

HEIGHTS OF KERRVILLE RESTRICTIONS

Volume 246, Page 127, Deed Records of Kerr County, Texas; Volume 1593, Page 139, and Volume 1783, Page 102, Official Public Records of Kerr County, Texas; Volume 8, Pages 125-130, Plat Records of Kerr County, Texas; Volume 1801, Page 160, File No. 11-06781 and 11-06783, Official Public Records of Kerr County, Texas, and File No. 14-03081, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement dated May 21, 1959 to L.C.R.A., recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas. (Lots 13, 44, 45, 46, 47, 48, 49, 52, 53, 54, and 55 only)
- Easement dated October 10, 1972 to Kerrville Telephone Company recorded in Volume 7, Page 471, Easement Records of Kerr County, Texas. (Lots 61, 59 & 57 only)
- Easement reserved in deed dated April 1, 1998, recorded in Volume 943, Page 723, Real Property Records of Kerr County, Texas. (Lot 57 & 56 only)
- Easement and Right Of Way dated January 15, 1999 to Kerrville Public Utility Board, recorded in Volume 1045, Page 42, Real Property Records of Kerr County, Texas. (Survey 1862, A-1435, ie. Lots 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46 only)
- Easements as per the Plat recorded in Volume 8, Pages 125-130, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments filed under File No. 14-03081, Official Public Records of Kerr County, Texas.

Company insures the insured against loss, if any, sustained by the insured under the terms of the Policy if this item is not subordinate to the lien of the insured mortgage.

- Termination of Easement Affidavit dated October 21, 2011, and filed on November 4, 2011, under File No. 11-06782, Official Public Records of Kerr County, Texas.
- Abandonment of Covenants and Easement Rights dated October 21, 2011, and filed on November 4, 2011, under File No. 11-06783, Official Public Records of Kerr County, Texas.
- Owner's Ratification of Plat dated May 6, 2013, executed by TF-Hartman, LLC, a Texas limited liability company and TF-Heights of Kerrville, LLC, a Texas limited liability company filed on May 7, 2013 under File No. 13-003156, Official Public Records of Kerr County, Texas.
- Quitclaim Deed (Conveyance of Mineral Interest Only) by Grantor, as described in instrument from Kerrville Heights, LLC, a Texas limited liability to PNL New ERA, LLC, dated December 13, 2013, and filed with the Kerr County Clerk on December 17, 2013 under Clerk's File No. 13-08686, Official Public Records of Kerr County, Texas, reference

to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.

- Bylaws for Heights of Kerrville Homeowners Association filed on May 21, 2014 under File No. 14-03082, Official Public Records of Kerr County, Texas.
- Management Certificate for The Heights of Kerrville filed on May 21, 2014 under File No. 14-03083, Official Public Records of Kerr County, Texas.
- Guidelines for Alternative Payment Plat dated March 5, 2014 for The Heights of Kerrville, and filed on May 21, 2014 under File No. 14-03084, Official Public Records of Kerr County, Texas.
- Records Production and Copying Policy and Retention Policy dated March 5, 2014 for The Heights of Kerrville being filed on May 21, 2014 under File No. 14-03085, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER'S POLICY ONLY)

811491

THE STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WALTON J. WENZEL, Individually and as Independent Executor of the Estate of Walter A. Wenzel, Deceased, ERMA YOSS WENZEL, Individually and as Independent Executrix of the Estate of Walter A. Wenzel, Deceased, DELORES WENZEL BLASER, CHARLOTTE WENZEL MANGUM, and JACK L. REYNOLDS, are the owners of the following described property located in Kerr County, Texas:

129.7631 acres of land out of Survey No. 1862, Abstract No. 1435, J. D. Leavell, more particularly described in Deed from Hazel Evertson to Walter Wenzel recorded in Volume 152, Page 118, Deed Records of Kerr County, Texas, out of which such 129.7631 acre tract 34.06 acres being conveyed to Jack L. Reynolds subject to these Restrictions; and,

All of the land still owned by the Wenzel Grantors out of the original 460 acres conveyed to Walter A. Wenzel from Elizabeth Ann Marks, et vir, in the Lara Survey No. 123, by Deed recorded in Volume 85, Page 107, Deed Records of Kerr County, Texas; and,

WHEREAS, it is deemed to be in the best interest of all owners and future owners that there be established certain restrictions on use;

NOW, THEREFORE, know all men by these presents, that the said owners that the property described above shall be held, transferred, sold and conveyed, improved, and occupied subject to the covenants, conditions, restrictions and easements as hereinafter set forth, which shall run with the land and be binding upon all parties having any interest therein.

1. No mobile home, double wide, or the like, shall ever be located upon said land. In addition, no travel trailer, camper, or any other structure shall ever be occupied as living quarters, nor located permanently upon the land. Except, however, the said Wenzel owners may locate one (1) mobile home for their personal use only.

2. Except for the commercial exceptions listed hereinafter, the land shall be used only for residential purposes.

3. The commercial exceptions to residential use are as follows: Agricultural and ranching purposes, except, however, no swine shall ever be kept upon the land; any use permitted by R 3 Zoning Ordinance of the City of Kerrville; uses incident to the conduct of the business of a nursing home or retirement center; neighborhood businesses located on main thoroughfares and located on the extremities of any residential development, such as drive-in groceries, professional offices and the like. No manufacturing, industrial or warehousing use shall ever be permitted.

4. No use shall be permitted which results in substantially increased traffic, noise, smoke, run-offs, discharge, or which, in any manner, disturbs or lessens the use of, the land for peaceful residential purposes.

5. No structure, either for residential use, or for a permitted commercial use, (except out-buildings, barns and the like), shall contain less than 1,200 square feet of heated and colled area.

6. The owners listed herein and future owners, or any one of them, shall have the right to enforce these restrictions by any proceeding, at law or in equity. A purchaser under a Contract of Deed shall be deemed to be an "Owner". It shall never be necessary to prove irreparable injury for enforcement of these restrictions. Any person held to be in violation of these restrictions, shall also pay to the enforcer those attorney's fees and expenses reasonably and necessarily expended for the enforcement hereof.

SIGNED this the 23rd day of March, 1981.

Walton J. Wenzel
WALTON J. WENZEL, individually
and as Independent Executor of
the Estate of Walter A. Wenzel,
Deceased.

Em. Jean Wenzel
EMILY J. WENZEL, individually
and as Independent Executrix of
the Estate of Walter A. Wenzel,
Deceased.

Charlotte Wenzel Rung
CHARLOTTE WENZEL RUNG
By WALTON J. WENZEL,
Attorney-In-Fact

Charlotte Wenzel Rung
CHARLOTTE WENZEL RUNG
By WALTON J. WENZEL,
Attorney-In-Fact

Jack L. Reynolds
JACK L. REYNOLDS

THE STATE OF TEXAS X
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared WALTON J. WENZEL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office this the 23rd day of MARCH, 1981.



THE STATE OF TEXAS X
COUNTY OF KERR X

Thomas M. Myers
Notary Public in and for
Kerr County, Texas
THOMAS M. MYERS
EXPIRES 1-9-85

Before me, the undersigned authority, on this day personally appeared ERMA YOSS WENZEL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 23rd day of MARCH, 1981.



THE STATE OF TEXAS X
COUNTY OF KERR X

Thomas M. Myers
Notary Public in and for
Kerr County, Texas
THOMAS M. MYERS
EXPIRES 1-9-85

Before me, the undersigned authority, on this day personally appeared JACK L. REYNOLDS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 23rd day of MARCH, 1981.



Thomas M. Myers
Notary Public in and for
Kerr County, Texas
THOMAS M. MYERS
EXPIRES 1-9-85

Ac # 811491

Restriction

Walton J. Wenzel
Indiv. et al

to
The Public

FILED FOR RECORD

on 4:55 o'clock P.M.

MAR 23 1981

EMME M. MUENKER

Clerk County Court, Kerr County, Texas
By Betty F. Sherry Deputy

RETURN to:

JACK Reynolds
Hilltop Village
Hilltop Circle
Keeville, TX 77028

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

Filed for record March 23, 1981 at 4:55 o'clock P.M.
Recorded March 26, 1981
EDDIE M. MUENKER, Clerk

By Betty F. Sherry Deputy

02725

VOL. 1593 PAGE 0139

MEMORANDUM OF DEVELOPMENT AGREEMENT

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

A Development Agreement (the "Agreement") was made and entered into as of March 13, 2007, by and between the CITY OF KERRVILLE, TEXAS (the "City"), a municipal corporation in Kerr County, Texas, acting by and through its governing body, the City Council of Kerrville, Texas, and PHOENIX SUMMIT, LTD. (the "Landowner"), pursuant to City Resolution No. 034-2007.

The Landowner owns approximately 300 acres of land more particularly described in Exhibits A and B, attached hereto (the "Property").

The purpose of the Agreement is to define the City's regulatory authority over the Property to establish certain restrictions and commitments imposed and made in connection with the development of the Property and to provide certainty to the Landowner concerning annexation.

A copy of the Agreement and all exhibits thereto may be obtained from the City Manager of the City of Kerrville, Texas.

Executed this 23rd day of MARCH, 2007.

CITY OF KERRVILLE, TEXAS

By: *Paul A. Hofmann*

Name: Paul A. Hofmann

Title: City Manager

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this 27th day of March, 2007, by Paul A. Hofmann, City Manager of CITY OF KERRVILLE, TEXAS, on behalf of said municipality.

Brenda G. Craig
 Notary Public, State of Texas


53

PHOENIX SUMMITT, LTD.

By: *Andy Phillips* mgr.
Name: Andy Phillips
Title: Managing Partner

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this 23rd day of March, 2007, by A. B. (Andy) Phillips, Managing Partner of PHOENIX SUMMITT, LTD, a Texas Limited Partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

FILED FOR RECORD
at 4:16 o'clock P.M.

MAR 27 2007

JANNETT PIEPER
County Clerk, Kerr County, Texas
[Signature] Deputy

AFTER RECORDING RETURN TO:

City Clerk ✓
City of Kerrville, Texas
800 Junction Highway
Kerrville, Texas 78028

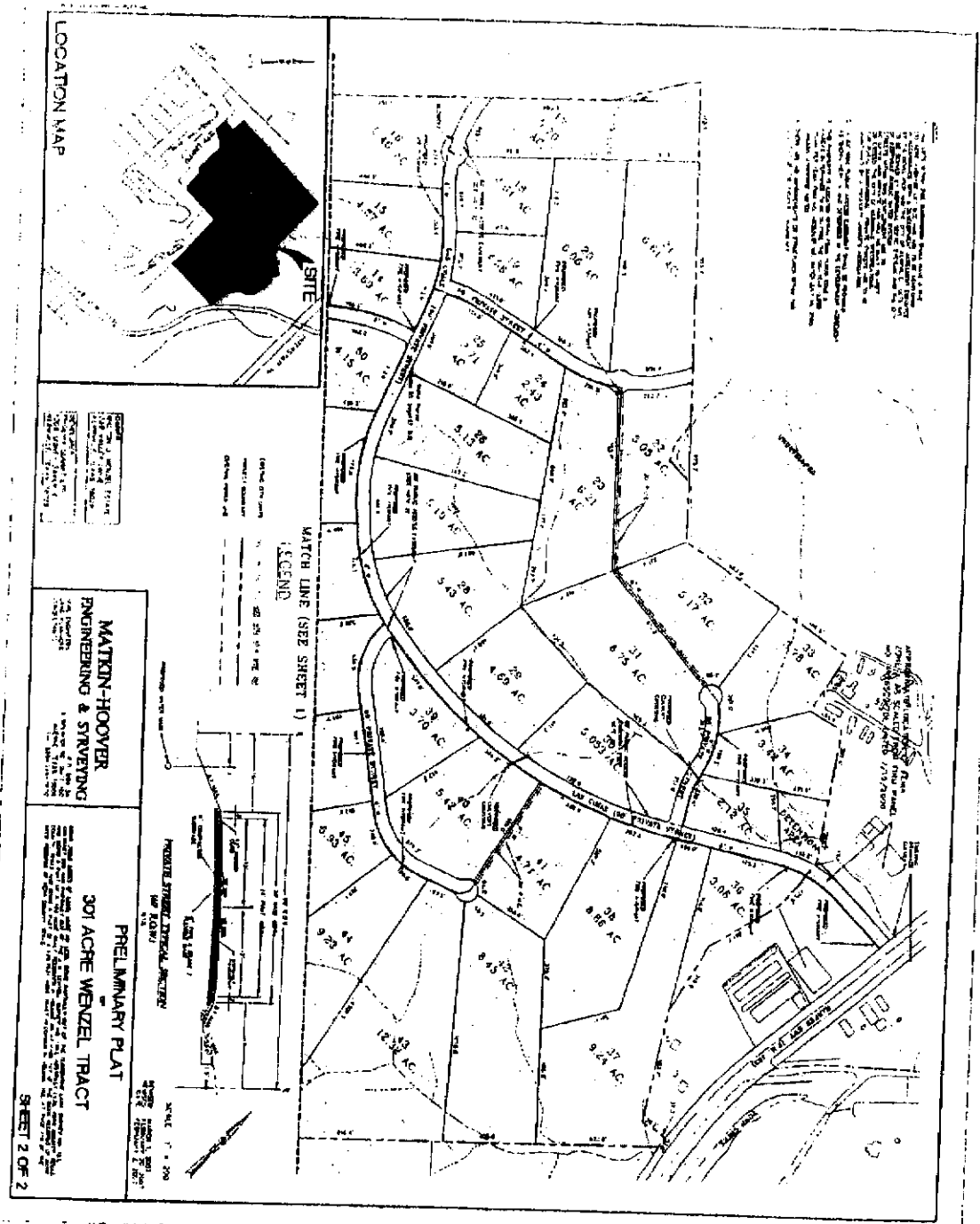
RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

Provisions herein which restrict the alien, 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 Kerr County, Texas on

MAR 28 2007



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS



Domingues & Assoc.Professional Land Surveying
Subdivision Design

Re: description of 0.39 acres, Wenzel, Kerr County, Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kerr; State of Texas; comprising 0.39 acres, more or less; out of original Survey No. 1861, M. K. & T. H. R. R., Abstract No. 1242; being adjacent to the northwest line of original Survey No. 123, Florence Lara, Abstract No. 223, Patent by Lewis Nath, dated November 29, 1848; and subject tract being more particularly described by notes and bounds, as follows, to wit:

BEGINNING at the north corner of that 460 acre tract which was conveyed from Mrs. Elizabeth Ann Marks and husband, Norman L. Marks, to Walter A. Wenzel, by deed dated 5th October, 1948, of record in Volume 85, page 107, of the Deed Records of Kerr County, Texas, which tract was previously conveyed from W. C. Pawest, et. ux., to Elizabeth Ann Marks by deed of record in Volume 79, page 328, Deed Records of Kerr County, Texas, (deed 85/107- the north corner of Survey No. 123, at fence) being in a southwest line of that 61.38 acre tract which was conveyed from Elaine H. Byrd, to Charles F. Johnson & Madlyn Johnson, by deed of record in Volume 804, at page 238, of the Real Property Records of Kerr County, Texas, which tract is stated to be part of that 69.423 acre tract which was conveyed from C. V. Berryman, et. ux., to Elaine H. Byrd, by deed dated 9th July, 1970, of record in Volume 144, at page 498, of the Deed Records of Kerr County, Texas;

THENCE with the northwest line of said Wenzel tract recorded in Volume 85, page 107, being the approximate northwest line of said original Survey No. 123, an approximate southeast line of said original Survey No. 1861, not along a fence, a direction of $S.44^{\circ}47'43''W.$, for a distance of 388.44 feet to a fence corner post, a corner of that 162.99 acre tract which was conveyed from C. G. Abbott, et. ux., to Thomas W. Wren & wife Sylvia Wren, by deed dated 24th August 1962, of record in Volume 113, at page 214, of the Deed Records of Kerr County, Texas;

THENCE with a southeast line of said 162.99 acre Wren tract, along a fence line, a direction of $N.31^{\circ}30'39''E.$, for a distance of 342.15 feet (deed 113/214 calls for this line to be "with fence") (deed 113/214- $S.31^{\circ}45'W.$ 123.7 varas (343.6')) to a fence corner post, and continuing a direction of $N.39^{\circ}43'26''E.$, for a distance of 55.70 feet (deed 113/214- $S.43^{\circ}00'W.$ 20 varas (55.6')) to a 1/2" iron stake at a fence corner post, found marking a corner of said 162.99 acre Wren tract, and the west corner of said 61.38 acre Johnson tract;

THENCE with the southwest line of said 61.38 acre Johnson tract, along a high new fence line, a direction of $S.44^{\circ}52'03''E.$, for a distance of 81.61 feet to the place of beginning.

Bearings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues
Charles B. Domingues

Registered Professional Land Surveyor No. 1713 Job No. 5709

Only those prints containing the raised seal should be considered official and relied upon by the user.

Domingues & Assoc.

609 Sidney Baker - Kerrville, Tx. 78028 Tel. 830/896 6900 Fax 830/896 6901

Exhibit B

Page 1 of 9

Domingues & Assoc.

Professional Land Surveying
Subdivision Design

Re: description of 13.64 acres, Wenzel, Kerr County, Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kerr; State of Texas; comprising 13.64 acres, more or less; being approximately 12.3 acres out of original Survey No. 123, Florentine Lara, Abstract No. 225, Patent by Lewis Nath, dated November 29, 1848; approximately 0.97 acre out of original Survey No. 1862, J. D. Leavell, Abstract No. 1435, Patent to S. R. Whitworth, dated October 17, 1904, Patent No. 64, Volume 26; and approximately 0.37 acre out of original Survey No. 1861, M. K. & T. E. R. R., Abstract No. 1242; and subject tract is part of that 14.01 acre tract which was conveyed from Elaine H. Byrd, to Charles F. Johnson and Marilyn Johnson, by Quitclaim Deed of record in Volume 804, at page 233, of the Real Property Records of Kerr County, Texas; and subject tract being more particularly described by notes and bounds, as follows, to wit:

BEGINNING at a fence corner post, the northeast corner of said 14.01 acre Johnson tract, the most northerly northeast corner of that 129.7631 acre tract which was conveyed from Haml Evertson, to Walter A. Wenzel, by deed dated 5th October 1971, of record in Volume 152, at page 118, of the Deed Records of Kerr County, Texas, being the southeast corner of that 61.38 acre tract which was conveyed from Elaine H. Byrd, to Charles F. Johnson & Marilyn Johnson, by deed of record in Volume 804, at page 238, of the Real Property Records of Kerr County, Texas, [deed 804/238- fence corner in the northeast line of 69.423 acre tract] [deed 152/118- a fence corner in an old fence line in the Southwest Line of Survey No. 627, H. W. Johnson] said corner being in the west line of that 6.52 acre tract which was conveyed to Robert Nickel, by deed of record in Volume 476, at page 18, of the Real Property Records of Kerr County, Texas;

THENCE with an east line of said 14.01 acre Johnson tract, a direction of $S.15^{\circ}32'10"E.$, for a distance of 24.80 feet [QCD 804/235- $S.13^{\circ}44'E. 24.56'$] to a 1/2" iron stake [QCD 804/235- iron stake set] found marking the southeast corner of said 14.01 acre Johnson tract;

THENCE with the south line of said 14.01 acre Johnson tract, a direction of $S.75^{\circ}04'13"W.$, passing a southwest line of said 129.7631 acre Wenzel tract, the northeast line of that 460 acre tract which was conveyed from Mrs. Elizabeth Ann Marks and husband, Norman L. Marks, to Walter A. Wenzel, by deed dated 5th October, 1948, of record in Volume 85, page 107, of the Deed Records of Kerr County, Texas, for a distance of 1120.70 feet [QCD 804/235- $S.75^{\circ}07'W. 1119.81'$] to a 1/2" iron stake found pulled but rocks holding it up are still existing [QCD 804/235- iron stake set] marking the south or southwest corner of said 14.01 acre Johnson tract;

THENCE with the southwest line of said 14.01 acre Johnson tract, a direction of $N.45^{\circ}27'22"W.$, passing the northwest line of said 460 acre Wenzel tract, for a distance of 1790.30 feet [QCD 804/235 total- $N.45^{\circ}26'W. 1827.78'$] to its intersection with a southeast line of that 162.99 acre tract which was conveyed from C. G. Abbott, et al., to Thomas W. Wren & wife Sylvia Wren, by deed dated 24th August 1962, of record in Volume 113, at page 214, of the Deed Records of Kerr County, Texas, being located a distance of 37.63 feet, a direction of $S.45^{\circ}27'22"E.$ from a 1/2" iron stake [QCD 804/235- iron stake set] found marking the west corner of said 14.01 acre Johnson tract;

THENCE with a southeast line of said 162.99 acre Wren tract, along a fence line, a direction of $N.31^{\circ}50'39"E.$, for a distance of 256.17 feet [deed 113/214 calls for this line to be "with fence"] [deed 113/214 total- $S.31^{\circ}45'W. 123.7$ varas (343.6')] to a fence corner post, and continuing a direction of $N.39^{\circ}43'26"E.$, for a distance of 53.70 feet [deed 113/214- $S.43^{\circ}00'W. 20$ varas (55.6')] to a 1/2" iron stake at a fence corner post, found marking a corner of said 162.99 acre Wren tract, the west corner of said 61.38 acre Johnson tract;

Page 2 of 2 - description of 13.64 acres, Wenzel, Kerr County, Texas.

THENCE with the southwest line of said 61.38 acre Johnson tract, a northeast line of said 14.01 acre Johnson tract, along a high new fence line, a direction of $S.44^{\circ}52'03"E$, for a distance of 81.61 feet to the north corner of said Wenzel tract recorded in Volume 85, page 107, [deed 85/107- the north corner of Survey No. 123, at fence]

THENCE with the northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, a northeast line of said 14.01 acre Johnson tract, along the occupied northeast line of said original Survey No. 123, a southwest line of said original Survey No. 1262, J. D. Leavell, along a high new fence line, a direction of $S.44^{\circ}52'37"E$, for a distance of 1326.49 feet [deed 85/107 total- $S.45^{\circ}E$, 950 yards (2639')] [deed 804/238- with fence, upon over and across 69.423 acres $S.44^{\circ}51'E$, 1926.52'] to a fence corner post;

THENCE with a high new fence a direction of $S.20^{\circ}48'52"E$, for a distance of 33.99 feet to a fence corner post, continuing a direction of $S.10^{\circ}21'49"E$, for a distance of 94.87 feet to a fence corner post, continuing a direction of $S.29^{\circ}25'13"E$, for a distance of 63.99 feet to a fence corner post, continuing a direction of $N.48^{\circ}30'37"E$, for a distance of 104.21 feet to a fence corner post, and continuing a direction of $S.39^{\circ}30'05"E$, for a distance of 34.25 feet to a fence corner post, in said northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, a northeast line of said 14.01 acre Johnson tract;

THENCE with said northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, a northeast line of said 14.01 acre Johnson tract, along a high new fence line, a direction of $S.44^{\circ}49'17"E$, for a distance of 242.45 feet [deed 85/107 total- $S.45^{\circ}E$, 950 yards (2639')] [deed 804/238- with fence, upon over and across 69.423 acres $S.44^{\circ}51'E$, 1926.52'] to a fence corner post, the northwest corner of said 129.7631 acre Wenzel tract, [deed 152/118- to a fence corner] and the southwest corner of said 61.38 acre Johnson tract, [deed 804/238- corner post marked with an iron stake] and said corner is located a distance of 802.31 feet, a direction of $N.45^{\circ}35'42"W$, [deed 152/118- with northeast line Survey No. 123- $N.44^{\circ}26'W$, 792.35'], from a fence corner post, which appears to be the same corner stated in deed Volume 85, page 107, as being "the east corner of No. 123, at fence corner" and stated in deed Volume 152, page 118, "fence corner, the East Corner of Survey No. 123";

THENCE with the most northerly north line of said 129.7631 acre Wenzel tract, the south line of said 61.38 acre Johnson tract, a north line of said 14.01 acre Johnson tract, along a high new fence line, a direction of $N.78^{\circ}53'27"E$, for a distance of 838.22 feet [deed 152/118- with fence line $N.79^{\circ}12'E$, 841.50'] [deed 804/238- with fence, upon over and across 69.423 acres $N.78^{\circ}56'E$, 837.71'] to the place of beginning.

Readings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues
9/27/06

Charles B. Domingues
Registered Professional Land Surveyor No. 1713 Job No. 5709

Only those prints containing the raised seal should be considered official and relied upon by the user.

Domingues & Assoc.

609 Sidney Baker - Kerrville, Tx. 78048 Tel. 830/896 6900 Fax 830/896 6901

*Domingues & Assoc.*Professional Land Surveying
Subdivision Design

Re: description of 301.4 acres, Wenzel, Kerr County, Texas.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas; comprising 301.4 acres, more or less; being approximately 207.1 acres out of original Survey No. 123, Florence Lora, Abstract No. 215, Patent by Lewis Nath, dated November 29, 1848; and approximately 94.3 acres out of original Survey No. 1862, J. D. Leavell, Abstract No. 1435, Patent to S. R. Whitworth, dated October 17, 1904, Patent No. 64, Volume 26; subject tract is part of that 460 acre tract which was conveyed from Mrs. Elizabeth Ann Marks and husband, Norman L. Marks, to Walter A. Wenzel, by deed dated 5th October, 1948, of record in Volume 85, page 107, of the Deed Records of Kerr County, Texas; which tract was previously conveyed from W. C. Fawcett, et. ux., to Elizabeth Ann Marks by deed of record in Volume 79, page 328, Deed Records of Kerr County, Texas; and being part of that 129.7631 acre tract which was conveyed from Hazel Evertson, to Walter A. Wenzel, by deed dated 5th October 1971, of record in Volume 152, at page 118, of the Deed Records of Kerr County, Texas; which tract is part of that 159 acre tract which was conveyed from B. C. Fish, to G. L. Richardson and C. V. Berryman, by deed dated April 29, 1942, of record in Volume 69, page 413, of the Deed Records of Kerr County, Texas; and subject tract being more particularly described by notes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake found marking the north corner of Lot No. 1, Block 6, of Village Glen, Section Two, according to plat recorded in Volume 6, at page 240, of the Plat Records of Kerr County, Texas, being in the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, also being in the southeast fence line of that 8.0 acre tract which was conveyed to Robin L. Jones, being indicated as Tax ID R15604, being the approximate northwest line of said original Survey No. 123, the approximate southeast line of original Survey No. 124, Francisco Martinez, Abstract No. 247;

THENCE with the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, the southeast fence line of said 8.0 acre Jones tract; and the southeast fence line of that 11.0 acre tract which was conveyed to Barbara Livegood, by deed of record in Volume 937, at page 336, of the Real Property Records of Kerr County, Texas, being the approximate northwest line of said original Survey No. 123, the approximate southeast line of said original Survey No. 124, along an old fence line, a direction of N.44°42'12"E., for a distance of 963.62 feet a 1/2" iron stake found marking the east corner of said 11.0 acre Livegood tract, for the south corner of that 12.3 acre tract which was conveyed to Thomas L. Terrell & Fagnolia A. Terrell, by deed, of record in Volume 829, at page 623, of the Real Property Records of Kerr County, Texas, and continuing with the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, the southeast fence line of said 12.3 acre Terrell tract, a direction of N.44°50'33"E., for a distance of 729.53 feet (deed 829/623- with Wenzel 9.45°12'W. with old fence 729.48') to a 5/8" iron stake [deed 829/623- 5/8" iron stake set in old fence] found marking the east corner of said 12.3 acre Terrell tract, being a southwest line of that 162.99 acre tract which was conveyed from C. G. Abbott, et. ux., to Thomas W. Wren & wife Sylvia Wren, by deed dated 24th August 1962, of record in Volume 113, at page 214, of the Deed Records of Kerr County, Texas, (deed 829/623- states that its east corner is 8.22 feet, N.66°18'W. from a fence corner post, called to be the occupied east corner of Survey No. 124);

THENCE with a south line of said 162.99 acre Wren tract, a direction of S.59°38'E., for a distance of 8.0 feet to a fence corner post, (Wren deed- to a fence corner the south corner Survey No. 1861 & east corner of Survey No. 124)

Page 2 of 6 - description of 301.4 acres, Wenzel, Kerr County, Texas.

THENCE continuing with the northwest line of said Wenzel tract recorded in Volume 85, page 107, a southeast line of said 162.99 acre Wren tract, being the approximate northwest line of said original Survey No. 123, an approximate southeast line of original Survey No. 1861, M. R. & T. R. R., Abstract No. 1242, being along an old fence line, a direction of $N.44^{\circ}47'43''E.$, for a distance of 1570.0 feet [deed 113/214- with fence $S.45^{\circ}W.$ 569.0 varas (1580.6')] [deed 85/107 total- $N.45^{\circ}E.$ 2473 varas] to a fence corner post, a corner of said 162.99 acre Wren tract,

THENCE continuing with the northwest line of said Wenzel tract recorded in Volume 85, page 107, being the approximate northwest line of said original Survey No. 123, an approximate southeast line of said original Survey No. 1861, not along a fence, the southeast line of a 0.39 acre tract part of said Survey No. 186, fenced into Wenzel property, a direction of $N.44^{\circ}47'43''E.$, for a distance of 388.44 feet to the north corner of said Wenzel tract recorded in Volume 85, page 107, [deed 85/107- to the north corner of Survey No. 123, at fence] being in a southwest line of that 61.38 acre tract which was conveyed from Elaine H. Byrd, to Charles F. Johnson & Marilyn Johnson, by deed of record in Volume 804, at page 238, of the Real Property Records of Kerr County, Texas, which tract is stated to be part of that 69.423 acre tract which was conveyed from C. V. Barryman, et.al., to Elaine H. Byrd, by deed dated 9th July, 1970, of record in Volume 144, at page 498, of the Deed Records of Kerr County, Texas, being located a distance of 81.61 feet, a direction of $S.44^{\circ}52'03''E.$, from a $1/2''$ iron stake at a fence corner post, found marking the west corner of said 61.38 acre Johnson tract, being a corner in said southeast line of said 162.99 acre Wren tract, and also being located a distance of 310.08 feet, a direction of $N.55^{\circ}22''E.$, from a $1/2''$ iron stake found marking the west corner of that 14.01 acre tract which was conveyed to Charles F. Johnson & Marilyn Johnson, by Quitclaim Deed of record in Volume 804, page 236, of the Real Property Records of Kerr County, Texas, which the surveyor of said Quitclaim Deed states the iron stake was set for the most westerly corner 69.423 acre tract, the common northwesterly corner Survey No. 123, and Survey No. 1862;

THENCE with the northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, along the occupied northeast line of said original Survey No. 123, a southwest line of said original Survey No. 1862, J. D. Leavell, along a high new fence line, a direction of $S.44^{\circ}52'37''E.$, for a distance of 1326.49 feet [deed 85/107 total- $S.45^{\circ}E.$ 950 varas (2639')] [deed 804/238- with fence, upon over and across 69.423 acres $S.44^{\circ}51'E.$ 1926.52'] to a fence corner post;

THENCE with a high new fence a direction of $S.20^{\circ}48'32''E.$, for a distance of 33.99 feet to a fence corner post, continuing a direction of $S.10^{\circ}28'49''E.$, for a distance of 94.87 feet to a fence corner post, continuing a direction of $S.29^{\circ}25'13''E.$, for a distance of 63.98 feet to a fence corner post, continuing a direction of $N.38^{\circ}30'57''E.$, for a distance of 104.21 feet to a fence corner post, and continuing a direction of $S.59^{\circ}50'05''E.$, for a distance of 14.25 feet to a fence corner post, in said northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract;

THENCE with said northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, along a high new fence line, a direction of $S.44^{\circ}49'17''E.$, for a distance of 242.45 feet [deed 85/107 total- $S.45^{\circ}E.$ 950 varas (2639')] [deed 804/238- with fence, upon over and across 69.423 acres $S.44^{\circ}51'E.$ 1926.52'] to a fence corner post, the northwest corner of said 129.7631 acre Wenzel tract, [deed 152/118- to a fence corner] and the southwest corner of said 61.38 acre Johnson tract, [deed 804/238- corner post marked with an iron stake] and said corner is located a distance of 802.31 feet, a direction of $N.45^{\circ}35'42''W.$ [deed 152/118- with northeast line Survey No. 123- $N.44^{\circ}26'W.$ 792.35'], from a fence corner post, which appears to be the same corner stated in deed Volume 85, page 107, as being "the east corner of No. 123, at fence corner" and stated in deed Volume 152, page 118, "fence corner, the East Corner of Survey No. 123" said property corner fence corner is also located a distance of 295.3 feet, a direction of $N.59^{\circ}13'E.$, from found stakes pulled but rocks holding it up are still existing, [which said Quitclaim Deed 804/238 states "to an iron stake set for the most southeady corner of 69.423 acre tract in the common line between Survey No. 1862, and Survey No. 123"]

Page 3 of 6 - description of 301.4 acres, Wenzel, Kerr County, Texas.

