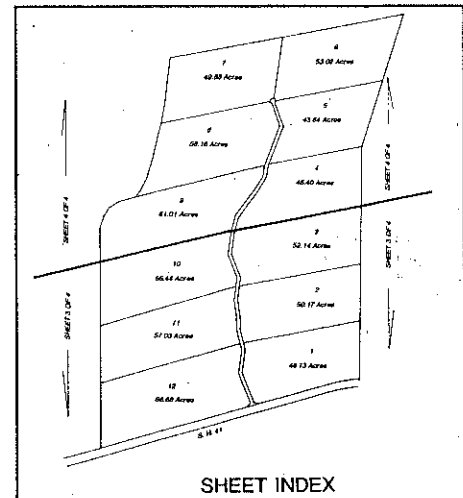
1. ALL LOT/TRACT CORNERS ARE MARKED WITH IRON STAKES OR CONCRETE RIGHT-OF-WAY MARKERS.
2. ALL ROADS HAVE A SIXTY (60) FOOT RIGHT-OF-WAY; ALL CUL-DE-SACS HAVE A FIFTY (50) FOOT RADIUS.
3. ALL WELLS WILL BE LOCATED A MINIMUM OF ONE HUNDRED FIFTY (150) FEET FROM ANY LOT/TRACT LINE OR EXISTING OR PROPOSED ON-SITE WASTE DISPOSAL SYSTEM.
4. NONE OF THE TRACTS IN THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN AS DESIGNATED ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP.

UTILITY EASEMENT

GRANTED UNTO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., A CORPORATION WHOSE POST OFFICE ADDRESS IN FREDERICKSBURG, TEXAS AND ITS SUCCESSORS OR ASSIGNS AN EASEMENT AS FOLLOWS: CHANDLER HEREIN RETAINS FEUDAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THEREON, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN FEET (10') OF THE ROAD, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREET, ALLEYS, BOULEVARDS, LANES, AND ROADS OF THE SUBDIVISION, AND TEN FEET (10') ALONG THE OTHER BOUNDARIES OF ALL STREETS, BOULEVARDS, LANES, DRIVES AND ROADS, WHERE PROPERTY LINES OF INDIVIDUAL LOTS AND/OR TRACTS ARE DEEDED TO THIS CENTER LINE OF SAID AVENUES AND TWENTY FEET (20') ALONG THE ENTIRE PERIMETER (BOUNDARY) OF SAID SUBDIVISION AND WITH THE AUTHORITY TO PLACE, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE OR SYSTEM. THE EASEMENT RIGHTS HEREIN RESERVED INCLUDE THE PRIVILEGES OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREA OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS THEREON SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL RIGHTS AND BENEFITS NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE RIGHT TO INGRESS TO, AND TO EGRESS FROM SAID RIGHT-OF-WAY AND EASEMENT, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATION. THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY OR ALL LIMBS, BRANCHES, OR SNAPS THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT-OF-WAY FOR NEW CONSTRUCTION, OR MAINTENANCE OF ANY LINES CONSTRUCTED ON THE PROPERTY.

SPECIAL NOTATION

IT IS SPECIFICALLY UNDERSTOOD THAT THESE ARE PRIVATE STREETS AND PRIOR TO ACCEPTANCE OF THE STREETS IN THIS SUBDIVISION BY KERR COUNTY, THAT SUCH STREETS MUST BE IMPROVED TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KERR COUNTY, TEXAS, AT THE TIME OF SUCH SUBMISSION FOR ACCEPTANCE AND THAT THE COST OF SUCH IMPROVEMENTS TO THE STREETS WILL BE THE SOLE RESPONSIBILITY OF THE THEN OWNERS OF THE TRACTS IN THE SUBDIVISION.



SHEET INDEX

DECEMBER, 1990

Longhorn Ranch
Kerr County, Texas, Volume: 6, Page: 45

VOLUME 6, PAGE 45

I HEREBY CERTIFY THAT THE SUBDIVISION PLATTED HEREON MEETS WITH THE APPROVAL OF KERR COUNTY TELEPHONE CO-OP REGARDING UTILITY LINES.

Barry G. Williams 12-14-1990
DIRECTOR DATE

I HEREBY CERTIFY THAT THIS SUBDIVISION, LONGHORN RANCH, MEETS WITH THE APPROVAL OF KERR COUNTY TELEPHONE CO-OP REGARDING UTILITY LINES.

Barry G. Williams 12-14-1990
DIRECTOR DATE

I HEREBY CERTIFY THAT THIS SUBDIVISION, LONGHORN RANCH, MEETS WITH THE APPROVAL OF CENTRAL TEXAS ELECTRIC COOPERATIVE, INC. REGARDING UTILITY LINES.

Barry G. Williams 12-14-1990
DIRECTOR DATE

CENTRAL TEXAS ELECTRIC CO-OP, INC.

A PERMIT TO CONSTRUCT IS NOT REQUIRED FOR AN ON-SITE SEWAGE DISPOSAL SYSTEM OF A SINGLE RESIDENCE THAT IS LOCATED ON A LAND TRACT THAT IS 20 ACRES OR LARGER IN WHICH THE FIELD LINE OF A SEWAGE DISPOSAL SYSTEM IS NOT CLOSER THAN 100 FEET OF THE PROPERTY LINE. EXCEPT FOR THE ON-SITE SEWAGE DISPOSAL SYSTEM ON A SINGLE RESIDENCE MUST BE RETAINED WITHIN THE SPECIFIED LIMITS, A VIOLATION MAY NOT BE CREATED, AND THE DRAINAGE MAY NOT BE ALTERED.

Barry G. Williams 1-10-91
DIRECTOR DATE

KERR COUNTY ENVIRONMENTAL HEALTH DEPT.

STATE OF TEXAS
COUNTY OF KERR

I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, EXCEPT NO SURVEY WAS MADE TO REESTABLISH EXISTING SURVEY LINES OR CORNERS; AND THAT ALL PROPERTY CORNERS ARE AS SHOWN.

DATED THIS 14th DAY OF December, 1990.

Barry G. Williams
DIRECTOR DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1537



PRIVATE ROAD EASEMENTS

THE STREETS AND RIGHTS-OF-WAY THEREFOR ARE PRIVATE STREETS AND EASEMENTS, AND ACCORDINGLY, HIGHPOINTS AT RIVERHILL CORP., THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HEREON EXPRESSLY RESERVES AND RETAINS UNTO ALL CURRENT AND SUBSEQUENT OWNERS OF TRACTS OF THE SUBDIVISION, A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSES OF INGRESS AND EGRESS OVER, ACROSS AND UPON ALL THE STREETS SHOWN ON THIS PLAT AND AS HEREIN SPECIFICALLY DESCRIBED BY METES AND BOUNDS. THE USE BY CURRENT AND SUBSEQUENT OWNERS OF THE TRACTS OF THE SUBDIVISION OF THE EASEMENTS HEREIN RESERVED SHALL BE NON-EXCLUSIVE AND IN CONJUNCTION WITH EACH OTHER AND WITH THE HIGHPOINTS AT RIVERHILL CORP., ITS SUCCESSOR AND ASSIGNS, AND ACCORDINGLY THE HIGHPOINTS AT RIVERHILL CORP. RESERVES AND RETAINS THE RIGHT TO CONVEY SIMILAR RIGHTS AND EASEMENTS TO SUCH OTHER PERSONS AS IT MAY DEEM PROPER, TO USE THE STREETS AND RIGHTS-OF-WAY THEREFOR AS SHOWN ON THIS PLAT AND TO DEDICATE ALL OR ANY PART OF THE SURFACE OF THE PROPERTY AFFECTED BY THIS EASEMENT TO KERR COUNTY OR TO ANY CITY FOR USE AS A PUBLIC STREET OR ROAD. IT IS SPECIFICALLY UNDERSTOOD THAT PRIOR TO ACCEPTANCE OF THE STREETS IN THIS SUBDIVISION BY KERR COUNTY, THAT SUCH STREETS MUST BE IMPROVED TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KERR COUNTY, TEXAS, AND THAT THE COST OF SUCH IMPROVEMENTS TO THE STREETS WILL BE THE SOLE RESPONSIBILITY OF THE THEN OWNERS OF THE TRACTS IN THE SUBDIVISION.

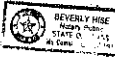
Barry G. Williams
DIRECTOR DATE

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID M. CUMMINGS, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF December, 1990.

Barry G. Williams
DIRECTOR DATE



THE DESIGNATED COUNTY OFFICIAL OF KERR COUNTY, TEXAS, HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE COUNTY AS TO WHICH HIS APPROVAL IS REQUIRED.

W. J. Stacy
DESIGNATED COUNTY OFFICIAL

THIS PLAT OF LONGHORN RANCH HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS' COURT OF KERR COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COURT.

DATED THIS 14th DAY OF January, 1991.

W. J. Stacy
COUNTY JUDGE

APPROVED BY THE COMMISSIONERS' COURT OF KERR COUNTY, TEXAS ON THE 14th DAY OF January, 1991 BY ORDER NO. 20045
FILED FOR RECORD ON THE 14th DAY OF January, 1991 AT 12:30 O'CLOCK P. M.

RECORDED ON THE 14th DAY OF January, 1991 AT 12:30 O'CLOCK P. M. IN VOLUME 6, PAGE 45, 46, 47 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS.

Barry G. Williams
DIRECTOR DATE

UTILITY EASEMENT

GRANTED UNTO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., A CORPORATION WHOSE POST OFFICE ADDRESS IS FREDERICKSBURG, TEXAS AND ITS SUCCESSORS OR ASSIGNS AN EASEMENT AS FOLLOWS: GRANTORS HEREBY OBTAIN PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THEREON, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN FEET (10') OF THE SEAR, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREET, ALLEYS, BOULEVARDS, LANES, AND ROADS OF THE SUBDIVISION, AND TEN FEET (10') ALONG THE OTHER BOUNDARIES OF ALL LOTS AND/OR TRACTS, LINES, DRIVES AND ROADS, WHERE PROPERTY LINES OF INDIVIDUAL LOTS AND/OR TRACTS ARE GRANTED TO THE CENTER LINE OF SAID AVENUES AND TWENTY FEET (20') ALONG THE ENTIRE PERIMETER (BOUNDARY) OF SAID SUBDIVISION AND WITH THE AUTHORITY TO PLACE, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE ON SYSTEM. THE EASEMENT RIGHTS HEREIN RESERVED INCLUDE THE PRIVILEGE OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID RIGHT-OF-WAY WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREA OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES IN THEIR EMPLOYEES SHALL HAVE ALL RIGHTS AND PRIVILEGES NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE RIGHT TO INCREASE TO, AND TO REDUCE FROM SAID RIGHT-OF-WAY AND EASEMENT, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATION; THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY ON ALL LINES, UNDERGROWTH, BRANCHES OR BUSH THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT-OF-WAY FOR NEW CONSTRUCTION, OR MAINTENANCE OF ANY LINES CONSTRUCTED ON THE PROPERTY.

