

**AMENDED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR APACHE CREEK, SECTIONS 1 & 2
PROPERTY OWNERS' ASSOCIATION
KENDALL COUNTY, TEXAS**

This **AMENDED DECLARATION** made as of **April 1, 2008** by Apache Creek Property Owners Association, a Texas not for profit organization, hereinafter referred to as the "POA", and the members of the POA, hereinafter referred to collectively as the "Members", the POA and the Members being sometimes hereinafter referred to collectively as the "Declarants".

WITNESSETH:

WHEREAS, Arrow Investment Co., Inc., hereinafter referred to as the "Developer", on May 31, 1979, executed a certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Apache Creek", recorded in the Deed Records of Kendall County, Texas, in Volume 127 Pages 951-954, Document #24187 for Apache Creek Section 1, and Volume 130 Pages 648-652, Document #26247 for Apache Creek Section 2, hereinafter referred to as the "Original Declaration": and

WHEREAS, the original Declaration granted and/or imposed certain easements, conditions, covenants and restrictions with respect to certain real property known as Apache Creek, located in Kendall County, Texas and more particularly described in the Original Declaration, and

WHEREAS, the Developer conveyed all of the individual tracts, as hereinafter defined, to various purchasers thereof by various deeds at various times, and

WHEREAS, the Declarants, as the owners of the tract or tracts, wish to add and amend and by virtue of this instrument do hereby amend the original Declaration, thereof;

NOW THEREFORE, the Declarants do hereby declare that the tract or tracts shall be held, transferred and conveyed subject to and together with the following easements, conditions, covenants and restrictions, for the purpose of protecting the value of the real property, which said easements, conditions, covenants and restrictions shall run with the land and shall be binding on and shall inure to the benefit of any and all parties having any right, title or interest in the subject Property, or any part thereof, their heirs, successors and assigns.

Section II, Article 16 restrictive covenant is being amended to state the following:

16. An assessment of \$100.00 per year shall run against each tract for the use and maintenance of roads, and operating costs. The decision of the Apache Creek POA, or

majority of designated board members at its sole discretion, with respect to the use and expenditure of such funds shall be conclusive, and the Member shall have no right to dictate how such funds shall be used. Such assessment shall be payable annually in advance to the POA at its mailing address at P.O. Box 828, Comfort, TX 78013 due January 1st and no later than March 31st of each year. In the event a Member should own more than one tract or lot in aforesaid subdivision, there will be only one assessment in the amount above stipulated, provided, however, that in the event the Member should sell one or more of his said tracts to separate parties, each tract shall be assessed with the yearly maintenance fee as described above.

Section II, Article 18 is being added to said Declaration of Covenants and Restrictions according to majority vote of Members by ballot received by April 1, 2008:

18. Aerial Restrictions. No tower or transmitting or receiving aerial, or any aeriels or antennas whatsoever, shall be placed or maintained upon any Lot or any building or structure, excluding the normal antennas used for radio and television reception, unless first approved in writing by the POA. Communication, satellite, cell, microwave, or windmill generated towers shall not be constructed or leased on any lot or tract whatsoever. Any towers in place prior to April 1, 2008 shall be properly maintained and kept in a neat fashion as so designated by the POA. No lights shall be attached, affixed or around the tower above 20 feet in height. A security light by the electric company may be installed on the telephone pole only according to their specifications. The existing tower shall not be raised or extended in height above 85 feet from the ground. A fence of at least 6 foot in height shall completely enclose the tower and or cables attached to said tower. In the event that said tower becomes in disrepair and/or collapses, it is not to be reconstructed or replaced and all materials shall be removed within 30 days after tower has been assessed as in disrepair or after tower has collapsed, at the owner's or leasee's expense. No further towers shall be permitted, as voted on by majority of property owners by ballot as of April 1, 2008.

