

Item: **MEGAN MANOR**

(Category: RESTRICTIONS)

Volume 358, Page 562, Real Property Records of Kerr County, Texas; Volume 1558, Page 311 and Volume 1604, Page 28, 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.

Item: **MEGAN MANOR**

(Category: Subdivisions)

- a. Easement and Right Of Way dated May 19, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 409, Deed Records of Kerr County, Texas.
- b. Easement dated May 23, 1947 to L.C.R.A., recorded in Volume 82, Page 342, Deed Records of Kerr County, Texas.
- c. Easement dated June 3, 1948 to L.C.R.A., recorded in Volume 1, Page 113, Easement Records of Kerr County, Texas.
- d. Telephone Line Right-Of-Way Easement dated August 15, 1981 to Hill Country Telephone Cooperative, Inc., recorded in Volume 13, Page 11, Easement Records of Kerr County, Texas.
- e. Easements as per the Plat recorded in Volume 5, Page 231, Plat Records of Kerr County, Texas.
- f. Easement and Right-Of-Way dated June 26, 2006 to Kerrville Public Utility Board, recorded in Volume 1533, Page 187, Official Public Records of Kerr County, Texas.
- g. Building Set Back Lines as per the Declaration Of Covenants, Conditions, Easements and Restrictions recorded in Volume 1558, Page 311, Official Public Records of Kerr County, Texas.
- h. Any visible and/or apparent roadways or easements over or across the subject property.
- i. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS**

MEGAN MANOR SUBDIVISION

FILED FOR RECORD
at 11:46 o'clock A.M.

STATE OF TEXAS

§

MAY 15 2007

COUNTY OF KERR

§

§

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
J. Pieper Deputy

WHEREAS, Nava Development, Ltd., a Texas limited partnership ("Developer") is the owner of approximately 17.03 acres of land in Kerr County, Texas which has been subdivided and platted of record as the Megan Manor Subdivision as shown on the plat recorded in Volume 5, Page 231 of the Plat Records of Kerr County, Texas; and

WHEREAS, the Developer has previously executed and recorded a Declaration of Covenants, Conditions, Easements and Restrictions dated October 13, 2006, recorded in Volume 1558, Page 311, in the Official Public Records of Kerr County, Texas (the "Declaration") covering all of the property included in the Megan Manor Subdivision; and

WHEREAS, Developer desires to amend the Declaration as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and expressly for the benefit of and to bind the Developer, its successors and assigns, and in order to create and carry out a general and uniform plan for the development, improvement and use of the Lots within the Subdivision, the Developer hereby amends the Declaration as follows:

1. Section 1 of Article III is hereby amended in its entirety to read as follows:

"Section 1. Minimum Structure Size. No single family residence erected on a Lot shall have less than 1,800 square feet of living area, exclusive of open or screened porches, terraces, patios, garages and other accessory structures and buildings or areas of a similar nature that are typically not air conditioned."

2. Notice is hereby given that easements for storm water drainage and detention on Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, and Lot 17 of Megan Manor Subdivision have been or will be granted by the Developer to Kerr County.

3. Article III is hereby amended to add the following new Section 8:

"Section 8. Storm Water Detention Facility. The Owners of Lot 15, Lot 16, and Lot 17 of Megan Manor Subdivision shall be required to maintain (at such Owners' expense) the storm water

drainage easement and the detention facility area located on such Lots."

4. Except as expressly amended herein, the Declaration remains in full force and effect as written.

EXECUTED effective May 15, 2007.

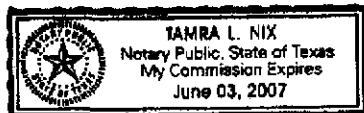
NAVA DEVELOPMENT, LTD.,
a Texas limited partnership

By: Nava Holdings, LLC,
General Partner

By: Pete Calderon
Pete Calderon, President

STATE OF TEXAS §
 §
COUNTY OF KERR §

The foregoing instrument was acknowledged before me on this 15th day of May, 2007, by Pete Calderon, President of Nava Holdings, LLC, General Partner of Nava Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Tamra L. Nix
Notary Public in and for the State of Texas

AFTER RECORDING,
RETURN TO:

