

KAMIRA

## RESTRICTIONS

Volume 5, Page 87 and Volume 5, Page 186, Plat Records of Kerr County, Texas; Volume 307, Page 544, Deed Records of Kerr County, Texas; Volume 669, Page 330 and Volume 891, Page 765, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. *ALSO 12-28/6 (12002816)*

## OTHER EXCEPTIONS

- Easement to Kerrville Telephone Company, dated January 5, 1970, recorded in Volume 6, Page 15, Easement Records of Kerr County, Texas. (Affects lots on Harper Road only, ie. Lots 1, 2, 3 & 5)
- Easement to Central Texas Electric Cooperative, Inc. dated August 12, 1982, recorded in Volume 14, Page 595, Easement Records of Kerr County, Texas.
- Easement to Central Texas Electric Cooperative, Inc., dated October 22, 1984, recorded in Volume 19, Page 616, Easement Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated December 7, 1984, recorded in Volume 307, Page 544, Deed Records of Kerr County, Texas.
- Easement and Building Set Back Lines as reserved in Restrictions, dated December 7, 1984, recorded in Volume 307, Page 544, Deed Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per plat recorded in Volume 5, Page 87, and per replat recorded in Volume 5, Page 186, Plat Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in Mineral Deed from Kamira Joint Venture, a Texas joint venture, to Andrew B. Phillips, dated April 28, 1986, recorded in Volume 21, Page 339, Oil and Gas Lease Records of Kerr County, Texas; having been restated in deed executed by Kamira Joint Venture, a Texas joint venture, to {PR,"insert Grantee in first deed out of Kamira Joint Venture",ST1,5}, dated {PR,"insert date of first deed out of Kamira Joint Venture",DT2,5}, recorded in Volume {PR,"insert volume number of first deed out of Kamira Joint Venture",IN1,5}, Page {PR,"insert page number of first deed out of Kamira Joint Venture",IN1,5}, {PR,"Type of Records",ST1,6} 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.
- Right Of Way Easement to Central Texas Electric Cooperative, Inc., dated February 18, 1985, recorded in Volume 20, Page 706, Easement Records of Kerr County, Texas. (Affects Lot 23, only)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

*Also Agreements 12-785 (12002815)*

10336

VOL 307 PAGE 544

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

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

This Declaration made by Kamira Joint Venture, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain property known as Kamira a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas (hereinafter referred to as "KAMIRA"); and

WHEREAS, it is the desire of Developer to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Kamira, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of tracts in said subdivision:

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon Kamira, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01 "Association" shall mean and refer to the Kamira Property Owners' Association, its successors and assigns.

Section 1.02 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to

any Lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. The term "Owner" shall not include a Builder.

Section 1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04 "Lot" shall mean and refer to any plot of land identified by number upon any recorded subdivision map of the Properties with the exception of the Common Area, if any.

Section 1.05 "Developer" or "Declarant" shall mean and refer to Kamira Joint Venture, its successors and assigns if such successors or assigns should acquire all of Kamira Joint Venture's interest in the Properties.

Section 1.06 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.07 "Builder" shall mean any home builder, contractor, investor or other person or entity who purchases a lot in Kamira for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.

Section 1.08 "Public Purchaser" shall mean the first person or entity other than the Developer or a Builder who becomes an Owner of any lot within Kamira.

Section 1.09 "Single Family Residence" shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

Section 1.10 "Board" shall refer to the Board of Directors of the Association.

Section 1.11 "Improvements", shall include, but shall not be limited to the erection of any structure, including but not limited to additions to, or alterations of, any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses (all such detached buildings being hereinafter referred to as "outbuildings"); the

erection of any fence; the erection of any radio or television antennae, satellite receiver and/or dish or other external apparatus designed to receive radio, television and/or other communication signals; the moving of any structure from another location to a lot; the grading, scraping, excavation, or other rearranging of the surface of any lot; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item, and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.

## ARTICLE II

### GENERAL LAND USE

2.01 Land Use and Building Type: No lots shall be used for any purpose except for single family residential purposes and there shall not be constructed or maintained thereon more than one (1) single family residence with a covered parking facility. The term "residential purposes", as used herein, excludes hospitals, clinics, apartment houses, boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed, or permitted to remain on any tracts other than single family dwellings and permitted accessory structures. Construction and sales offices may be constructed on specific tracts as designated by the Architectural Control Committee. These shall be removed by December 31, 1994.

## ARTICLE III

### ARCHITECTURAL CONTROL AND RESTRICTIONS

3.01 Architectural Control Committee: No building or other improvements shall be erected, placed or altered on any lot until the owner or builder has made application to it for approval and has submitted construction plans and specifications and a plan showing the location of the structure or improvements, and such plans have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design

with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of two members whose names are Andrew B. Phillips and R. Judd Cribbs. The Committee may designate a representative to act for it. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

3.02 Dwelling Size and Construction: The livable area of each main single family residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters shall be not less than 2,000 square feet on all

lots. The exterior walls of any residence or outbuilding shall consist of not less than 75% masonry construction. All driveways from any road as shown on the plat of Kamira to a residence on any lot, shall be paved of either concrete, asphaltic concrete or double surface treatment of oil and rock.

3.03 Building Locations: No building shall be located on any lot nearer than one hundred (100) feet to the front property line or any road as shown on the plat of Kamira, nor nearer than fifty (50) feet to any side or back property line. If two or more lots are consolidated into a building site in conformity with the provisions of Paragraph 3.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

3.04 Resubdivision and Consolidation: None of said lots may be re-subdivided in any fashion, except that any person owning two or more adjoining lots may consolidate such lots into one building site, with the privilege of constructing improvements as permitted in Paragraph 3.03 hereof.

3.05 Construction Type and Term: Any construction commenced on any lot must be completed within one (1) year of the time construction was initiated and all buildings erected shall be of new construction, being constructed on site on the respective lot. Modular or ready-built homes or buildings are prohibited.

3.05 Bond for Road Damage. No building or other improvements shall be erected, placed or altered on any lot until the Owner or Builder has deposited with the Architectural Control Committee a cash bond in the amount of \$1,500.00. Such \$1,500.00 bond shall be held by the Architectural Control Committee to be used to repair and/or replace damage done to the roads of Kamira caused by the Owner or Builder or either of their employees, licensees, subcontractors, materialmen or laborers during the construction of such improvements as approved by the Architectural Control Committee in accordance with paragraph 3.01. In this regard, the Owner or Builder hereby irrevocably appoints the Architectural Control Committee or its successor, as their attorney-in-fact to take such

action or expend such portion of the \$1,500.00 bond as is necessary to make the repairs contemplated hereby.

ARTICLE IV

PERMITTED USES AND RESTRICTIONS

4.01 Nuisances: No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise thereon, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

4.02 Temporary Structures: No modular or ready-built home or building, trailer, mobile home, including any such mobile home with the tires and wheels removed therefrom, regardless of how affixed to the property thereon, basement, rent, shack, garage (except for living quarters contained herein for bona fide servants), barn or other outbuildings or any structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

4.03 Signs: No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign.
- (c) During the time of construction of any building or other improvement, on job identification sign not larger than 5 square feet.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content and location of all signs shall be subject to such rules as the Association may promulgate. The provisions of this paragraph shall not prevent Developer from commencing, erecting, or maintaining structures or signs of any content or size on Lots owned

by it when Developer, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots.