UTILITY EASEMENT

UTILITY EASEMENTS ARE HEREBY GRANTED TEN (10) FT. IN WIDTH ALONG AND ADJUTING ALL SIDE INTERIOR LOT LINES AND NEAR LOT LINES FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC UTILITY LINES, WIRES, UNDERGROWTH, AND ANY APPURTENANCES THEREON THAT MAY BE REQUIRED TO PROVIDE SERVICE TO THIS SUBDIVISION. THE EASEMENT RIGHTS HEREIN RESERVED INCLUDE THE PRIVILEGE OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY COMPANY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION.

NOTES

1. ALL LOT/TRACT CORNERS ARE MARKED WITH IRON STAKES OR CONCRETE RIGHT-OF-WAY MARKERS.
2. ALL PLOTS HAVE A SIXTY (60) FOOT RIGHT-OF-WAY; ALL CUL-DE-SACS HAVE A FIFTY (50) FOOT RADIUS.
3. ALL WELLS WILL BE LOCATED A MINIMUM OF ONE HUNDRED FIFTY (150) FEET FROM ANY LOT/TRACT LINE OR EXISTING OR PROPOSED ON-SITE SEWAGE DISPOSAL SYSTEM.

DECEMBER, 1990

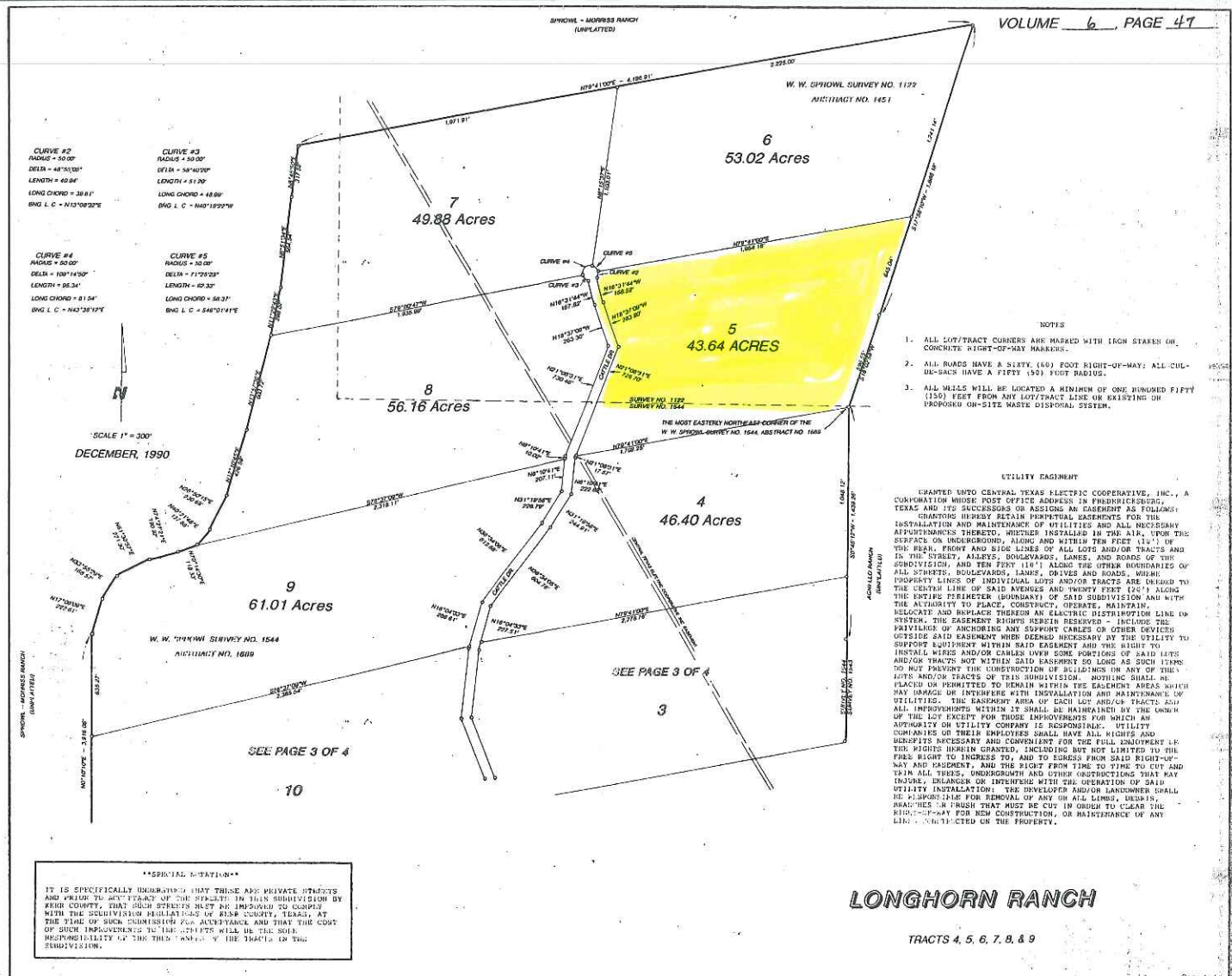
LONGHORN RANCH

NOTES AND CERTIFICATIONS

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Kerr County, Texas, Volume: 6, Page: 47



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR
LONGHORN RANCH
KERR COUNTY, TEXAS

F 1146

VOL 582 PAGE 232

THIS DECLARATION, made this 28th day of January, 1991 by Highpointe at Riverhill Corp., dba Longhorn Ranch, a Texas corporation ("Declarant");

WITNESSETH:

A. Declarant is the owner of the real property described in Exhibit "A", attached hereto and referred to in Section 1 of this Declaration, and desires to create thereon a ranch development for agricultural purposes.

B. Declarant further desires to provide for the preservation of the values and amenities of said ranch and property and for the maintenance thereof; and, for such purposes, Declarant desires to subject the real property described in Exhibit "A", attached hereto, and referred to in Section 1, together with such additions as may hereafter be made thereto (as provided in Section 1), to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof.

C. Declarant will cause the Longhorn Ranch Owners Association to be incorporated as a non-profit corporation under the laws of the State of Texas, to which corporation will be delegated and assigned the powers of maintaining and administering the properties and facilities administering and enforcing the covenants, conditions and restrictions, and collection and disbursing the assessments and charges as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property referred to in Section 1, and such additions thereto as may hereafter be made pursuant to Section 1 hereof, are 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;

1. Definitions. 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 the Longhorn Ranch Owners Association. The principal office of the Association shall be 190 Fairway Drive, Kerrville, Texas 78028. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the property described herein which shall hereafter be designated by Declarant.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Properties" shall mean and refer to Tracts 1-12, Longhorn Ranch, a subdivision in Kerr County, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the following provisions:
 - (i) If Declarant is the owner of any property which it desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that any additions made pursuant hereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.
- (d) "Member" shall mean and refer to Declarant and each owner of a fee simple interest ("Owner") in any property within the Properties. Each member shall be entitled to one vote for each acre owned.
- (e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties merely as security for the performance of an obligation.
- (f) "Architectural Control Committee" shall mean and refer to that Committee as defined in Section 8 hereof.
- (g) "Wildlife Committee" shall mean and refer to a standing Committee of the Association as defined in Section 9 hereof.

2. Affirmative and Protective Covenants. The Properties shall be used and occupied subject to the following restrictions:

- (a) Each portion of the Properties shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any other mercantile or commercial purpose. Agricultural purposes for the purpose of this instrument shall mean and include running livestock or exotic animals, hunting, trapping and taking of all wild animals and wild birds.
- (b) No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of recreation and vacation as lodging but the same must be removed from the Properties when not in use for the foregoing purposes. Additionally, any temporary mobile home, motor home, trailer or camper shall be placed on the Properties a distance greater than 400 feet from the main roadway easement or within 300 feet from any Property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.
- (c) No permanent structure (home, barn, etc.) other than fencing, shall be placed on the Properties less than 400 feet from the main roadway easement, 250 feet from any side property line or 200 feet from the back property line, and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.
- (d) No abandoned automobiles or other abandoned vehicles shall be left on the Properties, nor shall any portion of the Properties be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and waste must be hauled off, or buried out of view of the main roadway.
- (e) No open fires shall be permitted on the Property unless approval is obtained in advance from the Architectural Control Committee.
- (f) No offensive, noxious, profane or unlawful use shall be made of the Properties. In this regard, the Association may from time to time adopt rules concerning same, and it shall be entitled to enforce such rules for the benefit of the quality of life for all Owners.
- (g) No sign or signs of any kind shall be displayed on the Properties to the public view, except one sign of not more than ten (10) square feet for ranch identification. A sign indicating direction and ownership of the Properties or portion thereof may be installed near the main entrance of an individual Owner's Property, provided such sign shall be neat in appearance and not to exceed five (5) feet in length and two (2) feet in height and shall be approved by the Architectural Control Committee.
- (h) The Properties may not be divided into smaller parcels than 20 acres.
- (i) The Properties shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from any road. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