Nava Development, Ltd. ✓
218 Quinlan Street
PMB 371
Kerrville, Texas 78028

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

MAY 16 2007



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

GILCHRIST DEED
REPS39, #85-790
1/6/86

WARRANTY DEED WITH VENDOR'S LIEN

00255

358 PAGE 562

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

THAT We, VERDON GILCHRIST and wife, MARGIE R. GILCHRIST, of the County of Kerr and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith, in the principal sum of SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS, payable to the order of grantors in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to CRAIG H. LESLIE, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JOHN BOFF, of the County of Kerr and State of Texas, all of the following described real property in Kerr County, Texas, to-wit:

Being all of a certain tract or parcel of land containing 22.98 acres, more or less, out of Rowland Nichols Survey No. 126, Abstract No. 262, in Kerr County, Texas; part of SUBDIVISION NO. 4 of the Will H. Furr Estate Subdivision, a 41.58 acre tract of land conveyed to Verdon Gilchrist, et ux, from Mrs. George T. Cantrell, by a Warranty Deed with Vendor's Lien executed the 12th day of January, 1967, and recorded in Volume 127, Page 231, of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

1185-790
1/6/86

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BEGINNING at a 1/2" iron stake set in a fenceline, the occupied common line between said SUBDIVISION NO. 4 and SUBDIVISION NO. 3 of the Will H. Furr Estate Subdivision and in the southwest right-of-way line of Homer Drive, a county road, for the east corner of the herein described tract; which point bears: 10.00 ft. S. 46° 52' W. from an existing bolt at a fence endpost, the occupied east corner of said SUBDIVISION NO. 4 in the former right-of-way line of said Homer Drive; and approximately 6427 ft. N. 45° 35' E. and 693 ft. N. 20° 50' W. from the lower or south corner of said Survey No. 126;

THENCE, along said fence with the occupied common line between SUBDIVISIONS NOS. 3 and 4: S. 47° 20' W., at 239.03 ft. passing an existing 7/8" iron stake, then continuing for a total distance of 578.50 ft. to an existing 1/2" iron stake; and S. 47° 12' W., 121.69 ft. to a 1/2" iron stake set for the south corner of the herein described tract;

THENCE, upon, over and across said SUBDIVISION NO. 4, N. 44° 01' W., 1427.70 ft. to a 1/2" iron stake set in the southeast right-of-way line of Goat Creek Cut-Off Road, a county road, and the northwest line of SUBDIVISION NO. 4 for the west corner of the herein described tract;

THENCE, with the said southeast right-of-way line of Goat Creek Cut-Off Road and northwest line SUBDIVISION NO. 4, N. 46° 52' E., 700.08 ft. to a 1/2" iron stake set at the right-of-way line intersection of said Goat Creek Cut-Off Road and Homer Drive for the north corner of the herein described tract;

THENCE, with the said southwest right-of-way line of Homer Drive, upon, over and across SUBDIVISION NO. 4, S. 44° 01' E., 1433.10 ft. to the PLACE OF BEGINNING.

Surveyed on the ground and field notes prepared by Lee C. Voelkel, Registered Public Surveyor No. 3909, on July 12, 1985.

This conveyance is made and accepted SUBJECT TO the following:

- (1) Easement to the Hill Country Telephone Cooperative, Inc. of record in Volume 13, Page 11, Easement Records of Kerr County, Texas.
- (2) Easement to L.C.R.A. of record in Volume 1, Page 113, Easement Records of Kerr County, Texas.
- (3) Easement to L.C.R.A. of record in Volume 82, Page 342, Deed Records of Kerr County, Texas.
- (4) Right-of-way Easement to Kerr County of record in Volume 4, Page 274, Easement Records of Kerr County, Texas.

- (5) No residence shall be constructed on that part of the subject property which fronts on the road known as Homer Drive unless said residence shall have a minimum living space of 1,100 square feet and the exterior construction of at least 50% masonry.
- (6) No residence shall be constructed on any part of the subject property that does not front on the road known as Homer Drive unless said residence shall have a minimum living space of 1,400 square feet and the exterior construction of at least 50% masonry.
- (7) Any visible and/or apparent roadways or easements over or across the subject property.

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

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 10th day of January, A.D. 1986.

FILED FOR RECORD

on 1-25 at 11:00

JAN 16 1986

PATRICIA DYE
Clerk County Court, Tarrant County, Texas
By [Signature] Deputy

[Signature]
VERDON GILCHRIST

[Signature]
MARGIE R. GILCHRIST


NOTARY PUBLIC
KERR COUNTY, TEXAS
1/6/86

VOL. 358 P. 565

THE STATE OF TEXAS S
COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally appeared VERDON GILCHRIST and MARGIE R. GILCHRIST, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day of January, A.D. 1986.