PROPOSED AMENDMENT TO RESTRICITIONS: Amendment No 2

Section II, Article 19 is being added to said Declaration of Covenants and Restrictions according to majority vote of Members by ballot received by April 1, 2008:

19. Enforcement. The POA Board by majority vote shall have the right to prevent the violation of any said restriction by citations, fines, injunction, other lawful procedure and to recover any damages resulting from such a violation. Damages for the purpose of this paragraph shall include court cost and necessary attorney fees. Fines and citations for violation of said restrictions is outlined as follows:

- A violation of restrictions shall be voted on by Board Members. The majority of the Board is required to agree that an owner is in violation.
- 1st offense: a citation shall be delivered by hand or certified mail to the property owner in violation. The property owner shall have 15 days to comply.
- Should property owner fail to comply, the owner shall be fined \$100.
- 2nd offense: a second citation shall be delivered by hand or certified mail to the


property owner in violation. The property owner shall have another 15 days to comply.

- Should the property owner fail to comply the second time, the property owner shall be fined \$200.
- 3rd offense: a notification of lien shall be delivered by the Sheriff's office, constable or certified mail to the property owner in violation. The property owner shall have another 15 days to comply.
- Should the property owner fail to comply the third time, a \$500 fine will be presented to the property owner and as lien in the total amount of \$800 for all three non-compliances shall be placed against said property.
- The owner shall be fined \$500 yearly for non-compliance and the lien will be updated.

In Witness Whereof, the undersigned, being the President and the Secretary of Apache Creek Property Owners Association, hereby certify that the Association has obtained majority vote of at least 2/3rds in favor of amendments from Members by ballot returned by April 1, 2008 of this Amended Declaration, as evidenced by written instruments filed with the records of the POA.

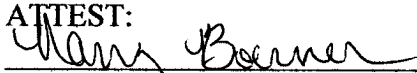
Apache Creek Property Owners Association

BY:



David Boerner, President

ATTEST:



Nancy Boerner, Secretary

STATE OF TEXAS)
COUNTY OF KENDALL)

The foregoing Declaration was acknowledged before me

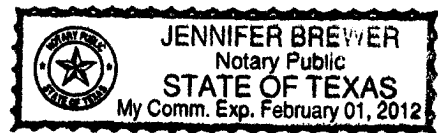
by David Boerner, as President and

by Nancy Boerner, as Secretary, of Apache Creek

Property Owners Association, a Texas nonprofit corporation, on this 4, day of June
2008.

Jennifer Brewer
Notary Public

My commission expires: Feb. 1, 2012



24187

THE STATE OF TEXAS I

COUNTY OF KENDALL I

WHEREAS, ARROW INVESTMENT CO., INC., herein called Owner, is the record owner of all of the following described property:

APACHE CREEK, Section One, being a 220.12 acre subdivision, out of the Manuel Menchaca Survey No. 84 in Kendall County, Texas, as filed for record on the 14 day of November, 1977, in Book 1, Page 116 in the Plat Records of Kendall County, Texas.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, the following restrictions upon the use of said property are hereby established and adopted and shall be made a part of each and every contract, deed and lease by Owner, and same shall be considered a part of each such contract, deed and/or lease, as though fully incorporated therein. And the restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each lot or tract in said subdivision and same shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of Owner, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property shall be entirely subject to and bound by such restrictions, as follows:

I.

The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to these restrictions.

II.

This conveyance is made subject to the following restrictions which shall be covenants running with the land:

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until June 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, provided that a majority of the then owners of the tracts may amend, change or otherwise remove these covenants and restrictions in whole or in part at any time by signing and filing for record an instrument evidencing such action. If the parties hereto, or any of them, or their heirs, successors and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Owner, its successors or assigns, to enter and abate such violation without any liability; or their successors or assigns and any other persons owning any property situated in said subdivision shall have the right to prosecute any proceedings at law or equity against the persons violating or attempting to violate such restrictions, and either to prevent them from so doing, or to cause to be removed such violations, or to recover damages for such violations.
2. Said tract or tracts shall be used solely for residential purposes.
3. Any residence, building or mobile home shall be placed a minimum of fifty (50) feet back from the front property line and no closer than ten (10) feet to either side line of any tract, except that such building set-back line shall not be applicable to those lots where a creek or other natural hazard prevents compliance with such building set-back requirements.