- (j) All residences and other structures constructed or erected shall be of new construction, and in no event shall any prefabricated or existing residences or garages be moved on to any of the Properties. No residence or other structure shall be constructed on any of the Properties without first submitting the plans, drawings and specifications therefore, to the Property Owners Architectural Control Committee for approval which approval the Architectural Control Committee shall indicate by signing and dating the specified plans and keeping a copy of same in the records of the Association. Additionally, no bright colored or shiny roofs are permitted on any residence or other structure situated on any of the Properties. Nor may any residences or other structures be constructed on top of any hill situated on any of the Properties unless such residence or other structure is well screened behind other hills or trees to substantially eliminate visibility from the main roadway.
- (k) No elevated hunting blinds shall be constructed, placed or situated on any of the Properties unless said hunting blinds are well screened behind hills or trees to substantially eliminate visibility. Blinds and/or feeders shall not be constructed, situated or located on any of the Properties within 300 feet of a property line or main road.
- (l) Any construction commenced on any of the Properties must be completed within one (1) year of the time construction is initiated.
- (m) Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements, rules and regulations of the Upper Guadalupe River Authority and Kerr County Subdivision regulations, and any other applicable governmental laws, rules or regulations.
- (n) No fence shall be constructed, situated or located a distance less than 90 feet from the centerline of the main road. All fences placed or constructed on any of the Properties shall be of similar design and equal quality to the existing fences and shall be approved by the Architectural Control Committee.
- (o) Hunting shall be permitted on Owner's individual properties only. However, no hunting is allowed along any main road. Each Owner of any of the Properties shall be entitled to harvest annually the quota of bucks and does, whether native or exotic on such Owner's Property as the Wildlife Committee determines as provided in Section 9 hereof. No Owner may harvest more than the aforementioned quota of animals; however, if an Owner desires to harvest more than his quota of animals, he must secure the approval of the Association for same and pay to the Association in cash that amount which is necessary to purchase similar replacement animals. All disputes concerning specific Owner quotas on any of the Properties and any other wildlife disputes shall be handled by the Wildlife Committee. No Owner shall do any act that is designed to be harmful or injurious to the Owner's property adjacent to such Owner's Property. Included within the meaning of this covenant, shall be a prohibition against feeding close to a property line for the specific intent of attracting the neighboring Owner's wildlife. The Association shall be empowered to cause the violating Owner to cease such acts by filing in a court of competent jurisdiction an action in equity or at law. No Owner may release live wild animals on any of the Properties without first securing the consent of the Wildlife Committee. Any Owner who causes his Property to be completely high fenced shall be exempted from the provisions of this paragraph o, Section 2.
- (p) No oil well, drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be conducted and/or located less than 500 feet from any residence or permanent structure situated on any of the Properties. All open pits and excavations shall be restored to the condition of the land prior to such excavation. No derrick or other structure designed for use in boring for oil, natural gas or other minerals or pump stations, tanks or other equipment used for the recovery of oil, gas or other minerals shall be located on top of any hill on any of the Properties and any such structure must be well screened behind hills or trees to substantially eliminate visibility from the main road or any of the Properties.
3. **Easements Reserved by Declarant.** Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements, are reserved by Declarant *et al.*, under and across the Properties on the property boundary line where possible. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility.
4. **Creation of Lien and Personal Obligations for Assessments.** Each Owner (by acceptance of a deed for any portion of the Properties whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Properties against which each such assessment is made. Each such assessment, together with such interest thereon and costs 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 becomes due.
5. **Maintenance Charge.** The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1992, such annual maintenance fund charge shall not exceed \$2.50 per acre of land owned in the Properties. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1991 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.
- The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance. If land in the Properties becomes subject to the annual maintenance fund charge on a date other than January the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance.
- All past due maintenance fund charges shall be a debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Declarant to the Association (without recourse on the Declarant in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure.
6. **Purpose of the Maintenance Fund.** The maintenance fund charge shall be uniformly imposed upon all lands in the project, and such maintenance fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:
- (a) Accounting, office expense which includes all of the Association accounting, communication expense, office supplies, etc.;
 - (b) Common area main road maintenance which includes only regrading and working the main road as needed for normal access;
 - (c) Outside high fence maintenance which includes repair and maintenance of outside high fence;
 - (d) Legal which includes any legal fees as may be required by the Association;
 - (e) The Association income tax preparation which includes cost of annual corporate Federal income tax return;
 - (f) The Association expense for Security;
 - (g) The Association expense for wildlife surveys and consultations;
 - (h) The Association expense for Insurance;
 - (i) Miscellaneous which includes costs expended, but not already mentioned.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners of the Properties; provided, however, that the Association will not without the approval of the Members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the members, expend more than two dollars per acre in excess of the monies then on hand.

7. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. (a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest therein and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property of the non-paying Owner and shall be unaffected by any sale or assignment of the property and shall continue in full force and effect. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his property.

(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 maximum legal rate of interest, 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 filing the complaint (including reasonable attorneys' fees) 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 attorneys' fee to be fixed by the court, together with the costs of the action.

8. Architectural Control Committee. No building or other improvements shall be erected, placed or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members whose names are DAVID M. CUMMINGS, or his designee, CLAY WILKINSON, or his designee and one other member of the Association as elected by majority vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

9. Wildlife Committee. The Wildlife Committee shall be composed of three members whose names are CLAY WILKINSON, or his designee, DAVID M. CUMMINGS, or his designee, and one other member of the Association as elected by majority vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection. The SURVEY shall project the total numbers of sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the SURVEY and the BIOLOGIST'S recommendation to determine each Owner's harvest quotas by sex for each species on such individual Owner's property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property shall produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (c) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such properties from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

11. Voting Rights in the Association.

(a) Quorum and Notice Requirements.

(i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting.

(ii) The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to fifty percent (50%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

(iii) Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the Members entitled to cast a majority of the votes of the Association.

(iv) The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.

12. Powers and Duties. The Board, for the benefit of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole responsibility and authority to manage the business and affairs of the Association on a year to year basis or until Declarant terminates the same and if requested by either party such management agreement shall be set forth in a separate agreement. Without limiting the foregoing Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers:

(i) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000.00 to indemnify against the claim of one person, \$300,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000.00 per occurrence, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds, fidelity bonds, and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural, alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

- (ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- (iii) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- (iv) To protect or defend the Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- (v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the functions of the Association.

13. **Owner's Obligations to Repair.** Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his property and the improvements thereon 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 property and to repair, maintain and restore the property and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, 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.

14. **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 and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the 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 fifty-one percent (51%) of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part.

15. **Consent of Members.** The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, or variances granted with respect thereto, only with the consent of the Members entitled to cast a majority of the votes of the Association, evidenced by a document in writing bearing each of their signatures.

16. **Annual Financial Statements; Books and Records.** The Association shall, not later than 120 days after the end of each fiscal year of the Association, furnish to each Member financial statements which shall include a balance sheet as to the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be audited. All Members shall have the right during regular business hours and at the office of the Association to inspect the books and records of the Association.

17. **Finality of Determination by Association.** It is understood that the judgment of the Managing Director of the Association, its successors and assigns, in the allocation and expenditure of said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association.

18. **Dissolution of Association.** The Association may be voluntarily dissolved by an affirmative decision of at least 51% of the total votes.

19. **Enforcement.** Enforcement of these covenants and restrictions shall be in Kerr County, Texas and 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, 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.

20. **Acceptance of Declaration.** By acceptance of a deed, or by acquiring any ownership interest in any of the Properties included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Properties covered thereby.

21. **Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

22. **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.

23. **Notices.** Any notice required to be given to any Member or Owner 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 who appears as Member or Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, Declarant has executed this instrument on this the 28th day of January, 1991.

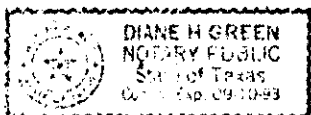
STATE OF TEXAS
COUNTY OF KERR

HIGHPOINTE AT RIVERHILL CORP.

By [Signature]
David M. Cummings, Jr., President

This instrument was acknowledged before me this 1st day of February, 1991,
by David M. Cummings, Jr., President of HIGHPOINTE AT RIVERHILL CORP., a Texas corporation, on its behalf.

My Commission expires:



9-10-93

[Signature]
Notary Public, State of Texas
Notary's Printed Name:

Diane H. Green

*Return to
Highpointe @ Riverhill
300 Lakewood Drive
Kerrville, Texas 78028*

Filed by: -
KERR COUNTY ABSTRACT CO., INC. 1100

3951

VOL 0953 PAGE 231

First Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

The First Amendment is made and entered into as of October 4, 1997 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this First Amendment, and such majority by execution of the attached member votes for Amendments 1, 2, 3, 4 and 6 ("Amendment Votes") which are incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in volume 582, Page 232, et. seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Votes are hereby amended as set forth in the attached Amendment Votes, to be and read as set forth in the attached Amendment Votes and the provisions of said paragraphs shall replace the referenced paragraphs (the references being to the original Declaration) and except as provided in the attached Amendment Votes the Declaration shall remain in full force and effect in accordance with its terms.

87.5-1

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The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

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, or to enforce any lien created hereby; 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 these covenants and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signed pages following:

Longhorn Ranch Owners Association

by: Glen Kessler
Glen Kessler, President

VOL 0953 PAGE 233

(Acknowledgment)

STATE OF TEXAS

COUNTY OF *Harris*

This instrument was acknowledged before me on the *21st* day of *May*, 19*98*
by



Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:



(Corporate Acknowledgment)

STATE OF TEXAS

COUNTY OF *Kerr*

This instrument was acknowledged before me on the _____ day of _____, 1998
by Glen Kessler, PRESIDENT
of Longhorn Ranch Owners Association
a Texas nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

✓ Longhorn Ranch
Attn: Marvin Willie
P.O. Box 291
Mt. Home, TX 78058

FILED FOR RECORD

at...1:00... o'clock...P...M

MAY 29 1998

BILLIE G. MEEKER

Clerk County Court, Kerr County, Texas


Deputy

VOL 0953 PAGE 234

1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

Yes/Approved 575.02 # Votes (acreage)No/Disapproved -0- # Votes (acreage)Passed ✓ Not Passed _____

Frank Dansby, Treasurer

October 4, 1997

VOL 0953 PAGE 235

1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

✓ Yes/Approved No/Disapproved 56.44 # Votes (acreage)

October 4, 1997

Allen J. Kunk Signature

VOL 0953 PAGE 236

1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

☒ Yes/Approved ☐ No/Disapproved 49.13 # Votes (acreage)

October 4, 1997

Marvin Wallis Signature

VOL 0953 PAGE 237

1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

✓ Yes/Approved No/Disapproved 10604 # Votes (acreage)