Jeffrey G. Henry
Notary Public in and for
Kerr County, Texas
My Commission Expires:

9-19-89

Purchaser's Address:

57 Hilltop Dr.
Kerrville, Tx 78028

WARRANTY DEED WITH
VENDOR'S LIEN

VERDON GILCHRIST, et ux

TO

return to:

JOHN BOFF

*57 Hilltop Drive
Kerrville, TX 78028*

FILED FOR RECORD

425 - 0000 - P 11

JAN 10 1986

PATRICIA DYE

County Clerk, Kerr County, Texas

By: [Signature]

FROM: G. LESLIE

ATTORNEYS AT LAW

229-B MAIN

KERRVILLE, TEXAS 78028

KERR COUNTY ABSTRACT CO., INC.

DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

MEGAN MANOR SUBDIVISION

STATE OF TEXAS §
 §
COUNTY OF KERR §

WHEREAS, NAVA DEVELOPMENT, LTD., a Texas limited partnership ("Developer") is the owner of approximately 17.03 acres of land in Kerr County, Texas, which has been subdivided and platted of record as the MEGAN MANOR SUBDIVISION (hereinafter referred to as the "*Megan Manor*" or the "Subdivision") as shown on the Plat recorded in Volume 5, Page 231 of the Plat Records of Kerr County, Texas; and

WHEREAS, it is the desire and intention of the Developer to restrict the property within *Megan Manor* to this Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration"); and

WHEREAS, it is the desire and intention of the Developer that all of the land within *Megan Manor* Subdivision be restricted according to a common plan as to allowed uses and permissible construction, so that all of the Subdivision and each successive owner of all or any part of the Subdivision shall be benefited by the restrictions by the preservation of the value, character and desirability of the land within the Subdivision.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and expressly for the benefit of and to bind the Developer, its successors and assigns, and in order to create and carry out a general and uniform plan for the development, improvement and use of Lots within the Subdivision, the Developer hereby declares that the land described in and subject to the above-referenced plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions:

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit or text otherwise provides) shall have the following meanings.

(a) "Properties" and "Subdivision" shall mean and refer to the above described properties known as MEGAN MANOR and such additional land, as are subject to this Declaration or any amended or supplemental declaration by Developer.

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(b) "Lot" shall mean and refer to any of the plots of land shown on a plat of Megan Manor, which is not designated or identified on the Plat as a road, common recreational area or for any use other than for a single family residence;

(c) "Subdivision Plat" shall mean and refer to the map or plat of Megan Manor, Kerr County, Texas, filed for record in Volume 5, Page 231 of the Plat Records of Kerr County, Texas, and any amendment thereof and any plat for additional tracts identified as units or a part of Megan Manor, upon filing of same for record in the Deed and Plat Records of Kerr County, Texas.

(d) "Living Unit" or "Residence" shall mean and refer to a single family residence and its attached or detached garage and accessory buildings situated on a Lot.

(e) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated house mates equal to the number of bedrooms in a living unit.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(g) "Declarant" shall mean and refer to Nava Development, Ltd., a Texas limited partnership, its successors or assigns who are designated as such in writing by Declarant with respect to the Lots acquired by such successor or assign. Nava Development, Ltd. is also sometimes referred to herein as the "Developer".

(h) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Megan Manor, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

ARTICLE II

SCOPE OF RESTRICTIONS AND USE RESTRICTIONS

Section 1. Scope of Restrictions. The covenants, conditions, restrictions and easements herein set forth shall constitute COVENANTS RUNNING WITH THE LAND and shall be binding upon Developer, its successors and assigns, and upon all persons or entities acquiring an individual Lot or Lots or all or any portion of the Subdivision unit, whether by purchase, descent, devise, gift or otherwise, and each such person or entity, by the acceptance of title to any part of the Subdivision, shall thereby agree and covenant to abide by the covenants, conditions, easements and restrictions set forth herein and to perform the covenants hereby imposed on owners of the Lots within the designated portions of the Subdivision.