THENCE with the most northerly north line of said 129.7631 acre Wenzel tract, the south line of said 61.34 acre Johnson tract, along a high new fence line, a direction of $N.78^{\circ}53'27''E.$, for a distance of 838.23 feet [deed 152/118- with fence line $N.79^{\circ}12'E.$ 841.50'] [deed 804/238- with fence, upon over and across 69.423 acres $N.78^{\circ}56'E.$ 837.71'] [deed 69/413- $N.75^{\circ}E.$ 360 varas (1000')] to fence corner post, the most northerly northeast corner of said 129.7631 acre Wenzel tract, the southeast corner of said 61.38 acre Johnson tract, [deed 804/238- fence corner in the northeast line of 69.423 acre tract] [deed 152/118- to a fence corner in an old fence line in the Southwest Line of Survey No. 627, H. W. Johnson] said corner being in the west line of that 8.52 acre tract which was conveyed to Robert Nickel, by deed of record in Volume 470, at page 18, of the Real Property Records of Kerr County, Texas, and being located a distance of 24.8 feet, a direction of $N.15^{\circ}32'W.$ from a $1/2''$ iron stake found [marking corner which said Quilclaim Deed 804/238 states "iron stake set for southeast corner of 69.423 acre tract"] (this corner appears to have been established by using the dead distances of 80 varas from the south corner of original Survey No. 627)

THENCE with an east line of said 129.7631 acre Wenzel tract, the west line of said 8.52 acre Nickel tract, along an old fence line, and along the west line of said original Survey No. 627, H. W. Johnson, Abstract No. 779, Patent to H. W. Johnson, dated April 4, 1881, a direction of $S.13^{\circ}43'48''E.$, for a distance of 274.56 feet [deed 152/118- $S.13^{\circ}30'E.$ 275.20'] [deed 69/413- $N.15^{\circ}E.$ 90 varas] to a $1/2''$ iron stake [deed 152/118- south corner Survey No. 627 reentrant corner of Survey No. 1862] found marking a reentrant corner of said 129.7631 acre Wenzel tract, the south corner of said 8.52 acre Nickel tract;

THENCE with a north line of said 129.7631 acre Wenzel tract, a south line of said 8.52 acre Nickel tract, along an old fence line, and along the south line of said original Survey No. 627, H. W. Johnson, [deed 152/118- with line Survey 627] a direction of $N.75^{\circ}04'03''E.$, for a distance of 156.15 feet [deed 152/118- $N.75^{\circ}05'E.$ 155.93'] to a fence corner post marking a northeast corner of said 129.7631 acre Wenzel tract, being the northwest corner of that 5.391 acre & 1 acre tracts which were conveyed to Kerrville Bible Church, by deed of record in Volume 1275, at page 579, of the Real Property Records of Kerr County, Texas, which tract is part of that tract which was conveyed from E. C. Fisk, to Fritz Radeloff, by deed of record in Volume 67, at page 75, of the Deed Records of Kerr County, Texas;

THENCE with a northeast line of said 129.7631 acre Wenzel tract, the southwest line of said Kerrville Bible Church tract, the southwest line of said tract conveyed to Fritz Radeloff, along an old fence line, a direction of $S.36^{\circ}04'21''E.$, for a distance of 563.54 feet [deed 152/118- $S.35^{\circ}56'E.$ 565.80'] [deed 67/73- $N.33^{\circ}E.$ 210 varas] to a $1/2''$ iron stake found marking the southwest corner of said Kerrville Bible Church tract, and the southwest corner of said tract conveyed to Fritz Radeloff, for the northwest corner of that 3.71 acre tract which was conveyed to Kroneal, Inc., by deed of record in Volume 1394, at page 929, of the Real Property Records of Kerr County, Texas, which tract is part of that tract which was conveyed from E. C. Fisk to James T. West, by deed of record in Volume 81, at page 614, of the Deed Records of Kerr County, Texas;

Page 4 of 6 - description of 301.4 acres, Wenzel, Kerr County, Texas.

THENCE with an east line of said 129.7631 acre Wenzel tract, a west line of said 3.71 acre Kroschal tract, along a cable fence line, a direction of $S.9^{\circ}21'32''E.$, for a distance of 115.20 feet [deed 152/118- $S.7^{\circ}22'E.$ 93.60'] to a metal fence corner post marking corner, continuing a direction of $S.6^{\circ}10'55''E.$, for a distance of 72.96 feet [deed 152/118- $S.6^{\circ}47'E.$ 80.79'] to a metal fence corner post marking corner, continuing a direction of $S.1^{\circ}51'44''E.$, for a distance of 63.39 feet [deed 152/118- $S.3^{\circ}01'E.$ 76.18] [deed 81/614- $N.8^{\circ}55'W.$ 226.8'] to a metal fence corner post marking corner, continuing a direction of $S.13^{\circ}19'03''W.$, at a distance of 84.3 feet [deed 81/614- $N.13^{\circ}45'W.$ 105.5'] to a fence corner post the southwest corner of said 3.71 acre Kroschal tract, for the northwest corner of that tract which was conveyed from Robert Louis McShan, to Clarence Hunter McShan, by deed of record in Volume 174, at page 718, of the Deed Records of Kerr County, Texas, which was subsequently conveyed to Mrs. Joseph McShan, continuing with a west line of said McShan tract, along an old fence line, a total distance of 342.35 feet [deed 152/118- $S.14^{\circ}05'W.$ 334.21'] [deed 174/718- with existing old fence $S.12^{\circ}46'W.$ 252'] to a Cedar fence corner post marking corner, continuing a direction of $S.14^{\circ}41'04''E.$, for a distance of 317.47 feet [deed 152/118- $S.14^{\circ}19'E.$ 324.53'] [deed 174/718- $S.15^{\circ}38'E.$ 324.5'] to a 1/2" iron stake at a fence corner post, found marking corner, continuing a direction of $S.32^{\circ}48'04''E.$, for a distance of 106.58 feet [deed 174/718- with existing old fence $S.33^{\circ}45'E.$ 106.5'] to a 1/2" iron stake with cap marked Dominguez 1713 set to mark corner, continuing not along fence which has been removed, a direction of $S.33^{\circ}11'04''E.$, for a distance of 181.00 feet [deed 152/118- $S.33^{\circ}31'E.$ 279.21'] [deed 174/718- with existing old fence $S.34^{\circ}08'E.$ 181'] to a 1/2" iron stake with cap marked Dominguez 1713 set to mark corner, and continuing not along fence, a direction of $S.33^{\circ}19'04''E.$, for a distance of 200.00 feet [deed 152/118- $S.33^{\circ}22'E.$ 208.55'] [deed 174/718- with existing old fence $S.36^{\circ}16'E.$ 200'] to a 1/2" iron stake with cap marked Dominguez 1713 set to mark the southwest corner of said McShan tract, being a resurvey corner of said 129.7631 acre Wenzel tract;

THENCE with a north line of said 129.7631 acre Wenzel tract, a south line of said McShan tract, not along a fence, a direction of $N.70^{\circ}37'00''E.$, for a distance of 74.46 feet [deed 152/118- $N.68^{\circ}12'E.$ 79.70'] [deed 174/718- continuing with existing old fence $N.69^{\circ}40'E.$ 80'] to a 1/2" iron stake with cap marked Dominguez 1713 set to mark corner, and continuing a direction of $N.89^{\circ}03'00''E.$, at a distance of 30.6 feet to a 1" square steel stake found, which appears to be on the property line, continuing a total distance of 38.64 feet [deed 152/118- $N.85^{\circ}04'E.$ 31.58'] [deed 174/718 total - East 59.8'] to a 1/2" iron stake with cap marked Dominguez 1713 set to mark where said south line of said McShan tract intersects a west line of 120 foot wide State P. M. Highway No. 783, Harper Road, being the west line of that 0.124 acre tract which was conveyed from B. D. Powell, to State of Texas, by deed of record in Volume 125, at page 638, of the Deed Records of Kerr County, Texas, said intersection is located 60 feet right and normal from engineers centerline station 210+85.9 [State right of way indicates 60' right from station 210+86.0] and located a distance of 1760.08 feet, a direction of $N.80^{\circ}02'30''E.$ from the radius point of the curve of said highway right of way;

THENCE with along the arc of said circular curve to the left (counter-clockwise), having a radius of 1970.08 feet, the long chord bears a direction of $S.10^{\circ}37'04''E.$, a distance of 45.34 feet, for a distance along said curve of 45.34 feet to the end of curve; [deed 152/118- $S.13^{\circ}47'E.$ 53.82'] to a 1/2" iron stake with cap marked Dominguez 1713, in the bottom of a draw, set to mark an east corner of said 129.7631 acre Wenzel tract, the north corner of that 4.33 acre tract which was conveyed to Lorena & Tiffany Powell, by deed of record in Volume 857, at page 119, of the Real Property Records of Kerr County, Texas, the corner is located a distance of 54.45 feet, a direction of $N.12^{\circ}43'25''W.$, from a concrete right of way marker on said highway right of way line;

Page 5 of 6 - description of 301.4 acres, Wenzel, Kerr County, Texas.

THENCE with a southeast line of said 129.7631 acre Wenzel tract, the northwest line of said 4.33 acre Powell tract, a direction of $S.44^{\circ}54'42''W.$, for a distance of 968.43 feet [deed 152/118- $S.45^{\circ}12'W.$ 965.46'] [deed 857/119- $N.49^{\circ}52'E.$ 1006'] to a 1/2" iron stake found at a fence corner post, [deed 152/118- 1/2" iron stake at old stake] [deed 246/131- unmarked corner] marking a north corner of that 34.06 acre tract which was conveyed from Walton J. Wenzel, et al., to Jack L. Reynolds, by deed of record in Volume 246, at page 131, of the Deed Records of Kerr County, Texas, which was subsequently conveyed to William A. Ranfro, by deed recorded in Volume 943, page 230, of the Real Property Records of Kerr County, Texas;

THENCE with the northwest line of said 34.06 acre Ranfro tract, along a recent fence line, a direction of $S.45^{\circ}09'16''W.$, for a distance of 846.60 feet [deed 246/131- upon, over & across 129.7631 acre tract $N.45^{\circ}12'E.$ 847.69'] a 1/2" iron stake with cap marked Dominguez 1713 set at a fence corner post, [deed 246/131- unmarked corner] to mark the west corner of said 34.06 acre Ranfro tract, the most easterly south corner of subject tract, being in a southwest line of said 129.7631 acre Wenzel tract, the northeast line of Hilltop Village Subdivision according to plat dated 23 May 1970, recorded in Volume 3, at page 54, of the Plat Records of Kerr County, Texas;

THENCE with a southwest line of said 129.7631 acre Wenzel tract, the northwest line of said Hilltop Village Subdivision, and northwest line of Hilltop Village Subdivision according to plat dated 18 March 1963, recorded in Volume 3, at page 31, of the Plat Records of Kerr County, Texas; partly along old fences and partly along chain link fence, a direction of $N.45^{\circ}26'37''W.$, for a distance of 1002.94 feet [deed 152/118 total- with old fence line - $N.44^{\circ}34'W.$ 1201.70'] [deed 694/13 total- $N.45^{\circ}W.$ 701 varas (1947')] to a chain link fence corner post, [deed 152/118 1/2" iron stake set at base fence corner] [deed 943/723- chain link fence corner in concrete] the north corner of said Hilltop Village Subdivision, and the surveyed and described east corner of that 7.3 acre tract which was conveyed to Copper Love, by deed of record in Volume 943, page 723, of the Real Property Records of Kerr County, Texas;

THENCE with the northeast line of said 7.3 acre Love tract, along the remains of an old fence line, a direction of $N.46^{\circ}04'56''W.$, for a distance of 739.90 feet [deed 152/118- with fence line - $S.45^{\circ}12'W.$ 22.40' to a 1/2" iron stake set at base of fence corner] and [deed 152/118- with new fence - $N.44^{\circ}31'W.$ 745.31'] [deed 943/723- along fence $S.46^{\circ}01'E.$ 740.00'] [deed 694/13 total- $N.45^{\circ}W.$ 701 varas (1947')] to a 1/2" iron stake found at a fence corner post, [deed 152/118- 1/2" iron stake at new and old fence line] [deed 943/723- 1/2" iron stake at a 3 way fence corner] marking the most westerly west corner of said 129.7631 acre Wenzel tract, for the north corner of said 7.3 acre Love tract, being in the southeast line of said Wenzel tract recorded in Volume 85, page 107, the approximate southeast line of said original Survey No. 123, the approximate northwest line of original Survey No. 293, Kilar, Abstract No. 1996;

THENCE with a southeast line of said Wenzel tract recorded in Volume 85, page 107, the northwest line of said 7.3 acre Love tract, the approximate southeast line of said original Survey No. 123, the approximate northwest line of said original Survey No. 293, partly along old fence and partly along chain link fence, a direction of $S.45^{\circ}10'54''W.$, for a distance of 421.48 feet [deed 85/107 total - $S.45^{\circ}W.$ 743 varas (2064')] [deed 943/723- along fence $N.45^{\circ}11'E.$ 421.52'] to a fence corner post, [deed 943/723- 1/2" iron stake at 3 way fence corner] marking a corner of said Wenzel tract recorded in Volume 85, page 107, being the west corner of said 7.3 acre Love tract, and in the northeast line of Lot No. 36, of The Highlands according to plat dated May 15, 1949, recorded in Volume 2, at page 8, of the Plat Records of Kerr County, Texas;

THENCE with a southwest line of said Wenzel tract recorded in Volume 85, page 107, the northeast line of said Lot No. 36, of The Highlands, a direction of $N.46^{\circ}00'58''W.$, for a distance of 39.43 feet [deed 85/107- $N.45^{\circ}00'W.$ 18 varas] to a fence corner post, [deed 85/107- rock mound] marking a reentrant corner of said Wenzel tract recorded in Volume 85, page 107, for the north corner of said Lot No. 36, of The Highlands;

Page 6 of 6 - description of 301.4 acres, Wenzel, Kerr County, Texas.

THENCE with a southeast line of said Wenzel tract recorded in Volume 85, page 107, the northwest line of said Lot No. 36, and Lot No. 37, of The Highlands, along an old fence, a direction of $S.45^{\circ}08'32''W.$, for a distance of 353.06 feet to a $1/2''$ iron stake found marking the west corner of said Lot No. 37, being the north corner of a 50 foot wide strip between lots, marked roadway on said recorded plat of The Highlands, and continuing with said southeast line of said Wenzel tract recorded in Volume 85, page 107, the north line said 50 foot wide strip, and north line of Lots No. 13 through No. 18, of said The Highlands, a direction of $S.45^{\circ}04'11''W.$, for a distance of 629.44 feet [deed 85/107 total: $S.45^{\circ}W.$ 2289' varies] to a $1/2''$ iron stake with cap marked Dominguez 1713 set to mark the most westerly south corner of subject tract, located a distance of 8.4 feet, a direction of $S.45^{\circ}01'29''S.$ from a $1/2''$ iron stake found marking the east corner of that 25 acre tract which was conveyed from Erma M. Wenzel, Walton Jennings Wenzel, et.al, to Suzanne B. Hartman, by deed dated 16th December, 1996, of record in Volume 881, at page 261, of the Real Property Records of Kerr County, Texas;

THENCE with the northeast line of said 25 acre Hartman tract, a direction of $N.45^{\circ}01'29''W.$, for a distance of 1321.02 feet [deed 881/261- $S.44^{\circ}56'E.$ 1312.5'] to a $1/2''$ iron stake found marking corner, and continuing a direction of $N.26^{\circ}52'50''W.$, for a distance of 133.28 feet [deed 881/261- $S.26^{\circ}48'E.$ 133.3'] to a $1/2''$ iron stake found marking the southeast corner of said 25 acre Hartman tract, a reentrant corner of subject tract;

THENCE with the north line of said 25 acre Hartman tract, a direction of $N.72^{\circ}45'29''W.$, for a distance of 207.38 feet [deed 881/261- $S.72^{\circ}40'E.$ 207.4'] to a $1/2''$ iron stake found marking corner, and continuing a direction of $S.70^{\circ}09'26''W.$, for a distance of 454.98 feet [deed 881/261- $N.70^{\circ}15'E.$ 457.0'] to a $1/2''$ iron stake found marking the most westerly corner of said 25 acre Hartman tract, being in the northeast line of Lot No. 6, Block 7, of said Village Glen, Section Two;

THENCE with the northeast line of said Lot No. 6, Block 7, the northeast line of Lots No. 1 through No. 3, of said Block 7, Village Glen, Section Two, a direction of $N.19^{\circ}50'34''W.$, for a distance of 60.00 feet [plat- $S.19^{\circ}45'E.$] to a $1/2''$ iron stake found marking corner, and continuing a direction of $N.39^{\circ}30'34''W.$, for a distance of 548.90 feet [plat- $S.39^{\circ}25'E.$ 548.9'] to a $1/2''$ iron stake found marking the north corner of said Lot No. 1, Block 7, of Village Glen, Section Two, being in a southeast line of street Westcrest Drive of said Village Glen, Section Two;

THENCE with said southeast line of Westcrest Drive, a direction of $N.44^{\circ}31'24''E.$, for a distance of 16.12 feet [plat- $S.44^{\circ}37'W.$ 16.2'] to a $1/2''$ iron stake found marking an east corner or the end of said Westcrest Drive;

THENCE with the northeast line of or the end of said Westcrest Drive, a direction of $N.45^{\circ}38'34''W.$, for a distance of 60.00 feet [plat- $S.45^{\circ}33'E.$ 60.0'] to a $1/2''$ iron stake found marking the north corner of said Westcrest Drive, the east corner of said Lot No. 1, Block 6, of said Village Glen, Section Two, and continuing with the northeast line of said Lot No. 1, Block 6, a direction of $N.45^{\circ}38'34''W.$, for a distance of 128.70 feet [plat- $S.45^{\circ}33'E.$ 128.7'] to the place of beginning.

Bearings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Dominguez, Registered Professional Land Surveyor No. 1713.

Charles B. Dominguez
Charles B. Dominguez

Registered Professional Land Surveyor No. 1713

Job No. 5709

Only those prints containing the raised seal should be considered official and relied upon by the user.
609 Sidney Baker - Kerrville, Tx. 78028 Tel. 830/896 6900 Fax 830/896 6901

001823

VOL 1783 PAGE 0102

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE HEIGHTS OF KERRVILLE**

THAT, THE HEIGHTS OF KERRVILLE, LP, a Delaware limited partnership, ("Declarant"), being the owner of that certain single-family residential subdivision known as THE HEIGHTS OF KERRVILLE (hereinafter referred to as the "Subdivision"), according to the plat of said Subdivision as recorded in Volume 8, Pages 125-130, the Plat Records of Kerr County, Texas, (the "Final Plat") and, as such, desiring to create and carry out a uniform plan for improvement, development, and sale of the subdivided lots situated within the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restriction and covenants (the headings being employed for convenience only and not to be controlling over content):

**ARTICLE I
DEFINITIONS**

Section 1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be amended.

Section 1.2 "Assessments" shall mean the Regular Assessments and Special Assessments as defined below:

(a) "Regular Assessment" shall mean and refer to the amount assessed to and to be paid by each Owner to the Association provided in Section 5.5 herein.

(b) "Special Assessment" shall mean and refer to the amount assessed to and to be paid by each Owner to the Association provided in Section 5.6 herein.

Section 1.3 "Association" shall mean and refer to THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION, (a Texas non-profit corporation), its successors and assigns and is synonymous with the "Heights POA".

Section 1.4 "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.5 "Builder" or "Homebuilder" shall mean any home builder, contractor, investor or other person or entity who purchases a Lot in The Heights of Kerrville for the purpose of resale to a public buyer ("Public Purchaser"), or for the purpose of constructing Improvements thereon for resale to a Public Purchaser.

Section 1.6 "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be amended.

Section 1.7 "City" shall refer to City of Kerrville, Texas.

Section 1.8 "Committee" and "ACC" shall mean and refer to the Architectural Control Committee for the Property as provided in Section 5.2 hereof.

Section 1.9 "Common Area" shall mean all real property (including the improvements thereto) leased, owned or maintained by the Association for the common use and enjoyment of the Owners. By way of illustration, Common Area may include, but not necessarily be limited to, the following: private streets, signs, street medians, entry gates, storm water detention facilities, landscaping, lighting, entrance signs, walls, bridges, and other similar or appurtenant improvements.

Section 1.10 "County" shall refer to Kerr County, Texas.

Section 1.11 "Declarant" shall mean and refer to THE HEIGHTS OF KERRVILLE, LP, a Delaware limited partnership, its successors and assigns, if such successors or assigns should acquire all of the undeveloped and unsold Lots or acreage from the Declarant for the purpose of development.

Section 1.12 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION and any amendments and/or supplements hereto.

Section 1.13 "Developed Lot" shall be defined as any Lot which has constructed thereon a Single Family Residence.

Section 1.14 "Final Plat" shall mean and refer to the final plat(s) of the Property approved by the City and County and filed by Declarant in the Real Property Records of Kerr County, Texas.

Section 1.15 "Improvement" or "Improvements" shall mean or refer to all structures or other improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, dwellings, recreation areas, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading, and any exterior additions including any changes or alterations thereto.

Section 1.16 "Lot" shall mean and refer to each lot platted in a Final Plat of any portion of the property with the exception of the Common Area.

Section 1.17 "Lot 56 Easement" shall mean a public utility easement over and across a portion of Lot 56 which is conveyed to the City of Kerrville for the purpose of a well site and associated well improvements and equipment, *but shall not include ground storage tank(s) or material storage other than incidental materials that may be needed for emergency repairs of the well site*, and to connect the City's water distribution lines to the Water Plant Facility Tract located on Lot 58. The remaining portion of Lot 56 shall be sold as a Lot to construct a Single Family Residence thereon.

Section 1.18 "Lot A" contains 18.86 acres as shown on the Final Plat and comprises all of the private street right-of-ways as also shown on the Final Plat and will be additionally encumbered by a public utility easement to permit a City water line to be located in the middle of the street.

Section 1.19 "Masonry" shall mean and refer to native stone, native stone veneer, stucco, plaster or other masonry material, (e.g. "Hardiplank"), approved by the Committee.

Section 1.20 "Member" shall mean and refer to all those Owners who are members of the Association as provided for below.

Section 1.21 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including homebuilders and contract buyers), of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.22 "POA Expenses" shall mean and refer to any and all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the POA Lots and Common Area, including the Association's administrative costs incurred in connection therewith, and any other expenses incurred by the Association in the furtherance of its purposes or as prescribed by the Articles and Bylaws.

Section 1.23 "Properties" or "Property" shall mean and refer to that certain real property herein before described as the "Subdivision" and more particularly described as The Heights of Kerrville, according to the Final Plat of said Subdivision as recorded in the Plat Records of Kerr County, Texas, described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.24 "Residence" shall mean and refer to any detached Single Family Residence constructed upon a Lot.

Section 1.25 "Single-Family" shall mean and refer to a single family related by blood, adoption or marriage.

Section 1.26 "Single-Family Residence" shall refer to a structure situated upon the Property containing only one dwelling unit designed and intended for use and occupancy by a Single Family.

Section 1.27 "Water Plant Facility Tract" means Lot 58 of The Heights of Kerrville which is dedicated to the City of Kerrville to be used for the aforesaid use, *and not material storage other than incidental materials that may be needed for emergency repairs of the water plant facility tract*, and which shall be exempted from payment of any and all Membership fees, dues and/or Assessments as defined in Section 5.15 of this Declaration.

ARTICLE II CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 2.1 Re-Plating. No replat of the Property or any portion thereof that has not first been approved by Declarant shall be filed with the County or recorded in the Real Property Records of Kerr County, Texas. Declarant's approval shall be shown in writing and signed by Declarant on the face of the plat.

Section 2.2 Residential Use. The Property and all Lots (other than the Common Areas), shall be used for single-family residential purposes only, except that a Lot may be used by a Homebuilder for a model home or as a temporary parking lot adjacent to a model home. Subject to other provisions of this Declaration governing use of the Common Area and use by the Declarant, no part of the Property may be used for purposes other than single family Residences and related, non-commercial purposes for which the Property was designed, unless specifically approved in writing by the Board. An Owner may not allow employees of such Owner or of a business with which such Owner is

associated (other than household domestic servants or persons related to such Owner by blood, adoption, or marriage) to live in such Single Family Residence. No Owner may manufacture or prepare on the Property any tangible products for off premises use or consumption. The foregoing restrictions as to use for residential purposes shall not, however, prohibit an Owner from:

- (i) maintaining his personal or professional library;
- (ii) keeping his personal business or professional records or accounts, provided that such records are kept by a resident of the Residence and not a third party coming and going from the Residence on a regular basis;
- (iii) handling his personal and professional business involving only professional telephone calls, computer work, correspondence, and mail. The foregoing does not permit personal or professional business involving deliveries to or from a Residence (other than mail service or overnight delivery typical of residential use), visits of a customers, clients, patients, vendors, or other business visitors to or from the Owner's Residence home or Common Areas; or
- (iv) renting or leasing an Owner's Residence in strict compliance with the Declaration, the Bylaws, and any rules and regulations of the Association.

No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence and related out buildings per Lot.

Section 2.3 Single Family Occupancy. Each Residence may be occupied by only one (1) family consisting of persons related by blood, adoption, or marriage or by no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants. However, in no event shall a Residence be occupied by more than three (3) times the number of bedrooms in the Residences. For example, no more than nine (9) people may reside in a three bedroom home. For the purposes of this section, the word "bedroom" shall mean only the traditional use of the term - living areas such as game rooms, living rooms, dens, kitchens, breakfast rooms, enclosed patios, or any similar room shall not be considered a bedroom.

Section 2.4 Garage Required. Each Residence shall have at least a two car garage conforming with applicable ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. No garage shall be converted to living space or used in any manner so as to preclude the parking of automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a homebuilder.

Each garage constructed on a Lot shall open perpendicular to the street, or shall be located a minimum of thirty (30) feet behind the front building elevation line. Single garage doors shall be used for multi-car garage entry, with a Masonry column constructed between the single garage doors. Double car garage entry doors shall only be allowed if the garage entry is a swing entry, perpendicular to the street. All garage doors shall be constructed of architectural wood materials.

Section 2.5 Restrictions on Re-subdivision. No Lot shall be subdivided into smaller lots, except as provided in Section 2.1 hereof.

Section 2.6 Driveways. All driveways shall be surfaced with pervious or impervious materials, including crushed granite, stone, asphalt or concrete, or a similar substance, approved in advance by the Committee. Driveway aprons shall generally be shaped to the contour of the driveway, drainage easement and the street which is adjacent to the driveway apron. Culverts shall only be utilized if approved by the Committee. Pervious driveway materials are encouraged by the Declarant for use by Owners. No driveway shall be any closer than fifteen (15) feet from a side Lot line.

Section 2.7 Uses Specifically Prohibited and Other Provisions.

(a) **Lot Improvements.** No temporary dwelling, outside storage building, shop, trailer, or mobile home of any kind or any improvement of a temporary character including children's playhouses, playscapes, basketball goals, dog houses, greenhouses, gazebos, swimming pools and spas, storage containers and sheds shall be permitted on any Lot, except as specified in Section 2.7(n) hereof and further except that Declarant or Homebuilder may have temporary improvements (such as a sales office, parking lot and/or a construction trailer) on a Lot during construction of the Residence on that Lot with prior written authorization of the Architectural Control Committee.

No building material of any kind or character shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed only within the boundary lines of the Lot upon which the improvements are to be erected during construction and may remain only so long as construction progresses without undue delay.

No owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely effect the other residences or their owners.

This covenant specifically excludes the use of a mobile home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is hereby specifically prohibited as a residence, either temporarily or permanently. A portable building may be permitted for use as a Builder's Construction Office or Declarant's Information Center (subject to approval of the Architectural Control Committee), however, any such Builder's Construction Office must be removed within twelve (12) months of start of construction on any building or structure on any Lot.

(b) **Vehicle Parking.** Parking of vehicles, motorcycles, bicycles, trailers, or any motorized vehicle in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited. Owners and occupants must park vehicles in their respective garages or off street parking areas on their Lots. Owners may not store any items in their garage that prevent parking of vehicles in the garage. No Owner or occupant may park, store, operate, or keep within the Owner's Lot (or any street or other property adjoining such Lot) any commercial or commercial-type vehicle (including vehicles with commercial markings/lettering), vehicle longer than 19 feet, motorcycles, motorbikes, motor scooters, recreational vehicles (e.g. camper units, motor home, trailer, boat, mobile home, golf cart), or other similar vehicles, unless same is kept solely within the garage of such Owner's Residence. No vehicle may be used as a residence or office temporarily or permanently while on the Property. Garage doors must be kept closed except when necessary for exiting, entering, and repairs. No one may park vehicles in the Common Area parking lots overnight or when not using the Common Area.

Notwithstanding any other provision to the contrary in this Declaration, this Declaration shall not prevent temporary parking, for no longer than forty eight (48) hours in any seven day period, of a recreation vehicle on an Owner's Lot visible from a street if such parking is in the course of loading or unloading for recreational purposes.

No vehicles may be parked or unattended on the streets throughout the Property or in front of driveways to the Lots. No vehicles shall be left parked and unattended in such a manner as to prevent the ingress or egress of emergency vehicles or service vehicles (for example, garbage trucks). No inoperable vehicle may be parked on the Property (including the streets) except within an enclosed garage.

Motorcycles, bicycles, and similar items may not be parked on balconies or patios visible from the street or Common Area and must be stored inside a Residence or garage or otherwise not in view from a street or Common Area.

(c) Dangerous Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(d) Structures. No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other outbuilding, shall be placed or used on any of the Property at any time as a dwelling house; provided, however, that any Homebuilder may maintain and occupy model houses, sales offices and construction trailers during construction periods.

(e) Mining and Drilling. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks tunnels mineral excavations or shafts shall be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(f) Animals. No horses, hogs, swine, poultry, fowl, emu, ostriches, rhea, or other similar birds shall be kept or permitted on any Lot at any time. Cats and/or dogs, subject to further limitations herein, shall be permitted provided they are sheltered and kept within the boundaries of the Owner's Lot at all times, and they are not offensive by smell, sight, sound or otherwise. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any part of the Property animals that may interfere with the quietude, health or safety of the residents of the Property.

No more than two (2) dogs may be sheltered or kept upon any Lot at any time. All pens, barns, sheds or other structures for the caring or sheltering of animals shall be approved by the Architectural Control Committee and shall be constructed in a professional manner and maintained so it is not noxious or offensive to other property owners.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Declarant or the Association. It shall be the responsibility of the Owners of household pets to prevent the animals from running loose or becoming a nuisance to the other residents. Household pets shall be vaccinated and tagged for identification.

(g) Dumping, Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. All containers and other facilities for trash disposal must be located and screened in a manner approved by the Committee. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot or drainage area in said Subdivision. Timber and vegetative debris upon the Lot may be disposed upon the Lot may be disposed upon the Lot provided it is in compliance with applicable statutes and regulations.

(h) Water Supply. Each Residence shall be connected to and shall utilize the central water system designated by Declarant. No individual Residence water supply system shall be permitted on the Property.

(i) Wastewater System. Each Owner shall install a specific septic wastewater system for each Lot, subject to approval of the Committee and of the County or other governmental entity with appropriate jurisdiction under applicable law over on-site septic systems.

(j) HVAC Equipment. No air conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No window air conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a Residence.

(k) Antennas and satellite dishes. The following antennas and satellite dishes are not permitted:

- i) antennas or dishes that only transmit signals;
- ii) antennas or dishes that interfere with reception of video signals by other Residences;
- iii) antennas or dishes mounted on roofs or buildings, except as provided herein;
- iv) antennas or dishes in Common Areas; and
- v) dishes greater than one meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed only (i) inside the attic, garage or living area of a Residence or (ii) outside in the back yard or side yard of a Residence. However, the Committee may in its discretion allow antennas or dishes to be mounted on the back half of a roof (the portion of the roof furthest from the street). Outside installation is allowed only if the plans and specifications for location, attachment, safety and screening are approved in writing by the Committee for compliance with the following standards:

The antenna or satellite dish must:

- i) be properly bolted and secured in a workmanlike manner;
- ii) be located behind the Residence or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a Residence;
- iii) be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, Common Area or neighboring Residence;

- iv) be no higher than the fence or landscaping that is screening it from view;
and
- v) not be located within any building setback lines as defined by the City
and/or this Declaration.

Each Owner is liable for all damages to Association property, personal property, animals and persons caused by such Owner's installation and use of an antenna or dish.

These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values, and safety considerations, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

(l) Non-Residential Use. No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind, unless specifically permitted herein or approved in advance by the Board. No activity, whether for profit or not, shall be conducted on the Property which is not related to single family residential purposes. No noxious, offensive or noisy activity shall be undertaken on the Property, and nothing shall be done which is or may become a nuisance to any portion of the Property. Nothing in this subparagraph or Section 2.2 shall prohibit a Homebuilder's temporary use of a residence as a sales office until such Homebuilder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art or piano lessons so long as such activities do not cause cars to be parked on the street or interfere with adjoining Owners' use and enjoyment of their Residences and yards.

(m) Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(n) Specific Committee Approvals.

1. Outside storage buildings and sheds: COMMITTEE APPROVAL REQUIRED and must meet the following specifications:
 - a) Size no greater than eight (8) feet wide by twelve (12) feet long.
 - b) Ceiling plate line height no greater than eight (8) feet.
 - c) Siding material must be the same type and color masonry as the Residence on the Lot, and the roof material must be the same type and color material as the Residence roof.
 - d) Location of building must meet the minimum side yard and rear yard setback provisions for the Lot.

