

3030

RESTRICTIONS
EASTERN HALF OF CULLUM RANCH

KERR COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BEAR HOLLOW, INC., a Texas Corporation, of the County of Kerr, State of Texas, hereinafter referred to and identified as "Owner", is the owner of the tract of land in Kerr County, Texas, said tract of land consisting of all that certain 4,034.002 acres of land known as the Eastern half of the Cullum Ranch more fully described in that certain deed dated the 6th day of July, 1973, from Edith Cullum Wagner, Landon H. Cullum and Darrell G. Lochte, Trustees of the Frank P. Cullum, Sr., Trust, to Bear Hollow, Inc., recorded in Volume , Page , of the Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes; and,

WHEREAS, it is deemed to be to the best interests of the above described Owner and of the persons who may hereafter purchase all or any part of said lands above described that there be established and maintained a uniform plan for the improvement and development of the land covered as a restricted and modern land development to preserve the character and natural beauty of said land; and,

WHEREAS, it is desirable that such restrictions applying to said 4,034.002 acres of land be put of record and include all or any part of the said land in said tract,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owner does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on the Owner and all persons acquiring title under it until January 1, 1992, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said tract it

is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owner, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Owner or any other person or persons owning any of the real property situated in the above referred to tract to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

Such restrictions and covenants are as follows, to-wit:

FIRST. That the above said property herein shall not be used for business purposes of any character nor have any commercial or manufacturing purpose.

SECOND. That no swine shall be allowed.

THIRD. That no automobile, truck, trailer or other vehicles shall be abandoned on this property, if it is visible from a public road.

FOURTH. That no dumping or placing of unsightly objects of any kind shall be allowed on the property if it is visible from a public road.

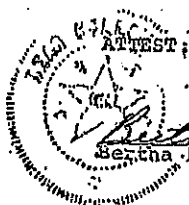
FIFTH. That no disposal of any kind shall be allowed that would pollute any body of water or stream.

SIXTH. That any sewerage disposal system constructed on this property shall be built in compliance with State Health Department specifications.

SEVENTH. That no deviations of any kind shall be allowed from these restrictions without permission in writing from the Owner.

VOL. 165 PAGE 237

IN WITNESS WHEREOF, the undersigned has caused these presents
to be executed, and its corporate seal affixed, this 6th day of
July, A. D. 1973.



BEAR HOLLOW, INC.

BY G. E. Lehmann
G. E. Lehmann, President

FILED FOR RECORD

at 4:45 o'clock P.M.

JUL 6 1973

Emmie M. Muenker
Clerk County Court, Kerr County, Texas

By Estelle Witt Deputy

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally
appeared G. E. Lehmann, President of Bear Hollow, Inc., a 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, in the capacity
therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 6th day of
July, A.D. 1973.



Gertrude B. Andrus
Notary Public in and for
Kerr County, Texas

GERTRUDE B. ANDRUS
Notary Public
Kerr County, Texas

- 3 -

Filed for record July 6, 1973 at 4:45 o'clock P.M.
Recorded July 10, 1973
EMMIE M. MUENKER, Clerk

By Margaret Muenker Deputy

783695

KERR COUNTY, TEXAS

THE STATE OF TEXAS §

THE COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument dated July 6, A. D. 1973, BEAR HOLLOW, INC., a Texas Corporation, acting by and through its President, G. E. Lehmann, placed certain restrictions against a tract of land in Kerr County, Texas, known as the Eastern Half of Cullum Ranch and consisting of 4,034.002 acres of land more fully described in that certain deed dated July 6, 1973, from Edith Wagner (formerly Edith Y. Cullum), Landon H. Cullum and Darrell G. Lochte, Testamentary Trustees of the Frank P. Cullum, Sr. Trust created under the Last Will and Testament of Frank P. Cullum, Sr., deceased, to Bear Hollow, Inc., recorded in Volume 165, Page 226, of the Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes; and,

WHEREAS, said instrument is recorded in Volume 165, Page 235, Deed Records of Kerr County, Texas; and,

WHEREAS, it is the desire of the undersigned to amend said restrictions on said property as follows, to-wit:

That the restrictions numbered FIRST be deleted and the following substituted therefor;

FIRST: That the above described property shall not be used for commercial and manufacturing purposes. However, it is specifically understood that there is excluded from the term "commercial" the business of raising livestock, hunting, recreational enterprises, summer camps, tennis camps, youth camp and church camp type operations.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this the 5th day of June, A. D. 1978.

ENERGY/LAND, INC.

BY: 

G. E. LEHMANN

Its Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF KERR S

VOL 209 PAGE 318

BEFORE ME, a Notary Public in and for said county and state, on this day personally appeared G. E. LEHMANN, known to me to be the person whose name is subscribed to the foregoing instrument as attorney in fact for ENERGY/LAND, INC., and acknowledged to me that he executed the same as attorney in fact for the said ENERGY/LAND, INC., and that the said ENERGY/LAND, INC. executed the same by and through him, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th
day of June, A. D. 1978.