Section 2. Residential Use. All Lots within the Subdivision are hereby restricted exclusively to single-family residential use. No structures shall be erected, placed or maintained on any Lot other than a conventionally constructed single-family private residence with such

accessory structures and buildings as guest houses, gazebos, cabanas, playhouses, tree houses, storage buildings and garages; provided, however, no such accessory structures or buildings may be used or occupied until the Residence on the Lot has been completed. All such accessory buildings are to be built simultaneously with or subsequent to construction of the Residence structure. The term "conventionally constructed single-family private residence" shall exclude specifically mobile homes, house trailers, modular homes and move-on homes. This covenant shall not prevent Developer from erecting and maintaining such temporary structures as are customary in connection with the development of a Subdivision, including temporary structures used in connection with a sales program in residential subdivisions or for construction of improvements for the Subdivision.

ARTICLE III

SITE PLANNING

Section 1. Minimum Structure Size. No single-family residence erected on a Lot shall have less than one thousand five hundred (1,500) square feet of living area, exclusive of open or screened porches, terraces, patios, garages and other accessory structures and buildings or areas of a similar nature that are typically not air conditioned.

Section 2. Minimum Setbacks and Placement of Structures. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established and those shown on the Subdivision Plat, if any. In no event shall any building or other structure be constructed, placed or maintained within twenty five feet (25) of any front Lot line, within ten feet (10') of any side Lot line, or within ten feet (10') of the rear boundary. In no event may any structure be constructed or maintained upon any utility or other easement. There shall be no projections nor encroachment into any utility or drainage easement. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. If a Residence is constructed on a homesite consisting of more than one (1) Lot, the combined area shall be considered as one (1) Lot for purposes of this provision and the setbacks shall apply to the exterior boundary of the combined Lots and shall not apply to the common interior boundary lines of the combined Lots. If a 100-year floodplain and/or drainage easement encroaches on any portion of a Lot, the limits of the flood plain or drainage easement will be considered as the applicable setback line if such setback is greater than the setback requirements set forth in this Section 2.

Section 3. Easements. In addition to those that may be set forth in this Declaration, each Lot shall be subject to all easements, setback lines, covenants and restrictions set forth on the recorded plat covering that particular Lot. Lot Owners may not place, erect or construct any structure or payment in these easement areas, with the exception of driveways. Lot Owners shall be required to maintain all easement areas on their respective Lots.

Section 4. Driveways. All driveways shall be of a hard surfaced material. These may include, but are not necessarily limited to, asphalt, smooth or pebble finished concrete,

concrete pavers or brick pavers. No more than one (1) driveway entrance per Lot shall be permitted.

Section 5. Garages. A garage able to accommodate at least two (2) and at most four (4) regular sized automobiles must be constructed and maintained as such for each Residence. The garage must be built and occupied at the same time the principal Residence is built. Garages will be allowed as builder's sales offices but must be reverted to use as a garage upon the conveyance or occupancy of home by a resident.

Section 6. Utilities. Overhead and underground utility services must extend to the property line of each Lot. Power, telephone and cable television service utility connection locations are generally clustered at the utility easement located on one of the front corners of each Lot. The location of water point-of-connections vary from Lot to Lot. The extension of services from these stub locations is the sole responsibility of each Owner. The utility extensions must be routed in a manner that minimizes disruption to any existing natural landscape. The routes must be considered in the site planning phase, and where possible, be sited at the same locations as other interruptions through the front setback line, such as alongside the driveway. All utilities extending from the point of connection to the residence must be placed underground. Utility connections, meter boxes and similar apparatus must be fully screened from view from adjoining Lots and streets or located on a side of a structure that cannot be viewed from any location outside the Lot. Propane tanks must be screened by a low wall so as not to be visible from adjoining Lots or streets. Propane tanks must be located within all building setbacks on the Lot.

Section 7. Grading and Drainage. No structure, landscaping, or other material shall be placed or shall be permitted to remain on a Lot and no other activities shall be permitted to be undertaken on a Lot that may damage or interfere with established slope lines, create erosion or land sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels.

ARTICLE IV

ARCHITECTURAL DESIGN

Section 1. Building Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty-five (35') in average height (measured from the top of the foundation to the topmost part of the roof) nor be more than two (2) stories in height.