October 4, 1997

Frank O. [unclear] Signature

VOL 0953 PAGE 238

1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

✓ Yes/Approved No/Disapproved 53.02 # Votes (acreage)

October 4, 1997

Ronald D. Stone

Signature

VOL 0953 PAGE 239

1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

✓ Yes/Approved No/Disapproved 61.01 # Votes (acreage)

October 4, 1997

Michael C. Dumas Signature

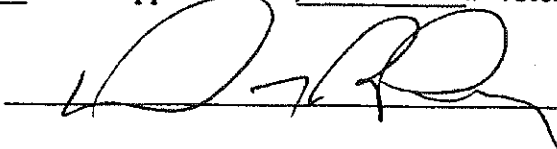
ML 0953 PAGE 240

1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

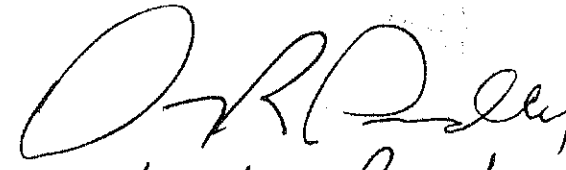
☒ Yes/Approved ☐ No/Disapproved 148.71 # Votes (acreage)

October 4, 1997

 Signature

✓ Yes/Approved

43.64 # votes


for Charles Reich
Tract 5

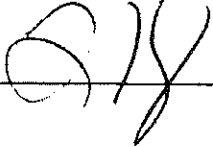
ML 0953 PAGE 241

1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

☒ Yes/Approved ☐ No/Disapproved 5703 # Votes (acreage)

October 4, 1997

 Signature

vol 0953 page 242

2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

Yes/Approved 575.02 # Votes (acreage)

No/Disapproved -0- # Votes (acreage)

Passed ✓ Not Passed



Frank Dansby, Treasurer

October 4, 1997

DL 0953 PAGE 243

2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

☒ Yes/Approved ☐ No/Disapproved 61.01 # votes (acreage)

October 4, 1997

Michael C. Duman

Signature

VOL 0953 PAGE 244

2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

✓ Yes/Approved No/Disapproved 53.02 # votes (acreage)

October 4, 1997

Ronald D Stone

Signature

WL 0953 PAGE 245

2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

✓ Yes/Approved No/Disapproved 49.13 # votes (acreage)

October 4, 1997

Mervin Willie Signature

2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

✓ Yes/Approved No/Disapproved 106.04 # votes (acreage)

October 4, 1997

Fred D. Dault Signature

VOL 0953 PAGE 247

2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

✓ Yes/Approved No/Disapproved 56.44 # votes (acreage)

October 4, 1997

Glen Z. Burch Signature

VOL 0953 PAGE 248

2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

☒ Yes/Approved ☐ No/Disapproved 148.71 # votes (acreage)

October 4, 1997

Signature

✓ Yes / approved
10/4/97

43.64 # votes

D. R. King for
Charles Reich tract 5

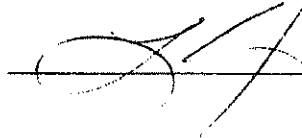
VOL 0953 PAGE 249

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"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

 ✓ Yes/Approved No/Disapproved 57.03 # votes (acreage)

October 4, 1997



Signature

3. Paragraph 2(b) shall be amended to be and read as follows:**VOL 0953 PAGE 250**

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

Yes/Approved 366.83 #Votes(acreage) No/Disapproved 208.19 #Votes(acreage)Passed ✓ Not Passed _____Frank Dansby Frank Dansby, Treasurer, October 4, 1997

WL 0953 PAGE 251

3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

☒ Yes/Approved ☐ No/Disapproved 148.71 # votes (acreage)

October 4, 1997

[Signature] Signature

✓ Yes/Approved

43.64 # votes

10/4/97

[Signature] for

Charles Reich Tract 5

VOL 0953 PAGE 252

3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

✓ Yes/Approved No/Disapproved 56.44 # votes (acreage)

October 4, 1997

Alan A. Bender Signature

VOL 0953 PAGE 253

3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

✓ ☒ Yes/Approved _____ No/Disapproved 61.01 # votes (acreage)

October 4, 1997

Michael C. Dunn Signature

VOL 0953 PAGE 254

3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

☒ Yes/Approved ☐ No/Disapproved 57.03 # votes (acreage)

October 4, 1997

Charles J. [Signature] Signature

VOL 0953 PAGE 255

3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

____ Yes/Approved ☒ No/Disapproved 106.04 # votes (acreage)

October 4, 1997

Fred O'neal Signature

VOL 0953 PAGE 256

3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

____ Yes/Approved ☒ No/Disapproved 49/3 # votes (acreage)

October 4, 1997

M. W. Willie Signature

VOL 0953 PAGE 257

3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

____ Yes/Approved ☒ No/Disapproved 53.02 # votes (acreage)

October 4, 1997

Ron Stover by Marie Wallis
Signature

VOL 0953 PAGE 258

4. Paragraph 2(h) is amended to be and read as follows:

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

Yes/Approved 517.99 # Votes (acreage)No/Disapproved 57.03 # Votes (acreage)Passed ✓ Not Passed _____

Frank Dansby, Treasurer

October 4, 1997

4. Paragraph 2(h) is amended to be and read as follows:**WOL 0953 PAGE 259**

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

 / Yes/Approved No/Disapproved 106.04 # votes (acreage)

October 4, 1997

Frank Donly Signature

4. Paragraph 2(h) is amended to be and read as follows:**WOL 0953 PAGE 260**

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

✓ Yes/Approved No/Disapproved 56.44 # votes (acreage)

October 4, 1997

Allen T. Gordon Signature

4. Paragraph 2(h) is amended to be and read as follows:**WL 0953 PAGE 261**

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

✓ Yes/Approved No/Disapproved 61.01 # votes (acreage)

October 4, 1997

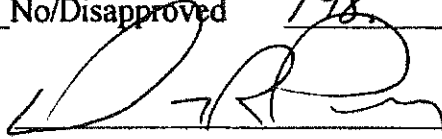
Michael C. Dumas Signature

4. Paragraph 2(h) is amended to be and read as follows: VOL 0953 PAGE 262

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

☒ Yes/Approved ☐ No/Disapproved 148⁷¹ # votes (acreage)


October 4, 1997

 Signature

✓ Yes approved

10/4/97

43.64 # votes


Charles Reich
TRACY S

4. Paragraph 2(h) is amended to be and read as follows:**WL 0953 PAGE 263**

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

☒ Yes/Approved ☐ No/Disapproved 49.13 # votes (acreage)

October 4, 1997

Maver Wallie Signature

4. Paragraph 2(h) is amended to be and read as follows: VOL 0953 PAGE 264

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

✓ Yes/Approved No/Disapproved 53.02 # votes (acreage)

October 4, 1997

Ronald D. Stowe

Signature

4. Paragraph 2(h) is amended to be and read as follows:**WL 0953 PAGE 265**

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

 Yes/Approved ✓ No/Disapproved 57.03 # votes (acreage)

October 4, 1997



Signature

6. Paragraph 5 is amended to be and read as follows:**Vol 0953 PAGE 266**

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due maintenance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

Yes/Approved 575-02 # Votes (acreage)No/Disapproved — # Votes (acreage)Passed ✓Not Passed 

Frank Dansby, Treasurer, October 4, 1997

6. Paragraph 5 is amended to be and read as follows:

WL 0953 PAGE 267

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due maintenance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

☒ Yes/Approved ☐ No/Disapproved 53.02 # votes (acreage)

October 4, 1997

Ronald D. Stowe Signature

6. Paragraph 5 is amended to be and read as follows: VOL 0953 PAGE 268

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due maintenance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

☒ Yes/Approved ☐ No/Disapproved 106.04 # votes (acreage)

October 4, 1997

Frank D. Day Signature

6. Paragraph 5 is amended to be and read as follows:**VOL 0953 PAGE 270**

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due maintenance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

☒ Yes/Approved ☐ No/Disapproved 57.03 # votes (acreage)

October 4, 1997

Charles W. [Signature] Signature

6. Paragraph 5 is amended to be and read as follows: **0953 PAGE 271**

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due maintenance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

☒ Yes/Approved

☐ No/Disapproved

148.71 # votes (acreage)

October 4, 1997

[Signature] Signature

☒ Yes/Approved
10/4/97

43.64 # votes
[Signature] Charles Reich

6. Paragraph 5 is amended to be and read as follows: VOL 0953 PAGE 272

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due maintenance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

☒ Yes/Approved ☐ No/Disapproved 49.13 # votes (acreage)

October 4, 1997

Maurin Willis

Signature

6. Paragraph 5 is amended to be and read as follows **0953 PAGE 273**

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due maintenance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

✓ Yes/Approved No/Disapproved 61.01 # votes (acreage)

October 4, 1997

Michael C. Dunn

Signature

VOL 0953 PAGE 274

RECORD Real Property
VOL. 953 PG 236
RECORDING DATE

JUN 01 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 voidable 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 01 1998



Belle G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
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8634

VOL 0978 PAGE 230

Second Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

This Second Amendment is made and entered into as of August 1, 1998 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this Second Amendment, and such majority by execution of the attached member votes for Amendment 1 ("Amendment Vote") which is incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in volume 582, Page 232, et. seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Vote are hereby amended as set forth in the attached Amendment Vote, to be and read as set forth in the attached Amendment Vote and the provisions of said paragraph shall replace the referenced paragraph (the references being to the original Declaration) and except as provided in the attached Amendment Vote the Declaration shall remain in full force and effect in accordance with its terms.

VOL 0978 PAGE 231


The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or person or persons violating or attempting to violate them or to recover damages, or to enforce any lien created hereby; 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 these covenants and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signed pages following:

Longhorn Ranch Owners Association


by: Glen Kessler, President

RECORD Real Property
VOL 978 PG 231
RECORDING DATE

OCT 28 1998




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

OCT 28 1998




COUNTY CLERK, KERR COUNTY, TEXAS

VOL 0978 PAGE 232

1. Paragraph 2(n) is amended to be and read as follows:

"No fence shall be constructed, situated or located a distance less than 45 feet from the center line of the main road. All fences placed or constructed on any of the Properties shall be of similar design and equal quality to the existing fencing and shall be approved by the Architectural Control Committee".