4.04 Animals: No swine or poultry of any kind shall be raised, bred or kept on any lot. No commercial livestock operations shall be maintained on any lot, except that dogs and cats only, may be kept, bred and maintained for commercial purposes. Not more than one large animal, i.e. horse or cow, per five (5) acres shall be permitted or kept on any lot.

4.05 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property, and no fires shall be permitted on the property unless written approval is obtained in advance from the Architectural Control Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.06 Inoperable Vehicles: No automobile, truck, trailer or other vehicle, or parts thereof, shall be abandoned on this property. No repair or maintenance on automobiles, trucks, trailers or other vehicles shall be conducted or performed on said lands, provided that an individual landowner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicles upon which such maintenance is performed shall not remain exposed to public view thereby creating an unsightly appearance to said land.

4.07 Sewage Disposal and Water Supply: Individual water systems and sewage disposal systems shall be located, constructed, and equipped in compliance with Texas State Health Department requirements, Rules and Regulations of Upper Guadalupe River Authority and the Kerr County Subdivision Regulations, and any other applicable governmental laws, rules or regulations.

4.08 Hunting and Firearms: No hunting shall be allowed on Kamira. No firearms, including pellet and B-B guns, shall be discharged on Kamira.



4.09 Easements: The Developer expressly retains a utility easement as set out in the plat of said land herein referred unto itself, its successors and assigns; said easement being 10 foot wide along the perimeter of each lot as therein set out to be used for utility purposes.

In addition, the Developer expressly reserves and retains unto Developer, its successors and assigns, a perpetual easement and right-of-way for the purpose of ingress and egress over, across and upon all the streets or roads as set out in Plat of Kamira recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas, which use of such easements by Developer, its successors and assigns, shall be in common with the Owners of lots in Kamira.

Additionally, the Developer expressly reserves a sanitation easement over that portion of Lot 4 of Kamira only, that falls within a 150 foot radius of the public water well site which is situated on property adjoining the northwest corner of said Lots 4. No septic system, drain lines or other sanitation disposal systems can be installed or located within said sanitation easement as herein described.

4.10 Oil Development and Mining Prohibited: No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

4.11 Fences and Walls: No fence, wall or hedge that exceeds five (5') feet in height shall be placed, constructed or permitted to remain on any Lot, except the exterior fence around the perimeter of the Subdivision, which is and shall remain a deer-proof high fence. No fence, wall or hedge shall be constructed of barbed wire.

4.12 Motorcycles: No motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle shall be operated on any road within Kamira as shown on the plat of same or on any Lot unless such

motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle is properly muffled. The determination of what constitutes "properly muffled" shall be solely within the discretion of the Architectural Control Committee. The primary purpose of this restriction is to prohibit noise pollution that is contrary to the common scheme of development of Kamira and that creates a nuisance to the Owners of Kamira.

4.13 Trucks, Boats, Motor Homes, Buses and Trailers. No truck, boat, motor home, bus or trailer shall be left parked in the road or roads adjoining any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, boat, motor home, bus or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from any road within Kamira as described in the plat of same.

#### ARTICLE V

##### MAINTENANCE FUND

5.01 Monthly Charge: Each residential lot shall be subject to a monthly maintenance charge to be used for the purposes of maintenance and improvements and to promote the recreation, health, safety and welfare of the residents, and other purposes necessary of desirable in the opinion of the administrator of such fund to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of the Kamira.

5.02 Property Owner's Association: The Developer shall collect and maintain control over the maintenance fund until ninety (90%) percent of all lots in Kamira are sold by deed or contract or for ten (10) years from date, whichever comes first, or at an earlier time if the Developer so elects. At that time the administration of such funds shall be transferred to the Association consisting of all of the owners of lots in Kamira. The Association may incorporate under the laws of the State of Texas to facilitate

the administration of its duties and functions. Each residential lot owner shall be a member of such Association and entitled to one (1) vote for each lot owned by deed or contract. Prior to incorporation the Association shall be governed by a Board of Directors consisting of three (3) property owners selected by the Developer at such time as maintenance responsibility and authority is vested in the Association.

5.03 Special Assessments: Each lot shall also be subject to special assessments for capital improvements and deficits. After the Association assumes administration of responsibilities of the maintenance fund, any such assessment shall have the assent of 2/3rds of the voting members present at a meeting called for this purpose. Written notice of such a meeting shall be sent to all members not less than 15 days nor more than 50 days prior to the meeting.

5.04 Date of Commencement of Charge: The maintenance charge shall be paid annually. The charge shall commence on the 1st day of the month after the owner acquires title either by deed or contract to the lot subject thereto. The first annual charge shall be prorated according to the number of months remaining in the calendar year of the year of acquisition of a lot to the next January 1 and such amount shall be paid at time of closing. The maintenance charge shall not accrue against any tract of which the legal and/or equitable title to which are vested in Developer, notwithstanding that a tract may have been previously sold by a deed or contract and title thereto reverted back to the Developer. Further, the maintenance charge shall accrue as against the Builders who acquire lots for the purpose of building speculative residential housing. From the 1st day of the month next following the date a builder signs a contract to purchase a lot in Kamira, the Builder shall pay to the Maintenance Fund or the Association the maintenance charge, and the Builder shall also be liable for any special assessments.

5.05 Amount of Charge: During the time that such fund is administered by the Developer, the initial maintenance charge shall

be Two (\$2.00) Dollars per acre per month. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the rate of eighteen (18%) percent per annum from date of delinquency.

5.06 Creation of Lien: The charges shall be secured by a Vendor's Lien on the lots subject to such charge, and the party charged with the responsibility of collecting and administering such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In such event, there shall be added to the amount of the charge, interest and costs of collection, including reasonable attorneys fees. The maintenance charge shall remain effective until January 1, 1999, and shall automatically be extended thereafter for successive periods of five (5) years; provided, that the Association may revoke such maintenance charge as of January 1, 1999, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Offices of the County Clerks, of Kerr and Gillespie Counties, Texas. The party charged with the responsibility of administering the fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph.

5.07 Right of Mortgagees: Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgages, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations, or covenants are violated. In order to encourage the granting of first mortgage liens on property within this subdivision, Developer or Association may proceed to enforce its prior lien, granted and reserved under these restrictions upon any property upon which there

is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent, together with the notation "Final sixty (60) day notification to proceed to collect maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, Developer or Association shall furnish, for the mortgage holder's file, an executed form relating the provisions of this paragraph to the applicable individual lot.

#### ARTICLE VI

##### GENERAL PROVISIONS

6.01 Term: These covenants of restrictions are to run with the land and shall be binding on all parties having any right, title or interest in the lots in Kamira and all persons claiming under them until January 1, 1999, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 2/3rds of the then owners of the lots is filed for record in Kerr and Gillespie Counties, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

6.02 Enforcement: The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns and equally for the benefit of any subsequent owner of a lot or lots in Kamira and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, and easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties. The covenants, restrictions, easements and obligations herein contained are performable and shall be enforceable in Kerr County, Texas.

6.03 Severability: The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants,

reservations, easements and restrictions which shall remain in full force and effect.