Notary Public in and for
Kerr County, Texas

William Ranch
SHERIFF AND SONS, INC.
TO
THE PUBLIC
AMENDED RESTRICTIONS
EASTERN HALF OF CULLUM RANCH
KERR COUNTY, TEXAS
FILED FOR RECORD
JUN 6 1978
at 3:25 o'clock P.M.
EMILIE M. MUEBECK
County Clerk, Kerr County, Texas
By Eric M. Muebeck Deputy
Return to:
LAVERN D. HARRIS
A PROFESSIONAL CORPORATION
ATTORNEY AT LAW
REALTY AND TRUST BUILDING
KERNVILLE, TEXAS 78028

Filed for record June 6, 1978 at 3:25 o'clock A.M.
Recorded June 8th, 1978
EMMIE M. NUENKER, Clerk By Brigance

By Brian McCaril Deputy

7193

WL 0668 PAGE 584

WARRANTY DEED

STATE OF TEXAS §
COUNTY OF KERR § KNOW ALL MEN BY THESE PRESENTS:

That LAVERN D. HARRIS, TRUSTEE, hereinafter referred to as Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by JAMES E. ALLEN, of P.O. Box 1022, Marietta, Washington County, Ohio 45750, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged and confessed, and for which no lien, express or implied, does or shall exist, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the above named Grantee, all of the following described property lying and being 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 Tract No. 33, of BEE CAVES RANCH, a subdivision of record in Volume 4, Page 113, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

SAVE AND EXCEPT, however, from the land hereinabove described, all of the oil, gas and other mineral rights and minerals of whatsoever description on, in and under, and that may be produced from the hereinabove described land, which said oil, gas and other mineral rights and minerals, it is expressly understood, stipulated and agreed, are hereby reserved by Grantor, for itself, its successors and assigns, in fee simple forever.

In order to carry out a general plan of conservation and preserve the character and natural beauty of this land, this

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conveyance is made and accepted Grantee, subject to the restrictions, covenants and conditions upon the premises hereby conveyed as follows, to-wit:

FIRST: That these covenants are to run with the land and shall be binding on the Grantees and all persons claiming under Grantees until January 1, 1994, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in Bee Caves Ranch, it is agreed to change said covenants in whole or in part.

SECOND: That the above described property herein conveyed shall not be used for commercial hunting nor business purposes of any character nor have any commercial or manufacturing purpose.

THIRD: That no automobile, truck, trailer, or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.

FOURTH: That any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.

FIFTH: That no disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.

SIXTH: That no swine shall be allowed.

SEVENTH: Since road maintenance in this development is of importance to all property owners, Grantees hereby authorize Grantor to maintain such roads for the common good and to charge each property owner a fee of \$4.00 per acre per year. Such charge shall not be more than \$100.00 per tract per year, unless at any time after the present date it is required for any reason that the roads must be maintained or improved to a greater degree than at present. Grantees agree that the cost of such maintenance, or improvements shall be the immediate obligation of the then property owners of the development on a pro rate acreage-owned basis. Such charge shall be only for a period of time until roads

are accepted for maintenance by Kerr County. Such charge shall be made by direct billing to the property owner. If said road maintenance charge is not paid within sixty (60) days of billing, it shall become a bona fide lien against the above described property. Such lien, however, shall be second and subordinate to any lien placed upon such lands to secure the payment for improvements constructed on said lands.

EIGHTH: An easement is retained and provided for roads 60 feet wide as per plat. An access easements is provided 60 feet wide as per plat.

NINTH: Perpetual easements are hereby retained for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface, or underground, along and within ten (10) feet of the rear, front, and side lines of all lots and/or tracts or the development, within ten (10) feet of all road easement lines, and ten (10) feet along the outer boundaries of all streets and access easements, within the right of way of all dedicated streets, roads, or access easements. 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 tract and all improvements within it shall be maintained by the owner of the tract, except for those improvements for which an authority or utility is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easements when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portion of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any lots and/or tracts of this subdivision.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Grantees herein, as well

as their heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by Grantor, or its designees in writing.

This conveyance is made and accepted SUBJECT TO the following:

1. The restrictions set forth in Volume 165, Page 235, Deed Records of Kerr County, Texas, which restrictions were amended by that certain amendment dated the 5th day of June, 1978, and recorded in Volume 209, Page 317, Deed Records of Kerr County, Texas.

2. Easements for electric and telephone utilities as the same exist of record and/or are apparent on the ground, including an easement to L.C.R.A. recorded in Volume 5, Page 43, Kerr County Easement Records.