Section 2. Exterior Walls and Finishes. The exterior walls of each primary Residence constructed on any Lot shall be at least seventy-five percent (75%) by area composed of masonry or masonry veneer. Said percentage shall apply to the aggregate area of all exterior walls. In determining compliance with this section window and door openings surrounded by masonry material shall be considered masonry and window and door openings surrounded by non-masonry materials shall be considered non-masonry. Masonry or masonry veneer includes square cut native or regional stone, wood mold, handmade brick of muted color and sand/smooth finished stone, but shall exclude hardiplank and concrete board and any product, regardless of

composition, which is manufactured to have a wood or non-masonry appearance. Vinyl siding and aluminum siding shall not be allowed.

ARTICLE V

DETAILS

Section 1. Walls, Screens and Fences. No fences shall be installed in front of any line of the primary residence on any side which fronts the street. No fence may be built between the street and the front setback line of the Lot. The location of fences must comply with the other provisions of this Declaration. No chain link fencing shall be allowed or approved. All fences must be built by a professional fence contractor.

Section 2. Related Structures. Every outbuilding, including but not limited to such structures as guests houses, gazebos, cabanas, playhouses, and storage buildings must be designed in such a way as to be complementary of the main structure and shall be integral elements of the home site as a whole. The overall design and the materials, colors and finishes used for such structures shall be similar to the main structure, and all such structures shall be permanently attached to a foundation on the Lot. All accessory buildings must comply with all applicable setback and easement requirements.

Section 3. Refuse Can Storage. Lot Owners shall keep each Lot clean and free of unused building materials, trash, rubbish and other debris. Owner (or Owner's contractor) shall provide adequate dumpsters or other containers for removal of construction matter, trash and debris during the period of construction. The dumpster shall be promptly emptied when full. No trash, garbage, construction debris, rubbish, abandoned or junk cars or other refuse may be dumped, disposed of or maintained on any Lot, vacant or otherwise. All rubbish trash, garbage and other waste shall be kept in sanitary refuse containers with tightly fitting lids. No refuse shall be burned on any Lot during construction of improvements or at any other times. Garbage and trash disposal must be provided by a private company contracting with the Lot owner. The private company providing garbage and trash disposal for a Lot owner must provide curb service and be properly licensed to provide such services. All garbage cans, recycling bins and other refuse containers must be stored so as to be out of view of the street and adjacent properties, except that such containers may be neatly placed in front of the Lots from 5:00 p.m. on day prior and until 8:00 p.m. on the days designated for garbage pickup.

ARTICLE VI

MISCELLANEOUS USE RESTRICTIONS & PROVISIONS

Section 1. Nuisances. No noxious, offensive, undesirable, unlawful or immoral activity shall be conducted on any Lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of adjacent Lots or to the Subdivision as a whole.

Section 2. Oil, Gas and Mineral Development. No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on any 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.

Section 3. Storage of Building Materials. No building materials of any kind shall be placed or stored upon any Lot except during construction; and then such materials shall be placed within the property lines of the Lot on which the improvements are to be erected. All such building materials must be removed within ninety (90) days of completion of the structure.

Section 4. Animals. No animals, livestock, swine, poultry, or other exotic or dangerous pets of any type (including, but not limited to pit bulls, boa constrictors, ferrets, etc.) shall be raised, bred or kept on any Lot; other than household cats, dogs (excluding pit bulls and similar fighting breeds) and other generally recognized household pets (including Vietnamese pot belly pigs). All animals shall be restricted to the Lot(s) of their owners by fences or other enclosures or restraints and not allowed to run at large. All animals must be fenced behind the front wall line of the residence on the Lot. All animals shall be kept in strict accordance with all applicable laws and ordinances (including leash laws). In any event, every animal must be kept within the confines of the Lot of its Owner and no animal shall be allowed to run at large within the Subdivision. Notwithstanding any other provision hereof, no animal may be kept on a Lot which may pose a safety or health threat to the community or which is offensive to the reasonable sensibilities of other Lot owners by virtue of appearance, odor or noise. Each Owner agrees that he shall be financially responsible for all harm or damage done to others, or to the property of others, by any animal maintained on his Lot.

Section 5. Signs. No signs or advertisements may be displayed on any Lot except to advertise its sale. No more than one (1) sign advertising a Lot for sale shall be displayed on any one (1) Lot and such sign shall be no larger than six (6') square feet. However, Developer shall have the right to construct and maintain signs in the subdivision advertising the Subdivision and the sale of Lots in the Subdivision. In addition, one (1) builder sign no larger than six (6') square feet shall be permitted during the construction of the Residence but must be removed when the Residence is occupied.