6.04 Amendment: This Declaration shall be amended during the first 10 year period by an instrument signed by not less than 2/3rds of the lot owners. After 10 years, this Declaration may be amended by an instrument signed by not less than 2/3rds of the lot owners. To be valid, any amendment must be recorded in the Deed Records of Kerr and Gillespie Counties, Texas.

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

IN WITNESS THEREOF, the undersigned, being the Developer herein, has hereunto set its hand this 7th day of December, 1984.

FILED FOR RECORD

4:24 P M

DEC 7 1984

PATRICIA DYE  
Clark County, Texas  
By *[Signature]* Deputy

STATE OF TEXAS S

COUNTY OF KERR S

KAMIRA JOINT VENTURE

By *[Signature]* *[Signature]*  
Andrew B. Phillips, Managing  
Venturer

This instrument was acknowledged before me this 7th day of December, 1984, by ANDREW B. PHILLIPS, Managing Venturer.

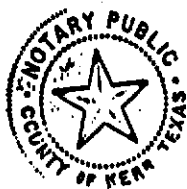
My Commission expires:

1-9-85

*[Signature]*  
Notary Public, State of Texas

Notary's Printed Name:

Thomas M. Myers

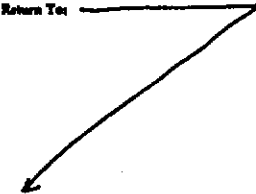


*#10336*

DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS OF  
KAMIRA A SUBDIVISION IN KERR  
COUNTY, TEXAS  
*Kamira*  
TO THE PUBLIC

FILED FOR RECORD  
*at 4:24 o'clock P M*

DEC 7 1984  
PATRICIA DYE  
Clerk, Kerr County, Texas  
By *Patricia Dye* Deputy

Return To: 

JONS AND PARKER, P.C.  
ATTORNEYS AT LAW  
313 EARL GARRETT  
P.O. BOX 472  
KERRVILLE, TEXAS 78628

Filed by: *[Signature]*  
KERR COUNTY ABSTRACT CO., INC.

Filed for record December 7, 1984 at 4:24 o'clock P M  
Recorded December 11, 1984  
PATRICIA DYE, Clerk  
By *Mary E. Hanson* Deputy

THE STATE OF TEXAS

COUNTY OF KERR

8969

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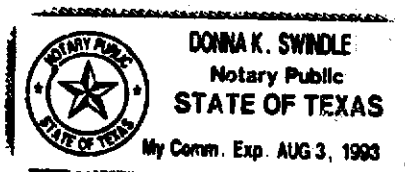
BEFORE ME, the undersigned authority, on this day personally appeared the undersigned, to me well known, who being first duly sworn according to law, on oath hereby deposes and says the following, to wit:

Attached is an instrument amending the Declaration of Covenants, Conditions and Restrictions of Kamira, a subdivision in Kerr County, Texas according to the Declaration recorded in Volume 307, Page 544, Deed Records, Kerr County, Texas relating to Kamira subdivision according to the plat thereof recorded in Volume 5, Page 87, Plat Records, Kerr County, Texas. The attached instrument is a true, correct and complete copy which is duly signed by each of the parties, the originals of which are attached hereto. The attached is an instrument signed by not less the 2/3rds of the lot owners of the Kamira subdivision, and is an amendment to said Declaration.

FURTHER affiant saith not

Deborah E. Jackson - Director  
Signature

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Deborah E. JACKSON on this the 15th day of December, 1992, to certify which witness my hand and seal of office.



Donna K. Swindle  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

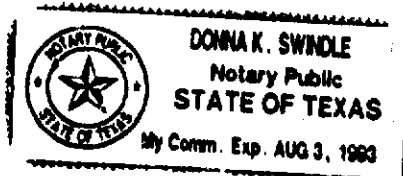
Typed/printed name of notary

THE STATE OF TEXAS

COUNTY OF KERR

Filed 15 Day of Dec AD 1992 3:39 P.M.  
By Patricia Dye  
Clerk County Court - Kerr County, Texas

This instrument was acknowledged before me on this the 15th day of December, 1992, by Deborah E. JACKSON



Donna K. Swindle  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

Typed/printed name of notary



(5)

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AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

That portion of Article 3.01 of the Covenants, Conditions and  
Restriction of Kamira that reads:

"The Architectural Control Committee is composed of two  
members whose names are Andrew B. Phillips and R. Judd Cribbs."

shall be replaced by the following:

"The Architectural Control Committee shall be composed of up  
to three members in good standing of the Kamira Property Owners  
Association to be selected by the Board of Directors of the  
Association".

Further, that portion of the same Article that reads:

"The herein granted powers and duties of the Architectural  
Control Committee shall cease and terminate twenty (20) years  
after the date of this instrument, and the approval required by  
this paragraph shall not be required unless prior to said date  
and affective thereto, the Association shall execute and file for  
record an instrument appointing a representative or  
representatives, who shall thereafter exercise the same powers and  
duties granted herein to the Architectural Control Committee."

shall be deleted in its entirety.

Approved:

*San Antonio Federal Insurance Corporation* 8/18/92  
Owner(s) \_\_\_\_\_ Date \_\_\_\_\_  
Lot(s) number(s) 5, 15 - San Antonio F&IC } all  
lots 2, 13, 17 - Houston F&IC } TC BC  
San Antonio F&IC } Marketed By

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

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

That portion of Article 3.01 of the Covenants, Conditions and Restriction of Kamira that reads:

"The Architectural Control Committee is composed of two members whose names are Andrew B. Phillips and R. Judd Cribbs."

shall be replaced by the following:

"The Architectural Control Committee shall be composed of up to three members in good standing of the Kamira Property Owners Association to be selected by the Board of Directors of the Association".

Further, that portion of the same Article that reads:

"The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and affective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee."

shall be deleted in its entirety.

Approved:

D. R. Clark (D. R. CLARK)  
Owner(s)

8/21/92  
Date

Lot(s) number(s) 3

RECORDED IN Real Property  
FILE DATE: Dec. 15, 1992  
FILE TIME: 3:39 O'CLOCK P M  
VOL. 669 PAGE 330  
RECORDING DATE

no instrument herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law (THE STATE OF TEXAS)

I hereby certify that this instrument was FILED in File Number Sequence on the 21<sup>st</sup> and at the time stamped hereon by me and was duly RECORDED in the Official Public records of Real Property of Kerr County Texas on

DEC 15 1992



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY William Bruce  
Deputy

DEC 15 1992



Patricia Dye  
COUNTY CLERK KERR COUNTY, TEXAS

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

That portion of Article 3.01 of the Covenants, Conditions and Restriction of Kamira that reads:

"The Architectural Control Committee is composed of two members whose names are Andrew B. Phillips and R. Judd Cribbs."

shall be replaced by the following:

"The Architectural Control Committee shall be composed of up to three members in good standing of the Kamira Property Owners Association to be selected by the Board of Directors of the Association".

Further, that portion of the same Article that reads:

"The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and affective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee."

shall be deleted in its entirety.