2. Outside storage containers: COMMITTEE APPROVAL REQUIRED and must meet the following specifications:
 - a) Maximum of two (2) containers per property.
 - b) Maximum of four (4) feet tall.
 - c) Must be compatible with the Residence on such Lot and with the community surroundings.
3. Children's Playscapes and Playhouses:
 - a) Playscapes may not exceed fourteen (14) feet at the highest point and may be no greater than twenty (20) feet in length. NO COMMITTEE APPROVAL necessary if meet said specifications.
 - b) Playhouses may not exceed six (6) feet in height and may be no wider than six (6) feet. NO COMMITTEE APPROVAL necessary if meet said specifications.
 - c) Trampolines including safety net may not exceed fourteen (14) feet at the highest point. NO COMMITTEE APPROVAL necessary if meet said specifications.
4. Basketball goals: No basketball goals can be mounted to any Residence. Permanent basketball goals require COMMITTEE APPROVAL. Portable basketball goals require NO COMMITTEE APPROVAL but must meet the following specifications:
 - a) Must be stored in an upright position out of the street and on the Residence Lot.
 - b) Must be properly maintained.
5. Doghouses: Doghouses may not exceed three (3) feet in height and twenty seven (27) cubic feet. NO COMMITTEE APPROVAL necessary if meet said specifications.
6. Greenhouses: COMMITTEE APPROVAL REQUIRED and no more than ten (10) feet at the highest point.
7. Gazebos/Arbors: COMMITTEE APPROVAL REQUIRED and no more than fourteen (14) feet at the highest point.
8. Swimming pools: COMMITTEE APPROVAL REQUIRED and must be constructed at grade level of the pool location.
9. Setbacks: All facilities described in this subparagraph (n) must be located to meet the front, side and rear setback lines applicable to the Lot.

(o) Easements. Within easements on each Lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within natural drainage channels or which may obstruct or retard the flow of water through drainage channels.

(p) Drainage. Lot drainage shall follow the natural drainage to the street utility easement or natural grade elevations. Each Owner is responsible for managing the Lot surface drainage. The general grading, slope and drainage plan of a Lot may not be altered without (i) written permission of the Committee and (ii) any approvals which may be required from the City and/or County having authority to grant such approval.

(q) Signs. No sign of any kind shall be displayed to the public on any Lot except the following:

1. During the construction phase of a Single Family Residence within the Subdivision, a Builder, or its agent, may have one sign upon the Lot which sign shall been approved by the Committee and which sign shall not advertise other subdivisions in any way;
2. One professional sign of not more than five square feet advertising the sale or lease of a property which sign has been approved by the Committee;
3. Not more than two (2) political signs, not to exceed 2 feet by 2 feet square, may be placed on a Lot only for up to sixty (60) days immediately prior to a political election and must be removed the day after such political election.
4. The Declarant shall the right to erect, maintain and repair signs which will advertise, promote and market Lots within the subdivision; and
5. Declarant, or its agent, shall have the right to remove any sign not complying with the provisions of this section, and in so doing shall not be liable for any claim or cause of action arising from such removal.

Notwithstanding the above, directional traffic, at risk, and similar signage approved by the Committee or Board may be erected within the Subdivision.

(r) Yard Screening. The drying, airing, or other hanging of clothes, rugs, or other such items anywhere other than inside a Residence is prohibited. The Owners and occupants of any Lot such as those Lots at the intersections of streets or adjacent to Common Areas where the rear yard is visible to public view shall install a suitable enclosure to screen from public, street level view equipment which is incidental to normal residences such as yard equipment and storage areas.

(s) Burning. Except within fireplaces in the Residence, outdoor cooking or Committee approved fire pits, no burning of anything shall be permitted anywhere on the Property, except for organic debris generated on site from land clearing and maintenance activities of a Lot as permitted by the City and County.

(t) HVAC Screening. All exterior mechanical equipment, including but not limited to HVAC equipment, shall be located on the side or rear yard of each Lot and shielded with landscaping material or fencing from public view form any adjacent street.

(u) Utilities. All utilities shall be installed underground, with the exception of required at grade level utility facilities such as transformers, gas meters, cable, telephone risers and connection facilities. All electric transformers shall have landscaping installed around all sides of the structure and the landscape plan must be approved by the Committee. Perimeter landscaping is not required for electric meters, gas meters, cable TV boxes and telephone boxes.

(v) Propane tanks. Propane tanks no greater than 50-pound capacity for outdoor grill cooking may be installed or constructed on a Lot. Installed propane tanks for internal applications must be buried with only the propane flow line and regulators above grade. Landscaping shall be installed around the propane tank, and the landscape plan must be approved by the Committee.

(w) Lot maintenance and trash management. Each Owner shall have the responsibility to maintain at his sole cost and expense his Lot and all improvements thereon in a clean and repaired condition, free and clear of excessive construction debris, trash, disconnected tree limbs, dead trees and unsightly materials. Trees, shrubs vines and plants that die shall be promptly removed from the Property. Landscaping must be properly maintained, fences must be repaired and maintained, and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. If any Lot or improvement is damaged or destroyed by casualty or otherwise, the Owner thereof shall be obligated to remove or repair same and shall comply with the provisions set forth in Section 7.4, paragraph 1 hereof.

Until a home or Residence is built on a Lot, Declarant and/or the Association may, at its sole discretion, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, as well as have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of the covenant. The Owner of any such Lot shall be obligated to reimburse Declarant and/or the Association for the cost of any such maintenance or removal upon demand.

(x) Leasing. No Residence may be leased for hotel or transient purposes of for less than six (6) months. All leases shall be subject to this Declaration, the Bylaws, and any rules of the Association. The Association shall have the authority to evict tenants of Owners after reasonable notice for substantial or repeated violations of the Declaration, the Bylaws, or any rules of the Association. The Association shall have the authority to enforce this Declaration, the Bylaws, or any rule provisions against an Owner's tenants, including collection of fines for violations by the tenant of the Declaration, the Bylaws, or any rules of the Association. Owners are liable for all Assessments and/or fines levied against their tenants and their tenants' guests or invitees. No Owner may lease (for barter or monetary amounts) any part of his residence (such as leasing a bedroom to a boarder) with the exception of live-in domestic help in association with customary residential purposes.

(y) Residential outside color change. COMMITTEE APPROVAL REQUIRED for any outside color change, and the proposed color(s) must be compatible with the aesthetics of the neighborhood.

Section 2.8 Minimum Floor Area. The minimum total floor area of the Residence, inclusive of guest quarters, but exclusive of open porches, breezeways, garages, and other out buildings, shall be 2,500 square feet of climate controlled (heated and air conditioned) floor area which is sheltered under a single, continual roof and built upon a single concrete foundation, however, the Committee shall have the right, in its discretion, to allow variances of up to two hundred (200) square feet from the minimum square footage referenced above.

A two (2) story home must have a minimum of sixty five (65) percent of the living area on the first floor of the Residence.

Section 2.9 Building materials. Unless otherwise approved in writing by the Committee, all exterior wall areas (exclusive of windows and doors) of each Residence or other improvements constructed on a Lot, including, but not limited to, chimneys, shall be not less than 100% Masonry.

The Committee shall consider selective use of brick and/or wood accent architectural materials, as long as the brick or wood material is compatible with the aesthetics of the community.

Section 2.10 Setback lines. All buildings, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, if any, and in no event shall any such building or other structure be constructed, placed or maintained within fifty (50) feet of any boundary of a Lot, unless the City setback line(s) are more restrictive, in which case the most restrictive setback line must be used.

Notwithstanding the provisions set forth in the preceding paragraphs, all setback line requirements herein specified or set forth on recorded plats may be waived by the Committee in the event the variance requested by the Owner of a Lot will not, in the opinion and at the sole discretion of said Committee, detract from the general appearance and/or character of the neighborhood or in any way be injurious or harmful with respect to contiguous development, and which may be required to allow for the development in deference to the size and/or shape of a Lot, its topography and/or the saving of Significant Trees as defined in Section 2.12.

Dwellings shall be situated, to the extent possible, at a location which is in a central position in relation to the boundaries of the Lot; and shall be situated at the highest elevation on the Lot. Notwithstanding the objective of central and elevated dwellings, the Committee shall have the authority to approve variances when requested by the Owner of a Lot, if in the opinion and at the sole discretion of the Committee, the variance will not detract from the general appearance and/or character of the neighborhood or in any way be injurious or harmful with respect to contiguous development, and which may be required to allow for the development in deference to the size and/or shape of the Lot, its topography and/or the saving of Significant Trees.

Section 2.11 Fences and retaining walls. No portion of any fence shall extend more than six (6) feet in height. Any Lot fence shall be approved by the Committee prior to installation. The fencing restrictions are as follows: (i) fence located on any side of a Lot property line must be Masonry or wrought iron; (ii) a wrought iron fence installed in the front yard of the Residence must include Masonry columns a minimum of thirty (30) feet on center, and a Masonry column at each end of the wrought iron fence.

Any retaining wall must be constructed of Masonry or another material approved by the Committee.

Fences or walls erected by Declarant or homebuilders shall become the property of the Owner of the Lot on which erected and shall be maintained by the Owner of such Lot. In the event no other person or entity maintains such fences or walls, the fences or walls may be maintained and repaired by the Association and the Owner of such Lot shall pay the Association the cost of such repairs or maintenance.

In the event of any dispute, disagreement or controversy between or among any Owners pertaining to either a retaining wall or fence, then upon the written demand of any such Owner, the dispute disagreement or controversy shall be fully and finally resolved in binding arbitration by the Committee or its designated representative, and a judgment based upon the Committee's decision may be entered in any court having jurisdiction thereof.

Section 2.12 Landscaping. Each Owner or homebuilder shall submit a detailed landscape and irrigation plan to the Committee for review and approval prior to installation. The landscape plan shall include installing plants on all four (4) sides of the Residence, and must be at least two (2) feet tall and installed three (3) feet on center. The landscape plan shall include a tree survey identifying any Significant Trees (as defined below) located on the Lot and within fifty (50) feet of the proposed improvements. Native landscape plants and landscape water conservation principles are encouraged in the landscape planning. Rain harvesting and water conservation systems are encouraged for usage by the Homebuilders and Owners.

A Significant Tree is defined as a native Cedar (Ashe Juniper), Cherry, Elm, Oak, Pecan or Sycamore greater than eight (8) caliper inches three (3) feet above the ground. No Significant Tree may be removed from or damaged on any Lot without the prior review and approval of the Committee.

A minimum of two (2) six (6) caliper inch (three (3) above the ground) trees shall be located (and if not then existing, shall be planted) in the front yard set back of the Residence at the time the Residence is first occupied as a home.

Each Owner shall use best management practices for the landscape plan and for any Residence irrigation system, shall consider native grasses and plants as encouraged by the Declarant and shall comply with the Water Conservation Measures of Exhibit A. Exhibit B may be enforced by the Declarant, the Committee and/or the Association.

Drip irrigation system design is encouraged by the Declarant.

Section 2.13 Sidewalks. Sidewalks are not required on the front or side yard of any Lots adjacent to a street.

Section 2.14 Mailboxes. The Declarant shall install a cluster mailbox system near the Coronado Boulevard entrance to the Property.

Section 2.15 Roofs and Chimneys. All roofs on any Residence constructed on a Lot shall have no less than a 4'/12' roof slope. The surface of all roofs of dwellings and secondary structures or outbuildings shall be of materials with a manufacturer's lifetime warranty of at least thirty (30) years, and shall be either slate, tile, or metal as approved by the Committee.

The Committee shall have the authority to approve other roof treatments and materials when, in its determination, such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. No roof shall be installed with a visually offensive color. Architectural chimney caps will be required on all chimneys, and may extend above the height limitation set forth in Section 2.18 hereof. Solar systems shall be allowed on the roof, as approved by the Committee. Rain harvesting systems shall be considered by the Committee, and are encouraged by the Declarant. Simplicity in the overall building design is desirable to provide visual continuity throughout the neighborhood, creativity is encouraged; however, a distracting roof design is not permissible. Roof design is a feature subject to approval by the Committee.

Section 2.16 Retaining walls. Prior to occupancy of any Residence, the Owner shall install the appropriate retaining walls on a Lot. Any required retaining wall shall be installed using Masonry as the building material.

Section 2.17 Future extension streets. Numerous streets, at the sole discretion of the Declarant, may be extended with a Final Plat in the future. If these streets are extended, such area shall be annexed to the Property and developed under this Declaration.

Section 2.18 Residence height restrictions. No Residence shall be constructed which is greater than two (2) stories in height or which is greater than thirty five (35) feet in height, measured from the front entry floor elevation to the top of the roof of the Residence. The minimum floor plate height for the first floor shall be twelve (12) feet, and the minimum floor plate height for the second floor shall be nine (9) feet.

Section 2.19 Concrete foundation restrictions. Concrete foundation exposure on any Residence elevation shall be no greater than 18 inches on all sides.

Section 2.20 Auction sales prohibited. Except for foreclosure sales held by a lienholder in conjunction with foreclosing on a deed of trust or other lien right, no Lot may be sold by public auction process. For the purposes of this Section, "public auction process" is considered to be the sale of property by competitive bid.

Section 2.21 Water conservation restrictions. Each Owner shall meet the minimum restrictions for water conservation as defined in the attached Exhibit A, entitled "Water Conservation Measures Mandatory Requirements".

Each Owner shall use best efforts to meet the suggested water conversation guidelines as defined in the attached Exhibit B, entitled "Water Conservation Measures Suggested Guidelines".

Section 2.22 Impervious cover regulations. The maximum impervious cover for the Property is fifteen (15) percent on each individual Lot.

Section 2.23 Integrated pest management systems. Each Owner shall use best management practices of Integrated Pest Management (IPM) systems for each Residence and Lot, as described in Exhibit A.

Section 2.24 Outside lighting. No exposed bulb or wraparound lens yard lights shall be permitted. Exterior lights on buildings shall have housings which can shield or directly focus the light source. No outside flood lights shall be installed on a Residence. Subdued and directed architectural lighting shall be allowed, subject to prior approval of the Committee. The objective and intent of this restriction shall be to maintain the visibility and minimize light pollution of the night sky for all Owners and to minimize the visibility of light sources from any other part of the Subdivision. All landscape and security lighting shall be subject to the review and approval of the Committee.

ARTICLE III
PROPERTY RIGHTS

Section 3.1 Owner's easements of enjoyment. Every Owner shall have a right and easement of enjoyment in and to Common Area, which shall appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. the right of the Association to charge fees for the repair and maintenance of the Common Area, collect dues, fines and/or other fees of any sort noted in these restrictions and enforce collection of any such monies in accordance with any and/or all terms, conditions or rights set forth within these restrictions;
2. the right of the Association to suspend the voting rights of an Owner for any period of time during which any assessment against his Lot remains unpaid;
3. the right of the Association to suspend the voting rights of any Owner during any period of time in which an infraction of any of the rules and regulations herein has taken place, and to uphold such suspension for up to sixty (60) days after said Owner's cure;
4. the right of the Association to enforce any and all rules and regulations which are a part of these restrictions and to make and adopt rules and regulations regarding the use of Common Area;
5. the right of the Committee to enforce any and all rules, restrictions and/or regulations which are a part of these restrictions;
6. the private roads shall be gated and equipped with an electric gate opener at each entrance to the Subdivision, "Coronado Boulevard" and "Las Cimas"; and
7. the Association shall have the right to take such steps as are reasonably necessary to protect the Common Area, or any part thereof, against damage, condemnation, foreclosure or forfeiture.

Section 3.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area facilities to the members of his family and his tenants who reside on his lot.

Section 3.3 Title to and obligations regarding Common Area. Notwithstanding any provisions to the contrary, Declarant may retain the legal right to any Common Area until such time as it has completed improvements thereon and all necessary inspections by the applicable Contractor, Engineer, Utility Companies and/or the City, County or any other applicable inspection body have been satisfied OR until such time as, in the opinion of the Declarant and at its sole discretion, the Association is able to maintain the same.

1. In this regard, unless otherwise provided herein, the Declarant hereby covenants for itself, its successors and assigns that title to the Common Area will then be conveyed to the Association at no cost (unless otherwise stated herein), at which time the Association shall then automatically assume responsibility for all obligations of Declarant

relating to their respective portion of the Common Area. In addition, at the time of this conveyance, all construction warranties, if any, shall also be automatically transferred to the Association relating to the improvements forming a part of the Common Area and the Association shall indemnify and hold Declarant, its officers and partners, harmless from any expenses and/or damages of any kind associated with any and all repairs or damage to roads, utilities and any other Common Area improvements, with the Association (and each Owner) agreeing to contract and deal directly with the applicable third party (contractor, engineer, utility company, City or County) to remedy such repairs and damages.

2. In connection with any conveyance of any Common Area from the Declarant to the Association, as set forth in these restrictions, the Association shall take responsibility for the ownership and maintenance of any security gates or other security elements restricting access to the Property (the "Security Elements"). Notwithstanding such conveyance, Declarant shall retain full and complete control of the operations of any such Security Elements regulating access to the Property; it being understood that Declarant shall have the right to maintain control of the Security Elements and regulate access to the Property as Declarant deems appropriate in Declarant's sole discretion until the earlier of the following: (i) the Property is completely built out, with all Lots having been conveyed to third parties and developed by completing construction of a Single Family Residence thereon; or (ii) Declarant specifically conveys control of the Security Elements over to the Association in writing.
3. Until title to the Common Area has been conveyed to the Association by the Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Areas granted to the Association in this Declaration.

Section 3.4 Indemnification. The Association shall at all times from and after any turnovers of Common Area and/or management of the Association indemnify and hold Declarant, its officers and partners, harmless from any and all liability associated with any and all claims or damages of every kind arising out of the operations of the Properties or the Association. Additionally, Declarant, its officers and partners, may not be held liable in any way in its role in enforcing or failing to enforce any obligations. This indemnification shall include the Association payment of any and all expenses including payment of any and all legal expenses, court costs, all costs associated with the protection of Declarant, its officers and partners, in legal actions or proceedings or any other action of any kind. Declarant, its officers and partners, shall be shown as an additional insured on the Association liability insurance policy, which shall be in a form acceptable to Declarant and shall be maintained at the Association expense in an amount of not less than \$3 million. Said liability insurance requirement shall be in effect until at least three (3) years after (a) all of the Common Areas are turned over to the Association or (b) the entire development is completed and sold/built out, and any notes or agreements between Declarant and the Association have been paid in full.

Notwithstanding the foregoing, the indemnification of Declarant by the Association shall not include any obligation of construction of improvements in or upon the Common

Area, nor shall it include any obligation of performance contained within the plat for the Subdivision or in any requirement of any county, governmental agency or regulatory board or commission in the obtaining of plat approval for the Subdivision.

Section 3.5 Assignment by Declarant. Declarant shall have the full right and authority to sell or assign its rights, duties and obligations under these restrictions in conjunction with a sale of all of its unsold Lots and acreage within the Subdivision, and, upon any such action, Declarant shall have no further obligation or liability, implied or otherwise, hereunder.

Section 3.6 Maintenance of Common Area included in Annual Assessment. The Association shall provide maintenance, replacement, repair and care for the Common Area, including landscaping and plants thereon. By way of illustration, such improvements may include, but not necessarily be limited to, fences, gates, walls, lighting and other facilities considered necessary for the overall illumination or security of the Property. The maintenance provided for in this Section 3.6 shall be services due each Member in consideration of the Assessments levied against Member's Lot. However, in the event that the need for any such maintenance, replacement or repair, in the judgment of the Board, is caused through the willful or negligent act of a Member or such Member's family, guests, or invitees, the cost of such maintenance, replacement or repair shall become a Special Assessment on such Member's Lot.

Section 3.7 Association facilities on Common Area. At the sole discretion of the Declarant, Association facilities may be installed on any Common Area. Such improvements may include, but shall not be limited to the following facilities: walking paths, pathways or trails, community center, playscape, picnic facilities, sport court, tennis court and outdoor pavilion.

ARTICLE IV USES OF COMMON AREAS

Section 4.1 Easement of enjoyment. Subject to the provisions of the Declaration, every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas; provided, however no Member shall be deemed to have any right of access upon or across or the use of any Lot not owned by such Member, in connection with such easement of use or enjoyment of the Common Areas. Easements to the Common Areas shall be perpetual.

Section 4.2 Location of Common Area. Properties owned in Common Areas are located as shown on the Final Plat(s).

Section 4.3 Extent of easements of enjoyment. The right and easements of enjoyment created hereby shall be subject to the following:

1. **Planting; Obstructions.** No planting, or gardening by Owners shall be permitted within the Common Areas, and no fences, hedges or walls or other obstructions shall be erected or maintained upon the Common Areas, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board.
2. **Rules and regulations of Common Areas.** The right of the Association from time to time to prescribe reasonable rules and regulations for the

use, enjoyment, and maintenance of the Common Areas.

3. Borrowing money. The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof. Declarant specifically reserves the right to lend money to the Association from time to time at commercially reasonable terms.
4. Protection of Common Areas. The right of the Association to take steps as are reasonably necessary to protect the Common Areas, or any part thereof, against damage, condemnation, foreclosure or forfeiture.
5. Easement of access. The right of the Association or Declarant to abandon, modify, alter or relocate easements for ingress, egress, or regress, to, from and within the Properties and individual Lots within the Properties.

ARTICLE V

ASSOCIATION AND COVENANTS FOR DUES AND MAINTENANCE FEES

Section 5.1 The Association. Declarant shall charter the Association under the Texas Non-Profit Corporation Act, for the purposes of assuring compliance with the terms of this Declaration. The Association, acting through its Board, shall have the power to enforce the covenants, conditions and restrictions and all other terms contained in this Declaration, subject to the provisions of the Articles and the Bylaws, and shall have all of the powers set forth in the Articles and the Bylaws. Declarant, the Association and the Board shall never be under any obligation to enforce the covenants, conditions, restrictions and other terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of the Declarant, the Declarant's successors and assigns, the Association or the Board.

Section 5.2 Membership. Every Owner shall be a Member of the Association. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot. Any person or entity holding an interest in any portion of the Property merely as security for the performance of any obligation shall not be a Member of the Association. Declarant shall be a member of the Association without regard to whether Declarant owns one or more specific Lots until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 10.23 hereof.

Section 5.3 Voting rights. The Association shall have one or more classes of voting membership as further described in the Bylaws. All voting rights shall be subject to the provisions and restrictions set forth in the Bylaws. Upon written request by an Owner, the Association shall furnish a true, complete and correct copy of the Bylaws certified by an officer of the Association to such Owner.

Section 5.4 Board of Directors. The Association shall have a Board of Directors who shall have the powers and duties prescribed in the Articles and the Bylaws. The Bylaws shall specify the procedure for election of the directors and the term to be served by each director.

Section 5.5 Private streets. All streets in the Property shall be private streets. The Association shall own and maintain the streets in the Property, and shall have the responsibility to pay any property taxes assessed and owing thereon.

(a) Each Owner (other than Declarant) of any portion of the Property by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or other document, is deemed to covenant and agree to pay to the Association, an Initiation Fee (herein so called) for membership in the Association, Regular Assessments, Special Assessments, and fines and other charges assessed for violations to this Declaration, the Bylaws, any rules of the Association, and any other governing documents. The Initiation Fee, the Assessments, and all fines and charges shall be established and collected as hereinafter provided.

(b) Each Owner (other than Declarant) who acquires title to a Lot intending to use or market the Residence constructed, or to be constructed, thereon as a home shall, on the date the Lot is conveyed to such Owner, pay to the Association the Initiation Fee for membership in the Association.

(c) The Regular Assessments, Special Assessments and Initiation Fee, together with any interest, costs, fines and other charges, and reasonable attorney's fees as provided for under this Declaration, shall be a charge on the land and shall be a continuing lien upon the Owner's Lot against which each such Assessment and Initiation Fee is assessed. Each such Assessment and Initiation Fee, together with any interest, costs, fines and other charges, and reasonable attorney's fees as provided for under this Declaration, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the Assessment, Initiation Fee or other charge fell due. The personal obligation for delinquent Assessments, Initiation Fees, and other charges shall not pass to such Owner's successors in title unless expressly assumed by such successors.

Section 5.7 Initial Initiation Fee and Regular Assessment. Until adjusted pursuant to the terms of Section 5.14, the Initiation Fee shall initially be \$100.00 per Lot and the Regular Assessments shall initially be \$2,500.00 per Lot per calendar year. The Initiation Fee shall be paid as provided in Section 5.6(b) hereof. The Regular Assessments shall commence as set forth in Section 5.10 hereof, and shall be payable in advance on February 1 of each year. If the date of commencement of Regular Assessments for an Owner is other than February 1, the first Regular Assessment owing by such Owner shall be prorated from the date of commencement until the ensuing December 31 and paid to the Association on such date of commencement. The Initiation Fee and Regular Assessments (i) shall be used to pay the POA expenses, (ii) may be adjusted as determined by the Board pursuant to Section 5.14 hereof and the Articles and Bylaws, and (iii) shall be payable as set forth herein or as otherwise prescribed by the Board.

Section 5.8 Special Assessments. In addition to the Regular Assessments authorized herein, the Association may levy at any time, in accordance with the Articles and the Bylaws, a Special Assessment for the purpose of defraying, in whole or in part, (i) as to Owners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto, (ii) as to Owners generally, any increased operating or maintenance expenses or costs to the Association, (iii) as to a particular Lot Owner, the costs incurred by the Association with respect to a particular Lot due to the Lot Owner's lack of maintenance of the Lot or failure to comply with this Declaration or the Association's rules and regulations, including without limitation, grass and weed cutting, and (iv) as to a particular Lot Owner, POA Expenses incurred by the Association, in the judgment of the Board, as the result of the willful or negligent act of the Owner or the Owner's family, guests or invitees.

Section 5.9 Notice requirement. Written notice of any meeting called for the purpose of taking any action authorized in Section 5.7 and Section 5.8 shall be in accordance with the Bylaws.

Section 5.10 Date of commencement. The Regular Assessments provided for herein shall commence with respect to each Lot on the earlier of (i) the date of conveyance of the Lot in question to an Owner intending to use or market the Residence constructed, or to be constructed, on such Lot as a home or (ii) at a date determined by Declarant. (For example, Declarant may notify homebuilders owning Lots that those Lots must pay assessments beginning on a date established by Declarant.)

Section 5.11 Exempt property. All Common Areas, all Lots owned by Declarant, and all property dedicated to and received by the POA, the City or other governmental authority shall be exempted from the Initiation Fee and the Assessments provided for herein. In Addition, all Lots and all Property which are transferred or conveyed to Declarant's mortgagee by virtue of foreclosure, or deed in lieu of foreclosure, shall be exempted from the Initiation Fee and Assessments provided for herein for so long as such mortgagee is the record title owner of such Lot or Property and does not use or market a residence thereon as a home.

Section 5.12 Remedies of the Association. Any Assessment, Initiation Fee or other sum due under this Declaration, the Bylaws, or any rules of the Association or other governing documents not paid within 30 days after the due date shall be delinquent and, at the Board's discretion, may bear interest from the due date at the rate of 18% per annum, but in no event in excess of the maximum rate permitted by applicable law, and/or the Board may impose late fees and collection fees for any unpaid amounts due the Association. Any such Assessment, Initiation Fee, or other amount due and all interest and costs of collection, including administrative costs of the Association and reasonable attorney's fees and any late fees adopted by the Board shall be secured by a lien upon the Owner's Lot to which such Assessment, Initiation Fee or other costs relate, which lien (i) shall be superior to all other liens and charges against such property, except only for ad valorem tax liens and all sums unpaid on a bona fide mortgage lien or deed of trust lien of record, and (ii) shall be coupled with a power of sale in favor of the Association entitling the Association to exercise the right of nonjudicial foreclosure sale and the other rights and remedies afforded under Chapter 51 of the Texas Property Code, as amended. It is expressly intended that by acceptance of a deed or other form of conveyance to a Lot within the Property, each Owner acknowledges that title is accepted subject to the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the lien having been created prior to the creation or attachment of any homestead right with respect to any Lot.

To evidence the lien, the Association may file a written notice of such lien in the Real Property Records of Kerr County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Subsequent to the recording of a notice of lien as provided herein, the Association may bring an action at law against the Owner personally obligated to pay the indebtedness secured thereby, and in addition, conduct a nonjudicial foreclosure sale of the Owner's Lot under the Texas Property Code or judicially foreclose the lien against the Owner's Lot, all such remedies being cumulative. In any suit or proceeding against the Owner or the Owner's Lot, the Owner shall be required to pay and shall be liable for all costs, expenses and reasonable attorney's fees incurred by the Association. No Owner may waive or otherwise avoid liability for the Initiation Fee or Assessments or other charges provided for herein by non-use of the Common Areas or abandonment of the assessed Lot by the Owner.

All monies received by the Association from an Owner may be applied by the Association first to non-assessment obligations of such Owner, such as fines, late charges, returned check charges, and damages, regardless of notations on checks or any instructions otherwise.

Section 5.13 Subordination of lien to mortgages. The lien securing the Assessments, Initiation Fee and other charges provided for herein on each Lot shall be subordinate to the lien of any bona fide mortgage or deed of trust of record now or hereafter placed upon such Lot. Sale or transfer of any Lot shall not affect the Assessment and Initiation Fee lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any mortgage or deed of trust lien of record to which such Assessment and Initiation Fee lien is subordinate shall extinguish the Assessment and Initiation Fee lien as to the Assessments, Initiation Fee and other charges which became due prior to such sale or transfer. No sale or transfer by foreclosure or otherwise shall relieve such Lot from liability for any Assessments or Initiation Fee or other charges thereafter becoming due or from the lien securing such Assessments or Initiation Fee or other charges, except for a transfer by foreclosure or in lieu of foreclosure to Declarant's mortgagee.

Section 5.14 Duties of the Board. The Board shall fix the amount of the Initiation Fee and the Regular Assessments from time to time, but no more frequently than once per calendar year. The Board may amend the due dates for the Regular Assessments at any time the amount of the Regular Assessments are fixed. The Board may levy a Special Assessment authorized by this Declaration at any time, and shall establish the due date for such Special Assessment at the time of Assessment. The board shall prepare a roster of the Lots and the Assessments and other charges applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessments and other charges applicable as of December 31 of each calendar year shall be sent to every Owner subject thereto by the following January 31. The Association shall, upon request at any time, furnish to any Owner liable for Assessments a certificate in writing signed by an officer of the Association setting forth whether all Assessments and other charges have been paid.

Section 5.15 Fines. The Board shall have the right to assess fines or other charges against an Owner for violations of the Declaration, the Bylaws, any rules of the Association or any other governing documents. Fines may increase for each day such owner allows the violation to continue. The Board may waive all or part of any fine if there are hardships or unusual circumstances in the Board's discretion. Attorney's fees incurred by the Association enforcing this Declaration, the Bylaws, any rules of the Association or any other governing documents may be assessed to the violating Owner's account.

Section 5.16 Purpose of assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and/or Owners of the Properties and for the improvement and maintenance of the Common Area. These expenses may include, but shall not necessarily be limited to, payment of taxes and insurance, construction, repair or replacement of streets, security gates and entry, and other improvements to the Common Area, cost of trash and debris clean-up, street and Lot cleaning, cost of professional or other outside services, and labor, equipment, materials, outside management and supervision necessary to carry out its authorized functions. Additionally, any other expenses which, in Declarant's sole discretion, are deemed necessary to uphold the Subdivision's property values and/or are for the overall betterment of the development and its appearance, shall be the responsibility of the Association and shall be paid out of assessments including, but not limited to, cost of security, Lot cleaning, general maintenance and road cleaning.

Section 5.17 Turnover. At any time after commencement of operations of the Association, at Declarant's sole discretion, the Owners may be required to take over the management of the Association and relieve Declarant of all duties associated therewith. Upon such "Turnover" by the Declarant, the Owners within the Subdivision will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of this Declaration and to establish any and all Bylaws procedures and other management devices by which the Association shall operate.

Notwithstanding anything to the contrary, until such "Turnover" has taken place, the management of the Association may be by Declarant and its staff, and any expenses incurred in such management shall be reimbursed to Declarant by the Association. Said reimbursable expenses shall include the cost of Declarant's staff for the time spent in the management of this Association. From and after the time of such turnover, the Association shall indemnify and hold Declarant, its officers and partners, harmless from and against any and all claims or damages of any kind, arising out of the development and operations of the Properties or the Association.

Section 5.18 Reimbursement. Notwithstanding any other terms or conditions set forth in these restrictions, any expenses which are incurred by Declarant prior to the establishment of the Association, or prior to sufficient income being received from assessment billings, and which would normally be the responsibility of the Association, shall be reimbursed to Declarant from proceeds of the Association as funds become available from dues and assessments, but, in any case not later than 1 year after the time of establishment of the Association and/or the expense was incurred.

Notwithstanding anything to the contrary, until such "Turnover" has taken place, the management of the Association shall be by Declarant and its staff, and any expenses incurred in such management shall be reimbursed to Declarant by the Association. Said reimbursable expenses shall include the cost of Declarant's staff for the time spent in the management thereof this Association. From and after the time of such turnover, the Association may indemnify and hold Declarant, its officers and partners, harmless from and against any and all claims or damages of any kind, arising out of the development and operations of the Properties or the Association.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 6.1 Development objectives. The aesthetic and ecological quality of the Properties requires that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee has been created as described in Section 6.2 herein. The Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 6.2 Authority. No landscaping shall be undertaken, no building, fence, wall, basketball goal pole or other structure or improvement of any kind (including all repair arising by reason of any casualty damage or destruction) shall be commenced, erected, placed, maintained or altered on any Lot, and no exterior painting of, exterior addition to, or alteration of any such items shall be undertaken until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee as to:

(i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan, and proper facing of main elevation with respect to adjacent streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots; and

(iii) the other standards set forth within this Declaration.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owners or the general value of Lots. In considering the harmony of external design between existing structures and the proposed building to be erected, placed or altered, the Committee shall consider only the general appearance of the proposed building that can be determined from front, rear and side elevations on submitted plans.