4. No residence shall consist of less than 450 square feet exclusive of open porches, garages, carports, etc. The exterior of all buildings must be completed not later than twelve months after laying foundations. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view. No building or structure shall be occupied or used until the exterior thereof is completely finished.
5. No buildings or structures shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have been first approved by the Seller, or by such nominee or nominees as it may designate.
6. No used materials shall be stored on the property. In the event materials shall be stored on any property or placed on the property which are, in the opinion of the Grantor or its assigns in violation of the above stipulations and agreements, Seller may notify Buyers by mail of such violation, and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Buyers agree that Seller may remove said material from the property, dispose of such materials and charge Buyers with removal costs, the exercise of which right of removal shall leave Seller free of any liability to Buyers.
7. The exterior of all buildings shall be new materials (except aged barn wood or bricks) and all non-masonry shall be finished with no less than two coats of paint except for cedar or red wood. All construction shall meet conventional and accepted construction techniques.
8. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by and installed in accordance with the proper Governmental agency regulations. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be obtained from the Seller and the proper Governmental agency.
9. No removal of trees or excavation of any other materials other than landscaping construction of buildings, etc., will be permitted without the written permission of Seller.
10. No swine shall be raised commercially, nor shall any feed lots or other concentrations of animals be allowed for commercial purposes.
11. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean sanitary condition. No junk or wrecking yards shall be located on any tract. No tract shall be used for any obnoxious purposes nor shall any noxious or offensive odor be permitted.
12. No tract shall be used for road purposes or for building a road through any tract without the written permission of Arrow Investment Co., Inc.
13. All culvert pipe placed in ditches shall conform to County specifications.
14. Mobile homes which have been approved by Seller may be placed on any tract.
15. All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.
16. An assessment of \$3.00 per month shall run against each tract for the use and maintenance of roads, and operating costs. The decision of Seller, its nominee or designee at its sole discretion, with respect to the use and expenditure of such funds shall be conclusive, and the

Buyer shall have no right to dictate how such funds shall be used. Such assessment shall be, and is hereby, secured by a lien on each tract respectively, and shall be payable to Seller at its office at 5527 Lawndale, Houston, Harris County, Texas 77023, prior to Buyer receiving a Deed, on a monthly basis, simultaneously with the regular monthly payment. After Buyer receives a Deed, the maintenance fee shall be paid annually in advance, beginning January 1 following the date of the Deed: Buyer shall pay the maintenance charge on the same day of each month as called for in the original contract following date of his Deed until January 1st of the ensuing year. In the event this contract shall cover more than one tract or lot in aforesaid subdivision, there will be only one assessment in the amount above stipulated, provided, however, that in the event Purchaser should sell one or more of his said tracts to a party who theretofore did not own property in the above described subdivision, then said tracts so transferred shall thereafter be subject to the assessment and lien herein provided for. The assessments provided for in this Paragraph, and the liens securing payment of same shall, except as to accrued and unpaid assessments, be in full force and effect until the County accepts the roads for maintenance; provided, however, that is, at any time prior to January 1, 1982, at least twenty per cent (20) of the owners of property in said Subdivision shall form a Texas Non-Profit Corporation (membership in which shall be open to all owners of property in the aforesaid Subdivision) and shall make a written request upon Seller, its successors or assigns, to do so, then Seller, its successors or assigns, shall transfer the remaining accrued assessments, and the liens securing the payment of same to said Texas Non-Profit Corporation following which transfer and conveyance Seller shall have no obligations with respect to said assessments, and the maintenance of any property in said subdivision, except the obligation to retain such assessment and lien for the benefit of said Texas Non-Profit Corporation in all subsequent conveyances by Seller of tracts in said Subdivision. In the event of such a transfer of said assessments and the liens securing payment thereof to such a Texas Non-Profit Corporation, said assessments, and the liens securing payment thereof, shall remain in full force and effect until the same may be terminated and released by said Texas Non-Profit Corporation. Further, from and after the transfer of said assessments and liens to such Texas Non-Profit Corporation, said Corporation, acting by and through its members aforesaid, shall have the right and authority to change the amount of said assessments as may be deemed advisable. Should said Texas Non-Profit Corporation terminate and release said assessments and liens while Seller is still the owner of property in said Subdivision, Seller shall not be obligated to retain such an assessment and lien in any subsequent conveyance of property in the Subdivision. Seller shall have no obligation to pay any assessment on any property not under contract to a Buyer, and in event a contract shall be terminated, then all accrued and unpaid assessments against property covered by such a contract shall be released and be of no further force and effect.