Approved:

*[Signature]* *[Signature]* 9-4-92  
Owner(s) \_\_\_\_\_ Date

Lot(s) number(s) 4

Filed by and return to:  
David L. Jackson  
Wallace, Mosty, Machann, Jackson and Williams  
ATTN: Kathy Swindle  
820 Main St. Suite 100  
Kerrville, Texas 78028  
(512) 896-3811

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

Henry K. Bannister  
Owner(s)

1-19-92  
Date

Lot(s) number(s) 6 & 16

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

Nicholas W. Johnson Debra S. Johnson 7/20/92  
Owner(s) Date

Lot(s) number(s) 7

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

Alan B. Shaw Mary E. Shaw 7/9/92  
Owner(s) Date

Lot(s) number(s) 9

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

*[Signature]* \_\_\_\_\_ *Sept 1, 1992*  
Owner(s) Date  
Lot(s) number(s) *10*

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shall be deleted in its entirety.

Approved:

  
Owner(s)

28 AUG. 92  
Date

Lot(s) number(s) LOT 12



AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

Owner(s)

8/19/92  
Date

Lot(s) number(s)

14

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RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

Wayne Stratigis 8/16/92  
Owner(s) Date

Lot(s) number(s) 18

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

Owner(s) \_\_\_\_\_

9/10/92  
Date

Lot(s) number(s) 19 \_\_\_\_\_

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A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

Patricia F. McKay 8-18-92  
Owner(s) Date

Lot(s) number(s) 22

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
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A SUBDIVISION IN KERR COUNTY, TEXAS

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shall be deleted in its entirety.

Approved:

B. B. Baunor      Josephine B. Baunor      8/16/92  
Owner(s)      Date

Lot(s) number(s) 23

CD

Vol. 9. PM 344

AMENDMENT TO THE COVENANTS, CONDITIONS AND  
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A SUBDIVISION IN KERR COUNTY, TEXAS

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and affective thereto, the Association shall execute and file for  
record an instrument appointing a representative or  
representatives, who shall thereafter exercise the same powers and  
duties granted herein to the Architectural Control Committee."

shall be deleted in its entirety.

Approved:

*Deane Murrea*

*August 19, 1992*  
Date

Owner(s)

Lot(s) number *24*

THE STATE OF TEXAS

COUNTY OF KERR

## AFFIDAVIT

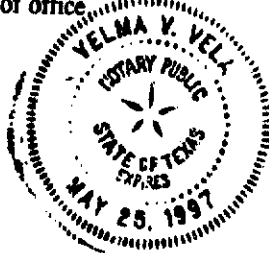
BEFORE ME, the undersigned authority, on this day personally appeared the undersigned, to me well known, who being first duly sworn according to law, on oath hereby deposes and says the following, to wit:

Attached is an instrument amending the Declaration of Covenants, Condition and Restrictions of Kamira, a subdivision in Kerr County, Texas, according to the Declaration recorded in Volume 307, Page 544, Deed Records, Kerr County, Texas, relating to Kamira subdivision according to the plat thereof recorded in Volume 5, Page 87, Plat Records, Kerr County, Texas. The attached instrument is a true, correct and complete copy which is duly signed by each of the parties, the originals of which are attached hereto and is an instrument signed by not less the 2/3rds of the lot owners of the Kamira subdivision, which instrument is an amendment to said Declaration.

FURTHER affiant saith not.

Anand Mehendale, President, Director

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Anand Mehendale on this the 11 day of March, 1997, to certify which witness my hand and seal of office.



Velma Y. Vela  
Notary Public, State of Texas

My commission expires: 5/25/97

Velma Y. Vela  
Typed/printed name of notary

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this the \_\_\_\_ day of

\_\_\_\_, 1997, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Typed/printed name of notary

Return to:

Kamira Property Owners Association

P.O. Box 1254

Kerrville, TX 78029

Filed by: R. L. Reagan

9  
5  
1  
FILED FOR RECORD  
at 9:01 o'clock A.M.

MAR 18 1997

PATRICIA DYE

Deputy  
Clerk County Court, Kerr County, Texas

**KAMIRA PROPERTY OWNERS ASSOCIATION  
P. O. BOX 1254  
KERRVILLE, TEXAS 78029**

**Subject:** Amendment to the "Declaration of Covenants, Conditions and Restrictions of Kamira" regarding Article IV, Permitted uses and restrictions, Item 4.04 Animals

To Whom it May Concern:

Whereas the above mentioned amendment was discussed at the Annual Meeting of Kamira Property Owners Association on January 10, 1997, said meeting being attended by representatives of 20 of the 24 lots in Kamira; and whereas a motion was passed that the Board of Directors submit the proposed amendment to all property owners for a vote, a ballot was prepared and mailed to all property owners containing the following proposed amendment:

To amend Item 4.04 Animals under Article IV, Permitted Uses and Restrictions of the "Declaration of Covenants and Restrictions of Kamira" to read as follows:

No swine, poultry of any kind, or livestock, with the exception of horses, shall be raised, bred or kept on any lot. Dogs and cats are permitted, but no commercial breeding operation will be permitted. One horse per five (5) acres shall be permitted on any lot but will not be allowed on Kamira roads or road right-of-way unless in a trailer.

This ballot was mailed with cover letter dated January 23, 1997, and executed ballots have been returned with the following results:

Owners of the following numbered lots voted "yes": 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 15, 16, 17, 18, 19, 22, 23, 24, 25.

The owner of lot number one (1) voted "no".

There was no response from the owners of lots 11, 12, 14, and 20.

Summary of votes: 19 yes

1 no

4 no response

Article 6.04 Amendment, of the "Declaration of Covenants, Conditions and Restrictions of Kamira" states that "this Declaration shall be amended by an instrument signed by not less than 2/3rds of the lot owners."

In-as-much as the results of the voting indicate that more than 2/3rds of the lot owners favor this amendment, the amendment is hereby passed and is immediately in effect as part of the "Declaration of Covenants, Conditions, and Restrictions of Kamira", with the ballots being attached for inspection, to be recorded in the offices of the County Clerks of Kerr and Gillespie Counties.

Approved this 3rd day of March, 1997.

  
Anand Mehendale, President

  
Robert C. MacKay, Vice President

  
Wilmer Carroll, Secretary



DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS  
\*AS AMENDED MARCH 3, 1997\*

STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF KERR )

This Declaration made by Kamira Joint Venture, hereinafter called "Developer".

## WITNESSETH

WHEREAS, Developer is the owner of that certain property known as Kamira a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas (hereinafter referred to as "KAMIRA"); AND

WHEREAS, it is the desire of Developer to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Kamira, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of tracts in said subdivision:

NOW, THEREFORE, Developer hereby adopts, established and imposes upon Kamira, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.01 "Association" shall mean and refer to the Kamira Property Owners' Association, its successors and assigns.

Section 1.02 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. The term "Owner" shall not include a Builder.

Section 1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**4.03 Signs:** No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign.
- (c) During the time of construction of any building or other improvement, on job identification sign not larger than 5 square feet.
- (d) A "for sale" or "for rent" sign, of reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content and location of all such signs shall be subject to such rules as the Association may promulgate. [Exemptions for the Developer omitted.]

**4.04 Animals:** \*No swine, poultry of any kind, or livestock, with the exception of horses, shall be raised, bred or kept on any lot. Dogs and cats are permitted, but no commercial breeding operation will be permitted. One horse per five (5) acres shall be permitted on any lot but will not be allowed on Kamira roads or road right-of-way unless in a trailer.\*

**4.05 Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property, and no fires shall be permitted on the property unless written approval is obtained in advance from the Architectural Control Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**4.06 Inoperable Vehicles:** No automobile, truck, trailer or other vehicle, or parts thereof, shall be abandoned on this property. No repair or maintenance on automobiles, trucks, trailers or other vehicles shall be conducted or performed on said lands, provided that an individual landowner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicles upon which maintenance is performed shall not remain exposed to public view thereby creating an unsightly appearance to said land.