Section 6. Hunting and Firearms. No hunting, including, but not limited to, bow hunting, shall take place within the Subdivision. No firearms may be discharged in the Subdivision at any time.

Section 7. Prohibited Activities. No professions, business, or commercial activity to which the general public is invited shall be conducted on any Lot other than the sale of Lots by developer or the owner of a Lot reselling the Lot and improvements thereon.

Section 8. Mailboxes. All mailboxes for the Lots in the Subdivision shall be constructed of one hundred percent (100%) masonry and otherwise in accordance with the current postal authority standards.

Section 9. Radio, TV Antennae, Television Dishes, Solar Panels, Window Air Conditioners and Miscellaneous Equipment. No radio or television aerial wires, towers, antennae, discs, satellite dishes, solar panels, window or wall mounted air conditioners, or other unsightly apparatus or equipment of any type shall be erected, installed or placed on any Lot which extend more than eight (8') feet above the highest part of the roof of that dwelling and shall not be located on the front part of the dwelling or on the side of the dwelling nearer than ten (10') feet to the front wall line of the dwelling. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without being fully enclosed or fully screened from public view. Satellite or cable television dishes of eighteen inch (18") or smaller diameter are permitted without screening if they are maintained at locations not readily visible from the streets. No clothes lines shall be permitted anywhere on the Lot. Yard equipment and storage piles incident to normal residential requirements of a typical family must be screened from view from adjacent lots and streets.

Section 10. Propane and Natural Gas Tank. All propane, natural gas and similar fuel tanks in excess of five (5) gallons in size must be screened from public view and may not be located between the front line of the Residence and the street.

Section 11. Vehicles. Recreational vehicles, boats, campers, trailers, and similar vehicles may be kept in a garage after construction of the Residence. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment is permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area that prevents view thereof from adjacent Lots and streets, unless the vehicle is temporarily parked for the purpose of serving the Lot.

Section 12. Maintenance of Lots. The Owners of all Lots shall maintain their Lot(s) in a sanitary, healthful, and attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot within ninety (90) days of completion of the structure.

Each Owner shall provide and maintain safe and adequate drainage within and across his Lot and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which causes drainage to divert unnaturally onto an adjoining Lot.

Section 13. Sanitary Facilities. Each Owner and/or Contractor shall be required to provide adequate temporary sanitary facilities for his construction workers. Such Sanitary facilities shall be placed within the building set back lines of the Lot on which the workers are working.

Section 14. Restriction on Further Subdivision. No Lot shall be re-subdivided or conveyed or encumbered in any size less than the full dimensions shown on the originally recorded plat of the Subdivision, unless it meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. Notwithstanding the restriction in the size

of Lots, a Lot owner may transfer land for widening of a roadway without violation of this restriction. A landowner may combine two (2) or more contiguous Lots into one (1) Lot and such combined Lot when replatted shall be treated as one Lot.

Section 15. Sewage. No outside toilets shall be used, constructed or permitted on a Lot, except temporary portable toilets used during the construction of a Residence. No installation of any kind for disposal of sewerage shall be constructed or maintained which would result in treated or untreated sewerage or septic tank drainage being drained onto or into the surface of any part of the Subdivision, or onto or into any body of water located in the Subdivision. No means of sewerage disposal may be installed, used or maintained except a septic tank, an improved gray water system or a similar or improved means of sanitary sewerage disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary sewerage disposal facilities complying with this paragraph have been completely finished.

ARTICLE VII

GOVERNMENTAL REQUIREMENTS

Section 1. Owners Acknowledgment. Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to his Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action by the Declarant, shall act to relieve an Owner from such duty of compliance.