☒ Yes/Approved 413.34 Votes (acreage)

☐ No/Disapproved 0 Votes (acreage)

61.01 abstained

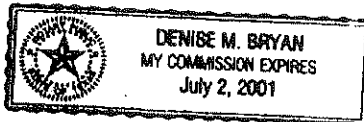
Passed ☒ Not Passed ☐

Janet Willie
Janet Willie, Secretary

8/1/98
Date

(Acknowledgment)

VOL 0978 PAGE 233

STATE OF TEXAS
COUNTY OF *Kerr*This instrument was acknowledged before me on the *9th* day of *September*, 19*98*
by *Glen Kessler**Denise M. Bryan*
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF KerrThis instrument was acknowledged before me on the _____ day of _____, 1998
by Glen Kessler, PRESIDENT
of Longhorn Ranch Owners Association
a Texas nonprofit corporation, on behalf of said corporation.Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

filed by and
AFTER RECORDING RETURN TO:*Marlene Willie*
PO Box 291
*Mt. Home Tx 78058*RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
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at *2:11* o'clock *P*.M.

OCT 27 1998

BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
Garrett High
9:00 5:00 PM

00178

VOL. 1101 PAGE 0447

THIRD Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

This Third Amendment is made and entered into as of February 5, 2000 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this Third Amendment, and such majority by execution of the attached member votes for Amendment 1, 2 and 3 ("Amendment Votes") which is incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in volume 582, Page 232, et. seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Votes are hereby amended as set forth in the attached Amendment Votes, to be and read as set forth in the attached Amendment Votes and the provisions of said paragraphs shall replace the referenced paragraphs (the references being to the original Declaration) and except as provided in the attached Amendment Votes the Declaration shall remain in full force and effect in accordance with its terms.

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or person or persons violating or attempting to violate them or to recover damages, or to enforce any lien created hereby; 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 these covenants and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signed pages following:

Longhorn Ranch Owners Association



by: Ron Stowe, Member
Architectural Control Committee

11-5-1

VOL. 1101 PAGE 0448

Paragraph 11 (a) shall be amended to be and read as follows:

- (i) "Any action by the Members shall require the assent of the Members entitled to cast sixty-six percent (66%) of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set for the purpose of such meeting."
- (ii) "The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to sixty-six percent (66%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting."
- (iii) "Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing signed by the Members entitled to cast sixty-six percent (66%) of the votes of the Association."
- (iv) "The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid."

Yes/Approved Votes (acreage) 484.59

No/Disapproved Votes (acreage) 56.44

Passed ☒ Not Passed ☐

Janet Willie
Janet Willie, Secretary

2/5/00
Date

VOL. 1101 PAGE 0449

Paragraph 14 shall be amended to and read as follows:

"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 and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the 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 sixty-six percent (66%) of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part."

Yes/Approved Votes (acreage) 484.59

No/Disapproved Votes (acreage) 56.44

Passed ✓ Not Passed

Janet Willie
Janet Willie, Secretary

2/5/00
Date

VOL. 1101 PAGE 0450

Paragraph 18 shall be amended to and read as follows:

"The Association may be voluntarily dissolved by an affirmative decision of at least sixty-six percent (66%) of the total votes."

Yes/Approved Votes (acreage) 484.59

No/Disapproved Votes (acreage) 56.44

Passed ✓ Not Passed

Janet Willie
Janet Willie, Secretary

2/5/00
Date

VOL. 1101 PAGE 0451

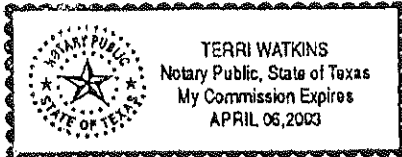
(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the
by RON STOWE

4th day of JAN., 20 01



TERRI WATKINS
Notary Public, State of Texas
Notary's Name (printed):
TERRI WATKINS
Notary's commission expires:
4-6-2003

(Corporate Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the
by Ron Stowe, Member, Architectural Control Committee
of Longhorn Ranch Owners Association
a Texas nonprofit

4th day of JAN., 20 01

corporation, on behalf of said corporation.



TERRI WATKINS
Notary Public, State of Texas
Notary's name (printed):
TERRI WATKINS
Notary's commission expires:
4-6-2003

Filed by: Ron Stowe
AFTER RECORDING RETURN TO:

Marvin Willie
P.O. Box 291
Mt. Home, TX 78058

FILED FOR RECORD
at 2:22 o'clock P.M.

JAN 04 2001

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Cheryl Thompson Deputy

VOL. 1101 PAGE 0452

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

JAN 05 2001

*Janet Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL

*Real Property**1101*

PG

447

RECORDING DATE

JAN 05 2001

*Janet Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
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00179

VOL. 1101 PAGE 0453

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

This Fourth Amendment is made and entered into as of August 5, 2000 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this Fourth Amendment, and such majority by execution of the attached member votes for Amendment 1, ("Amendment Vote") which is incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in volume 582, Page 232, et. seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Vote are hereby amended as set forth in the attached Amendment Vote, to be and read as set forth in the attached Amendment Vote and the provisions of said paragraph shall replace the referenced paragraph (the references being to the original Declaration) and except as provided in the attached Amendment Vote the Declaration shall remain in full force and effect in accordance with its terms.

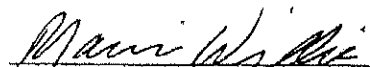
The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or person or persons violating or attempting to violate them or to recover damages, or to enforce any lien created hereby; 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 these covenants and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signed pages following:

Longhorn Ranch Owners Association

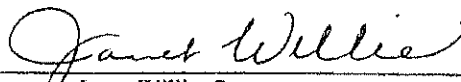

by: Marvin Willie, Member
Architectural Control Committee

7-5-1

VOL. 1101 PAGE 0454

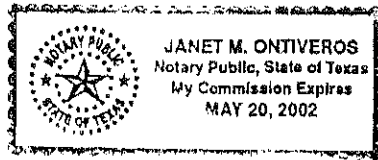
Paragraph 8 shall be amended to be and read as follows:

8. Architectural Control Committee. No building or other improvements shall be erected, placed, or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members of the Association as elected by majority vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days, after plans and specifications have been submitted to it, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. In the event that any Owner shall fail to get such plans approved by the said Committee 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 to have the building or other improvements dismantled or removed; and each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, 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. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

Yes/Approved Votes (acreage) 531.38No/Disapproved Votes (acreage) 0.00Passed ✓ Not Passed 
Janet Willie, Secretary8/5/00
Date

VOL. 1101 PAGE 0455

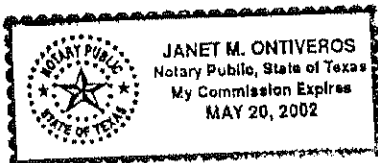
(Acknowledgment)

STATE OF TEXAS
COUNTY OFThis instrument was acknowledged before me on the
by marvin willie4th day of Jan, 2001Janet M. OntiverosNotary Public, State of Texas
Notary's Name (printed):Notary's commission expires: 2002

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF KerrThis instrument was acknowledged before me on the
by Marvin Willie, Member, Architectural Control Committee
of Longhorn Ranch Owners Association
a Texas nonprofit4 day of Jan., 2001

corporation, on behalf of said corporation.

Janet M. Ontiveros

Notary Public, State of Texas

Notary's name (printed): Janet M. ONTIVEROSNotary's commission expires: 2002Filed by +
AFTER RECORDING RETURN TO:
Marvin Willie
P.O. Box 291
Mt. Home, TX 78058**FILED FOR RECORD**
at 2:23 o'clock PM

JAN 04 2001

JANNETT PIEPER
Clark County, County Clerk, Kerr County, Texas
Cheryl A. Thompson Deputy

VOL. 1101 PAGE 0456

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

JAN 05 2001



Janett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL.

Real Property
1101 PG *453*

RECORDING DATE

JAN 05 2001



Janett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

08531

VOL. 1460 PAGE 0385

**Fifth Amendment to Declaration
of Covenants, Conditions and Restrictions
for Longhorn Ranch**

This Fifth Amendment is made and entered into as of August 6, 2005 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this Fifth Amendment, and such majority by execution of the attached member votes for Amendment 1 ("Amendment Vote") which is incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in Volume 582, Page 232, et. Seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Vote are hereby amended as set forth in the attached Amendment Vote, to be and read as set forth in the attached Amendment Vote and the provisions of said paragraph shall replace the referenced paragraph (the references being to the original Declaration) and except as provided in the attached Amendment Vote the Declaration shall remain in full force and effect in accordance with its terms.

FILED FOR RECORD
at 1:45 o'clock P.M.

AUG 17 2005

JANNEY L. L. L.
Kerr County Clerk, Kerr County, Texas
Janney L. L. L.
Deputy
\$9

VOL. 1460 PAGE 0386

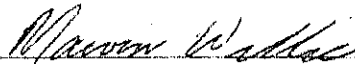
The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

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, or to enforce any lien created hereby; 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 these covenants and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signed pages following:

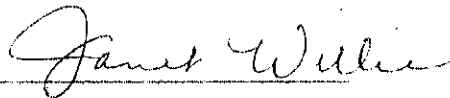
Longhorn Ranch Owners Association


by: Marvin Willie, Tract 1, Longhorn Ranch

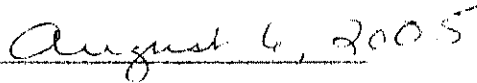
VOL. 1460 PAGE 0387

Paragraph 2 (e) of the Declaration shall be and read as follows:

No burning shall be permitted on the Property unless the property owners are in compliance with the
Kerr County Burn Ban Order

Yes/Approved 585.26 # of Votes (acreage)No/Disapproved 0.00 # of Votes (acreage)
56.44 ABSTAINEDPassed ✓ Not Passed 

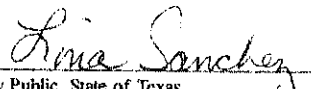
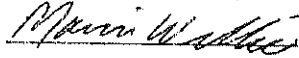
Janet Willie, Secretary



Date

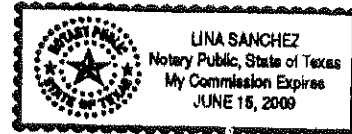
VOL. 1460 PAGE 0388

(Acknowledgment)