17. This contract is accepted by the Buyer subject to restrictions, easements and rights-of-ways of record or to be made of record, including ingress and egress over the roads of the Subdivision. If the Buyer violates any of the terms or conditions of this contract and restrictions or defaults in making one or more of said payments, all rights, title and interest of such Buyer, his heirs or assigns in said property, shall be forfeited and revert to the Seller, its assigns or successors.

This contract and any further conveyance is further subject to, but not limited to, a twenty (20) foot utility easement consisting of ten (10) feet along either side of the property lines on all sides of each tract for the purpose of bringing utilities to the tracts in Apache Creek, such extension subject to the rules of the Utility Company and subject to fees charged by the Utility Company and a sixty (60) foot road easement consisting of thirty (30) feet long and on either side of the portion of each tract bordered by the roadway as appearing on the plat and/or in the Metes and Bounds description to be furnished with the Deed. In the case of a utility easement along a roadway the net effect of this shall be construed to mean a forty (40) foot easement along the

portion of each tract where said roadway exists. Seller makes no representation as to the availability of any utilities, gas, electricity, telephone, water, sewage or garbage.

EXECUTED on this 10th day of November, 1977.

ARROW INVESTMENT CO., INC.

By: Lewis O. Tyra
LEWIS O. TYRA, President

THE STATE OF TEXAS }

COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared LEWIS O. TYRA, President of ARROW INVESTMENT CO., INC., a Texas corporation, 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day of November, 1977.

My Commission Expires
May 31, 1979

Dorothy Wade
Notary Public in and for Harris County, Texas

We, HARRY P. FLACH and LOUISE C. FLACH, owners and holders of a lien upon said property, do hereby ratify and confirm the above restrictions.

Harry P. Flach
HARRY P. FLACH

Louise C. Flach
LOUISE C. FLACH

THE STATE OF TEXAS }

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared HARRY P. FLACH and LOUISE C. FLACH, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15th day of November, 1977.

My commission expires 6-30-78.

Dorothy H. Booth
Notary Public in and for
County, Texas

RETURN TO: ARROW INVESTMENT CO., INC., 5527 Lawndale, Houston, Texas 77023

FILED FOR RECORD THIS	<u>15TH.</u>	DAY OF	<u>Nov.</u>	1977, AT	<u>4:40</u>	O'CLOCK	<u>P. M.</u>
RECORDED THIS	<u>17TH.</u>	DAY OF	<u>Nov.</u>	1977, AT	<u>8:45</u>	O'CLOCK	<u>A. M.</u>
BY	<u>Darlene Herrin</u>						
	DEPUTY			LORENE K. HARZ COUNTY CLERK, KENDALL COUNTY, TEXAS.			

THE STATE OF TEXAS I

26247

COUNTY OF KENDALL I

WHEREAS, ARROW INVESTMENT CO., INC., herein called Owner, is the record owner of all of the following described property:

APACHE CREEK, Section Two, being a 214.00 acre subdivision, comprised of 210.60 acres out of the Manuel Menchaca Survey No. 84 and 3.40 acres out of the H.E. & W.T. RR Co., Survey No. 217 in Kendall County, Texas, as filed for record on the 13th day of June, 1978, in Book 1, Page 123 in the Plat Records of Kendall County, Texas.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, the following restrictions upon the use of said property are hereby established and adopted and shall be made a part of each and every contract, deed and lease by Owner, and same shall be considered a part of each such contract, deed and/or lease, as though fully incorporated therein. And the restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each lot or tract in said subdivision and same shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of Owner, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property shall be entirely subject to and bound by such restrictions, as follows:

I.

The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to these restrictions.

II.

This conveyance is made subject to the following restrictions which shall be covenants running with the land:

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until June 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, provided that a majority of the then owners of the tracts may amend, change or otherwise remove these covenants and restrictions in whole or in part at any time by signing and filing for record an instrument evidencing such action. If the parties hereto, or any of them, or their heirs, successors and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Owner, its successors or assigns, to enter and abate such violation without any liability; or their successors or assigns and any other persons owning any property situated in said subdivision shall have the right to prosecute any proceedings at law or equity against the persons violating or attempting to violate such restrictions, and either to prevent them from so doing, or to cause to be removed such violations, or to recover damages for such violations.
2. Said tract or tracts shall be used solely for residential purposes.
3. Any residence, building or mobile home shall be placed a minimum of fifty (50) feet back from the front property line and no closer than ten (10) feet to either side line of any tract, except that such building set-back line shall not be applicable to those lots where a creek or other natural hazard prevents compliance with such building set-back requirements.