No exterior or interior addition or alteration shall be made to any Residence which involves removal, addition, or alteration of load-bearing or non-load bearing walls without prior written consent of the Committee. Plans for all work shall be submitted to the Committee in compliance with this Section 6.2. All removals, additions, and alterations must comply with all applicable governmental regulations, including building code and fire code regulations.

Section 6.3 Architectural Control Committee. The Committee shall be composed of at least one (1) and not more than three (3) members selected and appointed by the Board. And may include members of such Board. The Board of Directors shall have the exclusive right and power at any time, and from time to time to create and fill vacancies on the Committee. The Committee reserves the right from time to time to file instruments in the Real Property Records of Kerr County, Texas designating its then current composition.

Section 6.4 Goals. The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Properties. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing Single Family Residences and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the Committee if such Committee feels that the repetition of such matters will have an adverse effect on the Properties.

Section 6.5 Function. The Committee shall function as the representative of the Owner's for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No improvement as that term is defined in ARTICLE I and/or Section 6.1 of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of the Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved

in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Committee shall be final, conclusive, and binding upon the applicant.

Section 6.6 Procedures. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

Section 6.7 Indemnity. The Association shall at all times indemnify and hold the Committee and the committee members harmless from any and all liability associated with any and all claims or damages of every kind arising out of the actions, or omissions to act, of the Committee and/or its members. The Committee and its members shall be shown as additional insured on the Association's liability insurance policy as provided under Section 3.4 of this Declaration.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE SUBMITTAL AND APPROVAL PROCESS

Section 7.1 Procedure for approval. Each Owner shall follow a two step review and approval process for Committee approval of any improvements requested by the Owner.

(a) Preliminary design review. The Owner shall submit to the Committee the preliminary new home or improvement design as soon as the Owner has a preliminary concept and design for the Lot. The preliminary design shall include the following:

1. Plot plan, showing foundation, flatwork and impervious cover percentage.
2. Four (4) sides of the new home elevations, including materials.
3. Septic system plan
4. Topographic survey.
5. Tree survey.

(b) Final design review. After the Committee has communicated preliminary design review comments to the Owner, a complete copy of the final plans and specifications (which shall address such comments) and must adequately reflect to the Committee the true design quality of the proposed work, shall be submitted in duplicate by directly delivery or by certified mail to the Committee. Such plans and specifications must be submitted at least thirty (30) days prior to the proposed landscaping or construction improvements. Final plans and specifications shall include final design components as referenced in subparagraph (a) above, floor plan(s) and all elevations of any proposed structure(s) (including fences, walls, sign, pools, pool buildings, etc.), roof height, specification of materials, colors, textures and shapes; landscape and irrigation plans and any other design documents required by the Committee. All measurements and dimensions, both interior and exterior, must be shown, (1/4"=1' minimum). The description of materials and finishes must be clearly indicated.

Section 7.2 Basis of approval. Approval of preliminary design plans and final design plans and specifications shall be based upon the following:

1. The architectural and structural integrity of the design.
2. Harmony and conformity of the design with the surroundings both natural

and built.

3. Adequacy of the design to conditions of the site.
4. Relation of finished grades and elevations to neighboring sites.
5. Conformity of specific and general intent of the Protective Covenants covering the Subdivision of which the Lot in question forms a part.
6. Relation of improvements to improvements on neighboring sites.
7. Protecting view from Lots whose location provides distant views.
8. Central and elevated location of dwellings upon each Lot.

The Committee shall use good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 7.3 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which vary from the covenants, restrictions, or arch standards which are provided in this Declaration or the applicable Protective Covenants or those which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of the Properties nor harmony with the natural surroundings. No member of the Committee shall be liable to any Owner for claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

Section 7.4 Issuance of a building permit. Upon approval of final submittals, a building permit will be issued by the Committee and construction may begin. All such permits and necessary City and/or County permits, if any, must be prominently displayed at the job site and covered with clear plastic to prevent weathering. The issuance and acceptance of the building permit assures that:

1. Unless otherwise approved in writing by the Committee, construction with respect to any improvements approved by the Committee shall be commenced by the Owner thereof (including Homebuilders) within the thirty (30) days after such approval, shall be diligently pursued to final completion, and shall be completed within one (1) year after such approval.
2. Construction will be in accordance with approved plans.
3. Any exterior or structural changes after the final approval of plans by the Committee must be approved in writing by the Committee prior to construction of those changes.
4. Regular inspections shall be made by a representative of the Committee, City and/or County.

Section 7.5 Failure of the Committee to act. If the Committee fails to approve or to disapprove either the preliminary design plans or the final design plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has disapproved such preliminary design plan or final design plan and specifications. If preliminary design plans or final design plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 7.6 Required approval process for homebuilder. The Committee shall have the responsibility and the authority to review and approve a specific homebuilder selected by an Owner to build Residence on the Owner's Lot. In addition, to other requirements noted herein, the Owner shall be required to provide the following documentation to the Committee for review and approval or disapproval prior to any construction on a Lot:

1. Name and ownership of the homebuilder.
2. Specific locations where homebuilder is building homes in the surrounding area.
3. Price range of new homes built by homebuilder in the surrounding area.
4. History of the homebuilder in the surrounding area (length of time in business, previous building businesses, etc.)
5. Specific addresses of residences similar to the Owner's proposed Residence.

The Committee shall consider the required documentation as well as any additional documentation and information the Owner chooses to submit, in the review and approval and/or disapproval of the homebuilder. The Committee shall have the responsibility and authority to approve or reject the requested homebuilder, based on the sole discretion of the Committee. The Committee may in its discretion maintain a list of pre-approved Homebuilders. If the proposed homebuilder is on the list of pre-approved homebuilders, the requisites of this Section 7.6 may be met by the Owner's written notice to the Committee of the name of the Homebuilder and the Committee's subsequent written confirmation to the Owner that the Homebuilder is pre-approved. The Owner must obtain either (i) such pre-approval notice from the Committee or (ii) the Committee's written approval of the Homebuilder before the Committee will review proposed construction plans.

Section 7.7 Limitation of liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

Any errors in or omissions from the plans and specifications or the site plan submitted shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans or to check for such plans' compliance with the general provisions of this Declaration, City or County codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other matters.

ARTICLE VIII
UTILITY EASEMENTS

Section 8.1 Existing easements. The Final Plat dedicates for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Final Plat further establishes dedications, limitations, reservations and restrictions, applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions, and reservations shown on the Final Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 8.2 Changes, additions, and reservations. Declarant reserves the right to make changes in and additions to the above easements for the purpose of more efficiently and economically installing any improvements. Further, Declarant reserves the right, without the necessity of the joinder of the Association or any Owner or other person or entity, to grant, dedicate, reserve or otherwise create easements for utility purposes, (including, without limitation, water, sewer, gas, electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, but only to the extent reasonably necessary and appropriate.

Section 8.3 Title to easements and appurtenances not conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways, or any drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television line, telegraph, or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality, or other governmental agency or to any public utility corporation or to any other party is hereby expressly reserved in Declarant and the Association's Board of Directors.

Section 8.4 Installation and maintenance. There is hereby created an easement upon, across, over and under all of the Common Areas for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable television and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Common Area within the utility easements from time to time existing and from service lines within such easements to the point of service on or in any structure situated upon the Properties. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Common Areas until approved by Declarant or the Association's Board of Directors. Any utility companies furnishing service to the Properties shall not remove (unless absolutely necessary) any trees situated within the utility easements shown on the Final Plat, without prior approval of the Committee, though said utility company shall have the right to trim overhanging trees and shrubs located on portions of the Properties abutting such easements if reasonably necessary for the servicing thereof.

Section 8.5 Emergency and service vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Properties to render any service.

Section 8.6 Surface areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by the custom or practice of such utility company. Prior to the construction of any utilities on a developed Lot, Declarant and/or the Association reserve the right to require that the utility company pay for the cost of repairing the easement to the same condition as it was prior to the construction.

ARTICLE IX DRAINAGE EASEMENTS

Section 9.1 Drainage easements. Easements for drainage throughout the Property are reserved as shown on the aforementioned Final Plat, such easements being depicted thereon, VWPDE easements, PDE easements or "drainage easements." No Owner of any Lot may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

1. alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
2. alter, change or modify the existing configuration of the drainage easements, or fill excavate or terrace such easements or remove trees or other vegetation therefrom without prior written consent of the Architectural Control Committee;
3. construct, erect or install a fence or other structure of any type or nature within or upon drainage easements which will impede the natural flow of water over said easement;
4. permit storage, either temporary or permanent, of any type or within such drainage easements; or
5. place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Committee, the Association and/or Declarant, and such Committee, the Association and/or Declarant shall not be charged with any

affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this provision shall in no way affect any other recorded easement in the subdivision.

ARTICLE X MISCELLANEOUS

Section 10.1 Term. This Declaration and the covenants and restrictions contained herein are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2049, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by seventy five (75) percent of the Owners of the Lots in the Subdivision controlled by the covenants has been recorded agreeing to change and/or terminate said covenants in whole or in part.

Section 10.2 Enforcement. Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner of any Lot in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. Failure of Declarant or the Association to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself; its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots in the Subdivision controlled by these covenants. The reservation by Declarant or the Association of this right of enforcement these covenants shall not create a duty or obligation of any kind to enforce same, and neither Declarant nor the Association shall be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restrictions herein contained.

The Association shall have the authority to employ self-help to enforce compliance with any provision of the Declaration. Upon the occurrence of a default of other violation of the Declaration the Association may provide notice to the defaulting Owner of the matter on noncompliance, the action necessary to cure the noncompliance, and a date by which the noncompliance shall be cured. In the event the Owner fails to cure the matter of noncompliance within the required time, the Association may take action to cure the matter of noncompliance.

Notice of default or other violation of the Declaration and of the Association's intent to act pursuant to this provision shall be in the form and in the manner as required by Section 10.3. In the event of continuing noncompliance, a second notice, at least ten (10) days subsequent to the date of the mailing of the first notice, shall be sent to the noncomplying property Owner. Not sooner than thirty five (35) days after date of the mailing of the original notice, the Association may send notice to the noncomplying property Owner of the Association's intent to act to cure the noncomplying condition. Such notice shall be sent by United States Certified Mail, return receipt requested, and shall otherwise conform to Section 10.3. In the event the noncomplying condition continues from and after ten (10) days from the date of the mailing of the Association's intent to act to remedy the noncomplying condition, the Association may commence actions to remedy the noncomplying condition at the sole expense of the noncomplying property Owner. The Association may avail itself of all methods for recovery of funds expended as provided under the Declaration including nonjudicial foreclosure.

Section 10.3 Notice by Association. Whenever written notice to a member (or members) of the Association is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such

member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not.

Section 10.4 Partial invalidity. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 10.5 Amendment. At any time, the owners (but expressly excluding their respective mortgagee's, if any) of the legal title to seventy five (75) percent of the Lots within the Subdivision may amend the restrictions and covenants set forth herein (except that until the rights and authority granted to Declarant hereunder vest in the Association pursuant to Section 10.23 hereof, no such amendment shall be valid or effective without the joinder of Declarant and Declarant's mortgagee) by filing an instrument containing such amendment, along with proof of the seventy five (75) percent consent, in the office of the County Clerk of Kerr County, Texas.

Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Kerr County, Texas.

Section 10.6 Nonjudicial foreclosure.

To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments or reimbursements when due, or if an owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate permitted by law for the Owner. The sum to be reimbursed shall be secured by this Special Deed of Trust.

If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust, may:

1. Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et. seq. of the Texas Property Code then in effect or any successor statute thereto; and

2. Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

If requested by the Association to foreclose this lien, the Trustee shall:

- (a) Either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et. seq. of the Texas Property Code then in effect or any successor statute thereto;
- (b) Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
- (c) From the proceeds of the sale, pay, in this order:
 - (1) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;
 - (2) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;
 - (3) any amounts required by law to be paid before payment to the owner; and
 - (4) to the Owner, any remaining balance.

H. Ritman Jons, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The Board, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, without amending the Declaration by filing an appropriate designation of substitute trustee among the Official Public Records of Kerr County, Texas. The Trustee's address is 829 Main Street, Suite B, Kerrville, Texas 78028.

From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002 as may be amended hereafter, and, which amendment is applicable hereto. The President of the Association, acting without joinder of any Owner or mortgagee of any owner, may, by amendment to this Declaration filed in the office of the County Clerk of Kerr County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

Any liens created by Article III, Article V, Article XII or Article XVI hereof, shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

Section 10.7 Waiver and Laches. The obligation to abide by the provisions contained in the Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on said Owner's Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provision herein. Failure of Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.8 Assessments by award of judicial decree. In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in Article V herein. Failure to pay assessments imposed under this Section 10.8 shall constitute an event which may give rise to the remedies provided under Section 10.6.

Section 10.9 Right of way easement. The Heights of Kerrville, LP reserves and shall have a perpetual, nonexclusive, easement and right of way over and across all platted private roadways upon the Properties for the purpose of providing vehicular and pedestrian access and utility services to adjoining or neighboring lands developed by Declarant. Said easement and right of way shall be for the benefit of Declarant and its successors and assigns.

Section 10.10 Hunting and firearms. No hunting shall be permitted on any Lot of the subdivision; provided the taking or harvesting of wildlife upon Lots owned by Declarant under a wildlife management plan is authorized. No firearms shall be discharged on the Properties other than for the purpose of the protection of the health, safety, or welfare of an individual or in implementing a wildlife management plan. At times of discharge of firearms, due regard shall be given to the personal safety of the Owners of neighboring Lots and shall be done in such a manner as not to pose a hazard or nuisance to other property Owners.

Section 10.11 Waiver and estoppel. All streets and roadways of this subdivision shall be privately maintained by the Association. Neither the County or City shall be responsible for the maintenance and repair of the streets and roadways. By acceptance of a deed to a Lot within the Subdivision, each purchaser covenants and agrees to waive any right the purchaser may have to demand or compel the maintenance and repair of the streets and roadways of the Subdivision by the County or City and is estopped from doing so. All contracts for sales of Lots within the Subdivision shall provide notice of the waiver of public maintenance.

Section 10.12 Underground utilities. All utility service provided upon a Lot within the Subdivision, including but not limited to electrical, gas, telephonic, and cable television, shall be installed and maintained underground.

Section 10.13 Water wells. No Owner of a Lot within this Subdivision shall drill, operate, maintain a private water well on a Lot. Water to the Subdivision shall be provided by the City of Kerrville at its rate charged from time to time. To further assist the City in completion of the water distribution lines, booster pumps and other necessary facilities, the prohibition against drilling and/or operating a water well on the Properties does not apply to the City.

Section 10.14 Fireworks. The use and discharge of fireworks including, but not limited to, firecrackers, bottle rockets, roman candles, sparklers and similar items be prohibited within The Heights of Kerrville Subdivision. The Board may designate a specific area for the discharge of fireworks for a limited duration at such special occasions as the Board may deem appropriate.

Section 10.15 Universal easements. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed three (3) foot in width over all adjoining Lots for the purpose of accommodating any encroachment or protrusion due to engineering or fence line errors, errors in original construction, surveying, settlement or shirting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; provided, however, that in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurred due to willful misconduct of said Owner or Owners. In addition, the Owner of each Lot is hereby granted an easement for encroachments not to exceed three (3) feet in width by misplaced fences or fence lines and overhanging roofs, caves or other improvements as originally constructed over each adjoining Lot and for encroachments due to the location of trees retaining walls and the maintenance thereof. Each of the easements hereinabove referred to shall deemed to be established upon the recordation of this declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

Section 10.16 Arbitration. Any controversy involving the construction, interpretation, application or enforcement of any of the terms, covenants, restrictions or conditions set out in this document, shall on the written request of the Board, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act. Each of the parties to any controversy regarding these restrictions shall appoint one person as an arbitrator to hear and determine the dispute, and if they shall be unable to agree, then the arbitrators so chosen shall select another impartial arbitrator whose decision shall be final and conclusive upon the parties to the controversy. The expenses of arbitration proceedings conducted pursuant to this Section 10.16 shall be borne by the parties in such proportions as the arbitrators shall decide.

Section 10.17 Recorded Final Plat. All dedications, limitations, restrictions and reservations shown on the Final Plat(s) are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

Section 10.18 Maintenance of Improvements. Each Lot Owner (i) shall maintain the exterior of all buildings and other improvements on his Lot in good condition and repair, (ii) shall replace worn and rotten parts, (iii) shall regularly repaint all painted surfaces, and (iv) shall not permit the roofs, rain

gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 10.19 Mortgages. It is expressly provided that no provision of this Declaration nor any breach thereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the premises or any part thereof encumbered by such mortgage or deed of trust. All provisions of the Declaration shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise after such acquisition of title and as to any breach occurring thereafter.

Section 10.20 Binding effect. Each of the conditions, covenants or restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that except as and to the extent otherwise specifically provided herein such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Property. This instrument, when executed, shall be filed of record in the appropriate records of the County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 10.21 Other authorities. If other authorities, such as the City or County, impose more demanding, expansive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 10.22 Annexation. Additional single family residential property may be annexed to the property covered by this Declaration by Declarant without approval or consent of the Association or its Members at any time prior to the date the rights and authority granted to Declarant hereunder vest in the Association pursuant to Section 10.23 hereof. Any such annexation shall specifically describe and identify which portions of the annexed property are Lots and which portions are Common Areas. Any annexation to this Declaration other than by Declarant shall comply with the requirements to amend this Declaration as set forth in Section 10.5 hereof. Any annexation authorized by this Section shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the annexed property which shall extend the provisions of the Declaration to such property, provided that such Supplementary Declaration may include additional provisions or amend the provisions of this Declaration as necessary or appropriate to extend the general plan and scheme of development as evidenced by this Declaration to the annexed property.

Section 10.23 Rights of Declarant. All rights and authority granted to Declarant hereunder shall continue until the earlier to occur of (i) January 1, 2020, or (ii) the date Declarant and its assigns no longer own any portion of the Property. On such earlier date, all rights and authority granted to Declarant hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all its rights and authority as Declarant hereunder to any person or entity by written assignment duly recorded in the Real Property Records of Kerr County, Texas, a copy of which shall be delivered to the Board. Conveyance by Declarant of a property interest alone shall not constitute an assignment of Declarant's rights and authority as Declarant hereunder.

Section 10.24 No warranty of enforceability. While Declarant has no reason to believe any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty as to the present or future validity or enforceability of any provision hereof. Any Owner acquiring a Lot in the Property in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and by acquiring the Lot agrees to hold Declarant, the Association, the Board and the Committee harmless therefrom. Declarant, the Association, the Board and the Committee shall not be responsible for the acts or omissions of any individual, entity or other Owner.

Section 10.25 Final Plat and notes. Each Owner is obligated to read, understand and strictly follow the notes and provisions of each Final Plat.

Section 10.26 Construction Inspector. The Declarant reserves the right, but not the obligation, to establish a construction inspector for all new home construction and remodeling construction. The construction inspector shall have the responsibility and authority to inspect construction at various phases of construction, and shall have the responsibility and authority to stop construction on a Residence, subject to the final review and decision by the Declarant. The Owner performing construction shall have the responsibility to pay for the construction inspection services.

EXECUTED by said Declarant, this 26th day of March, 2010.

The Heights of Kerrville, LP

By: Phicof, L.L.C., its general partner

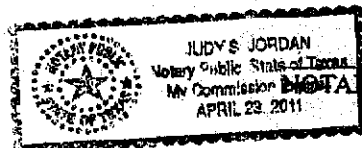
By:

A. B. Phillips, Manager

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 26th day of March, 2010 by A. B. Phillips, Manager of Phicof, L.L.C., a Texas limited liability company, the general partner of The Heights of Kerrville, LP, a Delaware limited partnership, on behalf of said partnership.



Judy S. Jordan
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE OFFICE OF,
AND AFTER RECORDING,
RETURN TO:

The Heights of Kerrville, LP
c/o JONS LAW FIRM
H. RITMAN JONS
829 Main Street, Suite B
Kerrville, Texas 78028
(830) 896-8383

Z:\R\CLIENT\The Heights of Kerrville\7173.001 Development\Restrictions\Heights of Kerrville.Rev 06 032610.doc

VOL. 1783 PAGE 0138

EXHIBIT "A"
WATER CONSERVATION MEASURES
Mandatory Requirements

- A. Landscape irrigation systems shall not be mandatory.
- B. Landscape irrigation systems, if installed, will be required to include the following water conservation features:
1. Rain and/or moisture sensors;
 2. Backflow prevention device installed in accordance with applicable state laws.
 3. Pressure reducing valve and/or remote control valves for each station with flow control.
 4. Pressure reducing valve, for which pressure reducing valve installed in-line at the meter and serving house as well as irrigation system, is acceptable.
 5. Zoning of irrigation system based on plant water requirements.
 6. Multiple cycle controllers with an irrigation water budget feature.
 7. Minimization of overspray onto hardscapes by design, maintenance and scheduling practices. Due to overspray, subsurface drip irrigation is encouraged but not required.
- C. Contractors installing irrigation systems must provide system design plans to the homeowner.
- D. Spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 12,000 sq foot maximum. The footprint may include both the house and the garage, but not the driveway or patio.
- E. All irrigated and newly planted turf areas will have a minimum soil depth of 4 to 6 inches. Homebuilders and owners will import soil if needed to achieve sufficient soil depth. Soil in these areas may be either native soil from the site or imported, improved soil. Improved soil will be a mix of no less than twenty percent compost blended with sand and loam. Caliche shall not be considered as soil.
- F. Homebuilders must provide homeowners a landscape option using only trees, shrubs and flowers selected from a native and adapted plant list approved by LCRA or Kerr County.
- G. Landscape companies providing maintenance on all common areas and individual landscapes must only use integrated pest management (IPM) to minimize exposure of storm water runoff to chemicals (fertilizers, herbicides and pesticides). IPM prohibits routine and "preventive" broadcast application of broad-spectrum chemical pesticides in the absence of evidence of active pests. IPM techniques include the following:
1. Accurately identify pest or disease problem before considering treatment;
 2. Explore cultural or mechanical controls (i.e. modification of irrigation, pruning, etc);
 3. Look for biological control options (i.e. predatory insects for pest control, 13t for caterpillar control, etc.);

4. Consider chemical control only if other options fail;
5. Utilize least-toxic and targeted chemical controls;
6. Baits are preferable to broad-spectrum chemical application;
7. Follow instructions on chemical labels exactly; and
8. Perform periodic monitoring for early detection of potential problems.

H. Landscape companies providing maintenance on all common areas and individual landscapes must only use the following fertilizer practices;

1. Fertilization of turf areas shall not be required;
2. In turf areas that are to be fertilized, natural or certified organic fertilizers with less than 4% phosphorus shall be used; and,
3. Fertilizer shall be applied at a rate of 1/2 pound of nitrogen per 1000 square feet, not to exceed a total of one pound of nitrogen per 1000 square feet per year.

I. Homebuilders or property managers must present IPM plans and fertilizer practices that meet the deed restriction requirements to home buyers at the time of closing.

J. As passed by HB 645 in the 2003 Texas Legislative session, the homeowners or property owners association documents (including declaration of covenants, articles of incorporation, bylaws, or any other document of the association which binds Members of the association) shall not restrict the property owner from:

1. implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves or brush, or leaving grass clippings uncollected on grass;
2. installing rain barrels or a rainwater harvesting system; or
3. implementing efficient irrigation systems, including underground drip or other drip systems.

K. The homeowners or property owners association documents (including declaration of covenants, articles of incorporation, bylaws, or any other document of the association which binds Members of the association) shall not require:

1. a defined irrigation schedule specified by the association except if that defined irrigation schedule is mandated by the association's water supplier in order to curtail outdoor water use.
2. maintenance of the landscape to a specified level that requires the property owner to irrigate his or her landscape,
3. installation or maintenance of any specific variety or limited choice of varieties of turf grass.
4. the homeowner to install a minimum percentage of turf in the landscape.

EXHIBIT "B"
WATER CONSERVATION MEASURES
Suggested Guidelines

Homebuilders and Owners shall be encouraged and adopt the following where economically feasible and allowed by federal, state and local law and regulations;

1. No more than fifty (50) percent of the landscape should be planted in turf. Homebuilders and Owners are encouraged to use St. Augustine turf only in shaded areas. Homebuilders and Owners will reuse native soils whenever possible.
2. Shrubs and flowers should be selected from native and adapted plant list approved by the LCRA or Kerr County. The use of invasive plants will be avoided,
3. Include rainwater storage and gutters sized appropriately to catch rainwater from the rooftop.
4. Galvanized metal roofs are encouraged to encourage rainwater storage.
5. Include low water use appliances. This includes not only toilets and showerheads, but also dishwashers and clothes washers.
6. Incorporate treated effluent/rainwater/storm water systems to meet certain irrigation water needs, including common areas.
7. Maintain a minimum of two inches of mulch in all shrub and bed areas.

Return To:

THE HEIGHTS OF KERRVILLE POA ✓
 PO BOX 291697
 KERRVILLE TX 78029
 ATTN: JAMIE WHITE

FILED AND RECORDED
 At 2:20 PM
 STATE OF TEXAS
 COUNTY OF KERR



MAR 30 2010

I hereby certify that this instrument was filed in the file numbered sequence on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kerr County Texas.

[Signature]
 Jamie Packer, Kerr County Clerk

Deputy

004865

VOL. 1801 PAGE 0160

DECLARATION OF TERMINATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
ON THE HEIGHTS OF KERRVILLE

Republic Title of Texas, Inc. - COMMERCIAL
GF # 09244030512 FFS

THE STATE OF TEXAS

§

COUNTY OF KERR

§

§

This DECLARATION OF TERMINATION dated as of August 12, 2010,
executed by **THE HEIGHTS OF KERRVILLE, LLC**, a Texas limited liability company
(hereinafter called "**Declarant**");

WITNESSETH:

Reference is made to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement, Fixture Filing and Financing Statement (as amended and/or modified, if applicable, the "**Deed of Trust**"), dated March 23, 2007, executed by The Heights of Kerrville, LP, as grantor, unto James C. Champion, as trustee, for the benefit of Credit Union Liquidity Services, LLC f/k/a Texans Commercial Capital, LLC, a Texas limited liability company ("**Original Noteholder**"), as beneficiary, recorded in Volume 1593, Page 0152, in the Official Public Records in Kerr County, Texas, covering, among other properties, the real property described on **Exhibit A**, attached hereto and incorporated herein by reference as if fully set forth herein (the "**Heights Property**").

The Heights Property consists of (i) all lands contained in The Heights of Kerrville, a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 125-130, of the Plat Records of Kerr County, Texas, to which and its record reference is here made (the "**Heights Subdivision**"), LESS, SAVE and EXCEPT from the Heights Subdivision, (ii) all those portions thereof hereinafter defined as the "**Other Owner's Lands**."

The Heights Subdivision contains only the Heights Property and those certain lands described on **Exhibit B** which is attached hereto and made a part hereof for all purposes (herein called the "**Other Owner's Lands**").

Subsequent to the recording of the Deed of Trust and without the consent or approval of Original Noteholder as required under the Deed of Trust and the other loan documents pertaining to the note described in the Deed of Trust, that certain Declaration of Covenants, Conditions and Restrictions of The Heights of Kerrville, dated March 26, 2010 (the "**CC&R's**"), was executed by The Heights of Kerrville, LP alone and recorded in Volume 1783, Pages 0102-0140, of the Official Public Records of Kerr County, Texas, purporting to cover and affect all of the Heights Subdivision.

Pursuant to a non-judicial foreclosure sale of the Heights Property held in accordance with the Deed of Trust after the final maturity of the note secured thereby, Robert G. Converse, as Substitute Trustee under the Deed of Trust sold and conveyed the Heights Property to the Declarant, as set forth in that certain Substitute Trustee's Deed and Bill of Sale dated effective

VOL. 1801 PAGE 0161

July 6, 2010 (the "Substitute Trustee's Deed"), executed by the said Robert G. Converse, as Substitute Trustee under the Deed of Trust, filed for record in the Office of the County Clerk of Kerr County, Texas, on July 6, 2010, in Volume 1795, Pages 0772-0818, of the Official Public Records of Kerr County, Texas, to which and its record reference is made for all purposes.

The Substitute Trustee's Deed is expressly made subject to the map or plat of the Heights Subdivision, however, is not made subject to the CC&R's, which were cut off and terminated by the foreclosure of the Deed of Trust.

Subsequent to said foreclosure sale, all of the Other Owner's Lands were conveyed to Declarant, as set forth in that certain Warranty Deed dated AUGUST 5, 2010, executed by Phoenix Summit Ltd., as grantor, to the Declarant, as grantee, filed for record in the Office of the County Clerk of Kerr County, Texas, on August 12 2010, under sequence number 004836 for recording in the Official Public Records of Kerr County, Texas to which and its record reference is made for all purposes.

NOW, THEREFORE, the Declarant, being the owner of all lands contained in the Heights Subdivision, hereby does declare that the CC&R's were terminated and are no longer valid or subsisting or in force or effect and will not be enforced in any manner or for any purposes whatsoever against any lands to which the same may have applied heretofore, all as fully and for all purposes as if the CC&R's had never been executed and recorded. Nothing herein shall be deemed or construed to alter, affect, diminish or impair any covenant, condition, restriction, easement or other matter set forth on said map or plat of the Heights Subdivision.

EXECUTED by Declarant as of the date state in the first paragraph of this Declaration.

TF-HEIGHTS OF KERRVILLE, LLC

By: Credit Union Liquidity Services, LLC,
a Texas limited liability company,
Its Sole Member

By: Mary Morgan
Name: Mary Morgan
Title: PRESIDENT

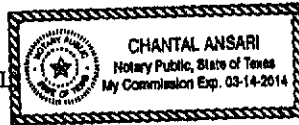
THE STATE OF TEXAS

COUNTY OF DALLAS

VOL. 1801 PAGE 0162

This instrument was acknowledged before me this 11th day of AUGUST, 2010, by MARK MORGANFIELD, PRESIDENT of Credit Union Liquidity Services, LLC, a Texas limited liability company, in its capacity as the sole member of TF-HEIGHTS OF KERRVILLE, LLC, a Texas limited liability company, on behalf of said Texas limited liability company.

(SEAL)



Chantal Ansari
NOTARY PUBLIC, STATE OF TEXAS

CHANTAL ANSARI
Print Notary's Name

VOL. 1801 PAGE 0163

VOL. 1795 PAGE 0777

Legal Description

Trust 1 (SD) + some trust:

29. As has already been stated of land, tilling and being situated in the County of Henry State of Virginia containing 261.2 acres more or less being approximately 261.2 acres and of which the following are the owners: James M. Linn, Esquire, land, Abstract No. 222, Patent by Lewis Mass, dated November 20, 1866, by the State of Virginia, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531,

RECORDED at a 100' town stake found marking the north corner of Lot No. 1, Block C, of Village City, Madison, Wis., according to plat recorded in Volume 6, of page 240, of the First Wisconsin State Chancery Record, and to plat recorded here No. 1 of said Village City recorded in Volume 6, of page 240, and being in the southeast corner of that 1-16 acre tract, which was returned to John W. Jones, before mentioned in this 100' survey, being the approximate north line of said 1-16 acre tract, being in the approximate southeast line of original Survey No. 124, Township 10 North, Range 10 East, 1st 35'.