STATE OF TEXAS
COUNTY OF KerrThis instrument was acknowledged before me on the 17th day of August, 2005
by Marvin Willie.
Notary Public, State of Texas
Notary's Name (printed): Lina Sanchez

Notary's commission expires: June 15, 2009

(Corporate Acknowledgment)

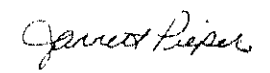
STATE OF TEXAS
COUNTY OFThis instrument was acknowledged before me on the _____ day of _____, 20____
by _____
of _____
a _____ corporation, on behalf of said corporation.Notary Public, State of Texas
Notary's name (printed):

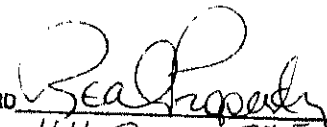
Notary's commission expires:

Filed by E
AFTER RECORDING RETURN TO:
MARVIN WILLIE
P.O. Box 291
MOUNTAIN HOME, TX 78058

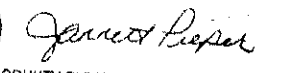
Provisions herein which restrict the sale, rental or use of the described property because of color or race is voided and unenforceable under Federal Law (THE STATE OF TEXAS)
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stipulated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

AUG 18 2005


COUNTY CLERK, KERR COUNTY, TEXAS

RECORD 
VOL. 1460 PG. 385
RECORDING DATE

AUG 18 2005


COUNTY CLERK, KERR COUNTY, TEXAS

DC104/a:3486.1/HRJ/kj/9/4/91

ASSUMPTION WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR *

THAT, HIGHPOINTE AT RIVERHILL CORPORATION, a Texas corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, and other valuable consideration in hand paid by CHARLES A. REICH, of the County of Harris, and State of Texas, hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged;

AND THE FURTHER CONSIDERATION that Grantee hereby assumes and promises to pay, according to the terms thereof, all principal and interest now remaining unpaid upon that one certain promissory note in the original principal sum of \$27,500.00, dated January 28, 1991, ("First Lien Note"), executed by Highpointe At Riverhill Corporation, and payable to the order of Charles D. Peterson, Trustee For The Joe Hal May Trust, secured by a Deed of Trust of even date therewith to William Michael Childers, Trustee, recorded in Volume 582, at Page 270, of the Real Property Records of Kerr County, Texas; said lien being collaterally transferred to First National Bank of Kerrville by instrument dated January 28, 1991, recorded in Volume 582, at Page 305 of the Real Property Records of Kerr County, Texas, upon which Note there now remains unpaid the principal sum of \$27,090.52, and Grantee herein expressly assumes and promises to keep and perform all of the covenants and obligations of Grantor contained in said Deed of Trust,

and the further consideration of the execution and delivery by Grantee of his one certain other promissory note of even date herewith, in the principal sum of THIRTY-NINE THOUSAND SIX HUNDRED EIGHTY-NINE AND 48/100 (\$39,689.48) DOLLARS ("Second Lien Note"), payable to the order of HIGHPOINTE AT RIVERHILL CORPORATION, in Kerrville, Kerr County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which Second Lien Note is secured by a second and inferior vendor's lien herein retained, and is additionally secured by a second and inferior Deed of Trust of even date herewith to H. Ritman Jons, Trustee,

has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, all of the following described property, lying and being situated in Kerr County, Texas, together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon (collectively, the "Property"), to-wit:

DC104/a:3486.1/HRJ/kj/9/4/91

REAL PROPERTY

THE SURFACE INTEREST ONLY of all of Tract No. 5, of LONGHORN RANCH, a subdivision in Kerr County, Texas, of record in Volume 6, Page 44-47 of the Plat Records of Kerr County, Texas.

MINERALS

No oil, gas or other minerals are conveyed hereby, this being a conveyance of the surface interest only, except however all sand, gravel, rocks, caliche and topsoil on the Property are included in this conveyance and are hereby conveyed to Grantee.

ACCESS EASEMENTS

Included in this conveyance is a nonexclusive easement for ingress and egress purposes over, across and upon that certain private road easement ("Easement") situated in Longhorn Ranch, a subdivision of record in Volume 6, Page 44-47 of the Plat Records of Kerr County, Texas as same is more particularly described by metes and bounds in the above referenced plat, together with all other rights, easements and interests appurtenant to said Easement; with the right of Grantee, Grantee's successors, heirs or assigns, to use the Easement for purposes of ingress to and egress from the Property; it being understood that the use of the Easement by Grantee is in common with Grantor and other parties, however, Grantee shall be entitled to convey Grantee's nonexclusive rights in the Easement to Grantee's heirs, successors or assigns subject always to the rights, interests and use of other parties. Grantor reserves the right to dedicate said Easement to the public and to convey same to the appropriate governmental entity without the joinder of Grantee.

SPECIAL CONDITION

It is understood by the parties hereto that the Property has been rendered for ad valorem tax purposes under the Texas Constitutional Provision of Section 1-D-1 of Article VIII as "open space" lands. Grantee is aware of the fact that should Grantee, after purchase of the Property, discontinue to use the Property so as to qualify under the "open space" provisions of the law of this State, then a roll back tax will become due to such taxing authorities. Grantee further agrees that should a "roll back" occur, then such "roll back" tax obligation shall be the sole obligation of Grantee.

DC104/a:3486.1/HRJ/kj/9/4/91

This conveyance is made and accepted SUBJECT TO the following, but only to the extent that the same affects the Property herein conveyed:

1. Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in Volume 582, at Page 232 of the Real Property Records of Kerr County, Texas.
2. Utility easements and restrictions as reserved and shown on plat recorded in Volume 6, Pages 44-47, Plat Records, Kerr County, Texas.
3. Right-of-Way Easement to Central Texas Electric Cooperative, Inc., recorded in Volume 569, Page 659, Real Property Records, Kerr County, Texas.
4. Right-of-Way Easement to Hill Country Telephone Cooperative, Inc., recorded in Volume 2, Page 367-368, Easement Records, Kerr County, Texas.
5. Easement to Central Texas Electric Cooperative, Inc. recorded in Volume 4, Pages 74-75, Easement Records, Kerr County, Texas.
6. Right-of-Way easement to Central Texas Electric Cooperative, Inc., recorded in Volume 457, Page 298 and Volume 457, Page 292, Real Property Records, Kerr County, Texas.
7. One-half (1/2) of the non-participating royalty interest in and to the property retained by Annie Laurie Morriss in deed dated November 14, 1989, recorded in Volume 529, Page 745, Real Property Records, Kerr County, Texas.
8. Unrecorded Grazing Lease between Highpointe At Riverhill Corporation and Dominion Land and Cattle Co., Inc. dated January 28, 1991.
9. Any visible and/or apparent roadways or easements over or across the Property.
10. Taxes for the year 1991 and subsequent years.

TO HAVE AND TO HOLD the Property, subject to the exceptions aforesaid, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs and assigns forever; and Grantor hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and

DC104/a:3486.1/HRJ/kj/9/4/91

singular the Property, subject to the exceptions aforesaid, unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

As a part of the consideration for this conveyance, the Grantee herein expressly assumes liability for and agrees to pay the balance owing on the herein described First Lien Note, and hereby expressly assumes the obligation of the Maker thereof under the terms of the instrument creating said loan, this agreement of assumption being evidenced by Grantee's signature hereto.

But it is expressly agreed that the vendor's lien, as well as the superior title in and to the Property, is retained against the Property until the above described Second Lien Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

All ad valorem taxes against the Property for the current year have been prorated as of the date of this conveyance, and payment thereof is assumed by the Grantee, such agreement of assumption being evidenced by the recording of this deed in the Real Property Records of Kerr County, Texas.

EXECUTED the 6th day of September, 1991.

GRANTOR:

HIGHPOINTE AT RIVERHILL CORPORATION

By:

Name: David M. Cummings, Jr.

Title: President

Accepted and Agreed to
by Grantee:

CHARLES A. REICH

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

THE STATE OF TEXAS)
COUNTY OF KERR)

I hereby certify that this instrument was FILED in File Number Sequence on the 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

RECORDED IN

FILE DATE:

SALE TIME:

FILE # 100-441100
PAGE 1

RECORDING DATE

SEP 20 1991



PATRICIA DYE
COUNTY CLERK, KERR COUNTY

BY

Output



Patricia Rye
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD

4:17 o'clock P.M.

SEP 20 1991

PATRICIA DYE

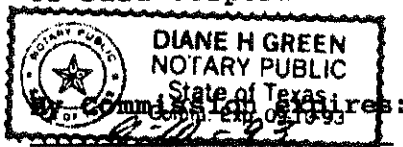
Clerk County Court, Kerr County, Texas
By Charles A. Reichman Deputy

DC104/a:3486.1/HRJ/kj/9/4/91

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me this 19 day of September, 1991, by David M. Cummings, Jr., President of HIGHPOINTE AT RIVERHILL CORPORATION, a Texas corporation, on behalf of said corporation.



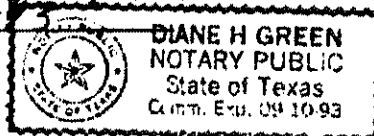
Diane H. Green
Notary Public, State of Texas
Notary's Printed Name:
Diane H. Green

STATE OF TEXAS *

COUNTY OF Kerr *

This instrument was acknowledged before me this 20 day of September, 1991, by CHARLES A. REICH.

My Commission expires:

9-10-93

Diane H. Green
Notary Public, State of Texas
Notary's Printed Name:

Diane H. Green

GRANTEE ADDRESS:

Return to:
CHARLES A. REICH
6114 Schuler
Houston, TX 77007

PREPARED IN THE OFFICE OF:

H. RITMAN JONS
Attorney-at-Law
829-B Main Street
Kerrville, Texas 78028
(512) 896-8383

1300

Filed by:
Kerr County Abstract

6572

VOL. 529 PAGE 745

WARRANTY DEED V/L

ANNIE LAURIE MORRISS

TO

T. A. PEAYS, et ux

STATE OF TEXAS I

COUNTY OF KERR X

KNOW ALL MEN BY THESE PRESENTS

That I, ANNIE LAURIE MORRISS, a widow, of the County of Kerr, State of Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and other consideration to the Undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantees of a certain promissory of even date herewith in the principal sum of ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$158,000.00), payable to the order of ANNIE LAURIE MORRISS, in the City of Kerrville, Kerr County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in the event of default 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 GORDON S. MORRISS, Trustee, HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY unto T. A. PEAYS and wife, CHLOE C. PEAYS, subject to the reservation hereinafter made, of Kerr County, State of Texas, all of the following described real property situated 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 fully described in EXHIBIT "A" attached hereto and incorporated by reference herein for all purposes.