**4.07 Sewage Disposal and Water Supply:** Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements. Rules and Regulations of [the] Upper Guadalupe River Authority and the Kerr County Subdivision Regulations, and any other applicable governmental laws, rules or regulations.

**4.08 Hunting and Firearms:** No hunting shall be allowed on Kamira. No firearms, including pellet and B-B guns, shall be discharged on Kamira.

**4.09 Easements:** The Developer expressly retains a utility easement as set out in the plat of said land herein referred unto

RECORD Real Property  
VOL 891 PG 765

RECORDING DATE

MAR 19 1997



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY

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

MAR 19 1997



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

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

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTION OF KAMIRA  
A SUBDIVISION IN KERR COUNTY, TEXAS  
AS AMENDED DECEMBER 12, 2012**

**STATE OF TEXAS }**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF KERR }**

This Declaration made by Kamira Joint Venture, hereinafter called "Developer".

**WITNESSETH**

**WHEREAS**, Developer is the owner of that certain property known as Kamira a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas (hereinafter referred to as "KAMIRA"); AND

**WHEREAS**, it is the desire of Developer to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Kamira, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of tracts in said subdivision:

**NOW, THEREFORE**, Developer hereby adopts, established and imposes upon Kamira, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

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**Section 1.03 "Properties"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 1.04 "Lot"** shall mean and refer to any plot of land identified by number upon any recorded subdivision map of the Properties with the exception of the Common Area if any.

**Section 1.05 "Developer" or "Declarant"** shall mean and refer to Kamira Joint Venture, its successors and assigns if such successors or assigns should acquire all of Kamira Joint Venture's interest in the Properties.

**Section 1.06 "Member"** shall mean and refer to every person or entity who holds membership in the Association.

**Section 1.07 "Builder"** shall mean any home builder, contractor, investor or other person or entity who purchases a lot in Kamira for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.

**Section 1.08 "Public Purchaser"** shall mean the first person or entity other than the Developer or a Builder who becomes an Owner of any lot in Kamira.

**Section 1.09 "Single Family Residence"** shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

**Section 1.10 "Board"** shall refer to the Board of Directors of the Association.

**Section 1.11 "Improvements"** shall include but shall not be limited to the erection of any structure, including but not limited to additions to or alterations of any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses (all such detached buildings hereinafter referred to as "outbuildings"); the erection of any fence; the erection of any radio or television antennae, satellite receiver and/or dish or other external apparatus designed to receive radio, television and/or other communication signals; the moving of any structure from another location to a lot; the grading, scraping, excavation, or other rearranging of the surface of any lot; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item, and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.

## **ARTICLE II GENERAL LAND USE**

**2.01 Land Use and Building Type** No lots shall be used for any purpose except for single family residential purposes and there shall not be constructed or maintained thereon more than one (1) single family residence with a covered parking facility. The term "residential purpose", as used herein, excludes hospitals, clinics, apartment houses boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly permitted to remain on any such tracts other than single family dwellings and permitted accessory structures. [Special exemptions for the Developer omitted.]

### ARTICLE III ARCHITECTURAL CONTROL AND RESTRICTIONS

**3.01 Architectural Control Committee** No building or other improvements shall be erected, placed or altered on any lot until the owner or builder has made application to it for approval and has submitted construction plans and specifications and a plan showing the location of the structure or improvements, and any such plans have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be composed of up to three members in good standing of the Kamira Property Owners Association to be selected by the Board of Directors of the Association. The Committee may designate a representative to act for it. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required herein shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when granted will become a part of these restrictions.

**3.02 Dwelling Size and Construction** The livable area of each main single family residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters shall not be less than 2,000 square feet on all lots. The exterior walls of any residence or outbuilding shall consist of not less than 75% masonry construction. All driveways from any road as shown on the plat of Kamira to a residence on any lot, shall be paved of either concrete, asphaltic concrete or double surface treatment of oil and rock.

**3.03 Building Locations** No building shall be located on any lot nearer than one hundred (100) feet to the front of the property line or any road as shown on the plat of Kamira, nor nearer than fifty (50) feet to any back or side property line. If two or more lots are consolidated into a building site in conformity with the provisions of Paragraph 3.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

**3.04 Re-subdivision and Consolidation** None of said lots may be re-subdivided in any fashion, except that any person owning two or more adjoining lots may consolidate such lots into one building site, with the privilege of constructing improvements as permitted in Paragraph 3.03 hereof.

**3.05 Construction Type and Term** Any construction commenced on any lot must be completed within one (1) year of the time construction was initiated and all buildings erected shall be of new construction, being constructed on site on the respective lot. Modular or ready-built homes or buildings are prohibited.

**3.06 Bond for Road Damage** No building or other improvements shall be erected, placed or altered on any lot until the Owner or Builder has deposited with the Architectural Control Committee a cash bond in the amount of \$1,500.00. Such \$1,500.00 bond shall be held by the Architectural Control Committee to be used to repair and/or replace damage done to the roads of Kamira caused by the Owner or Builder or either of their employees, licensees, subcontractors, materialmen or laborers during the construction of such improvements as approved by the Architectural Control Committee in accordance with paragraph 3.01. In this regard, the Owner or Builder hereby irrevocably appoints that Architectural Control Committee or its successor, as their attorney-in-fact to take such action or expend such portion of the \$1,500.00 bond as is necessary to make the repairs contemplated hereby.

#### **ARTICLE IV PERMITTED USES AND RESTRICTIONS**

**4.01 Nuisances** No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise thereon, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

**4.02 Temporary Structures** No modular or ready-built home or building, trailer, mobile home, including any such mobile home with the tires and wheels removed therefrom, regardless of how affixed to the property thereon, basement, tent, shack, garage (except for living quarters contained herein for bona fide servants), barn or other outbuildings or any structure of a temporary character shall be used on any lot any time as a residence either temporarily or permanently.

**4.03 Signs** No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign.
- (c) During the time of construction of any building or other improvement, on job identification sign not larger than 5 square feet.
- (d) A "for sale" or "for rent" sign, of reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content and location of all such signs shall be subject to such rules as the Association may promulgate, [Exemptions for the Developer omitted.]

**4.04 Animals** No swine, poultry of any kind, or livestock, with the exception of horses, shall be raised, bred or kept on any lot. Dogs and cats are permitted, but no commercial breeding operation will be permitted. One horse per five (5) acres shall be permitted on any lot but will not be allowed on Kamira roads or road right-of-way unless in a trailer.

**4.05 Garbage and Refuse Disposal** No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property, and no fires shall be permitted on the property unless written approval is obtained in advance from the Architectural Control Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**4.06 Inoperable Vehicles** No automobile, truck, trailer or other vehicle, or parts thereof, shall be abandoned on this property. No repair or maintenance on automobiles, trucks, trailers or other vehicles shall be conducted or performed on said lands, provided that an individual landowner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicles upon which maintenance is performed shall not remain exposed to public view thereby creating an unsightly appearance to said land.