Section 2. Additional Obligations of Builders and Contractors. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Owner and each of Owner's contractors assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Commission on Environmental Quality related to each Lot. Each Owner and their contractors, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant from any cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

ARTICLE VIII

AMENDMENT

This Declaration may be amended until January 1, 2017, by written instrument executed by the Owners of eighty percent (80%) or more of the Lots, such amendment to be effective upon recording of such written instrument in the Real Property Records of Kerr County, Texas, provided that until such date no amendment hereto shall be effective unless approved and executed by Declarant. After January 1, 2017, this Declaration may be amended in like manner by the Owners of eighty percent (80%) or more of the Lots but the approval and joinder of Declarant shall not be required after said date. Notwithstanding the foregoing, Declarant shall

have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

ARTICLE IX
ENFORCEMENT

In addition to the remedies for enforcement provided for elsewhere in this Declaration or by law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, by any Owner, his family, guests, lessees or licensees shall authorize Declarant or any Owner, including Declarant, to avail itself of any one or more of the following remedies:

- (a) The right of Declarant to enter the Lot to cure or abate such violation through self help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Declarant with respect to the exercise of such remedy; or
- (b) The right of Declarant or any Owner to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

Failure of the Declarant, or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the filing of suit by Declarant. Neither this Article nor the other terms of this Declaration shall be deemed or construed to impose an obligation on Declarant to police, control, restrain, enjoin or seek redress for any violation of the terms hereof.

ARTICLE X
MISCELLANEOUS

Section 1. Limitations of Liability. The Developer shall not be liable in damages or otherwise to anyone submitting plans, specifications and plot plans for approval or to any owner of a Lot in the Subdivision 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 to disapprove any plans, specifications, plot plans or other matters submitted to it or arising out of any other action taken, including enforcement actions, or not taken by them, jointly or severally, pursuant to the provisions of this Declaration. All decisions of the Developer shall be final and binding, and there shall be no revisions of any action and/or decision of the Developer except procedures for injunctive relief when such action and/or decision is arbitrary and capricious.

Section 2. Partial Invalidity. Invalidation of any of these covenants, conditions, easements or restrictions (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, conditions, easements and restrictions contained herein.

Section 3. Laws and Regulations. All owners of any Lots within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

Section 4. Attorneys' Fees. If any controversy, claim, or dispute arises relating to this Declaration, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Section 5. Duration. These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Subdivision for an initial period ending January 1, 2027, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of eighty percent (80%) or more of the Lots has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three months immediately prior to the date the covenants otherwise would be automatically extended. These covenants, conditions, easements and restrictions may be terminated in whole at any time after January 1, 2027, by an instrument signed by the Owners of eighty percent (80%) or more of the Lots and recorded agreeing to terminate said covenants in whole.

Section 6. Reservation of Rights. Developer shall have, and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not materially impair or affect the vested property or other rights of any Lot owners. Notwithstanding this reserved right, Developer shall have no obligation to take any action under this provision.

Section 7. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part hereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XI

PURCHASE "AS IS"

Each prospective purchaser is responsible for thoroughly inspecting and examining the Lot in which he is interested and for conducting such investigations of such Lot(s) as he deems necessary for him to evaluate his purchase. By completing the purchase of a Lot, each prospective purchaser is acknowledging that he is purchasing the Lot on an "as is," "where is" and "with all faults" basis. By purchasing a Lot, each Owner agrees to indemnify and hold harmless Declarant, its partners, officers, directors, contractors, employees and agents from and against any claims, costs, fees, expenses, damages or liabilities that an Owner, his family, employees, guests, contractors and any other invitees may suffer or incur as a result of, arising out of or related to the above described caves, sinkholes, streets, trees within or near the street rights-of-way and/or drainage facilities. Each Owner unconditionally releases Declarant, its partners, officers, directors, contractors, employees and agents, both known and unknown, present and future, arising out of or related to said caves, sinkholes, streets, trees within or near the street rights-of-way and/or drainage facilities.

IN WITNESS WHEREOF the undersigned have executed this instrument as of the 13 day of Oct, 2006.

FILED FOR RECORD
at 3:40 o'clock P.M.
OCT 13 2006

ANNETT PIEPER
Clark County Court Clerk
Clark County, Texas
Deputy

NAVA DEVELOPMENT, LTD.,
a Texas limited partnership

By: NAVA HOLDINGS, LLC., General Partner

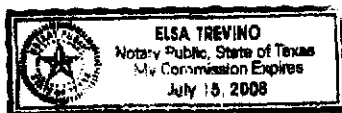
By: Pete Calderon
Pete Calderon, President

STATE OF TEXAS

COUNTY OF Keel

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The foregoing instrument was acknowledged before me this 13th day of Oct, 2006, by Pete Calderon, President of Nava Holdings, LLC, a Texas limited liability company, General Partner of Nava Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Elsa Trevino
NOTARY PUBLIC, STATE OF TEXAS