This conveyance is made and accepted subject to covenants, conditions and easements affecting the hereinabove described property set out in EXHIBIT "B" attached hereto and incorporated by reference herein for all purposes.

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

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, her heirs and assigns, an undivided one-half (1/2) royalty interest in and to all of the oil, gas and other minerals in and under and that may be produced from the above described property. It is understood and agreed that Grantor, heir heirs and assigns, shall not participate in the making of any oil, gas or mineral lease covering said property, nor shall they participate in any bonus or bonuses which may be paid for any such lease, nor shall they participate in any rental or shut-in gas well royalty to be paid under any such lease.

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 therein are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 14th day of November, 1989.

Return to:

Grantees' Address:

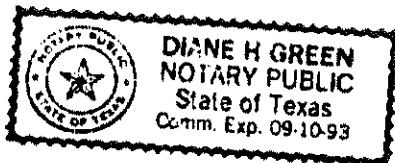
410 Timber Ridge
Reno, Texas
76028

Annie Laurie Morris
ANNIE LAURIE MORRISS

STATE OF TEXAS X

COUNTY OF KERR X

The foregoing instrument was acknowledged before me on the 14 day of November, 1989, by ANNIE LAURIE MORRISS, as Grantor.



Diane H. Green
Notary Public in and for the
State of Texas
Diane N. Green

Filed by: ✓
KERR COUNTY ABSTRACT CO., INC.

FILED FOR RECORD
at 4:35 o'clock P M

NOV 14 1989

PATRICIA DYE
Clerk County Court, Kerr County Texas
Boon Mary Harris

WILKES & ASSOCIATES, INC.
RURAL AND CITY SURVEYING
SUBDIVISION PLANNING AND SURVEYING
609 SIDNEY BAKER - KERRVILLE, TEXAS 78028
TELEPHONE (512) 896-6900

VOL 529 PAGE 748

Sproul - Morriss

November 13, 1989
Job No 3630

Re: description of 650 acres, adjacent to State Hwy. No. 41, Sproul - Morriss Ranch, Kerr County.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 650 acres, being approximately 484 acres out of original Survey No. 1544, W. W. Sproul, Cert. No. 1170, Abstract No. 1689, approximately 158 acres out of original Survey No. 1122, W. W. Sproul, Cert. No. 276, Abstract No. 1451, and approximately 8 acres out of original Survey No. 1542, J. E. Lockey, Cert. No. 1167, Abstract No. 1914, and being out of that property which was conveyed from Elizabeth Burleson and husband G. D. Burleson, et al. to Sproul A. Morriss, by deed dated June 25, 1968, of record in Volume 133 at page 651 of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post, marking the most northerly northeast corner of said original Survey No. 1544, W. W. Sproul, and the northwest corner of original Survey No. 1543, H. E. & W. T. R. R., Abstract No. 841, and in the south line of said original Survey No. 1122, W. W. Sproul;

THENCE with the most southerly east line of said original Survey No. 1544, W. W. Sproul, along fence, $S 0^{\circ} 46' W$. 1448.8 feet and $S 0^{\circ} 59' W$. 2663.6 feet to its intersection with the north right of way line of, 120 foot wide, State Hwy. No. 41, the southeast corner of subject tract, located 1.7 feet $S 0^{\circ} 59' W$. from an iron stake in fence;

THENCE with the north right of way line of said, 120 foot wide, State Hwy. No. 41, $S 84^{\circ} 32' W$. 56.0 feet to the point of curvature of a circular curve to the left;

THENCE continuing with the north right of way line of said, 120 foot wide, State Hwy. No. 41, along the arc of said circular curve to the left, having a central angle of $9^{\circ} 53'$, a radius of 2924.9 feet, the long cord bears $S 79^{\circ} 36' W$. 503.9 feet, for a distance along said curve of 504.5 feet to a concrete right of way marker, the end of curve,

THENCE continuing with the north right of way line of said, 120 foot wide, State Hwy. No. 41, $S 74^{\circ} 39' W$., passing a concrete right of way marker, a total distance of 4193.9 feet to an iron stake, the southwest corner of subject tract, located approximately 50 feet east from the center of a road, and located 75 feet $N 74^{\circ} 39' E$. from where the most northerly west fence line of said original Survey No. 1542, J. E. Lockey, intersects said north right of way line;

THENCE along a line approximately 50 feet east from the center of a road, $N 0^{\circ} 12' E$. 3916.3 feet, an iron stake, $N 17^{\circ} 10' E$. 222.6 feet, an iron stake, $N 33^{\circ} 55' E$. 168.6 feet, an iron stake, $N 61^{\circ} 32' E$. 221.3 feet, an iron stake, $N 74^{\circ} 27' E$. 191.0 feet, an iron stake, $N 70^{\circ} 18' E$. 118.3 feet, an iron stake, $N 40^{\circ} 21' E$. 127.9 feet, an iron stake, $N 26^{\circ} 51' E$. 230.8 feet, an iron stake, $N 17^{\circ} 11' E$. 426.5 feet, an iron stake, $N 13^{\circ} 59' E$. 603.5 feet, an iron stake, $N 11^{\circ} 30' E$. 298.3 feet, an iron stake, $N 6^{\circ} 51' E$. 564.4 feet, an iron stake, $N 8^{\circ} 46' E$. 317.8 feet to an iron stake, the northwest corner of subject tract,

page 2 description of 650 acre

VOL 529 PAGE 749

THENCE N.79°41'E. 4197.0 feet to an iron stake, in the east fence line of that 330 acre, FIFTH TRACT, as recorded in Volume 133 at page 651 of the Deed Records, indicated as the division fence between the Sprout A. Morriss lands and the Elizabeth Burleson lands;

THENCE with said division fence between the Sprout A. Morriss lands and the Elizabeth Burleson lands, S.17°57'W 2483.1 feet to the place of beginning

Surveyed on the ground and field notes prepared by Domingues & Associates, Inc., Charles B. Domingues, President, Registered Public Surveyor No. 1713.


Charles B. Domingues
Registered Public Surveyor No. 1713

RECORDED IN Real Property
FILE DATE: Nov. 14, 1989
FILE TIME: 4:35 O'CLOCK P M
VOL. 529 PAGE 745
RECORDING DATE

I, Patricia Dye, hereby certify that this instrument was FILED in File Number Sequence on this 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

NOV 15 1989

NOV 15 1989



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Patricia Dye
Deputy



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

1. Easements and rights of way to Kerrville Telephone Company recorded in Volume 3, Pages 278-279 and Volume 3, Page 281-282, Kerr County Easement Records.
2. Right-of-way easement to Hill Country Telephone Cooperative, Inc., recorded in Volume 2, Page 367-368, Kerr County, Texas.
3. Easement to Central Texas Electric Cooperative, Inc., recorded in Volume 4, Page 74-75, Kerr County Easement Records.
4. Right of way easement to The Federal Land Bank of Texas, recorded in Volume 12, Page 376-378, Kerr County Easement Records.
5. Water Easement to The Federal Land Bank of Texas, recorded in Volume 21, page 243, Kerr County Easement Records.
6. Easement to The Federal Land Bank of Texas, recorded in Volume 21, Page 246, Kerr County Easement Records.
7. Right of Way easement to Central Texas Electric Coop., Inc., recorded in Volume 457, page 298 and Volume 457, page 292, Real Property Records of Kerr County, Texas.
8. Easement reserved and described in Certified Copy of Judgment recorded in Volume 148, Page 404, Kerr County Deed Records.
9. Right of way easement to Robert Woodward and wife, Mary Woodward, recorded in Volume 516, Page 199, Real Property Records of Kerr County, Texas.
10. One-half (1/2) non-participating royalty interest in and to the above described property retained by Annie Laurie Morriss in this instrument.
11. Unrecorded grazing lease expiring November 30, 1989 hunting season and unrecorded hunting lease expiring at end of 1989 hunting season on subject property.

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

LINE NO. 9-0296

P. O. BOX 553 FREDERICKSBURG, TEXAS 78624

EASEMENT NO. _____

NAME _____

1197

RIGHT OF WAY EASEMENT

(Distribution)

VOL 627 PAGE 251

Also recording return to

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

STATE OF TEXAS

COUNTY OF HALLKNOW ALL MEN BY THESE PRESENTS: Fredericksburg, Texas 78624

That the undersigned CHARLES A. REICH hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P. O. Box 553, Fredericksburg, Texas 78624, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of KERR, State Of Texas and more particularly described as follows:

A tract of land located approximately 30 miles NORTHWEST (Show Direction Above)

from the town of KERRVILLE; and bounded on the north by land owned by:

Lot #6 Longhorn Ranch

on the south by land owned by:

Waymond Anderson

on the east by land owned by:

on the west by land owned by:

Cattle Drive Road

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

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, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, 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, except those held by the following persons: N/A

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 construct 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, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

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 and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this the 7th day of OCTOBER, 19 91.

DATE

OCT 7, 1991

Charles A. Reich

L.S.

L.S.

For the single acknowledgement of one person, man or woman, married or unmarried, use:
The State of Texas,)

WOL 627 PAGE 252

County of HARRIS)

Before me, the undersigned authority, on this day personally appeared CHARLES A. REICH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

CHARLES A. REICH executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office, this 7 day of October, A.D. 1991

Notary Public, HARRIS County, Texas.

For the joint acknowledgement of man and wife, use:
The State of Texas,)

County of)
Before me, the undersigned authority, on this day personally appeared and wife,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this day of , A.D. 19

Notary Public, County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:
The State of Texas,)

County of)
Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the

foregoing instrument; and acknowledged to me that executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this day of , A.D. 19

Notary Public, County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

County of)

Before me, the undersigned authority in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after

being duly sworn by me, stated on oath that he saw the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this day of , A.D. 19

Notary Public, County, Texas.

EASEMENT

From

To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

Filed

The 26 day of Feb. A.D. 1992
at 11:10 o'clock A.M. in Harris County

Records.