**4.07 Sewage Disposal and Water Supply** Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements. Rules and Regulations of [the] Upper Guadalupe River Authority and the Kerr County Subdivision Regulations, and any other applicable governmental laws, rules or regulations.

**4.08 Hunting and Firearms** No hunting shall be allowed on Kamira. No firearms, including pellet and B-B guns, shall be discharged on Kamira.

**4.09 Easements** The Developer expressly retains a utility easement as set out in the plat of said land herein referred unto itself, its successors and assigns; said easement being 10 foot wide along the perimeter of each lot as therein set out to be used for utility purposes.

In addition, the Developer expressly reserves and retains unto Developer, its successors and assigns, a perpetual easement and right-of-way for the purpose of ingress and egress over, across and upon all the streets or roads as set out in Plat of Kamira recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas, which use of such easements by Developer, its successors and assigns, shall be in common with the Owners of lots in Kamira.

Additionally, the Developer expressly reserves a sanitation easement over that portion of Lot 4 of Kamira only, that falls within a 150 foot radius of the public water well site which is situated on property [now Lot 24] adjoining the northwest corner of said Lots[sic] 4. No septic system, drain lines or other sanitation disposal systems can be installed or located within said sanitation easement as herein described.



**4.10 Oil Development and Mining Prohibited** No oil wells drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

**4.11 Fences and Walls** No fence, wall or hedge that exceeds five (5') feet in height shall be placed, constructed or permitted to remain on any Lot, except the exterior fence around the perimeter of the Subdivision, which is and shall remain a deer-proof high fence. No fence, wall or hedge shall be constructed of barbed wire.

**4.12 Motorcycles** No motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle shall be operated on any road within Kamira as shown on the plat of same or on any Lot unless such motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle is properly muffled. The determination of what constitutes "properly muffled" shall be solely within the discretion of the Architectural Control Committee. The primary purpose of this restriction is to prohibit noise pollution that is contrary to the common scheme of development of Kamira and that creates a nuisance to the Owners of Kamira.

**4.13 Trucks, Boats, Motor Homes, Buses and Trailers** No truck, boat, motor home, bus or trailer shall be left parked in the road or roads adjoining any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, boat, motor home, bus or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from any road within Kamira as described in the plat of same.

#### **ARTICLE V MAINTENANCE FUND**

**5.01 Monthly Charge** Each residential lot shall be subject to a monthly maintenance charge to be used for the purposes of maintenance and improvements and to promote the recreation, health, safety and welfare of the residents, and other purposes necessary or desirable in the opinion of the administrator of such fund to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of Kamira.

**5.02 Property Owner's Association** [Special language for the Developer omitted.] The Administration of [the Maintenance Fund] shall be transferred to the Association consisting of all of the owners of lots in Kamira. The Association may incorporate under the laws of the state of Texas to facilitate the administration of its duties and functions. [The Association has been incorporated.] Each residential lot owner shall be a member of such Association and entitled to one (1) vote for each lot owned by deed or contract. [Procedures prior to incorporation omitted.]

**5.03 Special Assessments** Each lot shall also be subject to special assessments for capital improvements and deficits. After the Association assumes administration of responsibilities of the maintenance fund, any such assessment shall have the assent of 2/3rds of the voting members present at a meeting called for the purpose. Written notice of such a meeting shall be sent to all members not less than 15 days nor more than 50 days prior to the meeting,

**5.04 Date of Commencement of Charge** The maintenance charge shall be paid annually. The charge shall commence on the 1st day of the month after the owner acquires title either by deed or contract to the lot subject thereto. [Obsolete provisions for the Developer omitted.] Further, the maintenance charge shall accrue as against the Builders who acquire lots for the purpose of building speculative residential housing. From the 1st day of the month next following the date a builder signs a contract to purchase a lot in Kamira, the Builder shall pay to the Maintenance Fund or the Association the maintenance charge, and the Builder shall be liable for any special assessments.

**5.05 Amount of Charge** [Obsolete initial provisions omitted.] After the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association.

**5.06 Creation of Lien** The charges shall be secured by a Vendor's Lien on the lots subject to such charge, and the party charged with the responsibility of collecting and administering such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In such event, there shall be added to the amount of the charge, interest and costs of collection, including reasonable attorneys fees. The maintenance charge shall remain effective until January 1, 1999, and shall automatically be extended thereafter for successive periods of five (5) years; provided that the Association may revoke such maintenance charge as of January 1, 1999, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Offices of the County clerks, of Kerr and Gillespie Counties, Texas. The party charged with the responsibility of administering the fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph.

**5.07 Right of Mortgagees** Any violation of any of the easements, agreements, restrictions, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against said lot, at the time that the easement, agreements, restrictions, reservations, or covenants are violated. In order to encourage the granting of first mortgage liens on property within this subdivision [the]

...Association may proceed to enforce its prior lien, granted and reserved under these restrictions upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty ( 60 ) day notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent , together with the notation "Final sixty (60 ) day notification to proceed to collect maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, ...[the] Association shall furnish, for the mortgage holder's file an executed form relating the provisions of this paragraph to the applicable individual lot. [The three dots (...) above indicate the obsolete references to the Developer have been omitted.]

#### **ARTICLE VI GENERAL PROVISIONS**

**6.01 Term** These covenants of restrictions are to run with the land and shall be binding on all parties having any right, title or interest in the lots in Kamira and all persons claiming under them until January 1, 1999, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 2/3rds of the then owners of the lots is filed for record in Kerr and Gillespie Counties, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

**6.02 Enforcement** The covenants, reservations, easements and restrictions set out herein are for the benefit of ...any subsequent owner of a lot or lots in Kamira and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, and easements and restrictions contained herein shall be construed as running with the land, enforceable at law or in equity, by any one or more of said parties. The covenants, restrictions, easements and obligations herein contained are performable and shall be enforceable in Kerr County, Texas. [The three dots (...) above indicate an obsolete reference to the Developer has been omitted.]

**6.03 Severability** The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

**6.04 Amendment** This Declaration shall be amended during the first 10 year period by an instrument signed by not less than 2/3rds of the lot owners. After 10 years, the Declaration may be amended by an instrument signed by not less than 2/3rds of the lot owners. To be valid, any amendment must be recorded in the Deed Records of Kerr and Gillespie Counties, Texas.

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


**IN WITNESS THEREOF**, the undersigned, being the Developer herein, has hereunto set its hand this 7th day of December, 1984.

KAMIRA JOINT VENTURE

By Andrew B. Phillips,  
Managing Venturer

Amended this twelfth day of January 2012

President



Secretary

PRESIDENT 2012-2013

ACKNOWLEDGEMENT

State of TEXAS

County of KERR

On December 11, 2012, before me, Geraldine Rodriguez, Notary Public personally appeared Wilmer Lee Carroll, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

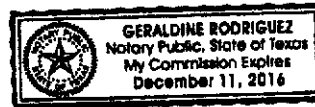
11 December 2012  
Date

Wilmer Lee Carroll  
Signature

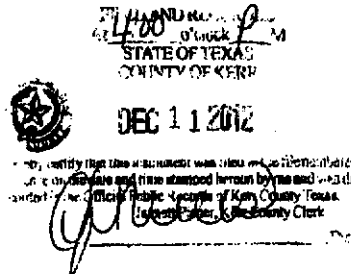
WITNESS my hand and official seal before me this 11<sup>th</sup>, of December, 20 12.