4. No residence shall consist of less than 450 square feet exclusive of open porches, garages, carports, etc. The exterior of all buildings must be completed not later than twelve months after laying foundations. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view. No building or structure shall be occupied or used until the exterior thereof is completely finished.
5. No buildings or structures shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have been first approved by the Seller, or by such nominee or nominees as it may designate.
6. No used materials shall be stored on the property. In the event materials shall be stored on any property or placed on the property which are, in the opinion of the Grantor or its assigns, in violation of the above stipulations and agreements, Seller may notify Buyers by mail of such violation, and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Buyers agree that Seller may remove said material from the property, dispose of such materials and charge Buyers with removal costs, the exercise of which right of removal shall leave Seller free of any liability to Buyers.
7. The exterior of all buildings shall be new materials (except aged barn wood or bricks) and all non-masonry shall be finished with no less than two coats of paint except for cedar or red wood. All construction shall meet conventional and accepted construction techniques.
8. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by and installed in accordance with the proper Governmental agency regulations. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be obtained from the Seller and the proper Governmental agency.
9. No removal of trees or excavation of any other materials other than landscaping construction of buildings, etc., will be permitted without the written permission of Seller.
10. No swine shall be raised commercially, nor shall any feed lots or other concentrations of animals be allowed for commercial purposes.
11. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean sanitary condition. No junk or wrecking yards shall be located on any tract. No tract shall be used for any obnoxious purposes nor shall any noxious or offensive odor be permitted.
12. No tract shall be used for road purposes or for building a road through any tract without the written permission of Arrow Investment Co., Inc.
13. All culvert pipe placed in ditches shall conform to County specifications.
14. Mobile homes which have been approved by Seller may be placed on any tract.
15. All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.
16. An assessment of \$3.00 per month shall run against each tract for the use and maintenance of roads, and operating costs. The decision of Seller, its nominee or designee at its sole discretion, with respect to the use and expenditure of such funds shall be conclusive, and the

Buyer shall have no right to dictate how such funds shall be used. Such assessment shall be, and is hereby, secured by a lien on each tract respectively, and shall be payable to Seller at its office at 5527 Lawndale, Houston, Harris County, Texas 77023, prior to Buyer receiving a Deed, on a monthly basis, simultaneously with the regular monthly payment. After Buyer receives a Deed, the maintenance fee shall be paid annually in advance, beginning January 1 following the date of the Deed: Buyer shall pay the maintenance charge on the same day of each month as called for in the original contract following date of his Deed until January 1st of the ensuing year. In the event this contract shall cover more than one tract or lot in aforesaid subdivision, there will be only one assessment in the amount above stipulated, provided, however, that in the event Purchaser should sell one or more of his said tracts to a party who theretofore did not own property in the above described subdivision, then said tracts so transferred shall thereafter be subject to the assessment and lien herein provided for. The assessments provided for in this Paragraph, and the liens securing payment of same shall, except as to accrued and unpaid assessments, be in full force and effect until the County accepts the roads for maintenance; provided, however, that is, at any time prior to January 1, 1982, at least twenty per cent (20%) of the owners of property in said Subdivision shall form a Texas Non-Profit Corporation (membership in which shall be open to all owners of property in the aforesaid Subdivision) and shall make a written request upon Seller, its successors or assigns, to do so, then Seller, its successors or assigns, shall transfer the remaining accrued assessments, and the liens securing the payment of same to said Texas Non-Profit Corporation following which transfer and conveyance Seller shall have no obligations with respect to said assessments, and the maintenance of any property in said subdivision, except the obligation to retain such assessment and lien for the benefit of said Texas Non-Profit Corporation in all subsequent conveyances by Seller of tracts in said Subdivision. In the event of such a transfer of said assessments and the liens securing payment thereof to such a Texas Non-Profit Corporation, said assessments, and the liens securing payment thereof, shall remain in full force and effect until the same may be terminated and released by said Texas Non-Profit Corporation. Further, from and after the transfer of said assessments and liens to such Texas Non-Profit Corporation, said Corporation, acting by and through its members aforesaid, shall have the right and authority to change the amount of said assessments as may be deemed advisable. Should said Texas Non-Profit Corporation terminate and release said assessments and liens while Seller is still the owner of property in said Subdivision, Seller shall not be obligated to retain such an assessment and lien in any subsequent conveyance of property in the Subdivision. Seller shall have no obligation to pay any assessment on any property not under contract to a Buyer, and in event a contract shall be terminated, then all accrued and unpaid assessments against property covered by such a contract shall be released and be of no further force and effect.

If and when the roads are ever brought up to the county specifications, which would include black topping by the developer, a property owner's association or the county; then at this time there would be a lien to pay for this work created on each lot of \$3.00 per lineal front foot and would create a lien on each lot for payment of same. The payment could be made in cash or in equal annual installments on a five (5) year period including interest at nine per cent (9%). The developer makes no promise that the roads will ever be black topped and the lien applied.

17. This contract is accepted by the Buyer subject to restrictions, easements and rights-of-ways of record or to be made of record, including ingress and egress over the roads of the Subdivision. If the Buyer violates any of the terms or conditions of this contract and restrictions or defaults in making one or more of said payments, all rights, title and interest of such Buyer, his heirs or assigns in said property, shall be forfeited and revert to the Seller, its assigns or successors.

This contract and any further conveyance is further subject to, but not limited to, a twenty (20) foot utility easement consisting of ten (10) feet along either side of the property lines on all sides of each tract for the purpose of bringing utilities to the tracts in Apache Creek, such extension subject to the rules of the Utility Company and subject to fees charged by the Utility Company and a sixty (60) foot road easement consisting of thirty (30) feet long and on either side of the portion of each tract bordered by the roadway as appearing on the plat and/or in the Metes and Bounds description to be furnished with the Deed. In the case of a utility easement along a roadway the next effect of this shall be construed to mean a forty (40) foot easement along the portion of each tract where said roadway exists. Seller makes no representation as to the availability of any utilities, gas, electricity, telephone, water, sewage or garbage.

EXECUTED on this 26th day of July, 1978.

ARROW INVESTMENT CO., INC.

By: Lewis O. Tyra
LEWIS O. TYRA, President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared LEWIS O. TYRA, President of ARROW INVESTMENT CO., INC., a Texas Corporation, 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 26th day of July, 1978.

My Commission Expires:

May 31, 1979

Dorothy Wade
Notary Public in and for Harris County, Texas

We, HARRY P. FLACH and LOUISE C. FLACH, owners and holders of a lien upon said property do hereby ratify and confirm the above restrictions.

Harry P. Flach
HARRY P. FLACH

Louise C. Flach
LOUISE C. FLACH

THE STATE OF TEXAS |
COUNTY OF KENDALL

BEFORE ME, the undersigned authority, on this day personally appeared HARRY P. FLACH and LOUISE C. FLACH, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 27 day of July, 1978.

My Commission Expires

11-30-78

Don K. Lewis
Notary Public in and for Kendall
County, Texas

FILED FOR RECORD THIS 27TH DAY OF July 1978, AT 11:35 O'CLOCK A.M.
RECORDED THIS 28TH DAY OF July 1978, AT 10:50 O'CLOCK A.M.

BY: Darlene Herrin
DEPUTY

SHIRLEY R. STEHLING
COUNTY CLERK, KENDALL COUNTY, TEXAS.

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Jun 04, 2008 at 01:47P

Document Number: 00232651

Total Fees : 59.00 *pd.*

Receipt Number - 111379

By Deputy: Sally Peters

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

STATE OF TEXAS, COUNTY OF KENDALL

I hereby certify that this instrument was filed in File
Number Sequence on the date and at the time
stamped hereon and was duly recorded in the
Official Records of Kendall County, Texas on:



JUN 5 2008

DARLENE HERRIN, County Clerk
Kendall County, Texas

By: *XLM* Deputy