I, the Clerk of said County do hereby certify that the foregoing is recorded in Volume pages

County Clerk

Deputy

After Recording Return To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

P O Box 553

Fredericksburg, Texas 78624

Blind & Son Printing, Fredericksburg, TX 78624

TEXAS ELECTRIC
COOPERATIVE, INC.

P. O. Box 553
Fredericksburg, Texas 78624

6567

LINE NO. 90-0224

EASEMENT NO.

NAME

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS)

COUNTY OF KERR)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned T. A. Peays, Jr.

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned,

situated in the County of KERR, State of Texas and more particularly described as follows:

A tract of land located approximately 7 miles WEST
(Show Direction Above)

from the town of MOUNTAIN HOME
the north by land owned by:

GORDON MORRIS
~~GORDON MORRIS HWY 41~~

on the south by land owned by:

GORDON MORRIS HWY 41

on the east by land owned by:

R. WOODWARD GORDON MORRIS

and on the west by land owned by:

R. WOODWARD

RECORDER'S MEMORANDUM
AT TIME OF RECORDATION INSTRUMENT
WAS FOUND TO BE INADEQUATE FOR
THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or high-way abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; R.E.A. Spec. RI;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

NONE

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 6th day of Sept, 1990.
Sealed and delivered in the presence of:

Date Sept 6, 1990

T. A. Peays, Jr. L.S.

L.S.

Acknowledgement of one person, man or woman, married or unmarried, use: Vol 569 PAGE 660

County of Kerr

Before me, the undersigned authority, on this day personally appeared T. A. PRAYS, JR. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

He executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6th day of September, A.D. 1970.

Bonnie Womach
Notary Public, Kerr County, Texas.



For the joint acknowledgement of man and wife, use:
The State of Texas,)

County of)

Before me, the undersigned authority, on this day personally appeared _____ and wife,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, A.D. 19 _____.

Notary Public, _____ County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:
The State of Texas,)

County of)

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, A.D. 19 _____.

Notary Public, _____ County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

County of)

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after

being duly sworn by me, stated on oath that he saw _____ the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this _____ day of _____, A.D. 19 _____.

Notary Public, _____ County, Texas.

EASEMENT

From

To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

Filed

The 5th day of Nov, A.D. 19 70
at 1:15 o'clock P.M. in Kerr County

Records.

I, the Clerk of said County do hereby certify that the

foregoing is recorded in Volume _____ pages

Patricia D. Ry

County Clerk

By Deputy

After Recording Return To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

P O Box 553

Fredericksburg, Texas 78624

After Recording Return To
CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

P. O. Box 553
Fredericksburg, Texas 78624

LINE NO. 87-0235

EASEMENT NO.

NAME
VOL. 457 PAGE 298

327
RIGHT OF WAY EASEMENT
(Distribution)

THE STATE OF TEXAS)

COUNTY OF Kern)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned...

Annie Laurie Morris
for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned,

situated in the County of Kern, State of Texas and more particularly described as follows:

A tract of land located approximately *Five (5)* miles Northwest
(Show Direction Above)

from the town of Mountain Home, Texas; and bounded on
the north by land owned by:

Helen Ward
on the south by land owned by:

Highway #41
on the east by land owned by:

and on the west by land owned by:

T. C. Watkins and Robert R. Woodward

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; R.E.A. Spec. R1;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Granting Easement as per Exhibit "A" Attached

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 22 day of Sept., 19 87.
Scaled and delivered in the presence of:

Kenneth W. Kruse
Kenneth W. Kruse

Date 22 Sept. 87

x *Annie Laurie Morris* L.S.
ANNIE LAURIE MORRIS

L.S.

For the single acknowledgement of one person, man or woman, married or unmarried, use: VOL. 457 PAGE 299
The State of Texas,)

County of)

Before me, the undersigned authority, on this day personally appeared
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this day of A.D. 19

Notary Public, County, Texas.

For the joint acknowledgement of man and wife, use:
The State of Texas,)

County of)

Before me, the undersigned authority, on this day personally appeared and wife,

known to me to be the persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this day of A.D. 19

Notary Public, County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent
executor, or whatever, use:
The State of Texas,)

County of)

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the

foregoing instrument, and acknowledged to me that
executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this day of A.D. 19

Notary Public, County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

County of Delapue)

Before me, the undersigned authority in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after

being duly sworn by me, stated on oath that he saw Annie Laurie Morris
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this day of January A.D. 1988

Notary Public, Delapue County, Texas. 8-21-91

EASEMENT

From

To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

Filed

The 12th day of Jan. A.D. 1988
at 9:30 o'clock A.M. in Delapue County

Records.

I, the Clerk of said County do hereby certify that the
foregoing is recorded in Volume 457, pages 298.

County Clerk
By: Patricia Dye Deputy

After Recording Return To

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

P. O. Box 333

Fredericksburg, Texas 78624

Deed & Son Printing, Fredericksburg, TX 78624

After Recording Return To
CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.
P. O. Box 553
Fredericksburg, Texas 78624

LINE NO. 87-0242

EASEMENT NO.

NAME

325

VOL. 457 PAGE 292

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS

COUNTY OF Ken

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Annie Laurie Morris

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Ken, State of Texas and more particularly described as follows:

A tract of land located approximately Five (5) miles Northwest
(Show Direction Above)

from the town of Mountain Home, Texas; and bounded on the north by land owned by:

on the south by land owned by: Helen Ward

on the east by land owned by: Highway # 41

and on the west by land owned by: agrees

J. C. Watkins and Robert R. Woodward

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; R.E.A. Spec. RI;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 22 day of Sept., 1987.
Sealed and delivered in the presence of:

Harvey Klein

Date September 22, 1987

x Annie Laurie Morris L.S.
ANNIE LAURIE MORRIS

L.S.

After Recording Return To
CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.
P. O. Box 553
Fredericksburg, Texas 78624

LINE NO. 87-0242

EASEMENT NO.

NAME

325

VOL. 457 PAGE 292

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS

COUNTY OF *Xen*

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned

Annie Laurie Morris

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned,

situated in the County of *Xen*, State of Texas and more particularly described as follows:

A tract of land located approximately *Five (5)* miles *Northwest*
(Show Direction Above)

from the town of *Mountain Home, Texas*; and bounded on the north by land owned by:

on the south by land owned by: *Helena Ward*

on the east by land owned by: *Highway #41*

and on the west by land owned by: *Agnews*

T.C. Watkins and Robert R. Woodward

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or high-way abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; R.E.A. Spec. RI;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this *22* day of *Sept*, 19 *87*.
Sealed and delivered in the presence of:

Harvey Klein

Date *September 22, 1987*

Annie Laurie Morris L.S.
ANNIE LAURIE MORRIS

L.S.

TELEPHONE LINE RIGHT-OF-WAY EASEMENT (53) 9013

KNOW ALL MEN BY THESE PRESENTS, that we the under signed, (whether one or more) B. N. Talbert (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto HILL COUNTRY TELEPHONE COOPERATIVE, INC., a co-operative corporation (hereinafter called the 'Cooperative') and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Kerr, State of Texas, and more particularly described as follows:

A tract of land approximately 851 acres, located $3\frac{1}{4}$ miles in a N. W. direction from the Town of Mountain Home, County of Kerr, State of Texas, and bounded by land owned by R. A. Sproule on the North; Herring & Hooks & Estes on the East; F. S. Basse on the South; and Leroy Basse on the West, and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telephone or electrification purposes.

The undersigned agree that all poles, wires and other facilities, including all telephone equipment, installed on the above-described premises at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: _____

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 24 day of November, 1953.

Signed, sealed and delivered
in the presence of:

J. M. Durden
Allan Sanders

B. N. Talbert

THE STATE OF TEXAS)
COUNTY OF COMAL)

Before me, the undersigned authority, on this day personally appeared Allan Sanders known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw B. N. Talbert, the grantor or person who executed the foregoing instrument, subscribe the same and that he had signed the same as a witness at the request of the grantor.

Given under my hand and seal of office this the 5th day of April, 1955.

SEAL

Dorothy L. Paulus
Notary Public in and for Comal County, Texas

Filed for record the 8 day of Oct. 1955 at 10:00 A. M.

Recorded the 11 day of October, 1955 at 1:45 P. M.

R. V. Nichols, County Clerk

BY Ernest M. Muenster, Deputy.

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

TELEPHONE LINE RIGHT-OF-WAY EASEMENT (51)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) R. A. Sproul (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto HILL COUNTRY TELEPHONE COOPERATIVE, INC., a co-operative corporation (hereinafter called the 'Cooperative') and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Kerr, State of Texas, and more particularly described as follows:

A tract of land approximately 6,400 acres, located $6\frac{1}{2}$ miles in a N. W. direction from the Town of Mt. Home, County of Kerr, State of Texas, and bounded by land owned by Jimmie

A tract of land approximately 3000 acres, located 6 miles in a W. direction from the Town of Mt. Home, County of _____, State of Texas, and bounded by land owned by Hiway 41 on the North; Leroy Basse on the East; Roy Kemp & Gladys Moore on the South; and Conrad Kline on the West, and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license,

Harris

on the east by land owned by:

Bill Flemming

and on the west by land owned by:

Plummer

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extend necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing, and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 17 day of September, 1964.

Sealed and delivered in the presence of:

/s/ F. E. Melear

/s/ Leo Itz

/s/ Evelyn E. Melear

Date September: 17, 1964

THE STATE OF TEXAS

COUNTY OF GILLESPIE)

Before me, the undersigned authority in and for said County and State, on this day personally appeared Leo Itz, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw Francis E. Melear and Evelyn E. Melear, the Grantor, subscribe the same and that ^{he} signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office this the 28th day of October, A. D. 1964.

Seal

Donald Ward
Notary Public in and for
Gillespie County, Texas.

Filed for record October 28, 1964 at
Recorded November 6, 1964 at 4:45 o'clock P. M. (ms)
Volume 4, page 73
EMMIE M. MUENKER, County Clerk B

By Maude Ellen Smith Deputy

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

EASEMENT

LINE NO. Garvin Store-
Mt. Home 3 p

EASMENT NO.

NAME _____

THE STATE OF TEXAS

COUNTY OF KERR Y

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Miss Dora Sproul for a good and valuable consideration, the receipt of