Geraldine Rodriguez (Seal)  
Notary's Signature

December 11, 2016  
Commission Expires



Return To:  
✓ Wilmer Carroll  
KPOA  
1548 HARPER RD  
KERRVILLE, TX 78028



[illegible]

R.P. KIRBY  
5-1956  
A-1E15 (S), 1956 (K)  
W.M. EASER  
5-2563  
A-2037

[illegible]

Handwritten signature: [Illegible]

Date: \_\_\_\_\_

ENTERED and moved on the 29<sup>th</sup> day of October, 1884 at 3:45.  
of Clerk R. M.  
RECORDED on the 29<sup>th</sup> day of October, 1884 at 3:45  
P. M. (Volume 1) at Page 27 of the first number of the same

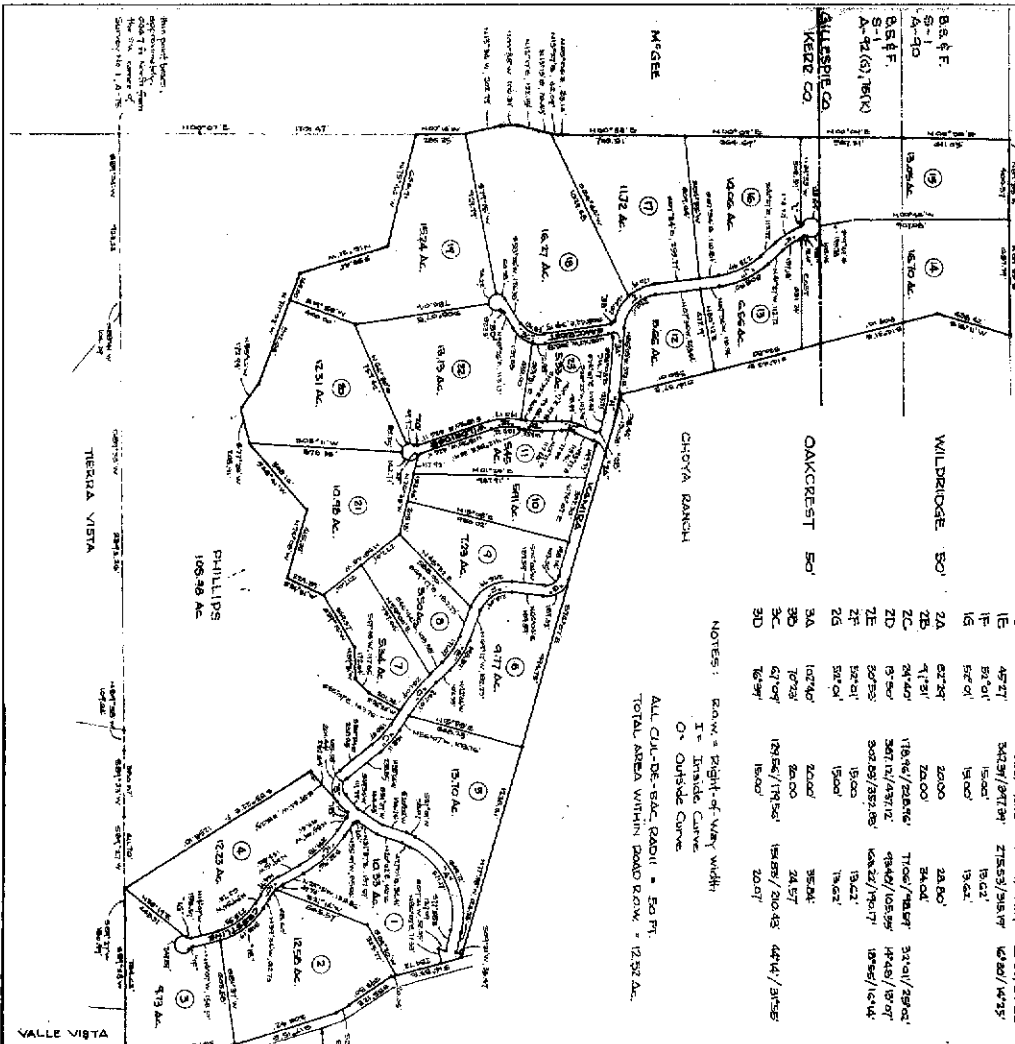
A SUBDIVISION CONTAINING 247.30 ACRES OF LAND, MORE OR LESS, IN GILLESPIE AND KERR COUNTIES, TEXAS, OUT OF VARIOUS ORIGINAL PATENT SURVEYS AS FOLLOWS:

COMPRISING, APPROXIMATELY, 27.9 ACRES IN GILLESPIE COUNTY AND 220.11 ACRES IN KERR COUNTY

OCTOBER 1964

OCTOBER 1964

**VOELKEI**  
**RESEARCH & SERVICE**  
 17 Oak Street, Montreal, Quebec H3A 2K1  
 TEL: (514) 392-1100  
 FAX: (514) 392-1101



NOTES: E.O.W. = Right-of-way width

ALL CUL-DE-SAC ROAD = 50 FT.  
TOTAL AREA WITHIN ROAD ROW = 12.52 AC.

[illegible]

#1001

100 ft. from my street  
32 ft. from my side property line  
50 ft. from any rear property line

Known to Independent  
Mortgage Lenders  
Company, like in school district line.

1948年12月1日

**THE UNIVERSITY OF CHICAGO**

and U.C.I.K.A., and are hereby approved as shown

התאריך: 17.07.2017

Country and State

UGRA REQUIREMENTS:

Any septic system installed on any lot shall be a minimum of one hundred (100) ft. from any private water well, or one hundred fifty (150) ft. from a public water well.