[illegible]

THENCE with a south line of said 162.55 acre West land, a distance of 2.50-30' to a distance of 2.0 feet to a fence corner post, (W/4) cont. to a fence corner the south corner Survey No. 1624 in east corner of Survey No. 124

EXHIBIT A
PAGE 1 OF 7

VOL 1795 PAGE 0778

[illegible]

EXHIBIT A
PAGE 2 OF 7

VOL. 1801 PAGE 0166

VOL. 1795 PAGE 0780

[illegible][illegible][illegible]

EXHIBIT A
PAGE 4 OF 7

VOL. 1801 PAGE 0167

VOL 1795 PAGE 0781

THENCE with a southeast line of said 125.7831 acre Warrant tract, the northwest line of said 4.35 acre Parcel tract, a direction of S.64°54'12"W, for a distance of 366.43 feet (said 125.7831-8.45-27.75, 362.107) (said 37.0113- N.45°22'12"E, 100.00) to a 10" iron stake found at a fence corner post, (said 125.7113- 125 feet stake is old stake) (said 240.7131- measured corner) making a north corner of said 24.500 acre tract which was surveyed from William F. Warrick, et al., to Jack L. Reynolds, by deed of record in Volume 945, at page 151, of the Real Records of Kerr County, Texas, which was subsequently conveyed to William H. Doolin, by deed recorded in Volume 945, page 228, of the Real Property Records of Kerr County, Texas;

THENCE with the northwest line of said 24.500 acre Parcel tract, along a fence line, a direction of S.45°40'30"W, for a distance of 346.83 feet (said 240.7131- 100.00, over & above 125.7831 acre tract, 100.00) to a 10" iron stake found at a fence corner post, (said 125.7113- measured corner) to make the west corner of said 24.500 acre Parcel tract, the great corner, west, corner of said tract, being in a southwest line of said 125.7831 acre Warrant tract, the northwest line of William F. Warrick, et al., according to plat dated 22 May 1940, recorded in Volume 945, at page 151, of the Real Records of Kerr County, Texas;

THENCE with a southeast line of said 125.7831 acre Warrant tract, the northwest line of said William F. Warrick, et al., and northwest line of William F. Warrick, et al., according to plat dated 22 May 1940, recorded in Volume 945, at page 151, of the Real Records of Kerr County, Texas, partly along the fence and partly along the line of said 24.500 acre Parcel tract, a direction of N.45°22'12"E, for a distance of 100.00 feet (said 125.7113- 125 feet stake is old stake) (said 240.7131- measured corner) to make the west corner of said 24.500 acre Parcel tract, the great corner, west, corner of said tract, being in a southwest line of said 125.7831 acre Warrant tract, the northwest line of William F. Warrick, et al., according to plat dated 22 May 1940, recorded in Volume 945, at page 151, of the Real Property Records of Kerr County, Texas;

THENCE with the northwest line of said 24.500 acre Parcel tract, along the northwest line of an old fence line, a direction of S.45°40'30"W, for a distance of 346.83 feet (said 240.7131- 100.00, over & above 125.7831 acre tract, 100.00) to a 10" iron stake found at a fence corner post, (said 125.7113- 125 feet stake is old stake) (said 240.7131- measured corner) to make the west corner of said 24.500 acre Parcel tract, the great corner, west, corner of said tract, being in a southwest line of said 125.7831 acre Warrant tract, the northwest line of William F. Warrick, et al., according to plat dated 22 May 1940, recorded in Volume 945, at page 151, of the Real Property Records of Kerr County, Texas;

THENCE with a southeast line of said Warrant tract recorded in Volume 945, page 157, the northwest line of said 24.500 acre Parcel tract, the approximately southeast line of said original Survey No. 294, partly along the fence and partly along the line of said 24.500 acre Parcel tract, a direction of N.45°22'12"E, for a distance of 100.00 feet (said 125.7113- 125 feet stake is old stake) (said 240.7131- measured corner) to make the west corner of said 24.500 acre Parcel tract, the great corner, west, corner of said tract, being in a southwest line of said 125.7831 acre Warrant tract, the northwest line of William F. Warrick, et al., according to plat dated 22 May 1940, recorded in Volume 945, at page 151, of the Real Records of Kerr County, Texas;

THENCE with a northwest line of said Warrant tract recorded in Volume 945, page 157, the southeast line of said 24.500 acre Parcel tract, the approximately southeast line of said original Survey No. 294, partly along the fence and partly along the line of said 24.500 acre Parcel tract, a direction of N.45°22'12"E, for a distance of 100.00 feet (said 125.7113- 125 feet stake is old stake) (said 240.7131- measured corner) to make the west corner of said 24.500 acre Parcel tract, the great corner, west, corner of said tract, being in a southwest line of said 125.7831 acre Warrant tract, the northwest line of William F. Warrick, et al., according to plat dated 22 May 1940, recorded in Volume 945, at page 151, of the Real Records of Kerr County, Texas;

EXHIBIT A
PAGE 5 OF 7

VOL. 1801 PAGE 0168

VOL. 1795 PAGE 0782

THENCE with a southeast line of said Wood tract recorded in Volume 15, page 307, the southeast line of said Lot No. 24, and Lot No. 27, of The Heights, along at the same a distance of 8.45° 00' 00" W., for a distance of 153.00 feet to a 1/2" iron stake found marking the west corner of said Lot No. 27, being the south corner of a 20' lot with only between lot, marked thereby as said parcel of the The Heights, and continuing with said southeast line of said Wood tract recorded in Volume 15, page 307, the south line said 20' lot with only, and north line of Lot No. 13 George No. 28, of said The Heights, a distance of 8.45° 00' 00" W., for a distance of 153.00 feet (said 153.00 feet 8.45° 00' 00" W. line used to a 1/2" iron stake with cap marked December 1773 as to mark the west, westerly south corner of subject tract, located a distance of 8.45° 00' 00" W., for a distance of 8.45° 00' 00" W., from a 1/2" iron stake found marking the west corner of said 20' lot which was surveyed from John M. Wood, White Springs, Wood, etc., to James B. Hartman, by deed dated 18th December, 1894, of record in Volume 181, at page 351, of the Real Property Records of this County, Texas;

THENCE with the southeast line of said 20' lot Hartman tract, a distance of N.45° 00' 00" W., for a distance of 153.00 feet (said 153.00 feet 8.45° 00' 00" W. line used to a 1/2" iron stake found marking corner and continuing a distance of N.45° 00' 00" W., for a distance of 153.00 feet (said 153.00 feet 8.45° 00' 00" W. line used to a 1/2" iron stake found marking the southeast corner of said 20' lot Hartman tract, a southeast corner of subject tract;

THENCE with the north line of said 20' lot Hartman tract, a distance of N.15° 00' 00" W., for a distance of 207.30 feet (said 207.30 feet 8.45° 00' 00" W. line used to a 1/2" iron stake found marking corner and continuing a distance of N.15° 00' 00" W., for a distance of 207.30 feet (said 207.30 feet 8.45° 00' 00" W. line used to a 1/2" iron stake found marking the west, westerly corner of said 20' lot Hartman tract, being in the northeast line of Lot No. 1, Block 7, of said Village One, Section Two;

THENCE with the northeast line of said Lot No. 1, Block 7, the southeast line of Lot No. 1 through No. 2, of said Village One, Section Two, a distance of N.15° 00' 00" W., for a distance of 207.30 feet (said 207.30 feet 8.45° 00' 00" W. line used to a 1/2" iron stake found marking corner and continuing a distance of N.15° 00' 00" W., for a distance of 207.30 feet (said 207.30 feet 8.45° 00' 00" W. line used to a 1/2" iron stake found marking the north corner of said Lot No. 1, Block 7, of Village One, Section Two, being in a northeast line of said Western Dunes of said Village One, Section Two;

THENCE with said northeast line of Western Dunes, a distance of N.45° 00' 00" W., for a distance of 153.00 feet (said 153.00 feet 8.45° 00' 00" W. line used to a 1/2" iron stake found marking west corner of the said of said Western Dunes;

THENCE with the southeast line of or the end of said Western Dunes, a distance of N.45° 00' 00" W., for a distance of 153.00 feet (said 153.00 feet 8.45° 00' 00" W. line used to a 1/2" iron stake found marking the south corner of said Western Dunes, the east corner of said Lot No. 1, Block 8, of said Village One, Section Two, and continuing with the southeast line of said Lot No. 1, Block 8, a distance of N.45° 00' 00" W., for a distance of 153.00 feet (said 153.00 feet 8.45° 00' 00" W. line used to the place of beginning.

EXHIBIT A

PAGE 10 OF 7

VOL. 1801 PAGE 0170

Exhibit B

All of Lot 61 of The Heights of Kerrville, a subdivision in Kerr County, Texas, of record in Volume 8, Pages 125-130 of the Plat Records of Kerr County, Texas

VOL. 1801 PAGE 0171

EXHIBIT B

FIELD NOTES FOR A 4.732 ACRE TRACT OF LAND

Being a 4.732 acre tract of land out of the Florentine Lara Survey No. 123, Abstract No. 225, Kerr County, Texas, said 4.732 acre tract also being a portion of that certain 25.08 acre tract recorded in Volume 1593, Pages 95-98, Official Public Records, Kerr County, Texas, said 4.732 acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a $\frac{1}{2}$ " iron rod set with red "Matkin-Hoover Eng." plastic cap in a northwest line of the above referenced 25.08 acre tract, a southeast line of that certain 301.4 acre tract recorded in Volume 1591, Pages 247-261, Official Public Records, Kerr County, Texas and being the westernmost corner of the herein described tract, said point bears North 70 degrees 13 minutes 41 seconds East, a distance of 390.41 feet from a $\frac{1}{2}$ " iron rod found at the westernmost corner of said 25.08 acre tract;

Thence, with a northwest line of said 25.08 acre tract, a southeast line of said 301.4 acre tract, North 70 degrees 13 minutes 41 seconds East, a distance of 66.83 feet to a $\frac{1}{4}$ " iron rod found at an angle of said 25.08 acre tract, an angle of said 301.4 acre tract;

Thence, with multiple northeast lines of said 25.08 acre tract and multiple southwest lines of said 301.4 acre tract, the following three (3) courses and distances:

South 72 degrees 38 minutes 49 seconds East, a distance of 207.36 feet to a $\frac{1}{2}$ " iron rod found for angle;

South 26 degrees 46 minutes 46 seconds East, a distance of 133.18 feet to a $\frac{1}{2}$ " iron rod found for angle;

and South 44 degrees 56 minutes 33 seconds East, a distance of 621.83 feet to a $\frac{1}{2}$ " iron rod set with a red "Matkin-Hoover Eng." plastic cap for the easternmost corner of the herein described tract;

Thence, departing a southwest line of said 301.4 acre tract, severing said 25.08 acre tract, the following four (4) courses and distances:

South 49 degrees 56 minutes 55 seconds West, a distance of 67.55 feet to a $\frac{1}{2}$ " iron rod set with a red "Matkin-Hoover Eng." plastic cap for angle;

South 35 degrees 48 minutes 21 seconds West, a distance of 165.17 feet to a $\frac{1}{2}$ " iron rod set with a red "Matkin-Hoover Eng." plastic cap for the southernmost corner of the herein described tract;

North 45 degrees 07 minutes 13 seconds West, a distance of 700.23 feet to a $\frac{1}{2}$ " iron rod set with a red "Matkin-Hoover Eng." plastic cap for angle;

and North 22 degrees 18 minutes 44 seconds West, a distance of 304.39 feet to the Point of Beginning containing 4.732 acres.

VOL. 1801 PAGE 0172

EXHIBIT B

FIELD NOTES FOR A 0.049 ACRE TRACT OF LAND

Being a 0.049 acre tract of land out of the Florentine Lara Survey No. 123, Abstract No. 225, Kerr County, Texas, said 0.049 acre tract also being a portion-of-that-certain 25.08 acre tract recorded in Volume 1593, Pages 95-98, Official Public Records, Kerr County, Texas, said 0.049 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod found for the easternmost corner of the herein described tract, the easternmost corner of the above referenced 25.08 acre tract, a south corner of that certain 301.4 acre tract recorded in Volume 1591, Pages 247-261, Official Public Records, Kerr County, Texas, said point being in the northwest line of Lot 13, Block 6, The Highlands recorded in Volume 2, Page 8, Plat Records, Kerr County, Texas and bears South 45 degrees 14 minutes 18 seconds West, a distance of 629.05 feet from a ½" iron rod found at an angle of said 301.4 acre tract, the west corner of Lot 37, Block 6;

Thence, with a southeast line of said 25.08 acre tract, the northwest line of said Lot 13, Block 6, South 45 degrees 12 minutes 45 seconds West, a distance of 14.05 feet to a ½" iron rod set with a red "Matkin-Hoover Eng." plastic cap for the southernmost corner of the herein described tract, said point bears North 45 degrees 12 minutes 45 seconds East, a distance of 656.76 feet from a ½" iron rod found at the south corner of said 25.08 acre tract;

Thence, departing the northwest line of said Lot 13, Block 6, severing said 25.08 acre tract, the following two (2) courses and distances:

North 44 degrees 53 minutes 09 seconds West, a distance of 152.23 feet to a ½" iron rod set with a red "Matkin-Hoover Eng." plastic cap for the westernmost corner of the herein described tract;

and North 45 degrees 06 minutes 41 seconds East, a distance of 13.90 feet to a ½" iron rod set with a red "Matkin-Hoover Eng." plastic cap in a northeast line of said 25.08 acre tract, a southwest line of said 301.4 acre tract, said point also being the northernmost corner of the herein described tract;

Thence, with a northeast line of said 25.08 acre tract, a southwest line of said 301.4 acre tract, South 44 degrees 56 minutes 33 seconds East, a distance of 152.25 feet to the Point of Beginning containing 0.049 acres.

VOL. 1801 PAGE 0173

RECORDERS NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.



FILED AND RECORDED
AT 10:55 O'CLOCK AM
STATE OF TEXAS
COUNTY OF KERR

Aug 16, 2010

I hereby certify that this document was filed in the file numbered sequence
on the date and time stamped hereon by me and was duly recorded in the
Official Public Records of Kerr County, Texas
Jannett Pieper, Kerr County Clerk

By *Ana Keller*

Deputy

TERMINATION OF COVENANTS AFFIDAVIT

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR *

BEFORE ME, the undersigned, a Notary public in and for said County, State of Texas, on this day personally appeared RIC SMITH, to me well known, and who, after being by me duly sworn, deposes and says that:

"My name is Ric Smith and I am Chief OREO Manager of Credit Union Liquidity Services, LLC, a Texas limited liability company, sole member of both TF-HARTMAN, LLC, a Texas limited liability company ("TF-Hartman") and TF-HEIGHTS OF KERRVILLE, LLC, a Texas limited liability company ("TF-Heights"; TF-Hartman and TF-Heights sometimes collectively referred to herein as "Companies").

This affidavit is made with respect to those certain covenants, conditions and restrictions recorded in Volume 1742, Page 649, Official Public Records of Kerr County, Texas and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or not recorded, if any, currently due or payable or that will become due or payable, and any other rights deriving therefrom that are assessed pursuant thereto (the "Covenants").

The Covenants affect the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

I have personal knowledge of the statements of fact made herein, which are true and correct.

Neither of the Companies ever approved or consented to the Covenants which were placed on the Property after the filing of the following described deed of trust in favor of TF-Hartman:

Deed of Trust dated March 23, 2007, from Phoenix Summit, Ltd., to James C. Champion, Trustee, securing Texas Commercial Capital, LLC, nka Credit Union Liquidity Services, LLC in the payment of a note of even date thereof in the principal sum of \$450,000.00, recorded in Volume 1593, Page 99, Real Property Records of Kerr County, Texas. Assigned to TF-Heights of Kerrville, LLC by Assignment and Transfer of Lien dated October 5, 2010, recorded in Volume 1809, Page 26, Real Property Records of Kerr County, Texas.

Also, neither of the Companies ever approved or consented to the Covenants which were placed on the Property after the filing of the following described deed of trust in favor of TF-Heights:

Deed of Trust dated March 23, 2007, from The Heights of Kerrville, LP, a Delaware limited partnership, to James C. Champion, Trustee, securing Texas Commercial Capital, LLC, nka Credit Union Liquidity Services, LLC in the payment of a note of even date thereof in the principal sum of \$4,700,000.00, recorded in Volume 1593, Page 152, Real Property Records of Kerr County, Texas. Assigned to TF-Heights of Kerrville, LLC by Assignment and

Transfer of Lien dated July 6, 2010, recorded in Volume 1795, Page 760, Real Property Records of Kerr County, Texas.

By virtue of the foreclosures of both said prior deeds of trust, the Covenants do not encumber the Property, and both TF-Hartman and TF-Heights release any rights to any future transfer fees arising out of the Covenants."

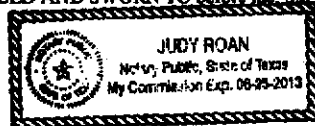
FURTHER AFFIANT SAITH NOT.


Executed this 21st day of October, 2011.


RIC SMITH

STATE OF TEXAS
COUNTY OF Dallas

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on October 21, 2011, by Ric Smith.




Notary Public, State of Texas

AFTER RECORDING RETURN TO :

✓ Republic Title of Texas, Inc.
420 Throckmorton
Suite 640
Fort Worth, TX 76102

Exhibit "A"
(Two Tracts)

Tract I of II - 301.4 Acres, Wenzel, Kerr County, Texas

All that certain tract or parcel of land, lying and being situated in the County of Kerr; State of Texas; comprising 301.4 acres, more or less; being approximately 207.1 acres out of original Survey No. 123, Florentine Lara, Abstract No. 225, Patent by Lewis Nath, dated November 29, 1848; and approximately 94.3 acres out of original Survey No. 1862, J. D. Leavell, Abstract No. 1435, Patent to S. R. Whitworth, dated October 17, 1904, Patent No. 64, Volume 26; subject tract is part of that 460 acre tract which was conveyed from Mrs. Elizabeth Ann Marks and husband, Norman L. Marks, to Walter A. Wenzel, by deed dated 5th October, 1948, of record in Volume 85, page 107, of the Deed Records of Kerr County, Texas; which tract was previously conveyed from W. C. Fawcett, et. ux., to Elizabeth Ann Marks by deed of record in Volume 79, page 328, Deed Records of Kerr County, Texas; and being part of that 129.7631 acre tract which was conveyed from Hazel Evertson, to Walter A. Wenzel, by deed dated 5th October 1971, of record in Volume 152, at page 118, of the Deed Records of Kerr County, Texas; which tract is part of that 159 acre tract which was conveyed from E. C. Fisk, to G. L. Richeson and C. V. Berryman, by deed dated April 29, 1942, of record in Volume 69, page 413, 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 1/2" iron stake found marking the north corner of Lot No. 1, Block 6, of Village Glen, Section Two, according to plat recorded in Volume 6, at page 240, of the Plat Records of Kerr County, Texas, being in the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, also being in the southeast fence line of that 8.0 acre tract which was conveyed to Robin L. Jones, being indicated as Tax ID R15604, being the approximate northwest line of said original Survey No. 123, the approximate southeast line of original Survey No. 124, Francisco Martinez, Abstract No. 247;

THENCE with the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, the southeast fence line of said 8.0 acre Jones tract, and the southeast fence line of that 11.0 acre tract which was conveyed to Barbara Livengood, by deed of record in Volume 937, at page 336, of the Real Property Records of Kerr County, Texas, being the approximate northwest line of said original Survey No. 123, the approximate southeast line of said original Survey No. 124, along an old fence line, a direction of N.44°42'12"E., for a distance of 963.62 feet a 1/2" iron stake found marking the east corner of said 11.0 acre Livengood tract, for the south corner of that 12.3 acre tract which was conveyed to Thomas L. Terrell & Pamela A. Terrell, by deed, of record in Volume 829, at page 623, of the Real Property Records of Kerr County, Texas, and continuing with the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, the southeast fence line of said 12.3 acre Terrell tract, a direction of N.44°50'33"E., for a distance of 729.55 feet [deed 829/623- with Wenzel S.45°12'W. with old fence 729.48'] to a 5/8" iron stake [deed 829/623- 5/8" iron stake set in old fence] found marking the east corner of said 12.3 acre Terrell tract, being in a southwest line of that 162.99 acre tract which was conveyed from C. G. Abbott, et.ux, to Thomas W. Wren & wife Sylvia Wren, by deed dated 24th August 1962, of record in Volume 113, at page 214, of the Deed Records of Kerr County, Texas, [deed 829/623- states that its east corner is 8.22 feet, N.60°18'W. from a fence corner post, called to be the occupied east corner of Survey No. 124];

THENCE with a south line of said 162.99 acre Wren tract, a direction of S.59°38'E., for a distance of 8.0 feet to a fence corner post, [Wren deed- to a fence corner the south corner Survey

No. 1861 & east corner of Survey No. 124]

THENCE continuing with the northwest line of said Wenzel tract recorded in Volume 85, page 107, a southeast line of said 162.99 acre Wren tract, being the approximate northwest line of said original Survey No. 123, an approximate southeast line of original Survey No. 1861, M. K. & T. E. R. R., Abstract No. 1242, being along an old fence line, a direction of N.44°47'43"E., for a distance of 1570.0 feet [deed 113/214- with fence S.45°W. 569.0 varas (1580.6')] [deed 85/107 total- N.45°E. 2473 varas] to a fence corner post, a corner of said 162.99 acre Wren tract,

THENCE continuing with the northwest line of said Wenzel tract recorded in Volume 85, page 107, being the approximate northwest line of said original Survey No. 123, an approximate southeast line of said original Survey No. 1861, not along a fence, the southeast line of a 0.39 acre tract part of said Survey No. 186, fenced into Wenzel property, a direction of N.44°47'43"E., for a distance of 388.44 feet to the north corner of said Wenzel tract recorded in Volume 85, page 107, [deed 85/107- to the north corner of Survey No. 123, at fence] being in a southwest line of that 61.38 acre tract which was conveyed from Elaine H. Byrd, to Charles P. Johnson & Marilyn Johnson, by deed of record in Volume 804, at page 238, of the Real Property Records of Kerr County, Texas, which tract is stated to be part of that 69.423 acre tract which was conveyed from C. V. Berryman, et.ux., to Elaine H. Byrd, by deed dated 9th July, 1970, of record in Volume 144, at page 498, of the Deed Records of Kerr County, Texas, being located a distance of 81.61 feet, a direction of S.44°52'03"E., from a 1/2" iron stake at a fence corner post, found marking the west corner of said 61.38 acre Johnson tract, being a corner in said southeast line of said 162.99 acre Wren tract, and also being located a distance of 310.08 feet, a direction of N.55°22'E., from a 1/2" iron stake found marking the west corner of that 14.01 acre tract which was conveyed to Charles P. Johnson & Marilyn Johnson, by Quitclaim Deed of record in Volume 804, page 236, of the Real Property Records of Kerr County, Texas, which the surveyor of said Quitclaim Deed states the iron stake was set for the most westerly corner 69.423 acre tract, the common northwesterly corner Survey No. 123, and Survey No. 1862;

THENCE with the northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, along the occupied northeast line of said original Survey No. 123, a southwest line of said original Survey No. 1862, J. D. Leavell, along a high new fence line, a direction of S.44°52'37"E., for a distance of 1326.49 feet [deed 85/107 total- S.45°E. 950 varas (2639')] [deed 804/238- with fence, upon over and across 69.423 acres S.44°51'E. 1926.52'] to a fence corner post;

THENCE with a high new fence a direction of S.20°48'52"E., for a distance of 33.99 feet to a fence corner post, continuing a direction of S.10°28'49"E., for a distance of 94.87 feet to a fence corner post, continuing a direction of S.29°25'13"E., for a distance of 63.99 feet to a fence corner post, continuing a direction of N.88°30'57"E., for a distance of 104.21 feet to a fence corner post, and continuing a direction of S.59°50'05"E., for a distance of 34.25 feet to a fence corner post, in said northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract;

THENCE with said northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, along a high new fence line, a direction of S.44°48'17"E., for a distance of 242.45 feet [deed 85/107 total- S.45°E. 950 varas (2639')] [deed 804/238- with fence, upon over and across 69.423 acres S.44°51'E. 1926.52'] to a fence corner post, the northwest corner of said 129.7631 acre Wenzel tract, [deed 152/118- to a fence corner] and the southwest corner of said 61.38 acre Johnson tract, [deed 804/238- corner post marked with an iron stake] and said corner is located a distance of 802.31 feet, a direction of N. 45°35'42"W. [deed 152/118- with northeast line Survey No. 123- N.44°26'W. 792.35'], from a

fence corner post, which appears to be the same corner stated in deed Volume 85, page 107, as being "the east corner of No. 123, at fence corner" and stated in deed Volume 152, page 118, "fence corner, the East Corner of Survey No. 123" said property corner fence corner is also located a distance of 295.3 feet, a direction of N.59°13'E., from found stake pulled but rocks holding it up are still existing, [which said Quitclaim Deed 804/236 states "to an iron stake set for the most southerly corner of 69.423 acre tract in the common line between Survey No. 1862, and Survey No. 123"];

THENCE with the most northerly north line of said 129.7631 acre Wenzel tract, the south line of said 61.38 acre Johnson tract, along a high new fence line, a direction of N.78°53'27"E., for a distance of 838.22 feet [deed 152/118- with fence line N.79°12'E. 841.50'] [deed 804/238- with fence, upon over and across 69.423 acres N.78°56'E. 837.71'] [deed 69/413- N.75°E. 360 varas (1000')] to fence corner post, the most northerly northeast corner of said 129.7631 acre Wenzel tract, the southeast corner of said 61.38 acre Johnson tract, [deed 804/238- fence corner in the northeast line of 69.423 acre tract] [deed 152/118- to a fence corner in an old fence line in the Southwest Line of Survey No. 627, H. W. Johnson] said corner being in the west line of that 8.52 acre tract which was conveyed to Robert Nickel, by deed of record in Volume 470, at page 18, of the Real Property Records of Kerr County, Texas, and being located a distance of 24.8 feet, a direction of N.15°32'W. from a 1/2" iron stake found [marking corner which said Quitclaim Deed 804/236 states "iron stake set for southeast corner of 69.423 acre tract"] (this corner appears to have been established by using the deed distance of 80 varas from the south corner of original Survey No. 627)

THENCE with an east line of said 129.7631 acre Wenzel tract, the west line of said 8.52 acre Nickel tract, along an old fence line, and along the west line of said original Survey No. 627, H. W. Johnson, Abstract No. 779, Patent to H. W. Johnson, dated April 4, 1881, a direction of S.13°43'48"E., for a distance of 274.56 feet [deed 152/118- S.13°30'E. 275.20] [deed 69/413- N.15°E. 90 varas] to a 1/2" iron stake [deed 152/118- south corner Survey No. 627 reentrant corner of Survey No. 1862] found marking a reentrant corner of said 129.7631 acre Wenzel tract, the south corner of said 8.52 acre Nickel tract;

THENCE with a north line of said 129.7631 acre Wenzel tract, a south line of said 8.52 acre Nickel tract, along an old fence line, and along the south line of said original Survey No. 627, H. W. Johnson, [deed 152/118- with line Survey 627] a direction of N.75°04'03"E., for a distance of 156.15 feet [deed 152/118- N.75°05'E. 155.93'] to a fence corner post marking a northeast corner of said 129.7631 acre Wenzel tract, being the northwest corner of that 5.391 acre & 1 acre tracts which were conveyed to Kerrville Bible Church, by deed of record in Volume 1275, at page 579, of the Real Property Records of Kerr County, Texas, which tract is part of that tract which was conveyed from E. C. Fisk, to Fritz Radeloff, by deed of record in Volume 67, at page 75, of the Deed Records of Kerr County, Texas;

THENCE with a northeast line of said 129.7631 acre Wenzel tract, the southwest line of said Kerrville Bible Church tract, the southwest line of said tract conveyed to Fritz Radeloff, along an old fence line, a direction of S.36°04'21"E., for a distance of 563.54 feet [deed 152/118- S.35°56'E. 565.80'] [deed 67/75- N.35°E. 210 varas] to a 1/2" iron stake found marking the southwest corner of said Kerrville Bible Church tract, and the southwest corner of said tract conveyed to Fritz Radeloff, for the northwest corner of that 3.71 acre tract which was conveyed to Kroneal, Inc., by deed of record in Volume 1394, at page 929, of the Real Property Records of Kerr County, Texas, which tract is part of that tract which was conveyed from E. C. Fisk to James T. West, by deed of record in Volume 81, at page 614, of the Deed Records of Kerr County, Texas;

THENCE with an east line of said 129.7631 acre Wenzel tract, a west line of said 3.71 acre Kroneal tract, along a cable fence line, a direction of S.9°21'32"E., for a distance of 115.20 feet [deed 152/118- S.7°22'E. 93.60'] to a metal fence corner post marking corner, continuing a direction of S.6°10'55"E., for a distance of 72.96 feet [deed 152/118- S.6°47'E. 80.79'] to a metal fence corner post marking corner, continuing a direction of S.1°51'44"E., for a distance of 63.39 feet [deed 152/118- S.3°01'E. 76.18] [deed 81/614- N.8°55'W. 226.8'] to a metal fence corner post marking corner, continuing a direction of S.13°19'03"W., at a distance of 84.3 feet [deed 81/614- N.13°45'W. 105.5'] to a fence corner post the southwest corner of said 3.71 acre Kroneal tract, for the northwest corner of that tract which was conveyed from Robert Louis McShan, to Clarence Hunter McShan, by deed of record in Volume 174, at page 718, of the Deed Records of Kerr County, Texas, which was subsequently conveyed to Mrs. Josefa McShan, continuing with a west line of said McShan tract, along an old fence line, a total distance of 342.35 feet [deed 152/118- S.14°05'W. 334.21'] [deed 174/718- with existing old fence S.12°46'W. 252'] to a Cedar fence corner post marking corner, continuing a direction of S.14°41'04"E., for a distance of 317.47 feet [deed 152/118- S.14°19'E. 326.53'] [deed 174/718- S.15°38'E. 324.5'] to a 1/2" iron stake at a fence corner post, found marking corner, continuing a direction of S.32°48'04"E., for a distance of 106.50 feet [deed 174/718- with existing old fence S.33°45'E. 106.5'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark corner, continuing not along fence which has been removed, a direction of S.33°11'04"E., for a distance of 181.00 feet [deed 152/118- S.32°31'E. 279.21'] [deed 174/718- with existing old fence S.34°08'E. 181'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark corner, and continuing not along fence, a direction of S.35°19'04"E., for a distance of 200.00 feet [deed 152/118- S.33°22'E. 208.55'] [deed 174/718- with existing old fence S.36°16'E. 200'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark the southwest corner of said McShan tract, being a reentrant corner of said 129.7631 acre Wenzel tract;

THENCE with a north line of said 129.7631 acre Wenzel tract, a south line of said McShan tract, not along a fence, a direction of N.70°37'00"E., for a distance of 74.46 feet [deed 152/118- N.68°12'E. 79.70'] [deed 174/718- continuing with existing old fence N.69°40'E. 80'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark corner, and continuing a direction of N.89°03'00"E., at a distance of 30.6 feet to a 1" square steel stake found, which appears to be on the property line, continuing a total distance of 38.64 feet [deed 152/118- N.85°04'E. 31.38'] [deed 174/718 total - East 53.8'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark where said south line of said McShan tract intersects a west line of 120 foot wide State F. M. Highway No. 783, Harper Road, being the west line of that 0.124 acre tract which was conveyed from B. D. Powell, to State of Texas, by deed of record in Volume 125, at page 638, of the Deed Records of Kerr County, Texas, said intersection is located 60 feet right and normal from engineers centerline station 210+85.9 [State right of way indicates 60' right from station 210+86.0] and located a distance of 1760.08 feet, a direction of N.80°02'30"E. from the radius point of the curve of said highway right of way;

THENCE with along the arc of said circular curve to the left (counter-clockwise), having a radius of 1970.08 feet, the long chord bears a direction of S.10°37'04"E., a distance of 45.34 feet, for a distance along said curve of 45.34 feet to the end of curve; [deed 152/118- S.13°47'E. 53.82'] to a 1/2" iron stake with cap marked Domingues 1713, in the bottom of a draw, set to mark an east corner of said 129.7631 acre Wenzel tract, the north corner of that 4.33 acre tract which was conveyed to Lorene & Tiffany Powell, by deed of record in Volume 857, at page 119, of the Real Property Records of Kerr County, Texas, the corner is located a distance of 56.45 feet, a direction of N.12°43'25"W., from a concrete right of way marker on said highway right of way line;

THENCE with a southeast line of said 129.7631 acre Wenzel tract, the northwest line of said

4.33 acre Powell tract, a direction of S.44°54'42"W., for a distance of 968.43 feet [deed 152/118- S.45°12'W. 965.46'] [deed 857/119- N.43°52'E. 1006'] to a 1/2" iron stake found at a fence corner post, [deed 152/118- 1/2 iron stake at old stake] [deed 246/131- unmarked corner] marking a north corner of that 34.06 acre tract which was conveyed from Walton J. Wenzel, et.al., to Jack L. Reynolds, by deed of record in Volume 246, at page 131, of the Deed Records of Kerr County, Texas, which was subsequently conveyed to William R. Renfro, by deed recorded in Volume 945, page 230, of the Real Property Records of Kerr County, Texas;

THENCE with the northwest line of said 34.06 acre Renfro tract, along a recent fence line, a direction of S.45°09'16"W., for a distance of 846.60 feet [deed 246/131- upon, over & across 129.7631 acre tract N.45°12'E. 847.69'] a 1/2" iron stake with cap marked Domingues 1713 set at a fence corner post, [deed 246/131- unmarked corner] to mark the west corner of said 34.06 acre Renfro tract, the most easterly south corner of subject tract, being in a southwest line of said 129.7631 acre Wenzel tract, the northeast line of Hilltop Village Subdivision according to plat dated 22 May 1970, recorded in Volume 3, at page 54, of the Plat Records of Kerr County, Texas;

THENCE with a southwest line of said 129.7631 acre Wenzel tract, the northwest line of said Hilltop Village Subdivision, and northwest line of Hilltop Village Subdivision according to plat dated 18 March 1963, recorded in Volume 3, at page 31, of the Plat Records of Kerr County, Texas; partly along old fence and partly along chain link fence, a direction of N.45°26'37"W., for a distance of 1002.94 feet [deed 152/118 total- with old fence line - N.44°34'W. 1201.70'] [deed 69/413 total- N.45°W. 701 varas (1947')] to a chain link fence corner post, [deed 152/118 1/2" iron stake set at base fence corner] [deed 943/723- chain link fence corner in concrete] the north corner of said Hilltop Village Subdivision, and the surveyed and described east corner of that 7.3 acre tract which was conveyed to Copper Love, by deed of record in Volume 943, page 723, of the Real Property Records of Kerr County, Texas;

THENCE with the northeast line of said 7.3 acre Love tract, along the remains of an old fence line, a direction of N.46°04'56"W., for a distance of 739.90 feet [deed 152/118- with fence line.- S.45°12'W. 22.40' to a 1/2" iron stake set at base of fence corner] and [deed 152/118- with new fence- N.44°31'W. 745.21'] [deed 943/723- along fence S.46°01'E. 740.00'] [deed 69/413 total- N.45°W. 701 varas (1947')] to a 1/2" iron stake found at a fence corner post, [deed 152/118- 1/2" iron stake at new and old fence line] [deed 943/723- 1/2" iron stake at a 3 way fence corner] marking the most westerly west corner of said 129.7631 acre Wenzel tract, for the north corner of said 7.3 acre Love tract, being in the southeast line of said Wenzel tract recorded in Volume 85, page 107, the approximate southeast line of said original Survey No. 123, the approximate northwest line of original Survey No. 295, Killer, Abstract No. 1996;

THENCE with a southeast line of said Wenzel tract recorded in Volume 85, page 107, the northwest line of said 7.3 acre Love tract, the approximate southeast line of said original Survey No. 123, the approximate northwest line of said original Survey No. 295, partly along old fence and partly along chain link fence, a direction of S.45°10'58"W., for a distance of 421.48 feet [deed 85/107 total - S.45°W. 743 varas (2064')] [deed 943/723- along fence N.45°11'E. 421.52'] to a fence corner post, [deed 943/723- 1/2" iron stake at 3 way fence corner] marking a corner of said Wenzel tract recorded in Volume 85, page 107, being the west corner of said 7.3 acre Love tract, and in the northeast line of Lot No. 36, of The Highlands according to plat dated May 15, 1949, recorded in Volume 2, at page 8, of the Plat Records of Kerr County, Texas;

THENCE with a southwest line of said Wenzel tract recorded in Volume 85, page 107, the northeast line of said Lot No. 36, of The Highlands, a direction of N.46°00'58"W., for a distance of 39.43 feet [deed 85/107- N.45°00'W. 18 varas] to a fence corner post, [deed 85/107- rock

mound] marking a reentrant corner of said Wenzel tract recorded in Volume 85, page 107, for the north corner of said Lot No. 36, of The Highlands;

THENCE with a southeast line of said Wenzel tract recorded in Volume 85, page 107, the northwest line of said Lot No. 36, and Lot No. 37, of The Highlands, along an old fence, a direction of S.45°08'32"W., for a distance of 353.06 feet to a 1/2" iron stake found marking the west corner of said Lot No. 37, being the north corner of a 50 foot wide strip between lots, marked roadway on said recorded plat of The Highlands, and continuing with said southeast line of said Wenzel tract recorded in Volume 85, page 107, the north line said 50 foot wide strip, and north line of Lots No. 13 through No. 18, of said The Highlands, a direction of S.45°04'11"W., for a distance of 629.44 feet [deed 85/107 total- S.45°W. 2289 varas] to a 1/2" iron stake with cap marked Domingues 1713 set to mark the most westerly south corner of subject tract, located a distance of 8.4 feet, a direction of S.45°01'29"S. from a 1/2" iron stake found marking the east corner of that 25 acre tract which was conveyed from Erma M. Wenzel, Walton Jennings Wenzel, et.al, to Suzanne B. Hartman, by deed dated 16th December, 1996, of record in Volume 881, at page 261, of the Real Property Records of Kerr County, Texas;

THENCE with the northeast line of said 25 acre Hartman tract, a direction of N.45°01'29"W., for a distance of 1321.02 feet [deed 881/261- S.44°56'E. 1312.5'] to a 1/2" iron stake found marking corner, and continuing a direction of N.26°52'50"W., for a distance of 133.28 feet [deed 881/261- S.26°48'E. 133.3'] to a 1/2" iron stake found marking the northeast corner of said 25 acre Hartman tract, a reentrant corner of subject tract;

THENCE with the north line of said 25 acre Hartman tract, a direction of N.72°45'29"W., for a distance of 207.38 feet [deed 881/261- S.72°40'E. 207.4'] to a 1/2" iron stake found marking corner, and continuing a direction of S.70°09'26"W., for a distance of 456.98 feet [deed 881/261- N.70°15'E. 457.0'] to a 1/2" iron stake found marking the most westerly corner of said 25 acre Hartman tract, being in the northeast line of Lot No. 6, Block 7, of said Village Glen, Section Two;

THENCE with the northeast line of said Lot No. 6, Block 7, the northeast line of Lots No. 1 through No. 5, of said Block 7, Village Glen, Section Two, a direction of N.19°50'34"W., for a distance of 60.00 feet [plat- S.19°45'E.] to a 1/2" iron stake found marking corner, and continuing a direction of N.39°30'34"W., for a distance of 548.90 feet [plat- S.39°25'E. 548.9'] to a 1/2" iron stake found marking the north corner of said Lot No. 1, Block 7, of Village Glen, Section Two, being in a southeast line of street Westcrest Drive of said Village Glen, Section Two;

THENCE with said southeast line of Westcrest Drive, a direction of N.44°31'24"E., for a distance of 16.17 feet [plat- S.44°37'W. 16.2'] to a 1/2" iron stake found marking an east corner or the end of said Westcrest Drive;

THENCE with the northeast line of or the end of said Westcrest Drive, a direction of N.45°38'34"W., for a distance of 60.00 feet [plat- S.45°33'E. 60.0'] to a 1/2" iron stake found marking the north corner of said Westcrest Drive, the east corner of said Lot No. 1, Block 6, of said Village Glen, Section Two, and continuing with the northeast line of said Lot No. 1, Block 6, a direction of N.45°38'34"W., for a distance of 128.70 feet [plat- S.45°33'E. 128.7'] to the place of beginning.

Tract II of II -25.08 Acres, Wenzel, Kerr County, Texas

All that certain tract or parcel of land, lying and being situated in the County of Kerr; partly in the City of Kerrville; State of Texas; comprising 25.08 acres, more or less; out of original Survey No. 123, Florentine Lara, Abstract No. 225; being all of that 25.0 acre tract which was conveyed from Erma M. Wenzel, Walton Jennings Wenzel, et.al, to Suzanne B. Hartman, by deed dated 16th day of December, 1996, of record in Volume 881, at page 261, of the Real Property Records of Kerr County, Texas; which tract is part of that tract which was conveyed to Walter A. Wenzel, by deed of record in Volume 85, at page 107, 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 1/2" iron stake found marking the most westerly corner of Village Glen, Section Two, according to plat dated May, 1995, of recorded in Volume 6, on page 240, of the Plat Records of Kerr County, Texas, having coordinates of Northing = 816297.25 feet and Easting = 1947187.11 feet, and located a distance of 40.1 feet, a direction of N.44°58'26"E., from the most easterly north corner of Village Glen, according to plat of recorded in Volume 5, on page 194, of the Plat Records of Kerr County, Texas;

THENCE with a northeast line of said Village Glen, Section Two, a southwest line of said 25.0 acre Hartman tract, a direction of N.45°01'29"W., for a distance of 966.28 feet [deed 881/261- N.44°56'W. 966.3'] to a 1/2" iron stake found marking corner, and continuing a direction of N.19°50'34"W., for a distance of 379.43 feet [deed 881/261- N.19°45'W. 379.4'] to a 1/2" iron stake found marking the west corner of said 25.0 acre Hartman tract;

THENCE with division line of said Walter A. Wenzel tract, the northwest to north to northeast line of said 25.0 acre Hartman tract, a direction of N.70°09'26"E., for a distance of 456.98 feet [deed 881/261- N.70°15'E. 457.0'] to a 1/2" iron stake found marking corner, continuing a direction of S.72°45'29"E., for a distance of 207.38 feet [deed 881/261- S.72°40'E. 207.4'] to a 1/2" iron stake found marking corner, continuing a direction of S.26°52'50"E., for a distance of 133.28 feet [deed 881/261- S.26°48'E. 133.3'] to a 1/2" iron stake found marking corner, and continuing a direction of S.45°01'29"E., for a distance of 1321.02 feet [deed 881/261- S.44°56'E. 1312.5'] to a 1/2" iron stake with cap marked Domingues 1713 found marking corner in the southeast line of said Walter A. Wenzel tract, the northwest line of the Highlands Subdivision, being located a distance of 629.44 feet, a direction of S.45°04'11"W., from a 1/2" iron stake found marking the west corner of Lot No. 37, of said Highlands Subdivision, the north corner of a lane marked "roadway" on plat of said Highlands Subdivision;

THENCE with the southeast line of said Walter A. Wenzel tract, the northwest line of said Highlands Subdivision, a direction of S.45°04'11"W., for a distance of 277.42 feet to a 1/2" iron stake found marking the west corner of Lot No. 11, and north corner of Lot No. 10, of said Highlands Subdivision, and continuing a direction of S.45°13'33"W., for a distance of 392.67 feet [deed 881/261- S.44°31'W. 670.1'] [deed 85/107 total- S.45°W. 2289 varas] to a 1/2" iron stake found marking the west corner of said Village Glen;

THENCE with a northeast line of said Village Glen, a southwest line of said 25.0 acre Hartman tract, a direction of N.45°01'34"W., for a distance of 513.85 feet [deed 881/261- N.44°56'W. 513.9'] to the most easterly north corner of said Village Glen;

THENCE with a southeast line of said Village Glen, Section Two, a direction of N.44°58'26"E., for a distance of 40.10 feet [deed 881/261- N.45°04'E. 40.1'] to the place of beginning.

Bearings based on Global Positioning System grid north observation. Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.

Filed By: Return To:
IDEV Companies
2100 Ross Avenue
Suite 8900
Dallas, TX 75201
Attn: Keph Kruppa

FILED AND RECORDED
At 1:45 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR



NOV 04 2011

I hereby certify that this instrument was filed in the file number
equated on the date and time stamped hereon by me and was duly
recorded in the Official Public Records of Kerr County Texas.

James H. Kasper, Kerr County Clerk
By: Ana Keller Deputy

ABANDONMENT OF COVENANTS AND EASEMENT RIGHTS

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR *

This Abandonment of Covenants and Easement Rights (the "Agreement") is executed by TF-HARTMAN, LLC, a Texas limited liability company ("TF-Hartman") and TF-HEIGHTS OF KERRVILLE, LLC, a Texas limited liability company ("TF-Heights"; TF-Hartman and TF-Heights sometimes collectively referred to herein as "Companies").

A. WHEREAS, certain covenants, conditions and restrictions were recorded in Volume 1742, Page 649, Official Public Records of Kerr County, Texas, purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or not recorded, if any, currently due or payable or that will become due or payable, and any other rights deriving therefrom that are assessed pursuant thereto (the "Covenants").

B. WHEREAS, a certain Easement Agreement was recorded in Volume 1721, Page 346, Official Public Records of Kerr County, Texas (the "Easement Agreement"), purporting to provide for pedestrian and vehicular ingress and egress to and from the Dominant Estate Property (as such term is defined in the Easement Agreement) to and from the public road known as "Coronado Drive" via the Easement Property (as such term is defined in the Easement Agreement), together with easements for utility services upon, over and across the Easement Property (the "Easement").

C. WHEREAS, the Covenants and the Easement affect the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

D. WHEREAS, neither of the Companies ever approved or consented to either of the Covenants or the Easement which were placed on the Property after the filing of the following described deed of trust in favor of TF-Hartman:

Deed of Trust dated March 23, 2007, from Phoenix Summit, Ltd., to James C. Champion, Trustee, securing Texas Commercial Capital, LLC, nka Credit Union Liquidity Services, LLC in the payment of a note of even date thereof in the principal sum of \$450,000.00, recorded in Volume 1593, Page 99, Real Property Records of Kerr County, Texas. Assigned to TF-Heights of Kerrville, LLC by Assignment and Transfer of Lien dated October 5, 2010, recorded in Volume 1809, Page 26, Real Property Records of Kerr County, Texas.

Also, neither of the Companies ever approved or consented to either of the Covenants or the Easement which were placed on the Property after the filing of the following described deed of trust in favor of TF-Heights:

Deed of Trust dated March 23, 2007, from The Heights of Kerrville, LP, a Delaware limited partnership, to James C. Champion, Trustee, securing Texas Commercial Capital, LLC, nka Credit Union Liquidity Services, LLC in the payment of a note of even date thereof in the principal sum of \$4,700,000.00, recorded in Volume 1593, Page 152, Real Property

Records of Kerr County, Texas. Assigned to TF-Heights of Kerrville, LLC by Assignment and Transfer of Lien dated July 6, 2010, recorded in Volume 1795, Page 760, Real Property Records of Kerr County, Texas.

E. WHEREAS, by virtue of the foreclosures of both said prior deeds of trust, both the Covenants and the Easement do not encumber the Property, and both TF-Hartman and TF-Heights desire to release any rights to any future transfer fees arising out of the Covenants, and release any rights to any future rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto arising out of the Easement.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Companies by executing this Agreement agrees and acknowledges as follows:

1. Abandonment of Covenants. Both TF-Hartman and TF-Heights release any present or future rights or benefits arising out of the Covenants, including but not limited to any transfer fees arising out of the Covenants.

2. Abandonment of Easement. Both TF-Hartman and TF-Heights release any rights to any present or future rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto arising out of the Easement.

Executed this 21st day of October, 2011.

TF-HARTMAN, LLC,

a Texas limited liability company.

By: Credit Union Liquidity Services, LLC,
a Texas limited liability company,
its sole Member

By: 
Ric Smith
Chief OREO Manager

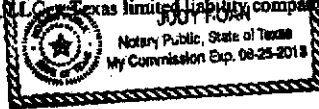
TF-HEIGHTS OF KERRVILLE, LLC,
a Texas limited liability company

By: Credit Union Liquidity Services, LLC,
a Texas limited liability company,
its sole Member

By: 
Ric Smith
Chief OREO Manager

STATE OF TEXAS
COUNTY OF Dallas

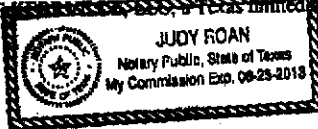
SUBSCRIBED AND SWORN TO before me, the undersigned authority, on October 21, 2011, by Ric Smith, the Chief OREO Manager of ~~Credit Union Liquidity Services, LLC~~, a Texas limited liability company, sole member of TF-HARTMAN, LLC, a Texas limited liability company, on behalf of said Company.



Judy Roan
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Dallas

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on October 21, 2011, by Ric Smith, the Chief OREO Manager of Credit Union Liquidity Services, LLC, a Texas limited liability company, sole member of TF-HEIGHTS OF ~~CREDIT UNION LIQUIDITY SERVICES, LLC~~, a Texas limited liability company, on behalf of said Company.



Judy Roan
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

✓ Republic Title of Texas, Inc.
420 Throckmorton
Suite 640
Fort Worth, TX 76102

Exhibit "A"
(Two Tracts)

Tract I of II - 301.4 Acres, Wenzel, Kerr County, Texas

All that certain tract or parcel of land, lying and being situated in the County of Kerr; State of Texas; comprising 301.4 acres, more or less; being approximately 207.1 acres out of original Survey No. 123, Florentine Lara, Abstract No. 225, Patent by Lewis Nath, dated November 29, 1848; and approximately 94.3 acres out of original Survey No. 1862, J. D. Leavell, Abstract No. 1435, Patent to S. R. Whitworth, dated October 17, 1904, Patent No. 64, Volume 26; subject tract is part of that 460 acre tract which was conveyed from Mrs. Elizabeth Ann Marks and husband, Norman L. Marks, to Walter A. Wenzel, by deed dated 5th October, 1948, of record in Volume 85, page 107, of the Deed Records of Kerr County, Texas; which tract was previously conveyed from W. C. Fawcett, et. ux., to Elizabeth Ann Marks by deed of record in Volume 79, page 328, Deed Records of Kerr County, Texas; and being part of that 129.7631 acre tract which was conveyed from Hazel Evertson, to Walter A. Wenzel, by deed dated 5th October 1971, of record in Volume 152, at page 118, of the Deed Records of Kerr County, Texas; which tract is part of that 159 acre tract which was conveyed from E. C. Fisk, to G. L. Richeson and C. V. Berryman, by deed dated April 29, 1942, of record in Volume 69, page 413, 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 1/2" iron stake found marking the north corner of Lot No. 1, Block 6, of Village Glen, Section Two, according to plat recorded in Volume 6, at page 240, of the Plat Records of Kerr County, Texas, being in the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, also being in the southeast fence line of that 8.0 acre tract which was conveyed to Robin L. Jones, being indicated as Tax ID R15604, being the approximate northwest line of said original Survey No. 123, the approximate southeast line of original Survey No. 124, Francisco Martinez, Abstract No. 247;

THENCE with the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, the southeast fence line of said 8.0 acre Jones tract, and the southeast fence line of that 11.0 acre tract which was conveyed to Barbara Livengood, by deed of record in Volume 937, at page 336, of the Real Property Records of Kerr County, Texas, being the approximate northwest line of said original Survey No. 123, the approximate southeast line of said original Survey No. 124, along an old fence line, a direction of N.44°42'12"E., for a distance of 963.62 feet a 1/2" iron stake found marking the east corner of said 11.0 acre Livengood tract, for the south corner of that 12.3 acre tract which was conveyed to Thomas L. Terrell & Pamela A. Terrell, by deed, of record in Volume 829, at page 623, of the Real Property Records of Kerr County, Texas, and continuing with the northwest fence line of said Wenzel tract recorded in Volume 85, page 107, the southeast fence line of said 12.3 acre Terrell tract, a direction of N.44°50'33"E., for a distance of 729.55 feet [deed 829/623- with Wenzel S.45°12'W. with old fence 729.48'] to a 5/8" iron stake [deed 829/623- 5/8" iron stake set in old fence] found marking the east corner of said 12.3 acre Terrell tract, being in a southwest line of that 162.99 acre tract which was conveyed from C. G. Abbott, et.ux, to Thomas W. Wren & wife Sylvia Wren, by deed dated 24th August 1962, of record in Volume 113, at page 214, of the Deed Records of Kerr County, Texas, [deed 829/623- states that its east corner is 8.22 feet, N.60°18'W. from a fence corner post, called to be the occupied east corner of Survey No. 124];

THENCE with a south line of said 162.99 acre Wren tract, a direction of S.59°38'E., for a distance of 8.0 feet to a fence corner post, [Wren deed- to a fence corner the south corner Survey

No. 1861 & east corner of Survey No. 124]

THENCE continuing with the northwest line of said Wenzel tract recorded in Volume 85, page 107, a southeast line of said 162.99 acre Wren tract, being the approximate northwest line of said original Survey No. 123, an approximate southeast line of original Survey No. 1861, M. K. & T. E. R. R., Abstract No. 1242, being along an old fence line, a direction of N.44°47'43"E., for a distance of 1570.0 feet [deed 113/214- with fence S.45°W. 569.0 varas (1580.6')] [deed 85/107 total- N.45°E. 2473 varas] to a fence corner post, a corner of said 162.99 acre Wren tract,

THENCE continuing with the northwest line of said Wenzel tract recorded in Volume 85, page 107, being the approximate northwest line of said original Survey No. 123, an approximate southeast line of said original Survey No. 1861, not along a fence, the southeast line of a 0.39 acre tract part of said Survey No. 186, fenced into Wenzel property, a direction of N.44°47'43"E., for a distance of 388.44 feet to the north corner of said Wenzel tract recorded in Volume 85, page 107, [deed 85/107- to the north corner of Survey No. 123, at fence] being in a southwest line of that 61.38 acre tract which was conveyed from Elaine H. Byrd, to Charles P. Johnson & Marilyn Johnson, by deed of record in Volume 804, at page 238, of the Real Property Records of Kerr County, Texas, which tract is stated to be part of that 69.423 acre tract which was conveyed from C. V. Berryman, et.ux., to Elaine H. Byrd, by deed dated 9th July, 1970, of record in Volume 144, at page 498, of the Deed Records of Kerr County, Texas, being located a distance of 81.61 feet, a direction of S.44°52'03"E., from a 1/2" iron stake at a fence corner post, found marking the west corner of said 61.38 acre Johnson tract, being a corner in said southeast line of said 162.99 acre Wren tract, and also being located a distance of 310.08 feet, a direction of N.55°22'E., from a 1/2" iron stake found marking the west corner of that 14.01 acre tract which was conveyed to Charles P. Johnson & Marilyn Johnson, by Quitclaim Deed of record in Volume 804, page 236, of the Real Property Records of Kerr County, Texas, which the surveyor of said Quitclaim Deed states the iron stake was set for the most westerly corner 69.423 acre tract, the common northwesterly corner Survey No. 123, and Survey No. 1862;

THENCE with the northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, along the occupied northeast line of said original Survey No. 123, a southwest line of said original Survey No. 1862, J. D. Leavell, along a high new fence line, a direction of S.44°52'37"E., for a distance of 1326.49 feet [deed 85/107 total- S.45°E. 950 varas (2639')] [deed 804/238- with fence, upon over and across 69.423 acres S.44°51'E. 1926.52'] to a fence corner post;

THENCE with a high new fence a direction of S.20°48'52"E., for a distance of 33.99 feet to a fence corner post, continuing a direction of S.10°28'49"E., for a distance of 94.87 feet to a fence corner post, continuing a direction of S.29°25'13"E., for a distance of 63.99 feet to a fence corner post, continuing a direction of N.88°30'57"E., for a distance of 104.21 feet to a fence corner post, and continuing a direction of S.59°50'05"E., for a distance of 34.25 feet to a fence corner post, in said northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract;

THENCE with said northeast line of said Wenzel tract recorded in Volume 85, page 107, the southwest line of said 61.38 acre Johnson tract, along a high new fence line, a direction of S.44°48'17"E., for a distance of 242.45 feet [deed 85/107 total- S.45°E. 950 varas (2639')] [deed 804/238- with fence, upon over and across 69.423 acres S.44°51'E. 1926.52'] to a fence corner post, the northwest corner of said 129.7631 acre Wenzel tract, [deed 152/118- to a fence corner] and the southwest corner of said 61.38 acre Johnson tract, [deed 804/238- corner post marked with an iron stake] and said corner is located a distance of 802.31 feet, a direction of N. 45°35'42"W. [deed 152/118- with northeast line Survey No. 123- N.44°26'W. 792.35'], from a

fence corner post, which appears to be the same corner stated in deed Volume 85, page 107, as being "the east corner of No. 123, at fence corner" and stated in deed Volume 152, page 118, "fence corner, the East Corner of Survey No. 123" said property corner fence corner is also located a distance of 295.3 feet, a direction of N.59°13'E., from found stake pulled but rocks holding it up are still existing, [which said Quitclaim Deed 804/236 states "to an iron stake set for the most southerly corner of 69.423 acre tract in the common line between Survey No. 1862, and Survey No. 123"];

THENCE with the most northerly north line of said 129.7631 acre Wenzel tract, the south line of said 61.38 acre Johnson tract, along a high new fence line, a direction of N.78°53'27"E., for a distance of 838.22 feet [deed 152/118- with fence line N.79°12'E. 841.50'] [deed 804/238- with fence, upon over and across 69.423 acres N.78°56'E. 837.71'] [deed 69/413- N.75°E. 360 varas (1000')] to fence corner post, the most northerly northeast corner of said 129.7631 acre Wenzel tract, the southeast corner of said 61.38 acre Johnson tract, [deed 804/238- fence corner in the northeast line of 69.423 acre tract] [deed 152/118- to a fence corner in an old fence line in the Southwest Line of Survey No. 627, H. W. Johnson] said corner being in the west line of that 8.52 acre tract which was conveyed to Robert Nickel, by deed of record in Volume 470, at page 18, of the Real Property Records of Kerr County, Texas, and being located a distance of 24.8 feet, a direction of N.15°32'W. from a 1/2" iron stake found [marking corner which said Quitclaim Deed 804/236 states "iron stake set for southeast corner of 69.423 acre tract"] (this corner appears to have been established by using the deed distance of 80 varas from the south corner of original Survey No. 627)

THENCE with an east line of said 129.7631 acre Wenzel tract, the west line of said 8.52 acre Nickel tract, along an old fence line, and along the west line of said original Survey No. 627, H. W. Johnson, Abstract No. 779, Patent to H. W. Johnson, dated April 4, 1881, a direction of S.13°43'48"E., for a distance of 274.56 feet [deed 152/118- S.13°30'E. 275.20] [deed 69/413- N.15°E. 90 varas] to a 1/2" iron stake [deed 152/118- south corner Survey No. 627 reentrant corner of Survey No. 1862] found marking a reentrant corner of said 129.7631 acre Wenzel tract, the south corner of said 8.52 acre Nickel tract;

THENCE with a north line of said 129.7631 acre Wenzel tract, a south line of said 8.52 acre Nickel tract, along an old fence line, and along the south line of said original Survey No. 627, H. W. Johnson, [deed 152/118- with line Survey 627] a direction of N.75°04'03"E., for a distance of 156.15 feet [deed 152/118- N.75°05'E. 155.93'] to a fence corner post marking a northeast corner of said 129.7631 acre Wenzel tract, being the northwest corner of that 5.391 acre & 1 acre tracts which were conveyed to Kerrville Bible Church, by deed of record in Volume 1275, at page 579, of the Real Property Records of Kerr County, Texas, which tract is part of that tract which was conveyed from E. C. Fisk, to Fritz Radeloff, by deed of record in Volume 67, at page 75, of the Deed Records of Kerr County, Texas;

THENCE with a northeast line of said 129.7631 acre Wenzel tract, the southwest line of said Kerrville Bible Church tract, the southwest line of said tract conveyed to Fritz Radeloff, along an old fence line, , a direction of S.36°04'21"E., for a distance of 563.54 feet [deed 152/118- S.35°56'E. 565.80'] [deed 67/75- N.35°E. 210 varas] to a 1/2" iron stake found marking the southwest corner of said Kerrville Bible Church tract, and the southwest corner of said tract conveyed to Fritz Radeloff, for the northwest corner of that 3.71 acre tract which was conveyed to Kroneal, Inc., by deed of record in Volume 1394, at page 929, of the Real Property Records of Kerr County, Texas, which tract is part of that tract which was conveyed from E. C. Fisk to James T. West, by deed of record in Volume 81, at page 614, of the Deed Records of Kerr County, Texas;

THENCE with an east line of said 129.7631 acre Wenzel tract, a west line of said 3.71 acre Kroneal tract, along a cable fence line, a direction of S.9°21'32"E., for a distance of 115.20 feet [deed 152/118- S.7°22'E. 93.60'] to a metal fence corner post marking corner, continuing a direction of S.6°10'55"E., for a distance of 72.96 feet [deed 152/118- S.6°47'E. 80.79'] to a metal fence corner post marking corner, continuing a direction of S.1°51'44"E., for a distance of 63.39 feet [deed 152/118- S.3°01'E. 76.18] [deed 81/614- N.8°55'W. 226.8'] to a metal fence corner post marking corner, continuing a direction of S.13°19'03"W., at a distance of 84.3 feet [deed 81/614- N.13°45'W. 105.5'] to a fence corner post the southwest corner of said 3.71 acre Kroneal tract, for the northwest corner of that tract which was conveyed from Robert Louis McShan, to Clarence Hunter McShan, by deed of record in Volume 174, at page 718, of the Deed Records of Kerr County, Texas, which was subsequently conveyed to Mrs. Josefa McShan, continuing with a west line of said McShan tract, along an old fence line, a total distance of 342.35 feet [deed 152/118- S.14°05'W. 334.21'] [deed 174/718- with existing old fence S.12°46'W. 252'] to a Cedar fence corner post marking corner, continuing a direction of S.14°41'04"E., for a distance of 317.47 feet [deed 152/118- S.14°19'E. 326.53'] [deed 174/718- S.15°38'E. 324.5'] to a 1/2" iron stake at a fence corner post, found marking corner, continuing a direction of S.32°48'04"E., for a distance of 106.50 feet [deed 174/718- with existing old fence S.33°45'E. 106.5'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark corner, continuing not along fence which has been removed, a direction of S.33°11'04"E., for a distance of 181.00 feet [deed 152/118- S.32°31'E. 279.21'] [deed 174/718- with existing old fence S.34°08'E. 181'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark corner, and continuing not along fence, a direction of S.35°19'04"E., for a distance of 200.00 feet [deed 152/118- S.33°22'E. 208.55'] [deed 174/718- with existing old fence S.36°16'E. 200'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark the southwest corner of said McShan tract, being a reentrant corner of said 129.7631 acre Wenzel tract;

THENCE with a north line of said 129.7631 acre Wenzel tract, a south line of said McShan tract, not along a fence, a direction of N.70°37'00"E., for a distance of 74.46 feet [deed 152/118- N.68°12'E. 79.70'] [deed 174/718- continuing with existing old fence N.69°40'E. 80'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark corner, and continuing a direction of N.89°03'00"E., at a distance of 30.6 feet to a 1" square steel stake found, which appears to be on the property line, continuing a total distance of 38.64 feet [deed 152/118- N.85°04'E. 31.38'] [deed 174/718 total - East 53.8'] to a 1/2" iron stake with cap marked Domingues 1713 set to mark where said south line of said McShan tract intersects a west line of 120 foot wide State F. M. Highway No. 783, Harper Road, being the west line of that 0.124 acre tract which was conveyed from B. D. Powell, to State of Texas, by deed of record in Volume 125, at page 638, of the Deed Records of Kerr County, Texas, said intersection is located 60 feet right and normal from engineers centerline station 210+85.9 [State right of way indicates 60' right from station 210+86.0] and located a distance of 1760.08 feet, a direction of N.80°02'30"E. from the radius point of the curve of said highway right of way;

THENCE with along the arc of said circular curve to the left (counter-clockwise), having a radius of 1970.08 feet, the long chord bears a direction of S.10°37'04"E., a distance of 45.34 feet, for a distance along said curve of 45.34 feet to the end of curve; [deed 152/118- S.13°47'E. 53.82'] to a 1/2" iron stake with cap marked Domingues 1713, in the bottom of a draw, set to mark an east corner of said 129.7631 acre Wenzel tract, the north corner of that 4.33 acre tract which was conveyed to Lorene & Tiffany Powell, by deed of record in Volume 857, at page 119, of the Real Property Records of Kerr County, Texas, the corner is located a distance of 56.45 feet, a direction of N.12°43'25"W., from a concrete right of way marker on said highway right of way line;

THENCE with a southeast line of said 129.7631 acre Wenzel tract, the northwest line of said

4.33 acre Powell tract, a direction of S.44°54'42"W., for a distance of 968.43 feet [deed 152/118- S.45°12'W. 965.46'] [deed 857/119- N.43°52'E. 1006'] to a 1/2" iron stake found at a fence corner post, [deed 152/118- 1/2 iron stake at old stake] [deed 246/131- unmarked corner] marking a north corner of that 34.06 acre tract which was conveyed from Walton J. Wenzel, et.al., to Jack L. Reynolds, by deed of record in Volume 246, at page 131, of the Deed Records of Kerr County, Texas, which was subsequently conveyed to William R. Renfro, by deed recorded in Volume 945, page 230, of the Real Property Records of Kerr County, Texas;

THENCE with the northwest line of said 34.06 acre Renfro tract, along a recent fence line, a direction of S.45°09'16"W., for a distance of 846.60 feet [deed 246/131- upon, over & across 129.7631 acre tract N.45°12'E. 847.69'] a 1/2" iron stake with cap marked Domingues 1713 set at a fence corner post, [deed 246/131- unmarked corner] to mark the west corner of said 34.06 acre Renfro tract, the most easterly south corner of subject tract, being in a southwest line of said 129.7631 acre Wenzel tract, the northeast line of Hilltop Village Subdivision according to plat dated 22 May 1970, recorded in Volume 3, at page 54, of the Plat Records of Kerr County, Texas;

THENCE with a southwest line of said 129.7631 acre Wenzel tract, the northwest line of said Hilltop Village Subdivision, and northwest line of Hilltop Village Subdivision according to plat dated 18 March 1963, recorded in Volume 3, at page 31, of the Plat Records of Kerr County, Texas; partly along old fence and partly along chain link fence, a direction of N.45°26'37"W., for a distance of 1002.94 feet [deed 152/118 total- with old fence line - N.44°34'W. 1201.70'] [deed 69/413 total- N.45°W. 701 varas (1947')] to a chain link fence corner post, [deed 152/118 1/2" iron stake set at base fence corner] [deed 943/723- chain link fence corner in concrete] the north corner of said Hilltop Village Subdivision, and the surveyed and described east corner of that 7.3 acre tract which was conveyed to Copper Love, by deed of record in Volume 943, page 723, of the Real Property Records of Kerr County, Texas;

THENCE with the northeast line of said 7.3 acre Love tract, along the remains of an old fence line, a direction of N.46°04'56"W., for a distance of 739.90 feet [deed 152/118- with fence line.- S.45°12'W. 22.40' to a 1/2" iron stake set at base of fence corner] and [deed 152/118- with new fence- N.44°31'W. 745.21'] [deed 943/723- along fence S.46°01'E. 740.00'] [deed 69/413 total- N.45°W. 701 varas (1947')] to a 1/2" iron stake found at a fence corner post, [deed 152/118- 1/2" iron stake at new and old fence line] [deed 943/723- 1/2" iron stake at a 3 way fence corner] marking the most westerly west corner of said 129.7631 acre Wenzel tract, for the north corner of said 7.3 acre Love tract, being in the southeast line of said Wenzel tract recorded in Volume 85, page 107, the approximate southeast line of said original Survey No. 123, the approximate northwest line of original Survey No. 295, Killer, Abstract No. 1996;

THENCE with a southeast line of said Wenzel tract recorded in Volume 85, page 107, the northwest line of said 7.3 acre Love tract, the approximate southeast line of said original Survey No. 123, the approximate northwest line of said original Survey No. 295, partly along old fence and partly along chain link fence, a direction of S.45°10'58"W., for a distance of 421.48 feet [deed 85/107 total - S.45°W. 743 varas (2064')] [deed 943/723- along fence N.45°11'E. 421.52'] to a fence corner post, [deed 943/723- 1/2" iron stake at 3 way fence corner] marking a corner of said Wenzel tract recorded in Volume 85, page 107, being the west corner of said 7.3 acre Love tract, and in the northeast line of Lot No. 36, of The Highlands according to plat dated May 15, 1949, recorded in Volume 2, at page 8, of the Plat Records of Kerr County, Texas;

THENCE with a southwest line of said Wenzel tract recorded in Volume 85, page 107, the northeast line of said Lot No. 36, of The Highlands, a direction of N.46°00'58"W., for a distance of 39.43 feet [deed 85/107- N.45°00'W. 18 varas] to a fence corner post, [deed 85/107- rock

mound] marking a reentrant corner of said Wenzel tract recorded in Volume 85, page 107, for the north corner of said Lot No. 36, of The Highlands;

THENCE with a southeast line of said Wenzel tract recorded in Volume 85, page 107, the northwest line of said Lot No. 36, and Lot No. 37, of The Highlands, along an old fence, a direction of S.45°08'32"W., for a distance of 353.06 feet to a 1/2" iron stake found marking the west corner of said Lot No. 37, being the north corner of a 50 foot wide strip between lots, marked roadway on said recorded plat of The Highlands, and continuing with said southeast line of said Wenzel tract recorded in Volume 85, page 107, the north line said 50 foot wide strip, and north line of Lots No. 13 through No. 18, of said The Highlands, a direction of S.45°04'11"W., for a distance of 629.44 feet [deed 85/107 total- S.45°W. 2289 varas] to a 1/2" iron stake with cap marked Domingues 1713 set to mark the most westerly south corner of subject tract, located a distance of 8.4 feet, a direction of S.45°01'29"S. from a 1/2" iron stake found marking the east corner of that 25 acre tract which was conveyed from Erna M. Wenzel, Walton Jennings Wenzel, et al, to Suzanne B. Hartman, by deed dated 16th December, 1996, of record in Volume 881, at page 261, of the Real Property Records of Kerr County, Texas;

THENCE with the northeast line of said 25 acre Hartman tract, a direction of N.45°01'29"W., for a distance of 1321.02 feet [deed 881/261- S.44°56'E. 1312.5'] to a 1/2" iron stake found marking corner, and continuing a direction of N.26°52'50"W., for a distance of 133.28 feet [deed 881/261- S.26°48'E. 133.3'] to a 1/2" iron stake found marking the northeast corner of said 25 acre Hartman tract, a reentrant corner of subject tract;

THENCE with the north line of said 25 acre Hartman tract, a direction of N.72°45'29"W., for a distance of 207.38 feet [deed 881/261- S.72°40'E. 207.4'] to a 1/2" iron stake found marking corner, and continuing a direction of S.70°09'26"W., for a distance of 456.98 feet [deed 881/261- N.70°15'E. 457.0'] to a 1/2" iron stake found marking the most westerly corner of said 25 acre Hartman tract, being in the northeast line of Lot No. 6, Block 7, of said Village Glen, Section Two;

THENCE with the northeast line of said Lot No. 6, Block 7, the northeast line of Lots No. 1 through No. 5, of said Block 7, Village Glen, Section Two, a direction of N.19°50'34"W., for a distance of 60.00 feet [plat- S.19°45'E.] to a 1/2" iron stake found marking corner, and continuing a direction of N.39°30'34"W., for a distance of 548.90 feet [plat- S.39°25'E. 548.9'] to a 1/2" iron stake found marking the north corner of said Lot No. 1, Block 7, of Village Glen, Section Two, being in a southeast line of street Westcrest Drive of said Village Glen, Section Two;

THENCE with said southeast line of Westcrest Drive, a direction of N.44°31'24"E., for a distance of 16.17 feet [plat- S.44°37'W. 16.2'] to a 1/2" iron stake found marking an east corner or the end of said Westcrest Drive;

THENCE with the northeast line of or the end of said Westcrest Drive, a direction of N.45°38'34"W., for a distance of 60.00 feet [plat- S.45°33'E. 60.0'] to a 1/2" iron stake found marking the north corner of said Westcrest Drive, the east corner of said Lot No. 1, Block 6, of said Village Glen, Section Two, and continuing with the northeast line of said Lot No. 1, Block 6, a direction of N.45°38'34"W., for a distance of 128.70 feet [plat- S.45°33'E. 128.7'] to the place of beginning.

Tract II of II -25.08 Acres, Wenzel, Kerr County, Texas

All that certain tract or parcel of land, lying and being situated in the County of Kerr; partly in the City of Kerrville; State of Texas; comprising 25.08 acres, more or less; out of original Survey No. 123, Florentine Lara, Abstract No. 225; being all of that 25.0 acre tract which was conveyed from Erma M. Wenzel, Walton Jennings Wenzel, et.al, to Suzanne B. Hartman, by deed dated 16th day of December, 1996, of record in Volume 881, at page 261, of the Real Property Records of Kerr County, Texas; which tract is part of that tract which was conveyed to Walter A. Wenzel, by deed of record in Volume 85, at page 107, 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 1/2" iron stake found marking the most westerly corner of Village Glen, Section Two, according to plat dated May, 1995, of recorded in Volume 6, on page 240, of the Plat Records of Kerr County, Texas, having coordinates of Northing = 816297.25 feet and Easting = 1947187.11 feet, and located a distance of 40.1 feet, a direction of N.44°58'26"E., from the most easterly north corner of Village Glen, according to plat of recorded in Volume 5, on page 194, of the Plat Records of Kerr County, Texas;

THENCE with a northeast line of said Village Glen, Section Two, a southwest line of said 25.0 acre Hartman tract, a direction of N.45°01'29"W., for a distance of 966.28 feet [deed 881/261- N.44°56'W. 966.3'] to a 1/2" iron stake found marking corner, and continuing a direction of N.19°50'34"W., for a distance of 379.43 feet [deed 881/261- N.19°45'W. 379.4'] to a 1/2" iron stake found marking the west corner of said 25.0 acre Hartman tract;

THENCE with division line of said Walter A. Wenzel tract, the northwest to north to northeast line of said 25.0 acre Hartman tract, a direction of N.70°09'26"E., for a distance of 456.98 feet [deed 881/261- N.70°15'E. 457.0'] to a 1/2" iron stake found marking corner, continuing a direction of S.72°45'29"E., for a distance of 207.38 feet [deed 881/261- S.72°40'E. 207.4'] to a 1/2" iron stake found marking corner, continuing a direction of S.26°52'50"E., for a distance of 133.28 feet [deed 881/261- S.26°48'E. 133.3'] to a 1/2" iron stake found marking corner, and continuing a direction of S.45°01'29"E., for a distance of 1321.02 feet [deed 881/261- S.44°56'E. 1312.5'] to a 1/2" iron stake with cap marked Domingues 1713 found marking corner in the southeast line of said Walter A. Wenzel tract, the northwest line of the Highlands Subdivision, being located a distance of 629.44 feet, a direction of S.45°04'11"W., from a 1/2" iron stake found marking the west corner of Lot No. 37, of said Highlands Subdivision, the north corner of a lane marked "roadway" on plat of said Highlands Subdivision;

THENCE with the southeast line of said Walter A. Wenzel tract, the northwest line of said Highlands Subdivision, a direction of S.45°04'11"W., for a distance of 277.42 feet to a 1/2" iron stake found marking the west corner of Lot No. 11, and north corner of Lot No. 10, of said Highlands Subdivision, and continuing a direction of S.45°13'33"W., for a distance of 392.67 feet [deed 881/261- S.44°31'W. 670.1'] [deed 85/107 total- S.45°W. 2289 varas] to a 1/2" iron stake found marking the west corner of said Village Glen;

THENCE with a northeast line of said Village Glen, a southwest line of said 25.0 acre Hartman tract, a direction of N.45°01'34"W., for a distance of 513.85 feet [deed 881/261- N.44°56'W. 513.9'] to the most easterly north corner of said Village Glen;

THENCE with a southeast line of said Village Glen, Section Two, a direction of N.44°58'26"E., for a distance of 40.10 feet [deed 881/261- N.45°04'E. 40.1'] to the place of beginning.

Bearings based on Global Positioning System grid north observation. Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.

FILED AND RECORDED
At 1:14 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR



NOV 04 2011

I hereby certify that this instrument was filed in the file number:
sequence on the date and time stamped herein by me and was duly
recorded in the Official Public Records of Kerr County Texas.

Justified Paper, Kerr County Clerk
By Una Keller, Deputy

[illegible]

FILE #3841 VOL 9/Pg. 124

PRIOR TO CONSTRUCTION ON ANY LOT THE OWNER OF SAID LOT SHALL CONTACT KERN COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH AND SAFETY TO OBTAIN A LIST OF ALL LOTS IN THE JURISDICTION ARE REQUIRED TO COMPLY WITH ALL CURRENT AND FUTURE ORDER REGULATIONS ADOPTED BY KERN COUNTY. REMOVAL OF CERTAIN SOLIDIFICATION MUST BE MADE IN CONJUNCTION WITH THE SITE EVALUATION WITH RESPECT TO THE INDIVIDUAL SITE PERMITTING PROCESS IN ACCORDANCE WITH THE DO NOT DRAG GROUND RULES.

PRIVATE, BUSINESS, RESIDENTIAL, AND PROPERTY OWNERS ASSOCIATION, JOINTLY, SEVERALLY, AND IN THE SEVERALTY OF THE OWNERS, SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS AND THE PROPERTY OWNERS ASSOCIATION, AND ALL MEMBERS, OFFICERS, AND SUCCESSORS, AND ASSIGNS:

[illegible]

SELECTION AREA DISCUSSION

[illegible]NOTES
1-400[illegible]

MATKINHOVER
ENGINEERING
& SURVEYING

175 SOUTH
WILLOW STREET
SUITE 200
WYOMING, NEBRASKA 68197
402/342-1100

OFFICE: 402/342-1100 FAX: 402/342-1101
CITY: LINCOLN, NE
STATE: NE

THE HEIGHTS OF KERRVILLE

A 208.841 ACRE TRACT OF LAND OUT OF THE FLORENCE LURA SURVEY NO. 225, UG & 1E, R.R. SURVEY NO. 1861, ABSTRACT NO. 1242 AND THE J.D. LEMAY SURVEY NO. 1862, ABSTRACT NO. 1425, KERR COUNTY, TEXAS, SAID 208.841 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN 301.4 ACRE TRACT CONVEYED TO THE HEIGHTS OF KERRVILLE, L.P., A DELAWARE LIMITED PARTNERSHIP BY DEED RECORDED IN VOLUME 1591, PAGES 247-281, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS, A PORTION OF THAT CERTAIN 25.08 ACRE TRACT CONVEYED TO PHOENIX SLURMIT, LTD. BY DEED RECORDED IN VOLUME 1593, PAGES 93-98, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS, ALL OF WHICH CERTAIN 0.35 ACRE TRACT CONVEYED TO THE HEIGHTS OF KERRVILLE, L.P. BY DEED RECORDED IN VOLUME 1591, PAGES 247-281, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS, AND THAT CERTAIN 13.64 ACRE TRACT CONVEYED TO THE HEIGHTS OF KERRVILLE, L.P. A DELAWARE LIMITED PARTNERSHIP BY DEED RECORDED IN VOLUME 1591, PAGES 239-246, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS.

PRIOR TO CONSTRUCTION ON ANY LOT THE OWNER OF SAID LOT SHALL CONTACT KERR COUNTY OSSF DESIGNATED REPRESENTATIVE. ALL LOTS IN THIS SUBDIVISION ARE REQUIRED TO COMPLY WITH ALL CURRENT AND FUTURE OSSF REGULATIONS ADOPTED BY KERR COUNTY. INDIVIDUAL OSSF SYSTEMS SELECTION MUST BE MADE IN CONJUNCTION WITH THE SITE EVALUATION WITH RESPECT TO THE INDIVIDUAL SITE PERMITTING PROCESS, IN ACCORDANCE WITH THE 30 TAC 295 OSSF RULES.

PRIVATE DRAINAGE EASEMENTS AND PROPERTY OWNERS ASSOCIATION DRAINAGE EASEMENTS

THIS PLAT IS APPROVED BY THE CITY OF KERRVILLE AND ACCEPTED BY THE OWNERS SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS(S) AND THE PROPERTY OWNERS ASSOCIATION, AND ALL HEIRS, GRANTEES AND SUCCESSORS, AND ASSIGNS:

THE PROPOSED PRIVATE DRAINAGE EASEMENTS (P.D.E.'S) IDENTIFIED WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN AS PRIVATE DRAINAGE EASEMENTS. THESE EASEMENTS ARE LOCATED ON THE PLATS IDENTIFIED WITHIN THE LIMITS OF THIS ADDITION, AND ARE SUBJECT TO THE CITY OF KERRVILLE'S PRIVATE DRAINAGE EASEMENTS. THE PROPOSED PROPERTY OWNERS ASSOCIATION DRAINAGE EASEMENTS (P.O.A.E.'S) IDENTIFIED WITHIN THE LIMITS OF THIS ADDITION WILL ALSO REMAIN AS PRIVATE DRAINAGE EASEMENTS TO THE LINE AND GRADES SHOWN ON THE PLANS AND ALL TIME WILL BE MAINTAINED BY THE ASSOCIATION. THE CITY OF KERRVILLE WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID P.D.E.'S AND P.O.A.E.'S OR ANY DAMAGE OR INJURY TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM THE FLOW OF WATER ALONG, INTO OR OUT OF SAID P.D.E.'S AND P.O.A.E.'S, OR FOR THE CONTROL OF EROSION.

NO OBSTRUCTION OF THE NATURAL FLOW OF STORM WATER RUN-OFF SHALL BE PERMITTED BY PLACING ON THE CONSTRUCTION OF ANY TYPE OF DIAL, BUILDING, BRIDGE, FENCE, WALKWAY OR ANY OTHER STRUCTURE WITHIN THE DESIGNATED P.D.E.'S OR P.O.A.E.'S UNLESS APPROVED BY THE DIRECTOR OF PUBLIC WORKS. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY OF KERRVILLE TO EXERCISE ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE STREETS OR ALLEYS IN OR ADJACENT TO THE SUBDIVISIONS, THEN, IN SUCH EVENT, THE CITY OF KERRVILLE SHALL HAVE THE RIGHT TO ENTER UPON THE P.D.E.'S AND P.O.A.E.'S AT ANY POINT, OR POINTS, TO EXERCISE, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE P.O.A.E.'S TRAVELING ON THE LINE AND GRADES SHOWN ON THE PLANS AND ALL TIME WILL BE MAINTAINED BY THE ASSOCIATION. THE CITY OF KERRVILLE WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID P.D.E.'S AND P.O.A.E.'S OR ANY DAMAGE OR INJURY TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM THE FLOW OF WATER ALONG, INTO OR OUT OF SAID P.D.E.'S AND P.O.A.E.'S, OR FOR THE CONTROL OF EROSION.

THE P.D.E.'S AND P.O.A.E.'S, AS IN THE CASE OF ALL PRIVATE DRAINAGE EASEMENTS, ARE SUBJECT TO STORM WATER OVERFLOW TO ANY EXTENT WHICH CANNOT BE CLEARLY DETERMINED. THE CITY OF KERRVILLE SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCES OF THESE NATURAL PHENOMENA, OR RESULTING FROM

NOTES:

1. BENCHMARK: SET $\frac{1}{2}$ " REBAR STAKE APPROXIMATELY 22 FT. S60°04'W FROM THE NORTHEAST CORNER OF LOT NO. 21. ELEVATION = 1929.30.
2. THE PRELIMINARY PLAT OF THE HEIGHTS OF KERRVILLE WAS APPROVED BY THE CITY OF KERRVILLE PLANNING AND ZONING COMMISSION ON MARCH 15, 2007.
3. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR KERR COUNTY, TEXAS (REF: MAP NO. 48265C0170 E, MAP DATE: JULY 19, 2000).
4. VERTICAL DATUM IS TIED TO TRIANGULATION STATION "114" (CITY OF KERRVILLE COORDINATE SYSTEM POINT NUMBER 1100).
5. BUILDING SETBACK WILL BE IN ACCORDANCE WITH THE CITY OF KERRVILLE COMPREHENSIVE ZONING ORDINANCE AND ANY APPLICABLE RESTRICTIONS ESTABLISHED BY THE HOMEOWNERS ASSOCIATION.
6. THE RECTANGULAR COORDINATES SHOWN HEREON (COG COORDS) WERE CALCULATED USING THE CITY OF KERRVILLE COORDINATE SYSTEM. THESE COORDINATES ARE FOR THE CITY OF KERRVILLE MAPPING PURPOSES ONLY AND ARE NOT TO BE USED TO REPLACE MISSING CORNERS ON THE GROUND.
7. LOT 59 SHALL BE DESIGNATED AS A DETENTION AREA TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. THE DETENTION AREA EASEMENT WITHIN LOT 31 SHALL BE MAINTAINED BY THE CITY OF KERRVILLE FOR PUBLIC UTILITY RIGHT OF WAY FOR THE PURPOSE OF A WATER BOOSTER STATION.
8. LOT 58 IS HEREBY DEDICATED TO THE CITY OF KERRVILLE FOR PUBLIC UTILITY RIGHT OF WAY FOR THE PURPOSE OF A WATER BOOSTER STATION.
9. LOT 15 IS TO BE RESERVED AS PRIVATE STREET RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT, AND EMERGENCY ACCESS EASEMENTS. LOT 15 WILL REMAIN PROPERTY OF THE HEIGHTS OF KERRVILLE, L.P. AND MAINTENANCE OF SAID LOTS WILL BE THE RESPONSIBILITY OF THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION.
10. UNLESS OTHERWISE NOTED ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET $\frac{1}{2}$ " IRON ROD WITH A RED "MATTIN-HOOVER ENG." PLASTIC CAP.

NO OBSTRUCTION OF THE NATURAL FLOW OF STORM WATER RUN-OFF SHALL BE PERMITTED BY FILLING OR THE CONSTRUCTION OF ANY TYPE OF DAM, BUILDING, BRIDGE, FENCE, WALKWAY OR ANY OTHER STRUCTURE WITHIN THE DESIGNATED D.E.'S OR P.O.A.D.E.'S UNLESS APPROVED BY THE DIRECTOR OF PUBLIC WORKS. HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY OF KERRVILLE TO ERECT ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE STREETS OR ALLEYS IN OR UPON THE D.E.'S AND P.O.A.D.E.'S AT ANY POINT, OR POINTS, TO ERECT CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES, EACH PROPERTY OWNER SHALL KEEP THE P.O.A.D.E.'S TRAVERSING OR ADJACENT TO HIS PROPERTY CLEAN AND FREE OF DEBRIS, SILT AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR BLOCKAGE OF THE DRAINAGE. THE CITY OF KERRVILLE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNERS AND THE ASSOCIATION, AND TO ATEULATE ANY UNDESIRABLE CONDITIONS, WHICH MAY OCCUR.

THE P.O.A.D.E.'S AND P.O.A.D.E.'S, AS IN THE CASE OF ALL PRIVATE DRAINAGE EASEMENTS, ARE SUBJECT TO STORM WATER OVERFLOW TO ANY EXTENT WHICH CANNOT BE CLEARLY DENIED. THE CITY OF KERRVILLE SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCES OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES, WITHIN THE P.O.A.D.E.'S OR P.O.A.D.E.'S OR SUBDIVISION STORM DRAINAGE SYSTEM.

THE P.O.A.D.E.'S AND P.O.A.D.E.'S IDENTIFIED IN THIS PLAT SHOW THE P.O.A.D.E.'S SERVING THIS SUBDIVISION.

DETENTION AREA EASEMENT

THIS PLAT IS APPROVED BY THE CITY OF KERRVILLE AND ACCEPTED BY THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION, SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION, THEIR HEIRS, GRANTEES, SUCCESSORS, AND ASSIGNS:

THE PROPOSED DETENTION AREAS WITHIN THE LIMITS OF THIS ADDITION WILL REMAIN AS DETENTION AREAS TO THE LINE AND GRADE SHOWN ON THE PLANS AT ALL TIMES AND WILL BE MAINTAINED BY THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION. THE CITY OF KERRVILLE WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DETENTION AREAS OR ANY DAMAGE OR INJURY TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM THE FLOW OF WATER ALONG, INTO OR OUT OF SAID DETENTION AREAS, OR FOR THE CONTROL OF EROSION.

NO OBSTRUCTION TO THE NATURAL FLOW OF STORM WATER RUN-OFF SHALL BE PERMITTED BY FILLING OR CONSTRUCTION OF ANY TYPE OF DAM, BUILDING, BRIDGE, FENCE, WALKWAY OR ANY OTHER STRUCTURE WITHIN THE DESIGNATED DETENTION AREAS, AS HEREINFTER DENIED IN LOTS 31 AND 58, UNLESS APPROVED BY THE DIRECTOR OF PUBLIC WORKS. HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY OF KERRVILLE TO ERECT ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE STREETS AND ALLEYS IN OR ADJACENT TO THE SUBDIVISIONS, THEN, IN SUCH EVENT, THE CITY OF KERRVILLE SHALL HAVE THE RIGHT TO ENTER UPON THE DETENTION AREAS AT ANY POINT, OR POINTS, TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION SHALL KEEP THE DETENTION AREAS WITHIN THIS ADDITION CLEAN AND FREE OF DEBRIS, SILT AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR BLOCKAGE OF THE DRAINAGE. THE CITY OF KERRVILLE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION, AND TO ATEULATE ANY UNDESIRABLE CONDITIONS, WHICH MAY OCCUR.

THE DETENTION AREAS IN THIS ADDITION, AS IN THE CASE OF ALL DETENTION AREAS, ARE SUBJECT TO STORM WATER OVERFLOW TO AN EXTENT WHICH CANNOT BE CLEARLY DENIED. THE CITY OF KERRVILLE SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCES OF THESE NATURAL PHENOMENA, NOR RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES, WITHIN THE DETENTION AREAS OR SUBDIVISION STORM DRAINAGE SYSTEM.

THE DETENTION AREA EASEMENT(S) IDENTIFIED ON THIS PLAT SHOWS THE DETENTION AREAS SERVING THIS ADDITION.

ZONING ORDINANCE AND ANY APPLICABLE RESTRICTIONS ESTABLISHED BY THE PLANNING AND ZONING ASSOCIATION.

6. THE RECTANGULAR COORDINATES SHOWN HEREON (COK CORNERS) WERE CALCULATED USING THE CITY OF KERRVILLE COORDINATE SYSTEM. THESE COORDINATES ARE FOR THE CITY OF KERRVILLE COORDINATE SYSTEM ONLY AND ARE NOT TO BE USED TO REPLACE MISSING CORNERS ON THE GROUND.

7. LOT 59 SHALL BE DESIGNATED AS A DETENTION AREA TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. THE DETENTION AREA EASEMENT WITHIN LOT 31 SHALL BE MAINTAINED BY THE CITY OF KERRVILLE.

8. LOT 58 IS HEREBY DEDICATED TO THE CITY OF KERRVILLE FOR PUBLIC UTILITY RIGHT OF WAY FOR THE PURPOSE OF A WATER BOOSTER STATION.

9. LOT 15 IS TO BE RESERVED AS PRIVATE STREET RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT, AND EASEMENT ACCESS EASEMENTS. LOT 15 WILL REMAIN PROPERTY OF THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION. SAID LOTS WILL BE THE RESPONSIBILITY OF THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION.

10. UNLESS OTHERWISE NOTED ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1" IRON ROD WITH A RED "WATKIN-HOOVER ENG." PLASTIC CAP

11. ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE AND HAVE NOT BEEN FIELD LOCATED BY THIS PLAT.

12. THE EXISTING 40 FT WIDE ROAD EASEMENT RECORDED IN VOLUME 943, PAGE 723 OF THE KERR COUNTY OFFICIAL PUBLIC RECORDS SHALL ALSO BE DEDICATED TO THE CITY OF KERRVILLE FOR ACCESS AND PUBLIC UTILITY RIGHT-OF-WAY FOR THE PURPOSE OF ACCESSING AND TRANSMITTING PUBLIC WATER AND UNDERGROUND ELECTRICITY TO AND FROM THE CITY OF KERRVILLE WELL SITE EASEMENT.

13. THE CITY OF KERRVILLE WELL SITE EASEMENT IS HEREBY DEDICATED TO THE CITY OF KERRVILLE FOR ACCESS AND PUBLIC UTILITY RIGHT-OF-WAY FOR THE PURPOSE OF ACCESSING AND TRANSMITTING PUBLIC WATER AND UNDERGROUND ELECTRICITY TO AND FROM THE CITY OF KERRVILLE WELL SITE EASEMENT.

14. THE CITY OF KERRVILLE 156 FT SANITARY CONTROL EASEMENT IS HEREBY DEDICATED TO THE CITY OF KERRVILLE FOR THE PURPOSE OF RESTRICTING OSEFFS WITH IN ITS LIMITS AND CONFORMING WITH T.C.E.O. REGULATIONS.

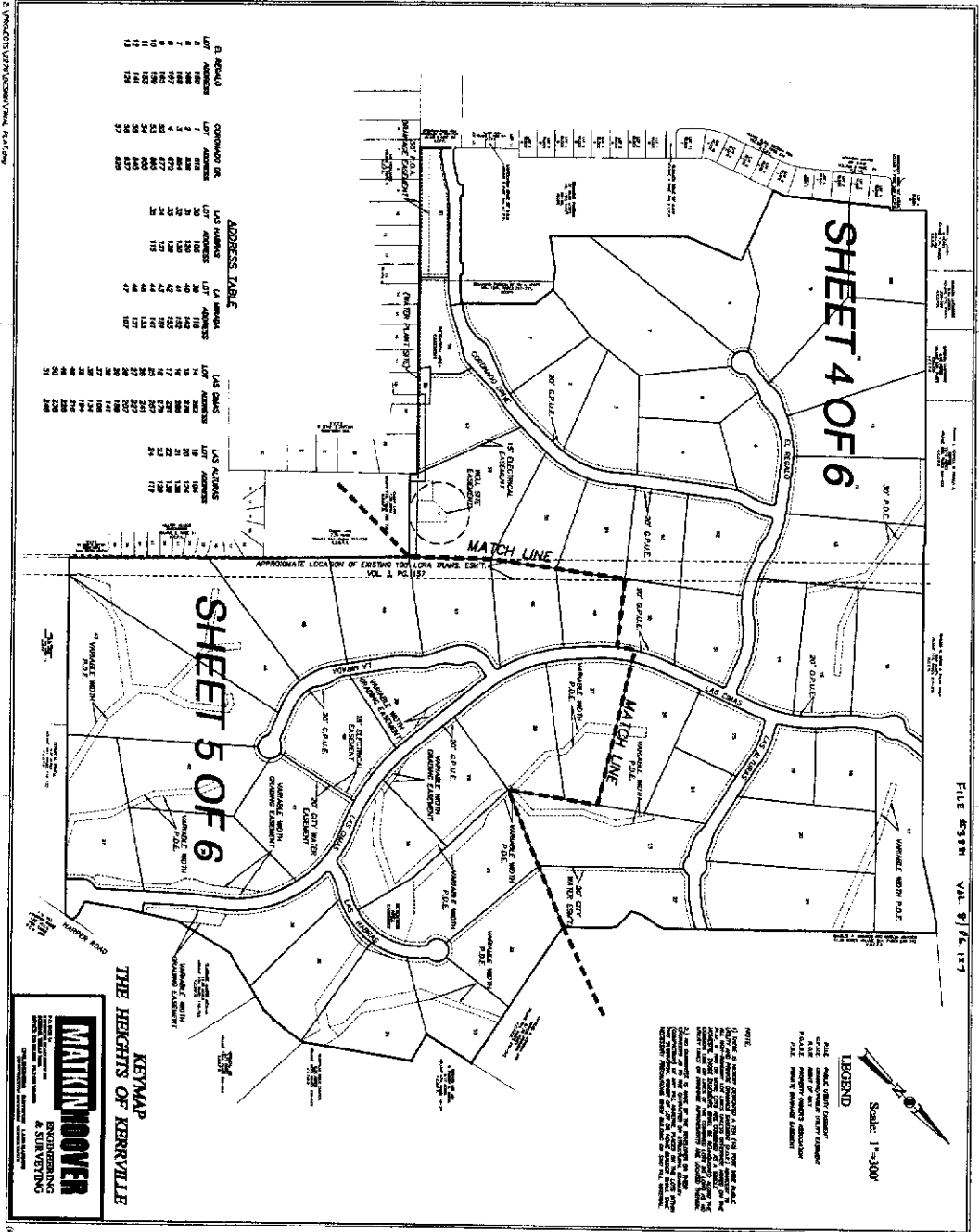
15. ALL DRAINAGE FACILITIES, EXCLUDING PRIVATE DRAINAGE EASEMENTS (P.D.E.'S) WITHIN THIS ADDITION SHALL BE MAINTAINED BY THE HEIGHTS OF KERRVILLE PROPERTY OWNERS ASSOCIATION. THE RESTRICTIVE COVENANTS RECORDED WHICH APPLY TO THE HEIGHTS OF KERRVILLE.

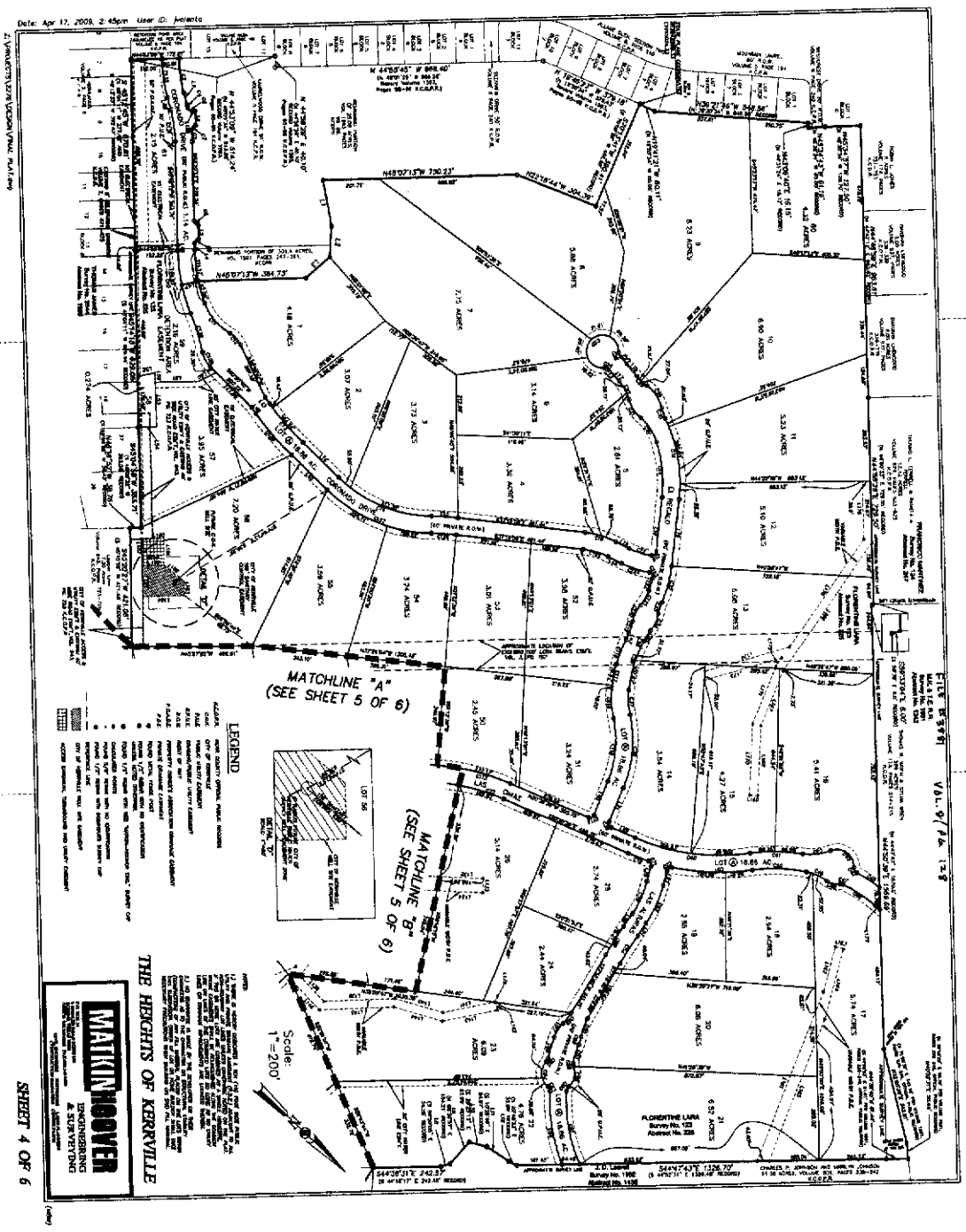
16. UNLESS OTHERWISE NOTED ALL RECORD COURSES AND DISTANCES ARE TAKEN FROM VOLUME 1591, PAGES 247-261, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS.

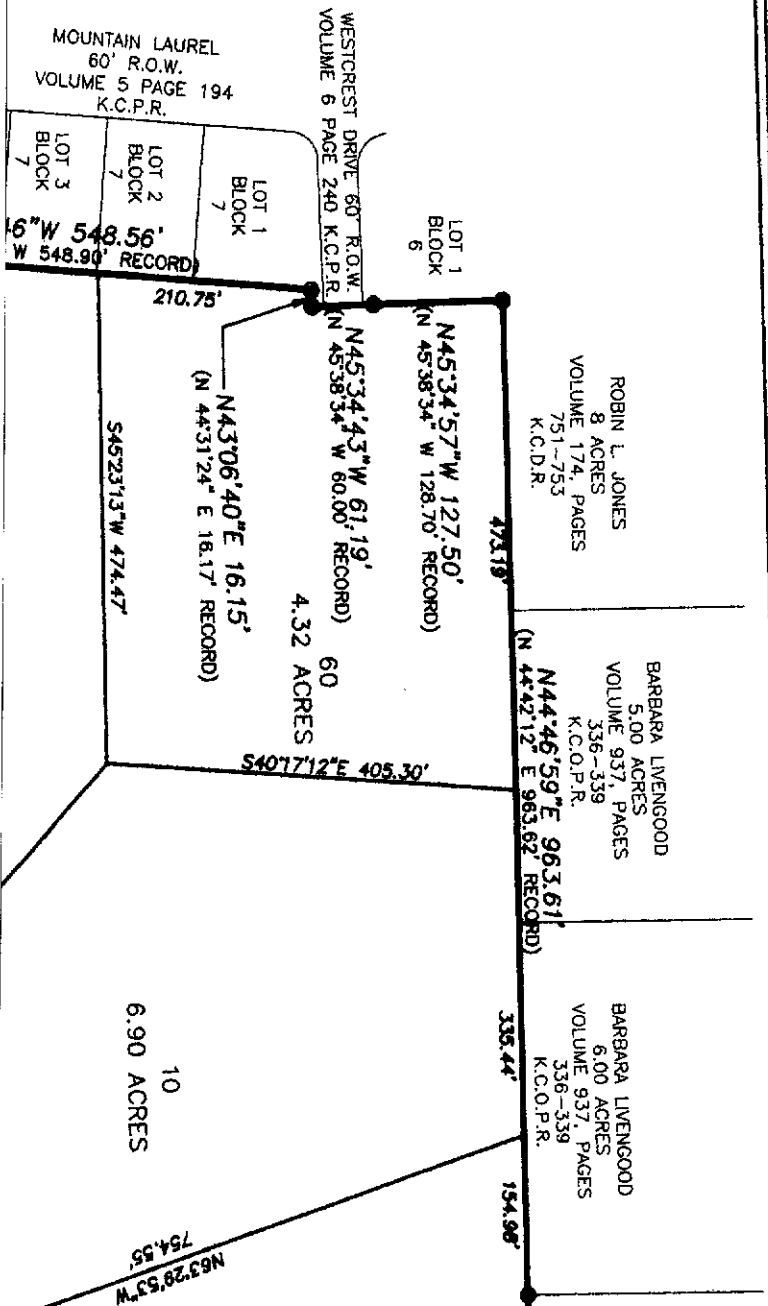
17. PARCEL AND DEDICATION FEES WERE PAID FOR THIS DEVELOPMENT ON MARCH 11, 2009.

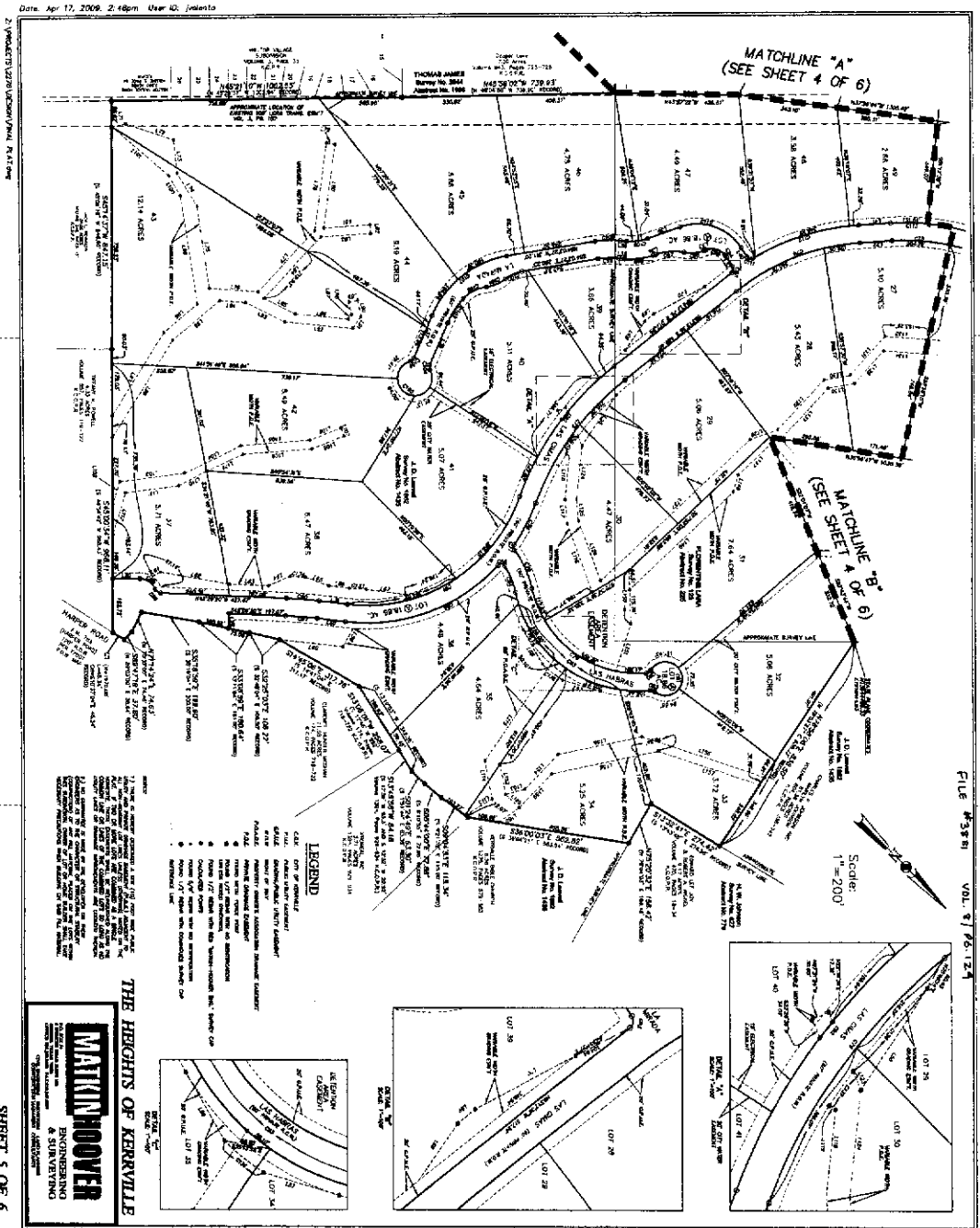
18. LOT 81 SHALL NOT BE DEVELOPED UNTIL SUCH TIME AS CITY SENIOR SERVICE IS MADE AVAILABLE.











SHEET 5 OF 6

[illegible]

Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29	Q30	Q31	Q32	Q33	Q34	Q35	Q36	Q37	Q38	Q39	Q40	Q41	Q42	Q43	Q44	Q45	Q46	Q47	Q48	Q49	Q50	Q51	Q52	Q53	Q54	Q55	Q56	Q57	Q58	Q59	Q60	Q61	Q62	Q63	Q64	Q65	Q66	Q67	Q68	Q69	Q70	Q71	Q72	Q73	Q74	Q75	Q76	Q77	Q78	Q79	Q80	Q81	Q82	Q83	Q84	Q85	Q86	Q87	Q88	Q89	Q90	Q91	Q92	Q93	Q94	Q95	Q96	Q97	Q98	Q99	Q100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200

THE HEIGHTS OF KERVILLE



NOTES:

- L1-L8: C1 = PROPERTY LINE
L13-L49: C2-C132 = STREET RIGHT OF WAY
L50-L54 = LOT LINES
L55-L70: C133-C137 = GRADING EASEMENT
L145-L251 = DRAINAGE EASEMENT
L152-L158 = WELL SITE EASEMENT
L289-L262 = WATER LINE EASEMENT
- 1.) THERE IS HEREBY DEDICATED A TEN (10) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOMESITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
- 2.) NO GUARANTEE IS MADE BY THE DEVELOPER OR THEIR ENGINEERS AS TO THE CHARACTER OR STRUCTURAL STABILITY (COMPACTION) OF ANY FILL MATERIAL PLACED ON THE LOTS WITHIN THIS SUBDIVISION. OWNER OF LOT OR HOME BUILDER SHALL TAKE NECESSARY PRECAUTIONS WHEN BUILDING ON SAID FILL MATERIAL.

THE HEIGHTS OF KERRY

MATKINHOVE

P.O. BOX 54
8 SPRINGER ROAD SUITE 100
BOZMAN, TEXAS 7806
OFFICE (803) 966-0000 FAX (803) 966-0099

ENGINEERS
& SURVEYORS
CIVIL, ENGINEERS, SURVEYORS, LAND PLANNERS
CONSTRUCTION MANAGERS, CONSULTANTS

SHEET 6 OF 6

14-03081

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HEIGHTS OF KERRVILLE

This Declaration of Covenants, Conditions and Restrictions is made and entered into the undersigned (collectively, "Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in Kerr County, Texas, which is a subdivision in Kerr County, Texas, per the plat recorded in Volume 8, Page 125, Plat Records, Kerr County, Texas ("Plat").

B. Declarant has devised a general plan of development for the real property described on the Plat which provides a common scheme of development designed to protect and preserve the character and natural beauty of such real property over a long period of time.

C. This general plan will benefit said real property in general and the parcel or tracts therein, the Declarant and each successive owner of an interest in such real property.

D. Therefore the Declarant desires to restrict such real property according to these covenants, conditions and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the real property specified in the Plat, except Lots 58, 60 and 61 on the Plat, ("Property"), subject to the provisions of paragraph 6.6, shall be held, sold, occupied, transferred and conveyed subject to the following easements, restrictions, covenants, charges, liens and conditions (collectively, these "Restrictions" or this "Declaration").

ARTICLE 1

Definitions

1.1 "Declarant" shall mean the undersigned and any assignee or successor thereof as set forth in writing specifying transfer of Declarant's rights hereunder and recorded by the undersigned; excluding any transfer of a Parcel or Tract to an Owner.

1.2 "Parcel" or "Tract" shall mean each lot, tract, parcel and portion of the Property as shown, described and established by the Plat of the Property referenced herein.

1.3 "Owner" shall mean the record owner or owners of the fee simple title to any Tract or Parcel in the Property. Even if there are several owners of a Tract the term "Owners" shall mean all of such owners of such Tract. Owner shall not include any lienholder, secured party, mortgagee, lessee, invitee or guest, but even though an Owner may lease a Tract or permit invitees or guests, and may delegate to each tenant, invitee or guest, the right and easement of use and enjoyment in and to the Roads, such parties and such use and enjoyment by such parties shall be subject to, and as provided in, the provisions of this Declaration, and any lease shall be provided to the Association, shall provide that the terms thereof shall be subject in all respects to the provisions of this Declaration and any failure by the lessee, invitee or guest to comply with the terms and provisions of this Declaration shall be and constitute

a default under such lease or agreement and shall be a violation of this Declaration with the same consequences as if such Owner delegating such right and easement had violated the same.

1.4 "Association" shall mean an incorporated association formed under the name The Heights of Kerrville Homeowners Association, a non-profit corporation formed under the Business Organization Code of the State of Texas. Each Owner of a Parcel or Tract shall become a Member of the Association contemporaneously with acquiring a Parcel or Tract, without any further documentation of any kind.

1.5 "Member" shall mean an Owner.

1.6 "Board" shall mean the Board of Directors of the Association.

1.7 "Residence" shall mean a detached building designed for and used as a dwelling by a single family and constructed on one or more Tracts.

1.8 "Roads" shall mean the common areas designated by Declarant and/or on the Plat of the Property, which shall include Lots A and 59 on the Plat and the roads and easements for ingress and egress established, described, shown and created by and on the Plat of the Property, and each Owner, and such Owners' tenants, guests and invitees, shall have the right and easement of use and enjoyment in and to the Roads in common with other Owners and Declarant, and their guests, tenants and invitees, which right and easement shall be appurtenant to such Owner's Tract, provided that the Roads shall be private (with security and access controlled by the Association). The Roads have been transferred by Declarant to the Association.

1.9 "Single Family" shall mean a group of individuals related by blood, adoption or marriage or a number of unrelated roommates not exceeding the number of bedrooms in the Residence.

1.10 "Owner's Approval" shall mean a fifty-one percent (51%) of the votes to be cast of Members at a meeting of Members duly called and at which a quorum of Members shall be present in person or by proxy subject to and as limited by applicable law, as amended.

ARTICLE 2

Architectural Control Committee

2.1 Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three (3) persons which shall serve at the pleasure of Declarant. After Declarant has conveyed to third parties all of the Tracts in the Property, the Architectural Control Committee shall serve at the pleasure of the Board. Members of the Board may serve on the Architectural Control Committee.

2.2 The Architectural Control Committee must review and approve in writing the construction of any building, fence or other structure and any exterior addition, change, or alteration in any building, fence or other structure and the term "structure" as used in this Declaration means any improvement on a Tract including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

2.3 To obtain approval to do any of the work described in paragraph 2.2 immediately above, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work, which plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work.

2.4 The Architectural Control Committee shall review applications for proposed work in order to (i) ensure conformity of the proposal with these Restrictions, and (ii) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Architectural Control Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Architectural Control Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

2.5 If the Architectural Control Committee fails either to approve or reject an application for proposed work within sixty (60) days after submission, then the Architectural Control Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

2.6 The members of the Architectural Control Committee shall not be entitled to compensation for, nor liable for damages, claims or causes of action arising out of, services performed pursuant to these Restrictions. Any two members of the Architectural Control Committee may approve or disapprove any matter before the Architectural Control Committee. The Architectural Control Committee may for good cause shown approve variances as to any of these Restrictions but such variance shall require approval of a majority of the members of the Architectural Control Committee. The determination and decision by the Architectural Control Committee as to whether a variance should be granted shall be final and binding on all Owners, and neither the Architectural Control Committee nor any of its members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Architectural Control Committee may consider in granting or denying any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use and structures on surrounding areas, and the effect, if any, of the variance on the appearance of the completed structure. The Architectural Control Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend this Declaration, or any provisions hereof nor shall it be a variance as to any other property or situation.

ARTICLE 3

Exterior Maintenance/Roads/Assessments

3.1 If any Owner of any Tract or Parcel fails to maintain the Tract or Parcel in a neat and orderly manner, the Declarant or the Association shall have the right, through its agents and employees, to enter the Tract or Parcel in order to repair, maintain, and restore the Tract or Parcel, including landscaping, and the exterior of any building and other improvements located on the Tract or Parcel, all at the expense of the Owner. Such expense shall be an assessment ("Maintenance Assessment") against such Owner and such Owner's Tract(s) to the same extent as provided in this Article 3 for other assessments.

3.2 The Declarant has dedicated and created the Roads, as private roads, under and by the Plat and upon the sale and transfer of the first Tract Declarant will convey the Roads to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Kerr County, Texas.

3.3 The Roads shall be jointly used by the Owners and the Association for roadways, walkways, ingress and egress, for driveway purposes, and for the convenience and comfort of guests, invitees and tenants of the Owners and occupants of the Property and as such shall be private roads, not dedicated to the public; provided, that the Declarant may grant an easement for use of the Roads as access thoroughfare to or from properties contiguous or adjacent to the Property. Persons using the Roads in accordance with this Declaration shall not be charged any fee for such use. The Roads shall be used with reason and judgment so as not to interfere with the primary purpose of the Roads. The foregoing shall not

be construed as forbidding the granting of appropriate and proper easements for installation, repair and replacement of utilities and other proper services necessary for the orderly development and occupancy of the Property and improvements on the Property.

3.4

- A. The Roads shall be owned and held subject to the terms hereof and shall be maintained in good condition and repair, said maintenance to include without limiting the generality of the foregoing, the following:
- i. Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability,
 - ii. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition,
 - iii. Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines,
 - iv. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as may be or have been installed by Declarant, if any, or otherwise authorized by the Association,
 - v. Maintaining the front gate in a good condition and state of repair, and
 - vi. Maintaining all landscaping areas and making such replacements of shrubs and other landscaping as is necessary.
- All portions of the Roads shall be maintained as outlined above at the expense of the Association; provided that the Owners, as Members of the Association shall pay assessments for, and shall share in, such expenses on an equal basis, i.e., divided equally among the Owners based upon the number of Tracts owned ("Prorata Share" per Tract). The initial assessment ("Initial Assessment") shall be established by Declarant at the time of conveyance of the Roads to the Association. The assessments provided for herein shall commence as to all Tracts on the first day of the month following conveyance of the Roads and shall be payable in equal installments, in advance, on the first day of each month. A change in the assessments of more than twenty percent (20%) over the Initial Assessment shall require Owner Approval.
- B. The arrangement, improvement and location of the Roads shall not be changed except by Owner Approval at an annual or special meeting held as provided in paragraph 3.4.A above. By Owner Approval a third party may be appointed as an agent to maintain the Roads in a manner as above outlined and such third party may receive for such agency a fee to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the Owners through the Association.
- C. Each Owner hereby covenants and agrees and shall be deemed to covenant and agree to pay such maintenance assessments and charges for the improvement, repair and maintenance of the Roads, and as may be fixed, established and collected from time to time pursuant to the provisions hereof. The assessments, together with such interest thereon and costs of

collection, shall be a continuing lien upon the Tract owned by each Owner against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person or persons who owned such Tract at the time when the assessment fell due.

- D. Subject to Owner Approval the Board shall make an estimate of the net charges and maintenance expenses to be paid during subsequent years including a portion of anticipated repair and maintenance costs in the future (the "Estimated Cash Requirement"). The Estimated Cash Requirement shall be submitted to the Owners at a meeting of Members of the Association and upon Owner Approval shall be assessed to each Owner according to the Pro Rata Share of such Owner. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, a further assessment may be assessed ("Special Assessment") which shall be assessed to the Owner's in the same manner as the Estimated Cash Requirement. Each Owner shall be obligated to pay assessments made pursuant to this paragraph. All funds collected hereunder shall be expended for the purposes designated herein. The time and place for payment of assessments shall be established by the Board. There is created by recordation of this Declaration a present and continuing lien upon each Tract or Parcel to secure the payment of all assessments levied pursuant to the terms hereof, including each Owner's Pro Rata Share of the Estimated Cash Requirement, any Maintenance Assessment and Special Assessment. Each assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed. Any delinquent assessment shall, after thirty (30) days' delinquency, bear interest from original due date at the rate of ten percent (10%) per annum. In the event of a default or defaults in payment of any assessment or assessments, and in addition to any other remedies herein or by law provided, any non-defaulting Owner may enforce each such obligation as follows:
- (i) By suit or suits at law by the Association to enforce each assessment obligation against the Owner personally obligated to pay the assessment and/or to foreclose the lien against the Tract(s); each such action to be authorized by the Board and any judgment rendered in any such action to include a sum for reasonable attorneys' fees, together with the costs of such action.
 - (ii) At any time an Owner is in default in paying such assessments, the Board may give a notice to the defaulting Owner, which notice shall state the date of the delinquency and the amount of the delinquency, and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the notice of assessment may be recorded against the Tract(s) of such delinquent Owner. Such notice of assessment shall state (1) the name of the record Owner, (2) a description of the Tract(s) against which the assessment is made, (3) the amount claimed to be due and owing, (4) that the notice of assessment is made pursuant to the terms of this Declaration (giving the date of execution and the date, book and page references of the recording hereof in the County of Kerr), and (5) that a lien is claimed against the described Tract(s) in an amount equal to the amount of the stated delinquency. The lien herein specified shall attach to such delinquent Owner's Tract(s). Each default shall constitute a separate basis for a notice of assessment or a lien. Any such lien may be enforced by action in court and attorneys' fees shall be payable in connection therewith.
 - (iii) The delinquent Owner will pay expenses which may be incurred by the Association and any non-defaulting Owner, in enforcing the terms hereof, or in

any suit to which they may become a party where this Declaration is in any manner involved and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt. In connection with a nonjudicial foreclosure, the delinquent Owner will pay attorney's fees to the extent permitted by applicable law.

3.5 The Association shall obtain public liability insurance with limits determined by the Association, but in no event less than \$3 million.

3.6 Each and every charge or burden imposed or that may be imposed upon the Tracts or Parcel pursuant to any provision of this Declaration is, and shall at all times be, senior and prior to the lien or charge of any mortgage or deed of trust affecting any Tract or Parcel or any part thereof, or any improvements now or hereafter placed thereon except as provided in paragraph 3.11 in this Article; but a breach of any of the covenants or conditions hereof shall not defeat or render invalid the lien or charge of any such mortgage or deed of trust.

3.7 If any Owner shall sell or transfer or otherwise terminate his interest as owner in a Tract, then from and after the effective date of such sale, transfer or termination of interest, such party as the case may be shall be released and discharged from any and all personal obligations, responsibilities and liabilities under this Declaration as to such Tract, except those which have already accrued as of such date.

3.8 It is expressly understood that the parties are not dedicating the Roads for use by the general public, but only for the Owners.

3.9 Declarant, for each Tract owned by it within the Property, hereby covenants and agrees, and each purchaser of any Tract by acceptance of a deed therefor, whether or not it be deemed to covenant and agree, to pay to the Association the assessments and charges specified in this Declaration.

3.10 Written notice of the assessment shall be delivered or mailed to every Owner subject thereto.

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

3.12 The omission of the Board, before the expiration of any year, to give notice of the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, for that or any subsequent year, but the assessment shall continue until notice is given.

ARTICLE 4

Use Restrictions and Architectural Standards

4.1 All Tracts and Parcels shall be used exclusively for one (1) Single Family, as herein defined, Residence, as herein defined, and the other associated uses permitted hereunder.

4.2 All Tracts shall be maintained in a neat and orderly manner.

4.3 No helicopters, trailers, boats, recreational vehicles (RVs), campers, buses or large trucks shall be parked on any Road, nor located on any Tract; provided that RVs, campers or boats, may, if approved by Architectural Control Committee be kept in garages or barns which are approved by the Architectural Control Committee.

4.4 No professional, business or commercial activity to which the general public is invited shall be conducted on any Tract or Parcel.

4.5 No church or other place of worship shall be erected on the Property.

4.6 No building shall be erected on any Tract other than a Single Family Residence and a guest home, a detached garage and such appurtenant structures as may be approved from time to time by the Architectural Control Committee, and the foregoing shall be constructed within the periods specified in a separate agreement entered into by Declarant with an Owner, as amended. No garages or barns shall face the Roads. Any garage, guest house, appurtenant structure and barn shall be located on a Tract and face as approved by, and subject to the approval of, the Architectural Control Committee. All buildings and other structures shall be of new construction. In no event shall any prefabricated buildings, mobile home, modular home, or existing residences or garages be moved onto any Tract. Modular homes, manufactured homes, manufactured housing, house trailers and mobile homes shall be prohibited.

4.7 No guest home shall be constructed prior to the construction of the main residential dwelling. No leases shall be permitted unless approved by the Board of the Association or a hardship of the Owner. No bed and breakfast or vacation rentals shall be permitted.

4.8 The main residential dwelling constructed on any Tract must have an air conditioned and heated ground floor area of not less than 2400 square feet, exclusive of open or screened porches, terraces, patios, driveways, enclosed swimming pools, carports, and garages. The exterior construction of any building must be completed within one year from the date of commencement of the construction. The exterior building design shall be as approved by the Architectural Control Committee and all exterior colors, textures, and materials must be compatible not only with this specified design motif, but also with adjacent and surrounding Tracts and the over-all appearance of the Property. The exterior walls of all residential buildings shall be constructed with brick, masonry, rock, or stucco for at least 90% of the total exterior wall area or other materials as may be approved by the Architectural Control Committee, in its sole discretion. Wall materials used on all Tracts shall be restricted to those types and colors approved by the Architectural Control Committee. The surface of all roofs of principal and secondary structures including garages, guest houses, and barns shall be of slate, stone, standing seam metal, concrete tile, clay tile or other tile of a ceramic nature or they may be of a metal of a style and design and color approved by the Architectural Control Committee. All asphalt, wood-shingle and/or built-up roofs are strictly prohibited. Roofs that in the Architectural Control Committee's opinion reflect light in a manner so as to make the roof "shiny" are prohibited.

4.9 No structure, walls, fences or hedges shall be built in front of the Residence or closer to any perimeter property line of any Tract or Parcel than the setback set forth on the Plat of the Property. Fences, walls and hedges shall not enclose more than twenty percent (20%) of the area of any Tract or

Parcel and shall be otherwise located thereon around the Residence, as approved by the Architectural Control Committee, and shall be constructed of materials approved by Architectural Control Committee.

4.10 No Parcel or Tract may be subdivided. If multiple Parcels or Tracts are used as one building site for one residence such Parcels and Tracts may be consolidated for such purpose and the restrictions set forth herein shall be applicable to one consolidated site and shall be varied to permit such consolidation.

4.11 No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to other Owners within the Property.

4.12 No signs of any type, except onsite sale signs for that Tract, shall be allowed on any Tract which can be seen from the Roads and all signs shall have been approved by the Architectural Control Committee or comply with sign criteria adopted by such Committee.

4.13 No oil well drilling, development, or refining and no mineral quarrying or mining operations of any kind shall be permitted on any Tract.

4.14 No Tract shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash or garbage. Leaves, brush or other debris may be burned only in a safe and proper manner and in accordance with the rules and regulations promulgated from time to time by the Architectural Control Committee.

4.15 In the interest of public health and sanitation, and so that the above-described Property and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wild life, and other public uses of such property, no Tract or Parcel may be used for any purpose that would result in the pollution of any waterway that flows through or adjacent to such Tract or Parcel by refuse, sewage, or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

4.16 The raising or keeping of livestock, cattle, sheep, goats, horses, swine or hogs on the Property is prohibited. Domestic pets may be kept on the Property provided that the same are maintained within an approved enclosure or controlled on a leash or similar-restraint.

4.17 Hunting shall not be permitted.

4.18 Berms, dams, other impoundment structures, low water bridge crossings and the like may be constructed provided the same permit the reasonable flow of water in creeks or streams on the Property and provided the same comply with all applicable governmental laws and regulations, if any, or as approved by Architectural Control Committee.

4.19 After the completion of construction of the Residence on a Tract the Owner of such Tract shall construct a concrete or asphalt driveway from the Roads or as approved by the Architectural Control Committee.

4.20 No chain link or barbed wire fences shall be erected on any Tract. All fencing shall be in compliance with paragraph 4.9 and shall be approved by the Architectural Control Committee. Fences shall not exceed six (6) feet and will only be permitted as provided in this paragraph 4.20 and in paragraph 4.9.

4.21 Interior access gates to a Tract shall be allowed and all materials, designs and styles shall be compatible with the overall appearance of the Property and shall be approved by Architectural Control Committee.

4.22 No mercury or sodium vapor security lights shall be allowed. No dusk until dawn lighting shall be allowed. All exterior landscape and decorative lighting shall be approved by Architectural Control Committee. Nothing shall be done in any part of the Property, nor shall any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Architectural Control Committee, may be or become an unreasonable annoyance or nuisance to the other Owners. Said Architectural Control Committee's decision as to all such matters shall be conclusive and binding on all parties.

4.23 No cellular or commercial towers shall be located on, nor constructed on the Property.

4.24 Except for temporary service poles during construction no electricity poles or lines shall be erected along the Roads on the Property and no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property whether upon individual Tracts, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities shall be buried underground unless otherwise required by a public utility. All utility meters, equipment air conditioning compressors and similar items must be visually screened and located in areas designated by the Architectural Control Committee. Wind energy and solar shall be permitted only upon approval of, and if approved by, the Architectural Control Committee as to appearance, size and location.

4.25 No antenna shall be greater than ten (10) feet above a roof, nor shall any antenna be visible from any roadway.

4.26 No Residence shall exceed forty (40) feet in height measured from finished grade to the highest point of the roof peak and shall not be more than two (2) stories as seen from the Roads.

4.27 No Residence shall be constructed next to or directly across the street from a Residence with the same front exterior design. The Architectural Control Committee shall have the right to not approve plans for construction of a Residence with a front exterior design that it deems, in its sole judgment, to be the same as a Residence located next to or across the street from the proposed Residence.

4.28 Each Residence erected on any Tract shall provide garage space for a minimum of two (2) conventional automobiles.

4.29 All retaining walls shall be constructed of stone, brick or other masonry material as approved by the Architectural Control Committee.

4.30 All clearing, excavation and alteration of any Tract shall be limited to that which is necessary for construction of the Residence on such Tract, as determined by, and subject to the standards and requirements of, the Architectural Control Committee.

ARTICLE 5

Creation

5.1 The Owners shall be Members of the Association. Each Owner of a Tract or Parcel, including Declarant, shall automatically be a Member of the Association. Association membership shall be appurtenant to ownership of a Tract or Parcel.

Transfer of Membership

5.2 Association membership shall only be transferred upon the conveyance of a Tract or Parcel in fee by an Owner and membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a transfer prohibited hereby shall be void.

Management of Association

5.3 The Association may be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and Bylaws, subject to the provisions of this Declaration.

Membership Voting

5.4 The Association shall have one class of voting membership and each Owner and Declarant, subject to and with the exception of the rights of Declarant provided in this Declaration, shall be entitled to one (1) vote for each Tract owned. When more than one person or entity holds an interest in any Tract or Parcel, all such persons or entities shall be Members.

Membership Meetings

5.5 There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of three (3) or more directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership. Quorum and notice requirements for the Association meetings shall be as set forth in the Bylaws of the Association. Notwithstanding any contrary provision contained herein or in the Bylaws of the Association, until the Declarant has conveyed all of the Tracts within the Property to third parties Declarant shall appoint the Directors who need not be Members of the Association and the officers of the Association, who need not be Members of the Association.

ARTICLE 6

General Provisions

6.1 The Declarant or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all of these Restrictions. The Board may adopt rules that do not conflict with law or the other governing documents. On request, Owner will be provided a copy of any rules. If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent assessments, foreclosing the Association's lien and enforcing this Declaration or any governing documents. The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of this Declaration or any governing documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of this Declaration or

any governing documents. The Association may access an Owner's Tract to remedy a violation of this Declaration or any governing documents. If an Owner violates this Declaration or any governing documents, the Association may suspend the Owner's rights under this Declaration or any of the governing documents in accordance with law and impose fines until the violation is cured. Failure to enforce any of the Restrictions shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

6.2 Invalidity of any one of these Restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

6.3 These Restrictions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These Restrictions shall be for the benefit of the Property, each Tract or Parcel, and each Tract or Parcel Owner.

6.4 These Restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period these Restrictions shall be automatically extended for successive periods of ten (10) years unless terminated by the Owners of all of the Tracts within the Property in writing; provided however, Declarant shall have and hereby reserves the right, at any time and from time to time, before it has conveyed to third parties 85% of the Tracts within the Property to appoint a majority of the Board of the Association, to approve any amendment of this Declaration or the Bylaws of the Association and without joinder or consent of any Owner or other party, to amend this Declaration, by an instrument in writing, duly executed and acknowledged by Declarant only, and recorded in the office of the County Clerk of Kerr County, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein and / or to amend any of the Restrictions, as determined solely by Declarant, in its sole discretion to be deemed necessary or appropriate for the benefit of the overall development. These Restrictions and this Declaration may be amended by 67% of the votes of the Members and Owners at a meeting of the Association held in accordance with the provisions of the Bylaws of the Association and this Declaration, subject to the provisions and requirements of this Declaration regarding amendments and Declarant rights. Neither any amendment nor any termination shall be effective until recorded in the Real Property Records of Kerr County, Texas, and all requisite governmental approvals have been obtained.

6.5 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

6.6 The Property shall include and there shall be added to the Property any additional real property owned by Declarant as long as such additional real property is:

- (i) contiguous or adjacent to the real property herein described or to any real property contiguous or adjacent to such additional real property; and
- (ii) to be subdivided by Declarant, its successors or assigns, pursuant to a plat filed of record in Kerr County, Texas, indicating that such additional property will constitute an addition to this Declaration and the Property subject hereto; and
- (iii) to be developed by Declarant in a manner consistent with the concept contemplated by this Declaration.

Such additional real property may become subject to this Declaration by Declarant who may, without the consent of any Owner, which consent is expressly waived by each Owner, at any time and

from time to time, add to this Declaration and to the concept hereof any such property which it presently owns or which it may hereafter own, by filing of record a supplement to this Declaration, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such additional real property; provided, however, that such supplement may contain such complementary additions and modifications of the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such supplement modify or add to the covenants established by this Declaration. Declarant may make any such addition even though at the time such addition is made, Declarant is not the owner of any portion of the property described herein. Each supplement may designate the number of separate parcels or tracts comprising the properties added or such designation may be deferred to further and subsequent supplements as herein provided. Each such separate parcel or tract shall constitute a Parcel or Tract within the meaning of this Declaration.

6.7 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.

6.8 Any notice required to be given to any Member or Owner or otherwise under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

This Declaration is executed this 5 day of March, 2014.

KERRVILLE HEIGHTS, LLC

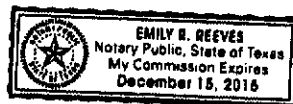
BY: Scott Kocurek, Manager

- DECLARANT -

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on March 5th, 2014, by Scott Kocurek, Manager of KERRVILLE HEIGHTS, LLC, a Delaware limited liability company, on behalf of said company.



Emily B. Reeves
Notary Public, State of Texas

Filed by and return to:
DAVID L. JACKSON
Wallace, Jackson & Lohmeyer, PC
Attn: Kathy
820 Main Street, Suite 100
Kerrville, TX 78028

FILED AND RECORDED
ALL 2:20 PM
STATE OF TEXAS
COUNTY OF KERR
MAY 21 2014

I hereby certify that the foregoing instrument was duly recorded in the Public Records of Kerr County, Texas, on the date and time stamped herein on and was fully recorded in the Public Records of Kerr County, Texas.

Jessie P. Papp, Kerr County Clerk
William C. Papp, Deputy