3. Easements as described on Plat recorded in Volume 4, Page 113, Plat Records of Kerr County, Texas.

4. Easement from Energy/Land, Inc., to RAW Investments, Inc., recorded in Volume 9, Page 487, Easement Records of Kerr County, Texas.

5. Visible and apparent roadways and easements across subject property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named Grantee, his heirs and assigns forever; and Grantor herein hereby binds itself, its successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the above named Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

THE TRUSTEE HEREIN NAMED IS EXCLUDED FROM ANY PERSONAL LIABILITY PURSUANT TO SECTION 114.084 OF THE TEXAS PROPERTY CODE.

EXECUTED this the 31st day of March, 1993.

Lavern D. Harris Trustee
LAVERN D. HARRIS, TRUSTEE

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 31st day of March, 1993, by LAVERN D. HARRIS, TRUSTEE, in said capacity.

Elizabeth DeBree Bohner
Notary Public, State of Texas
My Commission Expires: _____

Stamped or Printed Name of Notary



ELIZABETH DEBREE BOHNER
Notary Public, State of Texas
My Comm. Exp. 08-22-98

RETURN TO:
GRANTEES' Address:

~~P.O. Box 1022~~
~~Marietta, Ohio 45740~~
4907 Canadian Ave.
Midland Tx 79707

FILED FOR RECORD
at 3:35 o'clock P.M.

SEP 19 1996

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Marlene Pedraza Deputy

RECORDERS NOTE
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PAPER, ILLIGIBILITY, CARBON OR PHOTO COPY, ETC.

RECORD Real Property
VOL 868 584

RECORDING DATE

SEP 20 1996

SEP 20 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY

5



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

FILED BY: KERR COUNTY ABSTRACT & TITLE CO.

16077

5948**WARRANTY DEED****VOL 0964 PAGE 043****Date:** August 3, 1998**Grantor:** LAVERN D. HARRIS, TRUSTEE**Grantor's Mailing Address (including county):**815 Jefferson Street, Suite C
Kerr County, Kerrville, TX 78028**Grantee:** J.P. MAXCEY, JOHN LAWRENCE MAXCEY, JAMES LAVERNE
MAXCEY, JEFFERY WORTHY MAXCEY**Grantee's Mailing Address (including county):**15603 Park Estates Lane
Harris County, Houston TX 77062**Consideration:**TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE
CONSIDERATION CASH IN HAND PAID, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED.**Property (including any improvements):**All that certain tract or parcel of land and being situated in the County of Kerr, State
of Texas, and being tract 34 of Bee Cave Ranch, a subdivision of record in Volume 4,
Page 113, of the Deed Records of Kerr County, Texas to which in instruments and is
record references is here for all purpose.**Reservations from and Exceptions to Conveyance and Warranty:**

See Exhibit A here attached and made part hereof for all purposes

Grantor, for the consideration hereinbefore stated and subject to the reservations
from and exceptions to conveyance and warranty stated herein, grants, sells, and conveys
to each Grantee herein after named an undivided interest in and to the property, as
follows:

J.P. Maxcey	1/2 (one-half) undivided interest
John Lawrence Maxcey	1/6 (one-sixth) undivided interest
James Laverne Maxcey	1/6 (one-sixth) undivided interest
Jeffrey Worth Maxcey	1/6 (one-sixth) undivided interest

LisaMaxcey\2

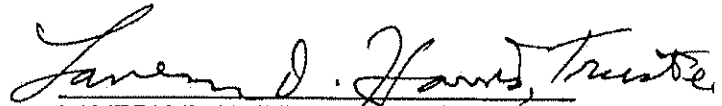
VOL 0964 PAGE 044

together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservation from and exceptions to conveyance and warranty.

This conveyance is made and accepted subject to the restrictions and covenants applicable to Bee Cove Ranch, a copy of which is marked Exhibit and made a part hereof for all purposes. Further, this conveyance is made subject to all easements, mineral reservations and other matters found of record in the office of the County Clerk of Kerr County, Texas, if the same are still in force and effect.

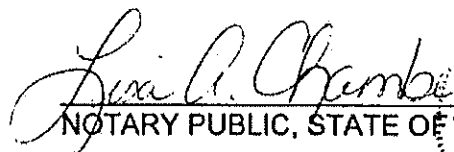
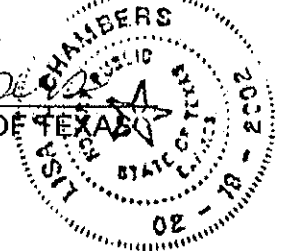
Current year ad valorem taxes have been pro-rated to date and are assumed by Grantee.

When the context requires, singular nouns and pronouns include the plural.