COOPER WREST

S-677

A-1141

HARPER ROAD

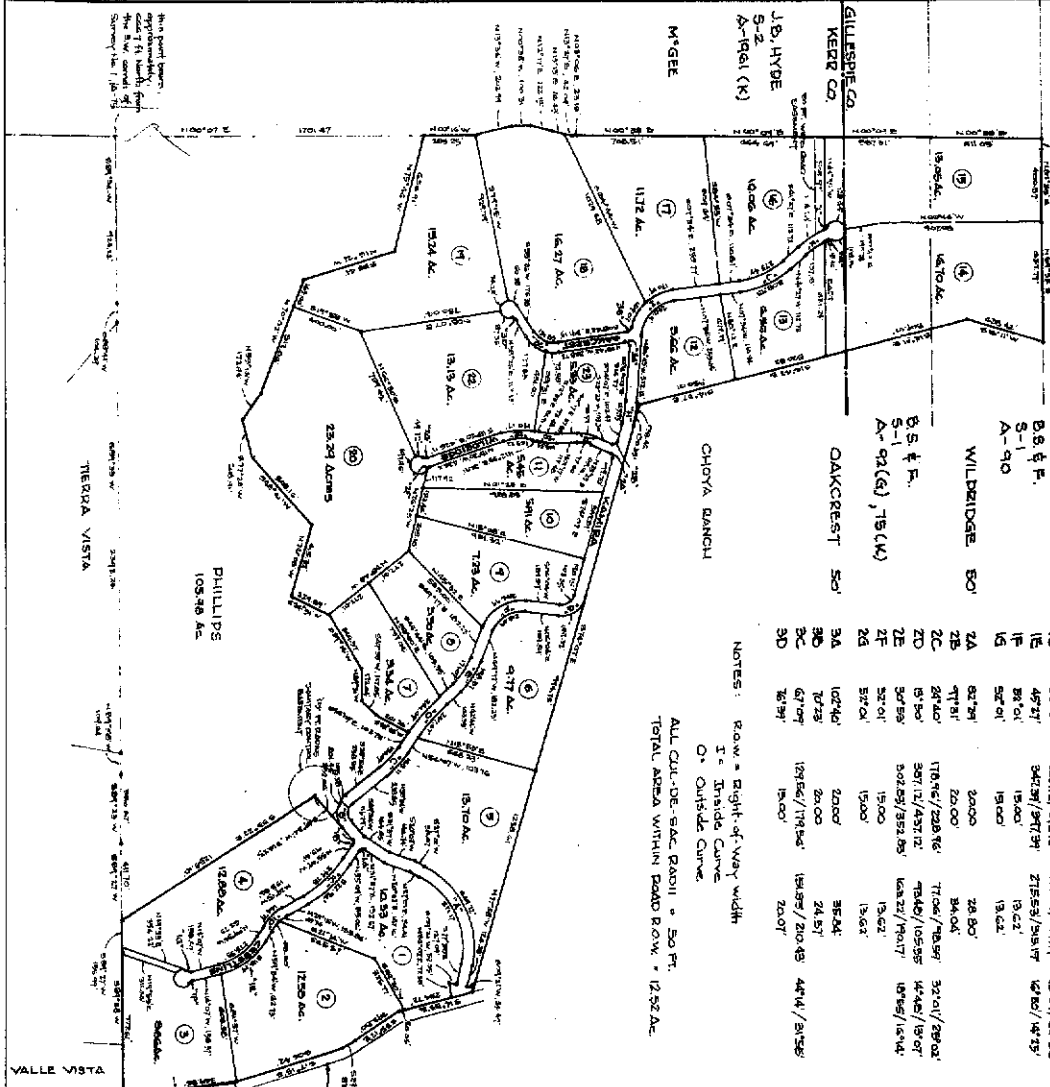
E.M. HWY. N# 783

KAMIT

A CLIP SUGGESTION CONTAINING



BRING 40-105-56-104



DEAR HOLLOW RANCH

CRESTLINE

WILDBRIDGE

OAKCREST

CHOCYA RANCH

PHILLIPS

TERESA VISTA

VALLE VISTA

WILDBRIDGE

CRESTLINE

DEAR HOLLOW RANCH

OAKCREST

CHOCYA RANCH

PHILLIPS

SCALE: 1"=400'



ROAD DATA

ROAD	ROW	CURVE	DELTA	RADIUS	ARC	CHORD
NO.	NO.	NO.	NO.	NO.	NO.	NO.
A	70'	100'	100'	100'	100'	100'
B	70'	100'	100'	100'	100'	100'
C	70'	100'	100'	100'	100'	100'
D	70'	100'	100'	100'	100'	100'
E	70'	100'	100'	100'	100'	100'
F	70'	100'	100'	100'	100'	100'
G	70'	100'	100'	100'	100'	100'
H	70'	100'	100'	100'	100'	100'
I	70'	100'	100'	100'	100'	100'
J	70'	100'	100'	100'	100'	100'
K	70'	100'	100'	100'	100'	100'
L	70'	100'	100'	100'	100'	100'
M	70'	100'	100'	100'	100'	100'
N	70'	100'	100'	100'	100'	100'
O	70'	100'	100'	100'	100'	100'
P	70'	100'	100'	100'	100'	100'
Q	70'	100'	100'	100'	100'	100'
R	70'	100'	100'	100'	100'	100'
S	70'	100'	100'	100'	100'	100'
T	70'	100'	100'	100'	100'	100'
U	70'	100'	100'	100'	100'	100'
V	70'	100'	100'	100'	100'	100'
W	70'	100'	100'	100'	100'	100'
X	70'	100'	100'	100'	100'	100'
Y	70'	100'	100'	100'	100'	100'
Z	70'	100'	100'	100'	100'	100'

NOTES: ROW = Right-of-Way width

I = Inside Curve

O = Outside Curve

ALL CUT-DE-SAC RADII = 50 FT.

TOTAL AREA WITHIN ROAD ROW = 12.52 AC.

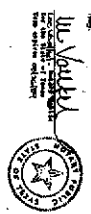
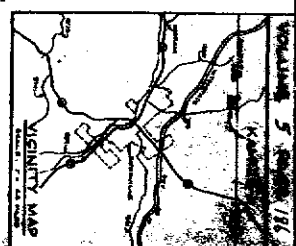
REQUIREMENTS:  
Any and all easements, rights, and interests in and to the land shown on this plat shall be subject to the provisions of the plat, and the provisions of the plat shall be subject to the provisions of the plat.

CAMPBELL WALKER  
S-6177  
A-1161

A REPLAT OF  
KAMIRA

A SUBDIVISION CONTAINING 24.70 ACRES OF LAND, MORE OR LESS, IN GILLESPIE AND KERR COUNTIES, TEXAS, OUT OF VARIOUS ORIGINAL PATENT SURVEYS AS FOLLOWS:

SURVEY SURVEY NO. ABSTRACT NO. COUNTY ACRES  
B.S. & F. 1 KERR 219.74  
B.S. & F. 1 GILLESPIE 12.46  
B.S. & F. 1 GILLESPIE 14.73  
J.B. HYDE 2 KERR 0.37  
COMPRISING APPROXIMATELY 27.19 ACRES IN GILLESPIE COUNTY AND 22.01 ACRES IN KERR COUNTY  
NOVEMBER, 1905



W.C. VOELKEL  
Surveyor  
Gordon S. Morris

W.C. VOELKEL  
Surveyor  
Gordon S. Morris

**COMPASSAL SURVEY**

the building of either structure shall be erected on any lot  
corner thereof

170 ft. from any street  
25 ft. from any side property line  
50 ft. from any rear property line

Sublot Division: Heretofore Independent  
Harper Independent  
County line is actual district line.

All drainage to be surface following the natural contours.

Grantee hereby receives perpetual easements for the installation and maintenance  
of utility and all necessary appurtenances thereof, whether installed in the  
air, upon the surface or underground, along and within ten (10) ft. of the rear,  
front and side lines of all lots and/or tracts and in the streets, alleys,  
boulevards, lanes and roads of the subdivision. Nothing shall be placed or  
permitted to remain within the easement areas which may damage or interfere with  
installation and maintenance of utilities. The easement area of each lot and all  
improvements within it shall be maintained by the owner of the lot, except for  
those improvements for which an authority or utility company is responsible.  
Utility companies or their employees shall have all of the rights and benefits  
necessary or convenient for the full enjoyment of the rights herein granted,  
including but not limited to the free right of ingress to and egress from said  
right-of-way and easement, and the right from time to time to cut all trees,  
undergrowth and other obstructions that may injure, endanger or interfere with  
the operation of said utility installations. The easement rights herein reserved  
include the privilege of anchoring any support cables or other devices outside  
said easement when deemed necessary by the utility to support equipment within