LAVERN D. HARRIS, TRUSTEE

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 3rd day of August, 1998, by Lavern D. Harris, Trustee


NOTARY PUBLIC, STATE OF TEXAS


AFTER RECORDING RETURN TO:

✓ J.P. MAXCEY
15603 Park Estates Lane
Houston, TX 77062

LisaMaxceyL2

PREPARED BY:

HARRIS & HARRIS, P.C.
815 Jefferson Street, Suite C
Kerrville, TX 78028

**BEE CAVE RANCH
ENERGY-LAND, INC.
P. O. BOX 1588
KREWEVILLE, TEXAS 79020**

VOL 0964 PAGE 045

RESTRICTIONS AND COVENANTS

In order to carry out a general plan of conservation and preserve the character and natural beauty of this land, this agreement is subject to the covenants hereby made by Sellers, and made and accepted subject to the restrictions and conditions upon the premises hereby contracted for as follows, to-wit:

1. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him until January 1, 1994, at which time said covenants shall be automatically extended for successive periods of ten years, unless a vote of the then owners of the majority of the land in this ranch, it is agreed to change said covenants in whole or in part.
2. That the above said property herein shall not be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purpose.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. A property owners association shall be formed in the manner hereinafter set forth.
5. That any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.
6. That no disposal of any kind shall be allowed that would pollute any stream or body of water of which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.
7. That no swine shall be allowed.
8. Since public road maintenance in this development is of importance to all property owners, PURCHASER hereby authorizes SELLER to maintain such roads for the common good and to charge each property owner a fee of \$4.00 per acre per year. Such charge shall not be more than \$100.00 per tract per year and only for such a period of time until roads are accepted for maintenance by the County. Such charge shall be made by direct billing to the property owner or PURCHASER hereby authorizes SELLER, at his option, to deduct such charge from payments made by PURCHASER, and any such charge so deducted shall not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a bona fide lien against the above described tract.
9. An easement is retained and provided for roads 80 feet wide as per plat. An access easement is provided 60 feet wide as per plat.
10. Perpetual easements are hereby retained, for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface, or underground, along and within ten (10) feet of the rear, front, and side lines of all lots and/or tracts of the RANCH within ten (10) feet of all road easement lines, and ten (10) feet along the outer boundaries of all streets and access easements, within the right of way of all dedicated streets, roads, or access easements. 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 tract and all improvements within it shall be maintained by the owner of the tract, except for those improvements for which an authority or utility is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth, and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easements when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portion of said lots and/or tracts not within said easement so long as such items do not prevent the constructions of buildings on any of the lots and/or tracts of this subdivision.

Exhibit A

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11. PROPERTY OWNERS' ASSOCIATION

A. At such time as 90% of the acreage in the ranch has been sold or contracted for sale by the SELLER, each tract owner will be informed of the time, date and place of a meeting of all tract owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the property owners in attendance at such meeting in person or by written proxy shall be sufficient to transact the business of such meeting. Each tract owner, including the SELLER attending or represented by written proxy at such meeting shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such association, as a non-profit corporation, or otherwise, the SELLER shall transfer and assign to such association the current balance of the road maintenance fund and all rights and authority for road maintenance which were granted to them by the original sale of the property. Thereafter, such association shall have the power, authority and obligation to supervise, regulate, control, operate and maintain the roadways, of the ranch and shall have the right, power and authority and obligation to make such reasonable assessments against each tract in the ranch as may be required to support, meet and pay the administrative expenses thereof, if any, and to pay the costs and expenses reasonable required to own, operate and maintain such roadways. All such assessments upon any tract in the ranch shall become the personal obligation of the owners of such tract and such association shall have and is hereby granted a lien upon each tract to secure the payment of such assessments and such assessments shall be obligations running with the land.

B. Votes at the initial meeting of tract owners to organize the Property Owners' Association shall be evidenced by written ballot furnished by the SELLER and the questions or issues which shall be acted upon at such meeting, in addition to such other issues as may properly come before the meeting, shall be:

- The form of the organization, e.g., non-profit corporation; informal association, etc.
- Election of officers to fill the offices of President, Vice-President, Secretary and Treasurer for the first one year period of the association's operation.
- Election of a committee to prepare and adopt the by-laws or rules and regulations for operation.
- To set the time, date and place of the next meeting of the members of the association, which shall be not later than one year from the date of the initial meeting. There shall be a meeting of the members of the association at least one each year.

12. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the SELLER.

Tract Number(s)

Date May 4, 1998

Purchaser

Purchaser

Seller: BEE CAVE RANCH
ENERGY-LAND, INC.

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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FILED FOR RECORD

at 11:57 a'clockA.M

AUG 3 1998

BILLIE G. MEEKER

Clerk County Court, Kerr County, Texas
Marilyn M. McLean Deputy
9+5+1

RECORD

VOL

Real Property
96.4 PG 43

RECORDING DATE

AUG 04 1998



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

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

AUG 04 1998



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS