

JAPONICA HILLS

RESTRICTIONS

Volume 214, Page 151 and Volume 291, Page 289, Deed Records of Kerr County, Texas; Volume 712, Page 154; Volume 712, Page 156; Volume 712, Page 158; Volume 712, Page 160; Volume 712, Page 162; Volume 712, Page 164; Volume 712, Page 166; Volume 712, Page 168; Volume 712, Page 170; Volume 712, Page 172; Volume 712, Page 174; Volume 712, Page 176; Volume 712, Page 178; Volume 712, Page 180; Volume 712, Page 182; Volume 954, Page 12 and Volume 1117, Page 436, Real Property Records of Kerr County, Texas; Volume 1723, Page 6, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Road Easement as reserved in deed recorded in Volume 192, Page 761, Deed Records of Kerr County, Texas.
- Utility Easements as per the Plats recorded in Volume 4, Page 116 and Volume 4, Page 164, and Volume 5, Page 199, Plat Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 214, Page 151, Deed Records of Kerr County, Texas.
- Water Use Agreement as per the deed dated {PR,"enter date of deed out of Camp LaJunta",DT2,1}, recorded in Volume {PR,"enter volume number of first deed out of Camp LaJunta",IN1,2}, Page {PR,"enter page number of first deed out of Camp LaJunta",IN1,3}, {PR,"enter type of records for first deed out of Camp LaJunta",ST1,4} Records of Kerr County, Texas, and as restated in Volume 291, Page 289, Deed Records of Kerr County, Texas, and in Volume 954, Page 12, Real Property Records of Kerr County, Texas, and in Volume 1723, Page 6, Official Public Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 291, Page 289, Deed Records of Kerr County, Texas, Volume 954, Page 12, Real Property Records of Kerr County, Texas, and in Volume 1723, Page 6, Official Public Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 291, Page 289, Deed Records of Kerr County, Texas, and in Volume 954, Page 12, Real Property Records of Kerr County, Texas, and Volume 1723, Page 6, Official Public Records of Kerr County, Texas.
- Ownership Certification and Dedication of Road first dated on September 20, 1985, recorded in Volume 359, Page 405, Real Property Records of Kerr County, Texas; Notice of Abandonment of Platted Road Easements first dated on March 8, 1999, recorded in Volume 1059, Page 417, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.

March 9, 2020

Scanned missing documents and added:

Vol. 1166, p. 12

Vol. 1166 p. 265

Vol. 1728 p. 200

File No. 14-00989

File No. 14-01523

786461

VOL. 214 PAGE 151

STATE OF TEXAS I
COUNTY OF KERR I

RESTRICTIONS AND EASEMENTS FOR
JAPONICA HILLS, a subdivision in
Kerr County, Texas

WHEREAS, CAMP LA JUNTA, INC., and LEON M. TREIBER, hereinafter called DEVELOPER, owns that certain property known as JAPONICA HILLS, being the identical property referred to by plat recorded in Volume 4 Page 116 of the Plat Records of Kerr County, Texas;

AND WHEREAS, DEVELOPER desires to improve, use, and sell said lands in an orderly manner and to enhance the permanent value thereof for the mutual benefit of all subsequent owners;

NOW, THEREFORE, DEVELOPER hereby adopts and imposes the following restrictions, reservations, and covenants, hereinafter called restrictions, upon each and every tract of land shown upon the above referred to plat of JAPONICA HILLS, such restrictions to be covenants running with the land, as follows:

1. Use - Each tract shall be used primarily for residential non-commercial purposes. No building erected on any tract shall be erected nearer than thirty (30) feet to any boundary of said tract. No tract is to be re-subdivided after initial sale by DEVELOPER into tracts less than five (5) acres in size. DEVELOPER reserves the right to resubdivide all or any part of the remainder of JAPONICA HILLS into smaller or larger tracts as DEVELOPER deems proper in its sole discretion. No mobile or portable homes, trailers, or temporary structure of any sort shall be used as a residence on said tracts whether or not same is placed on a foundation of any type without first obtaining DEVELOPER'S express written consent thereto.
2. Animals - No swine shall be kept on said tracts. Other animals, such as horses, cows, sheep, or goats are permitted, but no commercial use of said tracts for breeding, fattening, keeping, or selling of any animals shall be permitted.
3. Sewage - All toilets shall be indoor. No sewage disposal system, sanitary system, cesspools or septic tank shall be constructed, altered, or allowed to remain or be used in any tract unless fully approved as to operation, design, capacity, location, and construction by all proper public health agencies of the State of Texas and the County of Kerr.
4. Nuisance - No tract shall be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said tract which is a nuisance or might become a nuisance to the owners of any surrounding tracts including the disposal of trash, garbage and junked cars. Storage of wrecked or non-operative motor vehicles or the wrecking of same shall not be permitted.

5. Timber, Dirt & Minerals - The only drilling activity permissible on any tract shall be to obtain water. No timber, dirt or minerals of any kind shall be removed for commercial purposes from any tract by the purchaser thereof.

6. Streets, Roads & Easements - All streets, roads and easements shown upon the abovementioned plat of JAPONICA HILLS hereby are expressly reserved to the use in common in perpetuity by DEVELOPERS, their heirs, successors and assigns, and all owners of tracts in such subdivision and their heirs and assigns, and each tract and any instrument pertaining to such tract or the title thereto shall be subject to all streets, roads, and easements of any type mentioned in this paragraph or visible upon the land whether referred to in such instrument or not. Utility easements lying 10 feet on each side of all boundary lines of each tract and 10 feet on each side of the roadways reflected by the above plat are reserved for the construction, operation, maintenance, and repair of any utility, regardless of whether public or private or whether presently contemplated or not, including but not limited to electricity, water, gas, telephone, television cable, or any other utility or service. DEVELOPER, and its successors and assigns, shall not be liable in any manner for any damage to any tract or any improvement thereon incurred by any activity mentioned in this paragraph.

7. Duration - These restrictions, covenants, and reservations shall be perpetual except as otherwise provided herein.

8. Amendment and Enforcement - These restrictions, covenants, and reservations may be amended at any time by those persons or legal entities owning more than 50% of the total acreage originally comprising JAPONICA HILLS. Enforcement of these restrictions shall be by proceedings at law or in equity to restrain violations or to recover damages, against any person or persons violating or attempting to violate any covenant or restriction herein and such remedies shall be available to any tract owner.

9. Water Supply System - At such time as DEVELOPER may install a water supply system for such subdivision, each tract owner shall automatically hold the privilege of obtaining water from such system upon such terms as may then be agreed, but upon using water from the water supply system, any tract owner so using water shall also be obligated to pay a proportionate share of the operating, maintenance, and repair expense of such system, on the same ratio that the number of acres owned by such tract owner bears to the total number of acres in the original plat of such subdivision.

10. Successors and Assigns - These restrictions shall be binding upon and for the benefit of all heirs, successors, and assigns of DEVELOPER and all tract owners.

ADOPTED this 8th day of May, 1978.

DEVELOPER:

CAMP LA JUNTA INC.

BY:

Lawrence L. Graham
LAWRENCE L. GRAHAM
Executive Vice President

ATTEST:

Judith Rae Graham
JUDITH RAE GRAHAM
Secretary

BY:

Leon M. Treiber
LEON M. TREIBER

THE STATE OF TEXAS }
COUNTY OF KERR }

VOL. 214 PAGE 153

BEFORE ME, the undersigned authority, on this day personally appeared LEON M. TREIBER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of August, 1978.

Carol A. Millett
Notary Public, Kerr County, Texas
My commission expires: 3-2-79

THE STATE OF TEXAS }
COUNTY OF KERR }

BEFORE ME, the undersigned authority, on this day personally appeared LAWRENCE L. GRAHAM, Executive Vice President, of CAMP LA JUNTA, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of August, 1978.

Carol A. Millett
Notary Public, Kerr County, Texas
My commission expires: 3-2-79

RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS	CAMP LA JUNTA, INC., ET AL TO THE PUBLIC	FILED FOR RECORD at 3:45 o'clock P.M. OCT 2 1978 <i>Carol A. Millett</i> Kerr County Clerk, Kerr County, Texas <i>Marion Scherer</i> Deputy	Return to: EDGAR A. WALLACE, JR. ATTORNEY AT LAW 406 Main Street KERRVILLE, TEXAS 78028
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Filed for record October 2, 1978 at 3:15 o'clock P.M.
Recorded October 5th, 1978
EMMIE M. MUENKER, Clerk

By Marion Scherer Deputy

1364

STATE OF TEXAS |
COUNTY OF KERR |

VOL. 291 PAGE 289

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A SUBDIVISION
IN KERR COUNTY, TEXAS

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas (said records now being known as the Official Public Records of Real Property of Kerr County, Texas) Comp LaJunta, Inc. and Leon M. Treiber, hereinafter called Developer, the then sole owners of the hereinafter described real property, imposed certain reservations, restrictions and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Micheal Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas and

WHEREAS, the undersigned are the present owners of a majority of the acreage in said subdivision, and

WHEREAS, paragraph one (1) of the above described restrictions reads as follows:

1. Use Each tract shall be used primarily for residential non-commercial purposes. No building erected on any tract shall be erected nearer than thirty (30) feet to any boundary of said tract. No tract is to be resubdivided after initial sale by Developer into tracts less than five (5) acres in size. Developer reserves the right to resubdivide all or any part of the remainder of Japonica Hills into smaller or larger tracts as Developer deems proper in its sole discretion. No mobile or portable homes, trailers, or temporary structure of any sort shall be used as a residence on said tracts whether or not same is placed on a foundation of any type without first obtaining Developer's express written consent thereto, and

WHEREAS, the purpose of this instrument is to amend said covenants and restrictions in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being the present owners of a majority of the acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained herein, do hereby amend those certain reservations, restrictions and covenants contained in that certain instrument dated May 8, 1978, recorded in Volume 214 page 151 of the Deed Records of Kerr County, Texas, which are reservations, restrictions and covenants on all of the following described real property in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Micheal Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, as follows:

1. Paragraph No. One (1) is hereby amended to read as follows:

No part of said land shall be used for any commercial purpose, except that nothing herein shall be construed to prevent the owner from rendering professional services of a purely personal nature as long as such services do not attribute to the property or any part thereof any appearance of a commercial use.

No building erected on any tract shall be erected nearer than thirty (30) feet to any boundary of said tract.

None of said tracts, or the improvements erected thereon, shall be used for any purpose other than a private single family residence with the usual and customary accessory buildings such as, but not limited to, garage, guest cottage and servants quarters. No mobile or portable homes, trailers, or temporary structure of any sort shall be used as a residence.

No tract is to be re-subdivided into tracts less than five (5) acres in size.

2. Paragraph No. Two (2) in said restrictions is hereby amended to read as follows:

No swine shall be kept on said tracts. Other animals such as horses, cows, sheep or goats are permitted if the same are maintained in such a manner as to not be conspicuous, noxious and offensive, or to present a health hazard. The raising, keeping or selling of animals for commercial purposes on any tract in this subdivision is strictly prohibited.

All of the property in this subdivision shall be designated as a game preserve. No hunting of any kind will be permitted.

3. Paragraph No. Six (6) in said restrictions is hereby amended to read as follows:

Each tract and any instruments pertaining to such tracts shown upon the above mentioned plat of Japonica Hills or the title thereto shall be subject to all streets, roads, and easements of any type mentioned in this paragraph or visible upon the land whether referred to in such instrument or not. Utility easements lying 10 feet on each side of all boundary lines of each tract and 10 feet on each side of the roadways reflected by the above mentioned plat are reserved for the construction, operation, maintenance, and repair of any utility, regardless of whether public or private or whether presently contemplated or not, including but not limited to electricity, water, gas, telephone, television cable, or any other utility or service. Developer, and its successors and assigns, shall not be liable in any manner for any damage to any tract or any improvement thereon incurred by any activity mentioned in this paragraph.

All roads in the subdivision will be maintained by the Developer until dedicated to Kerr County, or until January 1, 1985, whichever comes first.

4. Paragraph No. Seven (7) in said restrictions is hereby amended to read as follows:

These restrictions and covenants shall be effective until January 1, 1994, after which period said restrictions and covenants shall be auto-

matically be extended for successive periods of ten (10) years each, unless an instrument executed by the owners of two thirds (2/3) of the acreage in said subdivision has been filed for record in the office of the County Clerk of Kerr County, Texas, agreeing to change or amend said covenants and restrictions in whole or in part. In addition, said restrictions and any amendments thereto may be amended at any time by the owners of two thirds (2/3) of the acreage in said subdivision by written instrument filed for record in the office of County Clerk of Kerr County, Texas, agreeing to change or amend said covenants and restrictions in whole or in part.

For the purpose of determining a two thirds (2/3) majority, each owner of property in Japonica Hills shall be entitled to one (1) vote for each acre, and a fractional vote for each fraction of an acre of the property so owned. For example, 8.63 acres has 8.63 votes. When more than one person holds interest in any portion of the property, the vote for each such acre so owned shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such jointly owned acre of land. Total acreage in the subdivision of Japonica Hills is 199.06, therefore, there will be a total of 199.06 votes.

5. Paragraph No. Eight (8) in said restrictions is hereby amended to read as follows:

There will be an annual meeting of property owners.

At any time hereafter, the owners of two thirds (2/3) of the acreage in Japonica Hills Subdivision may by affirmative vote appoint and elect a committee composed of three (3) persons for a term of three (3) years, each of whom shall be an owner of property in Japonica Hills, said committee to be known as the Owners Committee of Japonica Hills. The appointment or election of said committee may be evidenced by a recording of an appropriate instrument signed and acknowledged by the owners of two thirds (2/3) of the acreage in Japonica Hills, and filed in the Official Public Records of Real Property in Kerr County, Texas, and such instrument will be conclusive evidence of the authority of said committee to collect and expend in the interest of Japonica Hills the maintenance fund hereinafter provided for; to enforce by appropriate proceedings all covenants and restrictions on Japonica Hills; to enforce any lien imposed on property in said subdivision by reason of a violation of any of these covenants; to approve or disapprove plans and specifications of improvements in said subdivision; to operate, maintain, repair or replace the water system and roads in said subdivision.

Upon being elected to the Owners Committee, the three members will determine among themselves who will serve in which of the following three offices:

CHAIRMAN. The Chairman shall preside at all meetings of the Owners Committee and the annual meetings of the property owners, shall have general and active management of the business of the subdivision and shall see that all orders and resolutions of the Owners Committee are put into effect.

SECRETARY. The Secretary shall attend all meetings of the Owners Committee and all meetings of the property owners and record all proceedings of the Owners Committee and property owners meetings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the Owners Committee and of the property owners, and shall perform such other duties as may be required by the Committee.

TREASURER. The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. At the annual property owners meeting, he shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Members of the Owners Committee may at any time be relieved of their positions and substitute or succession members may be appointed by a vote of the owners of two thirds (2/3) of the acreage in said subdivision, and a recording of the signatures of said owners of said two thirds (2/3) shall be evidence thereof as set out above. In case of the resignation, death or incapacity to serve as a Committee member, the remaining two Committee Members may appoint a substitute Committee member to serve the remainder of the term.

6. Paragraph No. Nine (9) in said restrictions is hereby amended to read as follows:

Each tract owner shall automatically hold the privilege of obtaining water from the water supply system and owns a proportionate share of the system on the same ratio that the number of acres owned by such tract owner bears to the total number of acres in the original plat of the subdivision, said water supply system including the pump, pressure and reserve tanks, distribution lines up to and including the water meter, and the tract of land on which the system is situated. Water meters will be installed for each user who obtains water from the system, and each user shall be billed on a regular basis for the amount of water used, at a rate to be determined by the Owners Committee. All expense of the routine operation of water production shall be borne by those owners actually using water from the system.

7. Property in Japonica Hills may be subjected to an annual maintenance charge which shall be an equal amount per acre. Said annual maintenance charge shall be in such amount as may be determined by the Owners Committee during the month of December of each year and shall be payable annually in advance upon the first day of January of each year on and after January 1, 1985; provided however, for the year 1984, said maintenance charge may be assessed by the Owners Committee in the month following the month in which the Owners Committee is appointed and elected and shall be due and payable thirty (30) days after notice of assessment has been received by the

owners of property in Japonica Hills. The Owners Committee may charge a penalty for unpaid assessments. Said Annual Maintenance charge shall be paid to the Owners Committee and shall be held by it in trust to be expended for any and all of the following: Improving and maintaining the roadways, repair or replacement of a capital improvement upon the water system serving said subdivision, and doing such other things necessary or desirable in the opinion of the Owners Committee to keep the property in good order and which may be of benefit to all the owners of said subdivision, including any expense incurred in the enforcement of these restrictions.

In addition to the annual maintenance charge authorized herein, the Committee may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the water system provided that any such assessment shall have the consent of the owners of two thirds (2/3) of the acreage in said subdivision voting in person or by proxy at a meeting duly called for that purpose.

8. If any of the above and foregoing restrictions, covenants and amendments thereto shall be held to be invalid by judgment or order of a court of competent jurisdiction, or for any reason is not enforced, none of the others shall be affected, altered or impaired thereby, but shall remain in full force and effect.

Failure by the Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9. In all other respects, all of the terms and provisions contained in that certain instrument dated May 8, 1978, recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, imposing reservations, restrictions and covenants upon the above described property in Japonica Hills, are hereby ratified and confirmed and shall remain in full force and effect together with the amendments thereto.

WITNESS OUR HANDS on the respective dates shown below:

VOL. 291 PAGE 294

Date	Tract No.	Address	Signature of Owner(s)
2-18-84	5	Box 271, Rockport, Tx 76362	<u>[Signature]</u>
✓	✓	✓	Jane Mosier
2-18-84	7	10417 Moorberry Houston TX	<u>[Signature]</u>
2-18-84	6	P.O. Box 466	<u>[Signature]</u>
2/18/84	6	P.O. Box 466	<u>[Signature]</u>
2/18/84	8	3510 Wilton Hill, Austin City, TX 78757	<u>[Signature]</u>
2/14/84	8	- - - - -	<u>[Signature]</u>
2/15/84	3	Box 398 Hunt, TX	<u>[Signature]</u>
2/15/84	9	Box 427 Hunt, Tex.	<u>[Signature]</u>
2-18-84	4-5-6	Box 136 Hunt, Tx.	<u>[Signature]</u>
2/18/84	5	503 Blacksta Houston 77079	<u>[Signature]</u>
2/18/81	5	- - - - -	<u>[Signature]</u>
2/18/84	4-5-6	P.O. Box 342 Ingram, Tex	<u>[Signature]</u>
2/18/84	4-5-6	P.O. Box 342 Ingram, Texas	<u>[Signature]</u>
2/18/84	3	Box 398 Hunt 78024	<u>[Signature]</u>
2/18/84	9	P.O. Box 427, Hunt	<u>[Signature]</u>
2-21-84	6	P.O. Box 376 Hunt, Tex.	<u>[Signature]</u>
2-21-84	6	P.O. Box 376 Hunt, Tex.	<u>[Signature]</u>
2-21-84	1	P.O. Box 174 Hunt, Tx	<u>[Signature]</u>
2/21/84	1	P.O. Box 174 Hunt Tx	<u>[Signature]</u>

STATE OF TEXAS

COUNTY OF KERR

VOL 291 PAGE 295

BEFORE ME, the undersigned authority, on this day personally appeared:

Robert Masier

Tone Masic

Donald E. Kenney

Thomas A. Sweeney

John L. Sweetser

Joanne B. Landolt

David D. Lando

Betty Kirk Frith

Floris Massey

Larry L. Grabanc

Barbara V. Glaman

Heine Glaman

Dora G. Tröeber

Leon M. Treiber

Charles J. Friths

L. T. Massey

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of Feb., 1984.

Notary Public/In and for Kerr County, Texas
My commission expires 3-31-85
Roxey Vee Sireat

Roxey Vee Sewart

STATE OF TEXAS |
COUNTY OF KERR |

VOL 291 PAGE 296

BEFORE ME, the undersigned authority, on this day, personally appeared Helen A. and Wayne B. Davenport known to me to be the person(s) whose name(s) is (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 this 21st day of Feb., 1984.

Roxey Lee Sweet
Notary Public in and for Kerr County,
Texas Roxey Lee Sweet
My Commission expires 3-31-85.

STATE OF TEXAS |
COUNTY OF KERR |

BEFORE ME, the undersigned authority, on this day, personally appeared Deborah and David Talley known to me to be the person(s) whose name(s) is (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 this 21st day of Feb., 1984.

Roxey Lee Sweet
Notary Public in and for Kerr County,
Texas Roxey Lee Sweet
My Commission expires 3-31-85.

#13674
Amendments
& Restrictions
to Easements
Japanese Hills
The Public

FILED FOR RECORD
at 11:14 a.m. A

FEB 22 1984

PATRICIA DYE
Clerk, County Clerk, Kerr County, Texas
By Patricia Dye Deputy

Return to:
Betty Fritts
Box 398
Hunt, Texas 78024

Filed for record February 22, 1984 at 11:14 o'clock A.M.
Recorded February 28, 1984
PATRICIA DYE, Clerk
By Mary A. Harrison Deputy

Filed City of Spl. AR. 12 230
PATRICIA DYE
125
Kerr County Clerk, Kerr County, Texas
C.M.

STATE OF TEXAS I
COUNTY OF KERR I 7711

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Troiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 30 day of December, 1992.

Charles J. Fritts
Betty K. Fritts
BETTY K. FRITTS

STATE OF TEXAS I
COUNTY OF KERR I

Before me, the undersigned authority, on this day personally appeared Charles J. Fritts and Betty K. Fritts 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, this 30 day of December 1992.
Filed by Return to
Japonica Hills
P.O. Box 398
Hunt, TX 78024

Linda Felten
Notary Public in and for
Kerr County, TX
Linda Felten
Notary Public
State of Texas

RECORD Real Property
VOL 712 PG 154

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

provisions 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.)
COUNTY OF KERR

I hereby certify that this instrument was FILED in File Number Sequence on the 21st day 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

SEP 21 1993



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.

STATE OF Florida
COUNTY OF Okaloosa

7712

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 29 day of December, 1992

December, 1992
~~William L. Kirk~~
 WILLIAM L. KIRK
~~Nancy M. Kirk~~
 NANCY M. KIRK

STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned authority, on this day personally appeared William L Kirk and Nancy M Kirk 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, this 29 day of December, 1992.

Filed by & Return to:

Japanese Hills

P.O. Box 398

Hunt, Tx 78024

Notary Public for
OKaloosa, FL

Printed Name: [REDACTED] Public

RECORD Real Property
 VOL 712 PG 156

RECORDING DATE

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY

provisions herein which restricts 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

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF Texas I
COUNTY OF Kerr I

7713

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 7th day of Dec., 1992

Elaine H. Massey
ELOISE H. MASSEY
C. T. Massey
C. T. MASSEY

STATE OF Texas I
COUNTY OF Kerr I

Before me, the undersigned authority, on this day personally appeared Elaine H. Massey and C. T. Massey, 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, this 7th day of December, 1992

Diane G. Esquell
Notary Public in and for
Kerr County, TX
Diane G. Esquell
Printed Name of Notary Public



P.O. Box 398

My Commission expires 11/17/98

RECORD Real Property
VOL 712 PG 158

RECORDING DATE

SEP 21 1993

*Patricia Dye*
COUNTY CLERK, KERR COUNTY

provisions herein which restricts 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 #: the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on:

SEP 21 1993

*Patricia Dye*
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF Texas I
COUNTY OF Harris I

7714

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 17th day of December, 1992

Elsa H. Daniels
ELSA H. DANIELS

STATE OF Texas I
COUNTY OF Harris I

Before me, the undersigned authority, on this day personally appeared Elsa H. Daniels ~~and~~ whose name ~~and~~ is subscribed to the foregoing instrument and acknowledged to me that she ~~has~~ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of December, 1992.

Kathryn Evans
Notary Public in and for
Harris County, Texas.

Kathryn Evans
Printed Name of Notary Public

My Commission expires 4/1/94

Filed by a Return to
Japonica Hills
P.O. Box 398
Hunt, TX 78024



RECORD Real Property
 VOL 712 PG 160

RECORDING DATE

SEP 21 1993



Patricia Dye
 COUNTY CLERK, KERR COUNTY

provisions herein which restricts the sale, rental or use of the described re-
 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 #: 150
 374 and at the time stamped herein by me and was duly RECORDED in the Official
 Public records of Real Property of Kerr County, Texas on

SEP 21 1993



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS X
COUNTY OF ARANSAS X 7715

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

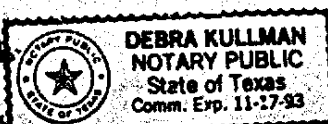
Dated this the 21st day of DECEMBER, 1992.

R.D. MOSIER JR.
JANE B. MOSIER
JANE B. MOSIER

STATE OF TEXAS X
COUNTY OF ARANSAS X

Before me, the undersigned authority, on this day personally appeared R.D. MOSIER JR. and JANE B. MOSIER 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, this 21st day of DECEMBER, 1992.



Debra Kullman
Notary Public in and for
ARANSAS County, TEXAS.

DEBRA KULLMAN
Printed Name of Notary Public

Filed by Return

Japonica Hills

D.R. 398

My Commission Expires 11-27-93

RECORD Real Property
 VOL 712 PG 162

RECORDING DATE

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY

provisions herein which restricts 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 of the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF Texas X
 COUNTY OF Kerr X

7716

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
 SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 23 day of December, 1992.

STATE OF Texas X
 COUNTY OF Kerr X

Bryant Truitt
 BRYANT TRUITT
Shari Truitt
 SHARI TRUITT

Before me, the undersigned authority, on this day personally appeared Bryant Truitt and Shari Truitt whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

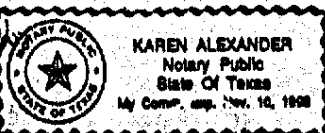
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of December, 1992.

Karen Alexander
 Notary Public in and for
 County,

Printed Name of Notary Public

My Commission Expires

Filed by *Robert*
 Japonica Hills



RECORD Real Property
VOL. 712 PG 164

RECORDING DATE

SEP 21 1993



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)

I hereby certify that this instrument was FILED in File Number Sequence 17- The 1st and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

SEP 21 1993



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.

STATE OF TEXAS X

COUNTY OF KERR X

7717

**AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.**

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp La Junta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 17th day of August, 1993

Donald E. Kenney
DONALD E. KENNEY
Willie Kenney
WILLIE KENNEY

STATE OF TEXAS X

COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared DONALD E. KENNEY and WILLIE KENNEY 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, this 17th day of August, 1993.

Ellen Valentine
Notary Public in and for
Harris County, Texas

Filed by Return

Japonica Hills



ELLEN VALENTINE
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-08-95

Printed Name of Notary Public

My Commission expires

RECORD Real Property
VOL 712 PG 166

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

provisions herein which restricts the sale, rental or use of the described or
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 of the
file 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

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS I

COUNTY OF KERR I

7718

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 20th Day of August, 1993.

[Signature]
ANN H. SKIPPER
[Signature]
G.A. SKIPPER, JR.

STATE OF TEXAS I

COUNTY OF KERR I

Before me, the undersigned authority, on this day personally appeared Ann H. Skipper and G.A. Skipper Jr. 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, this 20th day of August, 1993.

[Signature]
Carol Behnsch
Notary Public in and for,
Kerr County, Texas

[Signature]
Carol Behnsch
Printed name of Notary Public

My Commission expires 10-10-96



RECORD Real Property
VOL 712 PG 168

RECORDING DATE

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY

provisions herein which restricts the sale, rental or use of the described or 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 of: the 1st and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS I
COUNTY OF KERR I

7719

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

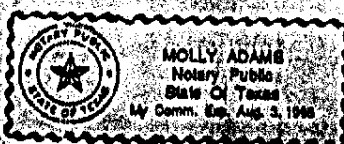
Dated this the 30 day of August, 1993

[Signature]
WAYNE B. DAVENPORT
HELEN A. DAVENPORT
HELEN A. DAVENPORT

STATE OF TEXAS I
COUNTY OF KERR I

Before me, the undersigned authority, on this day personally appeared Wayne B. Davenport Helen A. Davenport 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, this 30th day of August, 1993



[Signature]
Molly Adams
Notary Public in and for
Kerr County, TX
[Signature]
Molly Adams
Printed Name of Notary Public

Filed by *[Signature]*
P.O. Box 398

My Comm. Expires 08-03-94

RECORD Real Property
VOL 712 PG 170

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

provisions herein which restricts 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 07- 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

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS I

COUNTY OF KERR I

7720

**AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.**

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 14 day of September, 1993.

GARY L. LEVERING

STATE OF TEXAS I

COUNTY OF HARRIS I

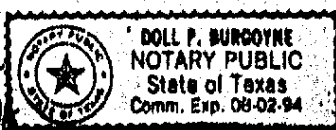
Before me, the undersigned authority, on this day personally appeared GARY L. LEVERING and whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of SEPTEMBER, 1993.

Dore P. Burgoyne
Notary Public in and for
HARRIS County, Texas.

DOLL P. BURGOYNE
Printed name of Notary

My commission expires 8-29-94



*Filed by 4 Petition
Japonica Hills
D. R. 294*

RECORD Real Property
VOL 712 PG 172

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

provisions herein which restricts 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 of: 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

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

125
Jm M... P.M.

STATE OF TEXAS I
COUNTY OF KERR I

7721

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 10th day of December, 1992.

Lawrence L. Graham
LAWRENCE L. GRAHAM

STATE OF TEXAS I
COUNTY OF KERR I

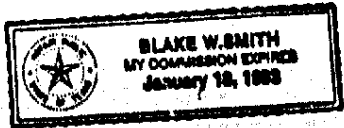
Before me, the undersigned authority, on this day personally appeared LAWRENCE L. GRAHAM and whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of DECEMBER, 1992.

Blake W. Smith
Notary Public in and for
KERR County, TX.

Printed Name of Notary Public
My Commission expires

Filed by Return to:
Japonica Hills
P.O. Box 398
Harris, TX 78024



RECORD Real Property
 VOL 712 PG 174

RECORDING DATE

SEP 21 1993



Patricia Bye
 COUNTY CLERK, KERR COUNTY

provisions herein which restricts the sale, rental or use of the described to
 property because of color or race is heretofore 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
 21st day of the month stamped hereon by me and was duly RECORDED in the Official
 Public records of Real Property of Kerr County, Texas on

SEP 21 1993



Patricia Bye
 COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS X

COUNTY OF KERR X

7722

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 29 day of July, 1993.

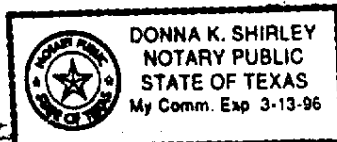
Norman Neblett
NORMAN NEBLETT

STATE OF TEXAS X

COUNTY OF KERR X

(Before me, the undersigned authority, on this day personally appeared Norman Neblett whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of July, 1993.



Donna K. Shirley
Notary Public in and for
Kerr County, Texas

DONNA K. SHIRLEY
Printed Name of Notary Public

My Commission Expires 03-13-96

Filed by & Return to
Japonica Hills
P.O. Box 398

RECORD Real Property
VOL 712 PG 176

RECORDING DATE

SEP 21 1993



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 of the
size and at the time stamped herein by me and was duly RECORDED in the Official
Public records of Real Property of Kerr County, Texas on

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS... I

COUNTY OF KERR... I

7723

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the 5 day of Aug, 1993.

Fran Kirk Rainey
Fran Kirk Rainey

STATE OF FLORIDA... I

COUNTY Clay... I

Before me, the undersigned authority, on this day personally appeared Fran Kirk Rainey whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed. *WHO HAS SHOWN A VALID F.D.L. AS IDENTIFICATION*

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5TH day of AUGUST, 1993.

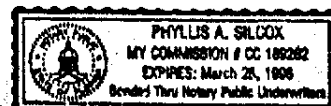
RECORDER'S MEMO. LIABILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Phyllis A. Silcox
Notary Public

Printed Name of Notary Public

My Commission expires _____.

*Filed by + Return to:
Japonica Hills
P.O. Box 398
Hunt, TX 780 24*



RECORD Real Property
VOL 712 PG 178

RECORDING DATE

SEP 21 1993



Patricia Bye
COUNTY CLERK, KERR COUNTY

provisions herein which restricts 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

SEP 21 1993



Patricia Bye
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.

STATE OF TEXAS
COUNTY OF KERR

7724

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

Dated this the ____ day of _____, 1993.

Thomas A. Sweeney
THOMAS A. SWEENEY
Joanne L. Sweeney
JOANNE L. SWEENEY

STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared Thomas A. Sweeney and Joanne L. Sweeney 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, THIS 4th day of August, 1993.

Ardis Bill
Notary Public in and for
Kerr County, Texas

Printed name of Notary Public
My Commission expires _____

Filed by
Return to
Japonica Hills
P.O. Box 398
N. 28024

NELDA BILL
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 2/15/95

RECORD Real Property
VOL 712 pg 180

RECORDING DATE

SEP 21 1993



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)

I hereby certify that this instrument was FILED in File Number Sequence #7: the date and at the time stamped in room by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

SEP 21 1993



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.

STATE OF TEXAS I
COUNTY OF KERR I

7725

AMENDMENTS TO THE RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS, A
SUBDIVISION IN KERR COUNTY, TEXAS.

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc. and Leon M. Treiber, the then sole owners of the hereinafter described real property, imposed certain restrictions, reservations and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills, a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and 196.75 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above described restrictions and covenants, and

WHEREAS, the purpose of this instrument is to amend said amendments to the restriction and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being present owners of acreage in the above described subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby amend those certain amended restrictions contained in Volume 291, pages 289-296 of the Deed Records of Kerr County, Texas as follows:

PARAGRAPH 5, TREASURER - The duties of the Treasurer is amended to read: The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the subdivision. The Treasurer shall be bonded for the amount of \$20,000, and will obtain an annual audit of the financial records by a Certified Public Accountant. All expenditures will be approved by and all checks will require the signature of two members of the Owners Committee. At the annual Property Owners meeting, the Treasurer shall render an account of all his transactions as Treasurer and of the financial condition of the maintenance fund.

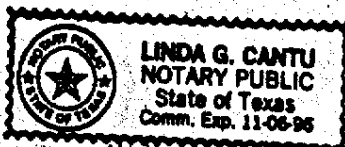
Dated this the 31 day of DECEMBER, 1992.

[Signature]
HENRY GLAMANN
[Signature]
BARBARA V. GLAMANN

STATE OF TEXAS I
COUNTY OF KERR I

Before me, the undersigned authority, on this day personally appeared HENRY GLAMANN and BARBARA V. GLAMANN 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, this 31 day of December, 1992.



[Signature]
Notary Public in and for
Kerr County, Texas

Printed Name of Notary Public

My Commission expires 11-6-96

Japonica Hills
P.O. Box 398

RECORD Real Property
VOL 712 NO 182

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

provisions herein which restricts 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)

I hereby certify that this instrument was FILED in File Number Sequence in the office 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

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, Page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc., and Leon Treiber, hereinafter called Developer, the then sole owners of the hereinafter described real property, imposed certain restrictions and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills Subdivision (herein so called), a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and acres out of J.R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, as set forth in Volume 4, Page 116, Plat Records, Kerr County, Texas; and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, Page 289, of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above-described restrictions and covenants; and

WHEREAS, by instrument dated August 30, 1993, and duly recorded in Volume 712, Page 156, of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above-described restrictions and covenants and amendments thereto; and

WHEREAS, the purpose of this instrument is to revise the above-described restrictions and covenants and all amendments, thereto in their entirety and to restate all of such restrictions and covenants;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being at least Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby revise and amend those certain restrictions and covenants contained in Volume 214, Page 151, of the Deed Records of Kerr County, Texas, and the amendments to said restrictions and covenants contained in Volume 291, Page 289, of the Deed Records of Kerr County, Texas, and the amendments to said restrictions and covenants and amendments contained in Volume 712, Page 156, of the Deed Records of Kerr County, Texas, in their entirety to be and read as follows; the same being restated herein as hereby amended; and being herein referred to as "the Restrictive Covenants".

Japonica Hills Subdivision and each Lot and portion thereof has been, and will be owned, held, sold, used, occupied and conveyed subject to the following Restrictive Covenants which shall be covenants running with said land and binding upon the Owners, their heirs, successors and assigns, and all Owners and purchasers of property in Japonica Hills Subdivision, their heirs, successors, executors, administrators and assigns, as provided herein:

I

DEFINITIONS

"Japonica Hills Property Owners Association" and "Association" shall mean and refer to the unincorporated or incorporated organization and association of all Owners who shall be members as herein provided.

"Declaration" shall mean and refer to this instrument and this Declaration of restrictions and easements.

"Lot" is defined for the purposes of the Restrictive Covenants as a Lot as designated on the plats and replats of the Japonica Hills Subdivision now or hereafter recorded in the Plat Records of Kerr County, Texas, including the plat recorded in Volume 4, Page 116, Plat Records, Kerr County, Texas, or a portion of a platted Lot allowed by the Restrictions and sold to a third party without plat. Notwithstanding the foregoing unless approved by the Owners of two thirds (2/3) of the Lots in Japonica Hills Subdivision each Lot must meet all of the Restrictive Covenants contained herein and must contain at least five (5) acres each (unless a plat of record on the date hereof describes and establishes a Lot of less than five (5) acres.

"Owner" shall mean any person or persons, entity or entities, who either own of record fee simple title to a Lot or Lots, or have entered as an original party, successor or assignee into a Contract for the purchase and sale of a Lot or Lots and notice thereof has been provided in writing to the Owners Committee. The term "Owner" excludes any person or entity having an interest in a Lot or Lots merely as security for the performance of an obligation.

"Owners Committee" shall mean the three (3) member committee elected by Owners as set forth herein.

"Single Private Family Dwelling House" shall mean residential structures used and occupied on a Lot by one (1) family and shall include an Owner, guest or tenant so long as the permanent resident/occupant thereof is only one (1) family unit, and as used herein, excludes hospitals, clinics, apartment houses, boarding houses, hotels, motels, trailer parks, professional, manufacturing operations, commercial enterprises, whether from homes, residences or otherwise and all such uses of the Lots are expressly prohibited.

"Structure" shall mean any Single Private Family Dwelling House, garage, carport, outbuilding, guest house, tennis court, swimming pool, or any other physical attachment to the land or other structures.

II

MEMBERSHIP

Every person or entity who is a record Owner of a fee interest in any Lot which is located within Japonica Hills Subdivision and subject to assessment by the Owners Committee shall be members of the Japonica Hills Property Owners Association provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. All present and future Owners are subject to the terms of this Declaration and mere acquisition of any Lot will signify that this Declaration and the Restrictive Covenants are accepted, ratified and will be complied with.

III

OWNERS COMMITTEE

The Owners Committee is composed of three (3) persons who by affirmative vote are elected by two-thirds (2/3) of Owners in Japonica Hills Subdivision for a term of three (3) years. Each of the three (3) members of the Owners Committee shall be an Owner of property in Japonica Hills Subdivision. It is expressly prohibited that any one family may hold more than one position on the committee at the same time. The appointment or election of said Owners Committee may be evidenced by a recording of an appropriate instrument signed and acknowledged by the two-thirds (2/3) of the Owners in Japonica Hills Subdivision, and filed in the Official Public Records of real property in Kerr County, Texas. Anyone convicted of a felony may not serve on the Owners Committee. Upon being elected to the Owners Committee, the three (3) members will determine among themselves who will serve in which of the following three (3) offices:

CHAIRMAN. The Chairman shall preside at all meetings of the Owners Committee and the annual meeting of the Association, shall have general and active management of the business of the Association and Japonica Hills Subdivision and shall see that all orders and resolutions of the Owners Committee are put into effect.

SECRETARY. The Secretary shall attend all meetings of the Owners Committee and all meetings of the Association and record all proceedings of the Owners Committee and Association meetings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Owners Committee and of the Association, and shall perform such other duties as may be required by the Owners Committee.

TREASURER. The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Owners Committee. The Treasurer shall be bonded for the amount of \$25,000.00. All expenditures will be approved by and all checks will require the signature of two (2) members of the Owners Committee. The financial records of the subdivision will be reviewed annually by the Owners Committee, and an audit of the financial records will be obtained if and when the Owners of a majority of the Lots require an audit in writing unless otherwise required by the Owners Committee. At the annual Association meeting, the Treasurer shall render an account of all the transactions as Treasurer and of the financial condition of the maintenance fund. All receipts shall be kept in one (1) bank account labeled "Maintenance Fund".

Members of the Owners Committee may at any time be relieved and removed of their positions and substitute or successor members may be appointed by a vote of two-thirds (2/3) of the Owners, and a recording of the signatures of said Owners shall be evidence thereof. In case of resignation, death or incapacity to serve as an Owners Committee member, the remaining two Owners Committee members may appoint a substitute member of the Owners Committee to serve the remainder of the term.

If the Association is incorporated as a non-profit corporation the Owners Committee shall be and become the Board of Directors of the Association and all officers shall be and become officers of the Association. The powers and authorities of the Owners Committee shall be and become vested in the Association if it is so incorporated and thereupon the management of the business and affairs of the Association shall be vested in the Board of Directors.

IV

POWERS AND DUTIES OF THE JAPONICA HILLS PROPERTY OWNERS COMMITTEE

The Owners Committee shall have the following powers and duties, whenever in the exercise of its discretion, it may deem them necessary and advisable:

1. To enforce this Declaration either in its own name or in the name of any Owner within Japonica Hills Subdivision.
2. To maintain all property owned by the Association.
3. To contract for construction, repairs, remodeling, replacement, and additions to all property owned by the Association.
4. To expend its funds for such purposes it may deem advisable for the general welfare of the Owners of Japonica Hills Subdivision.
5. The Owners Committee shall determine the rate at which the Owners obtaining water from the subdivision water supply system will be charged.
6. The Owners Committee, during the month of November each year, shall recommend the annual maintenance charge, which shall be an equal amount per acre, and must be approved by a majority of the Owners voting at the annual meeting. The fee shall be payable annually in advance on the first day of February each year. The Owners Committee may collect interest on unpaid assessments at the rate of fifteen percent (15%) per annum.
7. To enforce any liens imposed on a Lot by reason of violation of the Restrictive Covenants and/or the failure to pay assessments.
8. Maintain complete and accurate records of the actions and activities of the Owners Committee on behalf of the Association.
9. To approve or disapprove plans and specifications of improvements based on compliance with the current Declaration.

VOTING RIGHTS

- A. Each Owner shall have one (1) vote on each matter submitted to a vote of the Owners. Splitting of the one (1) vote shall not be authorized. At any regular or special meeting of the Association, each Owner in good standing shall be entitled to vote by mail, in person or by a duly authorized proxy/agent. An Owner may name by proxy/agent any other Owner in good standing to cast his or her vote on all business matters that come before the meeting. To be eligible to vote, an Owner must have all dues, water bills, assessments, and other obligations payable by an Owner hereunder on a current status at the time of the meeting.
- B. Any Owner or Owners who are disqualified to vote shall not be counted in arriving at the total number of Owners constituting a quorum for such a meeting. The quorum for any meeting of the Association shall be two-thirds (2/3) of the Owners. All members of the Owners Committee must be current in their financial obligations to the Association to remain on the Owners Committee. An Owner must be current in their financial obligations to the Association to be elected to the Owners Committee or selected for any other committee.

VI

ARCHITECTURAL CONTROL

- A. When the construction, remodeling, additions, alterations, repair, replacement or improvements of a structure is commenced upon any Lot, the Owner or Owners thereof shall prosecute, with all reasonable diligence, the completion thereof and shall complete the construction thereof within twelve (12) months from the date of commencement, delays caused by acts of God excepted unless the written consent of the Owners Committee is obtained for a longer period of construction prior to the commencement of such construction.
- B. Codes: All work on any Lot shall conform to all Standard Building Codes in effect for this area of Kerr County at the time of construction.

LAND USE AND BUILDING TYPE

- A. There shall not be on any one (1) Lot more than one (1) Single Private Family Dwelling House together with the necessary and appurtenant buildings such as garage, carport, tennis court, swimming pool, servants quarters, outbuildings and guest house customarily used in connection therewith. Each Lot shall be used only for single family residential purposes and uses and commercial uses or purposes shall be prohibited.
- B. No mobile home, prefabricated home, tent, temporary structure or other structure not constructed on a Lot of any kind shall be erected, placed, permitted, located or permitted on any Lot. No garage, carport, shed, outbuilding, tent, trailer, mobile home, motor home, prefabricated home, basement, temporary building or other structure not constructed on a Lot shall be used at any time for permanent or for temporary residence.
- C. Roofs: Metal roofs are recommended for all buildings, structures, garages, carports, servant quarters, guest houses and outbuildings. No flammable roofs of any kind whatsoever shall be permitted on any Lot.
- D. Building Locations: No Single Private Family Dwelling House, garage, carport, outbuilding, or other structure of any kind shall be erected, constructed, placed, moved or come to rest on any Lot nearer than thirty (30) feet to any property line. For purposes of this covenant, eaves, steps, driveways and open porches shall not be considered a part of a building, provided, however that this shall not be construed to permit any portion of a building or structure on a Lot to encroach upon another Lot.
- E. Easements: Easements for installation and maintenance of utilities are reserved as shown on the recorded plat of Japonica Hills Subdivision. In addition to the main line easement shown on the recorded plat, it is expressly understood and agreed by all Owners of Lots within the Japonica Hills Subdivision that various utility companies serving individual Lots shall have the ability to utilize as much space along the drop lines to each residential unit as is reasonably necessary for repair and maintenance. All easements granted by the Owner to utility companies shall be approved by the Owners Committee.
- F. All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated buildings, mobile home, modular home, or existing residences or garages be moved onto any Lot.

- G. One recreational vehicle or camper trailer per lot may be stored on site. Said vehicles must be the sole property of the Lot Owner and the Owner must have title to same. Each vehicle must be screened from public view.
- H. Blasting: Prior to any blasting, the Owner shall discuss his plans with Owners of all adjoining property and Lots. If all are in agreement with the plan, then the Owner shall obtain Owners Committee approval in writing before blasting is initiated. Blasting will not be initiated until the Owners Committee approval is obtained by the Owner in writing. All blasting must be executed by a licensed blasting engineer or contractor with proper permits.

VIII

USE RESTRICTIONS

- A. No brush, trash, or other materials shall be burned on any Lot except in compliance with the fire regulations of the Hunt Volunteer Fire Department, County of Kerr or other appropriate regulatory agency.
- B. No windmills or wind chargers shall be erected upon any Lot in Japonica Hills Subdivision without approval of the Owners Committee.
- C. No Lot shall be occupied or used for any noxious or offensive activity and no obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood or any other Owner.
- D. No laundry upon or above any Lot shall be permitted to be visible from any adjoining Lot or street in the Japonica Hills Subdivision.

- E. No garbage, refuse, junk, trash, or obnoxious or offensive material shall be permitted to accumulate on any Lot, and the Owner or Owners of each Lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any Lot except in sanitary containers. No burning of trash or rubbish and no open fires shall be allowed at any time. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or be allowed to remain upon any Lot. No building materials of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot. Each Owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, any Lot by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonable be expected to result in any adverse change or affect on such drainage or seepage. Storage of wrecked or non-operative vehicles or the wrecking of same shall not be permitted on any Lot. Burying of garbage is prohibited within the Japonica Hills Subdivision. Garbage on any Lot shall be kept in sanitary containers with a suitable lid at all times, and such containers shall be kept in a clean and sanitary condition not visible from the street except on the day of garbage pick-up.
- F. No animal or fowl of any description shall be raised, housed, or kept on any Lot: except that horses, dogs, cats or other pets that are of such a nature as not to interfere with the safety and comfort of adjoining Lot Owners may be kept on a Lot, provided that they are not bred or maintained thereon for any commercial purposes and that they are not permitted on other Lots and are restrained by leash or fence.
- G. No outdoor type toilet shall be erected or maintained in the Japonica Hills Subdivision. All toilets on a Lot shall be located inside the principal buildings and shall be connected with proper septic tanks or a sewage disposal system that conforms with the State of Texas and County of Kerr health laws and regulations.

- H. No work or exploration for any oil, gas or other minerals, or drilling for any oil, gas or other minerals or quarrying of any rock, minerals, soil, or material of any nature shall be conducted on any Lot or portion thereof, nor shall any excavation of any nature be made upon any Lot or portion thereof except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, the construction of dwellings and/or tennis courts, swimming pools, and the grading of roads and streets.
- I. No signs of any character shall be permitted on any Lot except a sign not larger than 600 square inches setting forth the name of the Owner, occupant or property (i.e., Peaceful Hills) of said Lot, or Lot and/or house number; provided however, that one (1) "for sale" sign of not larger than 600 square inches shall be permitted to be placed upon a Lot. All other signs are prohibited on any Lot.
- J. No Lot in Japonica Hills Subdivision will be subdivided into smaller than five (5) acres, with the exception of those Lots as now platted by recorded plat or replat abutting Japonica Road having been deeded to the County of Kerr. Those Lots abutting Japonica Road may be made smaller than five (5) acres only the amount of acreage deeded to County of Kerr.
- K. Trees on any Lot that become infected with the disease commonly referred to as "Oak Wilt" or "Oak Decline" will be cut down immediately upon confirmation of the disease and disposed of as soon as possible.
- L. Every Owner shall own a fee or undivided fee interest in a Lot, as herein provided, but an Owner may lease a Lot pursuant to a written lease agreement and any such lease or lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee thereunder to comply with the terms and provisions of this Declaration shall be and constitute a default under such lease.
- M. All buildings and structures on each Lot shall be one (1) or two (2) story and of new construction and architecturally in harmony with the primary residential buildings.
- N. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.
- O. All of the property in this subdivision shall be designated as a game preserve. Hunting of any kind is prohibited on or within Japonica Hills Subdivision.

WATER RIGHTS

- A. Each Lot Owner shall have the privilege of obtaining water from the water supply system subject to the Restrictive Covenants and the rules and regulations set by the Owners Committee.
- B. Said water supply system includes the pump, pressure, and reserve tanks, distribution lines up to and including the water meter, which is to be located within the utility easement, and the tract of land on which the system is situated. At the time an Owner hooks on to the water supply system, the Owner will be charged a hook up fee. The water meter and the valves that are installed for each user must be approved by the Owners Committee prior to installation. A valve will be located upstream and one downstream of the meter.
- C. Each user, who obtains water from the system, shall be billed on a regular basis for the amount of water used, at a rate to be determined by the Owners Committee.
- D. All water used will be metered, including water used by private fire stations owned by individual Lot Owners.
- E. No water lines, hoses, irrigation lines, pipes or other water transportation vehicles or service will cross the outer boundary lines of the Japonica Hills Subdivision as shown on the original plat of Japonica Hills Subdivision.
- F. No tap, water installation or other repair or maintenance of any portion of the water supply system shall be commenced without at least twenty-four (24) hours notice to the Owners Committee and any Owner who fails to give such notice and/or who causes any termination or shut down of such water supply system and service without such prior notice shall be liable for and shall pay all loss, cost, expense and damage arising therefrom.

X

MAINTENANCE ASSESSMENTS

- A. By ownership, acquisition or purchase of a Lot which is subject to the Restrictive Covenants each Owner is deemed to covenant and agree to pay to the Owners Committee all annual assessments or charges due the Association. Each such assessment, together with interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment was due.

- B. The purpose of the assessments levied by the Association shall be used to pay any sum payable under, or to enforce, the Restrictive Covenants, and to carry out and comply with the purposes, powers and duties conferred on the Owners Committee and Association hereunder.
- C. The annual assessment charge shall be an equal amount per acre and the amount per acre shall be recommended by the Owners Committee during the month of November of each year and must be approved by a majority of the Owners at the annual meeting of the Association. Assessments shall be payable annually in advance upon the first day of February of each year. The annual assessment charge will be past due on the first day of March of each year.
- D. In addition to the annual assessments authorized herein, the Owners Committee may recommend, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the water system or other property owned by the Association. A majority approval of the Owners will be required to enact a recommended assessment.
- E. Any assessment not paid within thirty (30) days of the due date shall be delinquent and shall bear interest at the rate of 15% per annum, and the Owners Committee may bring an action at law against the Owner personally obligated to pay the assessment, together with interest, costs and reasonable attorney's fees of any such action which shall be recoverable or otherwise added to the amount of the assessment. The specific remedies referred to herein shall not preclude the Owners Committee from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

F. The assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on, and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the Owner whose Lot is affected thereby, at the time when the assessment became due. The obligation to pay such assessments as are payable on or prior to the date on which title to a Lot is transferred shall remain the personal obligation of the prior Owner and shall not pass to such Owner's successors in title unless expressly assumed by them. The lien for assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of such Owner's Lot. The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any first mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment if the mortgage or deed of trust is for purchase money of or improvements on such Lot and placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the assessment for such Lot, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of a first mortgage or deed of trust comes into possession of a Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in liens of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession. Such sale shall not relieve such Lot from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

XI

ENFORCEMENT

- A. It is provided, declared and agreed that if the Owner or Owners of any Lot or Lots, their heirs, executors, administrators, grantees, successors or assigns, or any one of them, hereinafter owning any Lot or Lots fails to perform, pay or comply with any Restrictive Covenant, restriction, rule, regulation, water bills, payment of dues, assessments, fees or interest as set forth herein, the Owners Committee may at its option proceed in law or in equity against the Owners or persons infringing or attempting to infringe or omitting to perform or pay such Restrictive Covenants, restrictions, rules, regulations, payment of dues, assessment fees, water bills or interest either to prevent it, him, her, or them from doing so or to recover same together with legal costs, or other fees, charges, dues and costs.
- B. In the event the Owner of any Lot shall fail to maintain any Lot and/or the improvements situated thereon in accordance with the Restrictions Covenants for a period of 12 months, then after proper notification the Owners Committee through its agents and employees, shall have the right after obtaining proper judicial authorization to enter upon such Lot and repair, maintain, rehabilitate and restore the Lot and/or the exterior of any improvements situated thereon, and the cost thereof shall be charged against the Owner of said Lot by notice in the same manner as assessments hereunder. Proper notification shall be considered to be written notification each month for a minimum of eight months during the twelve-month period immediately following the first written notice of the infraction.
- C. Enforcement of the Restrictive Covenants may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

XII

GRANDFATHER CLAUSE

- A. All Single Private Family Dwelling Houses, garages, carports, outbuildings, fences, walls, retaining walls or other structures of any kind that are fully constructed, erected, placed and maintained on any Lot as of the date hereof will not be required to meet the Restrictive Covenants as set forth herewith.

- B. However, be it known that all Single Private Family Dwelling Houses, garages, carports, outbuildings, fences, walls, retaining walls or other structures of any kind that are constructed or erected after the date hereof must be planned, executed and completed in full accordance with the Restrictions and Easements dated May 8, 1978, the amended Restrictions and Easements dated February 8, 1984, the amended Restrictions and Easements dated August 30, 1993, and the Restrictive Covenants contained herein.

XIII

TERM

These Restrictive Covenants are to run with the land described herein and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from May 8, 1978. After the initial twenty-five (25) year term, the Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the two-thirds (2/3) of the Owners has been recorded agreeing to abolish the Restrictive Covenants in whole or in part.

If any of the above and foregoing Restrictive Covenants and amendments thereto shall be held to be invalid by judgment or order of a court of competent jurisdiction, or for any reason is not enforced, none of the other provisions will be affected, altered or impaired thereby, but shall remain in full force and effect.

Failure by the Owners Committee or by any Owner to enforce any of the Restrictive Covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Restrictive Covenants may be amended after the date hereof by written amendment signed by the two-thirds (2/3) of the Owners which written amendment shall be recorded in the Real Property Records of Kerr County, Texas.

If any interest purported to be created by the Declaration is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

Any reference in this Declaration to Owner shall include any successors or assigns of an Owner.

WIL 0954 PAGE 027

Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

EXECUTED by the undersigned as set forth on and on the dates specified in the attached Signature Pages.

RECORD Real Property
VOL 954 PG 12
RECORDING DATE

JUN 04 1998



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

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

JUN 04 1998



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD
at 9:20 o'clock A M

JUN 3 1998

BILLIE G. MEEKER
County Clerk, Kerr County, Texas
Billie G. Meeker Deputy

\$58.75
5
1

Filed by & Returned to:
Don Townsend
PO Box 606
Hunt, TX 78024

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.

SIGNATURE PAGE

This Amended and Restated Declaration is executed by the undersigned Owner on this 15 day of May, 1998.

2 16.65
 Lot Number Acres

Shari Truitt
 Signature

SHARI TRUITT
 Name

[Signature]
 Signature

RYAN TRUITT
 Name

THE STATE OF TEXAS (
)
 COUNTY OF KERR (
)

This instrument was acknowledged before me this 15th day
 of May 1998, by



Juane Grona
 Notary Public, State of Texas

SIGNATURE PAGE

This Amended and Restated Declaration is executed by the undersigned Owner on this 29th day of APRIL, 1998.

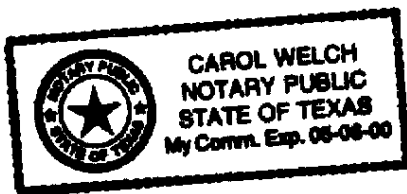
Lot 11
Lot Owned
6.54 ACRES

Norman M. Neblett
Signature

NORMAN M. NEBLETT
Name

THE STATE OF TEXAS ()
 ()
COUNTY OF KERR ()

This instrument was acknowledged before me this 29th day
of April 1998, by



Carol Welch

Notary Public, State of Texas

SIGNATURE PAGE

VOL 0954 PAGE 030

This Amended and Restated Declaration is executed by the undersigned Owner on this 24th day of APRIL, 1998.

LOT # 5 (REPLAT LT # 3)
9.95 AC
Lot Owned

William L. Kirk Nancy M. Kirk
Signature

WILLIAM L KIRK
Name

NANCY M KIRK

THE STATE OF ~~TEXAS~~ FLA OKALOOSA
COUNTY OF ~~KERR~~

This instrument was acknowledged before me this 24TH day
of APRIL 1998, by WILLIAM L KIRK AND
NANCY M KIRK WHO HAS PRODUCED FLORIDA DRIVERS LICENSE AS IDENTIFICATION

Kathy E Blanton
Notary Public, State of ~~TEXAS~~
FLORIDA



SIGNATURE PAGE

VOL 0954 PAGE 031

This Amended and Restated Declaration is executed by the undersigned on this 29 day of April, 1998.

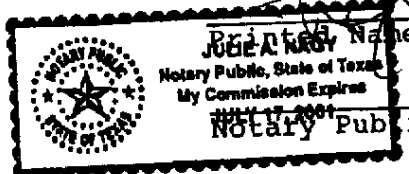
#4 and #5 17.76 AC.
Lot Number

Charles J. Fritts
Signature

Charles J. Fritts

THE STATE OF TEXAS ()
 ()
COUNTY OF KERR ()

This Instrument was acknowledged before me this 29 day
of April, 1998.



This Amended and Restated Declaration is executed by the undersigned on this 29 day of April, 1998.

Betty Kirk Fritts
Signature

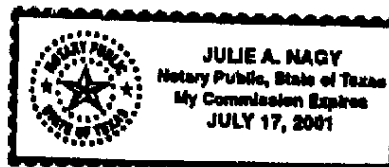
Betty Kirk Fritts

THE STATE OF TEXAS ()
 ()
COUNTY OF KERR ()

This instrument was acknowledged before me this 29 day
of April, 1998.

Julie A. Nagy
Printed Name

Notary Public, State of Texas



SIGNATURE PAGE

VOL 0954 PAGE 032

This Amended and Restated Declaration is executed by the undersigned Owner on this 5th day of May, 1998.

6 23.37
Lot Number Acres

[Signature]
Signature

Robert W. Holliday
Name

[Signature]
Signature

Joanne P. Holliday
Name

COUNTRY OF CANADA
~~THE STATE OF TEXAS~~ ()
PROVINCE OF QUEBEC ()
~~COUNTY OF KERR~~ ()

This instrument was acknowledged before me this 5th day of May, 1998, by

Me Janick Rodgers

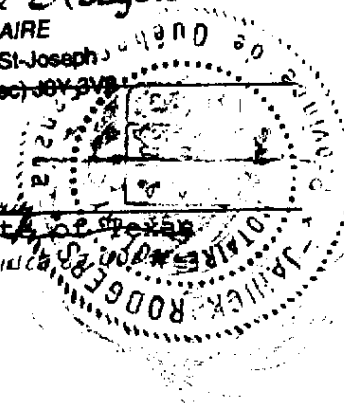
NOTAIRE

37, boul. St-Joseph

Mont (Quebec) J6Y 3V8

[Signature]
Notary Public, State of Texas

PROVINCE OF QUEBEC



SIGNATURE PAGE

This Amended and Restated Declaration is executed by the undersigned Owner on this 14 day of May, 1998.

15 4.72
 Lot Number Acres

Rainer Kuenzel
 Signature

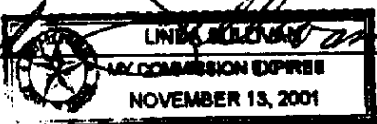
Rainer Kuenzel
 Name

Monika Kuenzel
 Signature

Monika Kuenzel
 Name

THE STATE OF TEXAS (
)
 COUNTY OF KERR (
)

This instrument was acknowledged before me this 14th day
 of May 1998, by

[Signature]


Notary Public, State of Texas

SIGNATURE PAGE

VOL 0954 PAGE 034

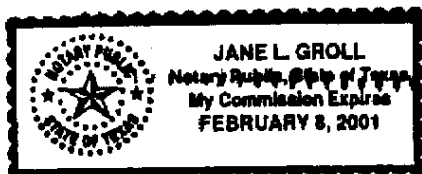
This Amended and Restated Declaration is executed by the undersigned Owner on this 24 day of April, 1998.

#18 9.59 ACRES Elaine H. Massey
Lot Owned Signature

Elaine H. Massey
Name

THE STATE OF TEXAS ()
 ()
COUNTY OF KERR ()

This instrument was acknowledged before me this 24th day
of April 1998, by



Jane L. Groll

Jane L. Groll
Notary Public, State of Texas

SIGNATURE PAGE

WL 0954 PAGE 035

This Amended and Restated Declaration is executed by the undersigned Owner on this 29 day of APRIL, 1998.

19 4.69
Lot Number Acres

D.E. Bidell
Signature

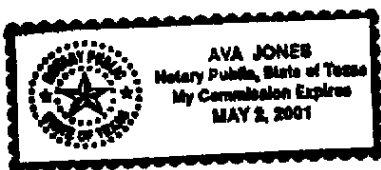
D.E. BIDELL
Name

Cherie Anne Bidell
Signature

CHERIE ANNE BIDELL
Name

THE STATE OF TEXAS ()
()
COUNTY OF KERR ()

This instrument was acknowledged before me this 29th day
of April 1998, by



DE & Cherie Anne Bidell
Ava Jones
Notary Public, State of Texas

VOL 0954 PAGE 036

8	9.85
Lot Number	Acres

Signature

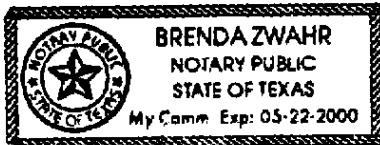
SUZANNE B. HARTMAN
Name

Signature

Name

THE STATE OF TEXAS ()
 Fl. Berel ()
COUNTY OF ~~KERR~~ ()

This instrument was acknowledged before me this 20th day
of May 1998, by



Notary Public, State of Texas

SIGNATURE PAGE

VOL 0954 PAGE 037

This Amended and Restated Declaration is executed by the undersigned Owner on this 2nd day of JUNE, 1998.

#145 #21 9.08 ACRES
Lot Owned

Signature

LAURENCE L. GRAHAM

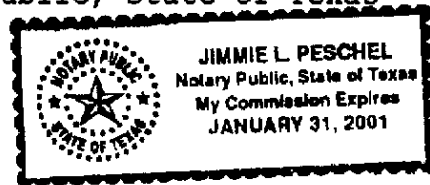
Name

THE STATE OF TEXAS ()
 ()
COUNTY OF KERR ()

This instrument was acknowledged before me this 2nd day
of June 1998, by

Jimmi L. Peschel

Notary Public, State of Texas




SIGNATURE PAGE

VOL 0954 PAGE 038

This Amended and Restated Declaration is executed by the undersigned Owner on this 14th day of May, 1998.

#7	5.57
Lot Number	Acres

Signature 

E. J. LAMBERT
Name

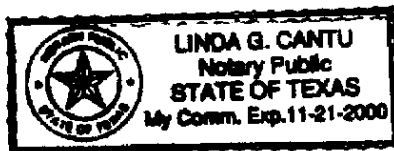
Signature _____

Name _____

[illegible]

This instrument was acknowledged before me this 14th day
of May 1998, by

Linda G. Carter



Notary Public, State of Texas

SIGNATURE PAGE

This Amended and Restated Declaration is executed by the undersigned Owner on this 1 day of JUNE, 1998.

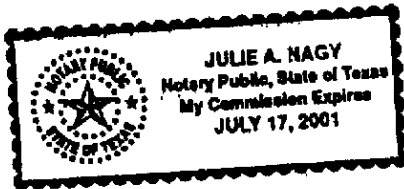
Lots 12 and 13 10.57 ACRES
Lot(s) Owned

Signature

Name

THE STATE OF TEXAS ()
()
COUNTY OF KERR ()

This instrument was acknowledged before me this 11 day of JUNE, 1998.



[Signature]
Notary in and for the County of Kerr

AMENDMENT TO
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

WHEREAS, by instrument dated May 8, 1978, and duly recorded in Volume 214, Page 151 of the Deed Records of Kerr County, Texas, Camp LaJunta, Inc., and Leon Treiber, hereinafter called Developer, the then sole owners of the hereinafter described real property, imposed certain restrictions and covenants on the following described real property situated in Kerr County, Texas, to-wit:

Japonica Hills Subdivision (herein so called), a subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and acres out of J.R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas, as set forth in Volume 4, Page 116, Plat Records, Kerr County, Texas; and

WHEREAS, by instrument dated February 8, 1984, and duly recorded in Volume 291, Page 289, of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above-described restrictions and covenants; and

WHEREAS, by instrument dated August 30, 1993, and duly recorded in Volume 712, Page 156, of the Deed Records of Kerr County, Texas, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision imposed amendments to the above-described restrictions and covenants and amendments thereto; and

WHEREAS, by instrument dated June 4, 1998, and duly recorded in Volume 954, Page 12, of the Deed Records of Kerr County, Texas, two-thirds of the Owners in Japonica Hills Subdivision revised the above described restrictions and covenants and all amendments in their entirety and restated all of such restrictions and covenants, and

WHEREAS, the purpose of this instrument is to revise the above-described restrictions and covenants in part:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being at least two-thirds of the Owners in Japonica Hills Subdivision, for and in consideration of the mutual promises and covenants contained therein, do hereby revise and amend those certain restrictions and covenants contained in Volume 954, Page 12 as follows:

37.50 5-1

Paragraph VII is amended by the addition of a the following subparagraph :

- G. No Lot shall be used for the purpose of access to any property outside the bounds of the Japonica Hills Subdivision. All entries to and exits from Japonica Hills Subdivision will be by means of platted roads.

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

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

APR 18 2001



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1117* PG *436*
RECORDING DATE

APR 18 2001

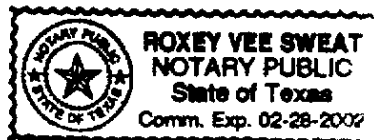


Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

WITNESS MY/OUR HANDS(s):

DATE: 4/2/01SIGNATURE: Don H. Townsend
Don H. TownsendLOT NO(s): 1Connie F. Townsend
Connie F. TownsendSTATE OF TEXAS X
 X
 X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

personally appeared Don H. & Connie F. Townsend
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of April, 2001Roxey Vee Sweat
Notary Public in and for Kerr County, TexasRoxey Vee Sweat
Printed name of NotaryMy Commission expires 2-28-02

✓ File & return to:
 Japonica Hills Property Owners
 P.O. Box 606
 Hunt, TX 78024

FILED FOR RECORD
at 10:35 o'clock A M

APR 17 2001

JANNETT PIERCE
County Clerk, Kerr County, Texas
Cheryl Thompson

WITNESS MY/OUR HANDS(s):

DATE: 4-6-01

SIGNATURE: [Signature]
Bryant D. Truitt

LOT NO(s): 2

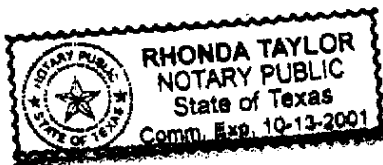
[Signature]
Shari T. Truitt

STATE OF TEXAS X
 X
 X
COUNTY OF Here X

BEFORE ME, the undersigned authority, on this day

personally appeared Bryant D. & Shari T. Truitt
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of April, 2001



[Signature]
Notary Public in and for Here County, Texas

Rhonda Taylor
Printed name of Notary

My Commission expires 10-13-2001

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: 4/3/01

SIGNATURE: Charles J. Fritts
Charles J. Fritts

LOT NO(s): 4 & 5

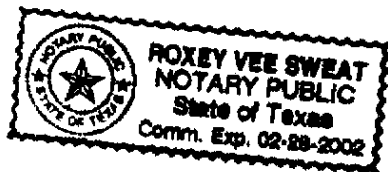
Betty K. Fritts
Betty K. Fritts

STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared Charles J. & Betty K. Fritts
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of April, 2001



Roxey Vee Sweat
Notary Public in and for Kerr County, Texas

Roxey Vee Sweat
Printed name of Notary

My Commission expires 2-28-02

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: 4/4/01

SIGNATURE E. J. Lambert
E. J. Lambert

LOT NO(s): 7

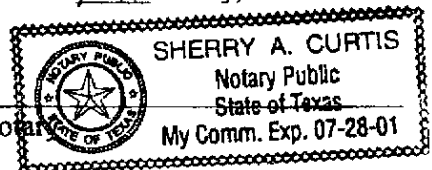
STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared E. J. Lambert
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of April, 2001

Sherry A. Curtis
Notary Public in and for Kerr County, Texas

Printed name of Notary  SHERRY A. CURTIS
Notary Public
State of Texas
My Comm. Exp. 07-28-01

My Commission expires _____

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: April 2, 2001

LOT NO(s): 9

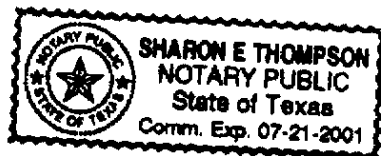
SIGNATURE: George Skipper
George Skipper
Ann Skipper
Ann Skipper

STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared George & Ann Skipper
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2 day of April, 2001



Sharon E Thompson
Notary Public in and for Kerr County, Texas

Sharon E Thompson
Printed name of Notary

My Commission expires 07-21-2001

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: _____

SIGNATURE: _____

Norman Neblett

LOT NO(s): 11 _____

STATE OF TEXAS X
 X
 X
COUNTY OF _____X

BEFORE ME, the undersigned authority, on this day

personally appeared Norman Neblett
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of April, 2001

Ceci Morton
Notary Public in and for KERR County, Texas

CECI MORTON
Printed name of Notary

My Commission expires 4-18-2001

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024



WITNESS MY/OUR HANDS(s):

DATE: 4/3/01

SIGNATURE: Jo Sweeney
Jo Sweeney

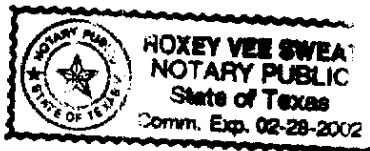
LOT NO(s): 12 & 13

STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared Jo Sweeney
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of April, 2001



Roxey Vee Sweat
Notary Public in and for Kerr County, Texas

Roxey Vee Sweat
Printed name of Notary

My Commission expires 2-28-02

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

NO ACCESS ROAD TO GAME RANCH PER PARAGRAPH VII, SUBPARAGRAPH G.

WITNESS MY/OUR HANDS:

DATE: 4-13-01

SIGNATURE

Rick Shann

LOT NO 14A

STATE OF MICHIGAN X

X

X

COUNTY OF Kalamazoo X

Before me, the undersigned authority, on this day

Personally appeared Rick Shann
known to me to be the person(s) whose name(s) are subscribed to the foregoing
instrument and acknowledged to me that they executed the same for the
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL, this 13 day of April, 2001

Darlene K. McKenzie

Notary Public in and for Van Buren county, Michigan

DARLENE K. MCKENZIE
Notary Public, Van Buren County, MI
Acting in Kalamazoo County, MI

Printed name of Notary

My Commission Expires Sept. 21, 2001

My commission expires _____

WITNESS MY/OUR HANDS(s):

DATE: 4-10-01

LOT NO(s): 15

SIGNATURE:

Rainer Kuenzel

Monika Kuenzel

STATE OF TEXAS X

X

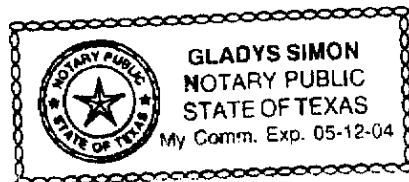
X

COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared Rainer & Monika Kuenzel
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of April, 2001



Gladys Simon
Notary Public in and for Kerr County, Texas

Gladys Simon
Printed name of Notary

My Commission expires 5-12-04

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: 4-10-01

LOT NO(s): 16

SIGNATURE: Patrick Pollan
Patrick Pollan

Patti Pollan
Patti Pollan

STATE OF TEXAS X
 X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day

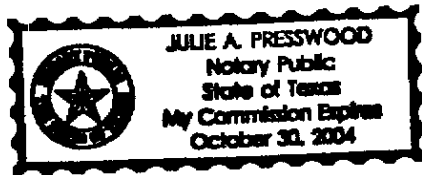
personally appeared Patrick & Patti Pollan
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of April, 2001

Julie A. Presswood
Notary Public in and for _____ County, Texas

JULIE A. PRESSWOOD
Printed name of Notary

My Commission expires 10/30/04



File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: 4-2-01

SIGNATURE: Eloise H. Massey
Eloise Massey

LOT NO(s): 18

STATE OF TEXAS X
 X
 X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

personally appeared Eloise Massey
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of April, 2001

Kelly C. Gordon
Notary Public in and for Kerr County, Texas

Printed name of



My Commission expires _____

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: 4/2/01

LOT NO(s): 19

SIGNATURE: Donald Bidell

Donald Bidell

Cherie Bidell

Cherie Bidell

STATE OF TEXAS X

X

X

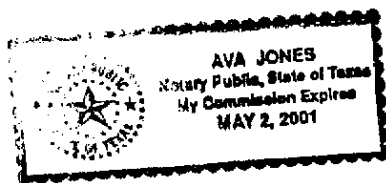
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared Donald & Cherie Bidell

known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of April, 2001



Ava Jones

Notary Public in and for Kerr County, Texas

AVA JONES

Printed name of Notary

My Commission expires MAY 2, 2001

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: 4/9/01

LOT NO(s): 20

SIGNATURE: Ron Carbaugh
Ron Carbaugh

Chris Carbaugh
Chris Carbaugh

STATE OF TEXAS X
 X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day

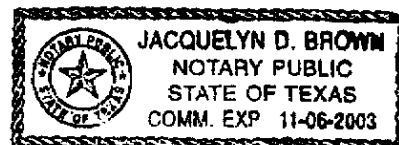
personally appeared Ron & Chris Carbaugh
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2001

Jacquelyn D. Brown
Notary Public in and for Harris County, Texas
JACQUELYN D. BROWN
Printed name of Notary

My Commission expires 11/6/03

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024



WITNESS MY/OUR HANDS(s):

DATE: 3/20/01

LOT NO(s): 22

SIGNATURE:

Steven T. Oeland
Steven T. Oeland
Karel A. Oeland
Karel A. Oeland

STATE OF TEXAS X

X

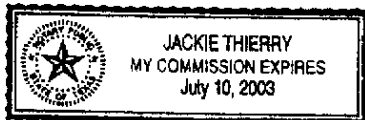
X

COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day

personally appeared Steven T. Oeland & Karel A. Oeland
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of March, 2001



Jackie Thierry
Notary Public in and for Harris County, Texas

JACKIE Thierry
Printed name of Notary

My Commission expires 7-10-03

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

**FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS**

WHEREAS, the Owners of two-thirds (2/3) of the acreage in Japonica Hills Subdivision previously executed that certain Amended And Restated Restrictions And Easements For Japonica Hills A Subdivision In Kerr County, Texas (the "Declaration") recorded in Volume 954, Page 12, of the Real Property Records of Kerr County, Texas, which Declaration imposed upon the Japonica Hills Subdivision the covenants, conditions, easements and restrictions therein set forth; and

WHEREAS, the Declaration provides the same may be amended by an instrument signed by not less than two-thirds (2/3) of the Owners of Lots within said subdivision; and

WHEREAS, the undersigned Owners desire to amend the Declaration as hereinafter provided;

WHEREAS, the purpose of this instrument is to revise the above described restrictions and covenants and all amendments, thereto together with the restrictions in Volume 214, Page 151; Volume 228, Page 152; Volume 291, Page 289, Deed Records of Kerr County, Texas; Volume 359, Page 405; Volume 599, Page 358; Volume 712, Pages 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180 and 182 in Real Property Records Of Kerr County, Texas; Volume 743, Page 13; Volume 750, Page 780; Volume 901, Page 350; Volume 1069, Page 11; Volume 1117, Page 436; Volume 1166, Page 265 and Volume 1353, Page 36, Real Property Records, Kerr County, Texas in their entirety and to restate all of such restrictions and covenants;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned Owners, the owners of not less than two-thirds (2/3) of the total lots within Japonica Hills Subdivision (the "Subdivision"), hereby amend the Declaration as follows:

ARTICLE I

PURPOSE

The Subdivision is encumbered by this Declaration (as herein defined) for the following reasons: to ensure an appropriate development of the real property from time to time constituting a part of the subdivision (as herein defined); to protect the Owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the subdivision; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper set backs from streets and adequate free space; and, in general, to provide for development of quality to enhance the value of investment made by the Owners.

All Lots, and any portion thereof, within said subdivision shall be owned, held, sold, used, occupied and conveyed subject to this Declaration which shall be covenants running with said land and binding upon the Owners, their heirs, successors, executors, administrators and assigns.

ARTICLE II

DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall otherwise requires) shall have the following meanings:

- A. "Association" or "Japonica Hills Property Owners Association" means the unincorporated or incorporated organization and association of all Owners who shall be members as herein provided.
- B. "Declaration" means this First Amendment To Amended And Restated Restrictions And Easements For Japonica Hills A Subdivision In Kerr County, Texas, and any amendments and supplements hereto made in accordance with the terms hereof.
- C. "Lot" means any of the plots of land so designated as shown on the Subdivision Plat or any part thereof.
- D. "Owner" means 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 Subdivision and are a "Member" of the Association as provided herein.
- E. "Owners Committee" means the three (3) member committee elected by Owners as set forth herein.
- F. "Single Family Dwelling" means a single family residence.
- G. "Structure" means a Single Family Dwelling, garage, carport, outbuilding, guest house, tennis court, swimming pool, fence or any other physical attachment to the land or other structures.
- H. "Common Area" means all real and personal property leased, owned or maintained by the Association for the common use and benefit of the Owners.
- I. "Subdivision Plat" means the plat of said subdivision recorded in Volume 6, Page 349, Plat records of Kerr County, Texas; said plat being a replat of a plat recorded in Volume 5, Page 199, Plat Records of Kerr County, Texas; said plat being a replat of a plat recorded in Volume 4, Page 164, Plat Records of Kerr County, Texas and that plat is a replat of a plat recorded in Volume 4, Page 116, Plat Records of Kerr County, Texas.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is a record Owner of a fee interest in any Lot which is located within Japonica Hills Subdivision and subject to assessment by the Owners Committee shall be members of the Japonica Hills Property Owners Association provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. All present and future Owners are subject to the terms of this Declaration and mere acquisition of any Lot will signify that this Declaration and the Restrictive Covenants are accepted, ratified and will be complied with.

Voting Rights: All Owners shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised by unanimity of the owners of such Lot, but in no event shall more than one (1) vote

be cast with respect to any Lot. A Member may vote in person or by proxy to any other Member qualified to vote.

Suspension of Voting Rights: All voting rights of an Owner will be suspended during any period in which such Owner is delinquent in the payment of any duly established assessment or is otherwise in default in any financial obligation to the Association and/or is in violation of any of these covenants and restrictions, under this Declaration.

Quorum: A quorum at any regular or special meeting of the Association shall be by majority of the Owners qualified to vote.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

By ownership, acquisition or purchase of a Lot which is subject to the Declaration each Owner is deemed to covenant and agree to pay to the Owners Committee all annual assessments or charges due the Association. Each such assessment, together with late fees, interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment was due.

The purpose of the assessments levied by the Association shall be used to pay any sum payable under, or to enforce, the Declaration, and to carry out and comply with the purposes, powers and duties conferred on the Owners Committee and Association hereunder.

All assessment charges shall be an equal amount per acre and the amount per acre for the annual assessment shall be recommended by the Owners Committee during the month of December of each year and must be approved by two thirds (2/3) of the Owners voting at the annual meeting in January. The annual assessment shall be payable annually in advance upon the first day of February of each year. The annual assessment charge will be past due on the first day of March of each year.

In addition to the annual assessments authorized herein, the Owners Committee may recommend, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, the water system, or other property owned by the Association, specifically including but not limited to roads. All assessments must be approved by two thirds (2/3) of the Owners voting at a meeting called for that purpose.

Any assessment not paid within thirty (30) days of the due date is delinquent and shall be subject to a one-time late fee in the amount of 10% of the amount past due plus interest at the rate of 15% per annum. The Owners Committee may bring an action at law against the Owner personally obligated to pay the assessment, together with late fees, interest, costs and reasonable attorney's fees of any such action which shall be recoverable or otherwise added to the amount of the assessment. The specific remedies referred to herein shall not preclude the Owners Committee from exercising any other remedies available at law or in equity, and such remedies shall be considered cumulative.

The assessments, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on, and shall be a continuing lien upon each Lot against which each such assessment was made. Each such assessment together with such late fees, interest thereon and cost of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the Owner whose Lot is

affected thereby, at the time when the assessment became due. If not sooner paid, the obligation to pay such assessments, interest and costs, are due and payable on or prior to the date on which title to a Lot is transferred. The lien for assessments, interest and costs of collection, shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect until paid in full. The lien for assessments, interest and costs of collection cannot be waived by an Owner's abandonment of such Owner's Lot.

The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any first mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment if the mortgage or deed of trust is for purchase money of or improvements on such Lot and placed upon the Lot at a time when no default has occurred and payments of assessment is current; provided, however, that such subordination shall apply only to the assessments which became due and payable prior to the time when the holder of a first mortgage or deed of trust comes into possession of a Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession. Such sale shall not relieve such Lot from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

To offset the cost of changing the records of the Association, the purchaser of a Lot shall pay the Association a transfer fee of \$100.00 (the "transfer fee") at the time of the Lot purchase.

ARTICLE V

OWNERS COMMITTEE

The Owners Committee shall be composed of three (3) Owners who are qualified to vote and elected by a majority of the Owners for a three (3) year term. Only one (1) person per family may serve on the committee at the same time. When the membership of the committee is changed the Chairman of the committee shall execute an Amended Management Certificate and record it in the Real Property Records of Kerr County, Texas. The members of the Owners Committee shall determine among themselves who will serve in the following three (3) offices:

CHAIRMAN. The Chairman shall preside at all meetings of the Owners Committee and the Association, shall have general and active management of the business affairs of the Association and shall see that all orders and resolutions of the Owners Committee are enforced.

SECRETARY. The Secretary shall attend all meetings of the Owners Committee and the Association and record all proceedings of the Owners Committee and Association meetings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Owners Committee and of the Association, and shall perform such other duties as may be required by the Owners Committee.

TREASURER. The Treasurer shall have custody of the maintenance fund, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Owners Committee. All expenditures will be approved by and all checks will require the signature of two (2) members of the Owners Committee. The financial records of the Association shall be reviewed at least annually by the Members and from time to time by the Owners Committee. Financial records of the Association will be available according to the provisions of Section 209.005, Texas Property Code. An independent audit of the financial records shall be obtained upon the written request

from the majority of Owners or request from the Owners Committee. All receipts shall be kept in one (1) bank account labeled "Maintenance Fund".

A. Members of the Owners Committee may be removed from the committee by a majority vote of Owners at a meeting called for that purpose and a substitute member elected for the remaining term of the member removed. In case of resignation, death or incapacity to serve as an Owners Committee member, the remaining Owners Committee member(s) may appoint a substitute member of the Owners Committee to serve the remainder of the term of any Owners Committee who has resigned, died, or lacks capacity to serve.

B. If the Association is incorporated as a non-profit corporation the Owners Committee shall be and become the Board of Directors of the Association and all officers shall be and become officers of the Association. The powers and authorities of the Owners Committee shall be and become vested in the Association if it is so incorporated and thereupon the management of the business and affairs of the Association shall be vested in the Board of Directors.

ARTICLE VI

POWERS AND DUTIES OF THE JAPONICA HILLS OWNERS COMMITTEE

The Owners Committee shall have the following powers and duties, in addition to the specific powers and duties provided for herein whenever in the exercise of its discretion; it may deem them necessary and advisable:

1. To enforce this Declaration either in its own name, or in the name of the Association, or in conjunction with the Owner of a Lot within the Subdivision.
2. To maintain all property owned by the Association.
3. To contract for construction, repairs, remodeling, replacement, operations of and additions to all property owned by the Association.
4. To expend its funds for such purposes it may deem advisable for the general welfare of the Owners of Lots within the Subdivision.
5. To determine the rate at which the Owners obtaining water from the subdivision water supply system will be charged.
6. To make reasonable rules and regulations specifying the conditions, fees and charges for obtaining water service from the subdivision water supply system and to revoke, modify and amend such rules and regulations from time to time.
7. To recommend the annual maintenance assessment charge each year and any special assessment charge.
8. To maintain a current roster of all Owners and make such roster available to any Owner upon request.
9. To enforce any liens imposed on a Lot by reason of violation of the Restrictive Covenants and/or the failure to pay assessments or other charges due the Association as provided herein.

10. To maintain complete and accurate records of the actions and activities of the Owners Committee on behalf of the Association.
11. To approve or disapprove plans and specifications of proposed improvements based on compliance with this Declaration.
12. To file a Management Certificate as required by Section 209.004, Texas Property Code.

VII

ARCHITECTURAL CONTROL

No construction, erection, modification, redecoration or alteration shall be commenced on any building, fence, residence, house, garage, accessory building, outbuilding, or other structure of any kind until a complete set of plans and specifications therefor shall have been formally submitted to the Owners Committee with a written request for approval of the plans and specifications as submitted. Plans and specifications which are submitted shall contain and include, but not necessarily be limited, to the following information: (1) floor plans, including finished floor and ground elevations; (2) exterior elevations for any buildings, fence, or other structure (3) a plat or site plan showing easements, (4) the location of any building, fence, single family dwelling or other structure; (5) exterior lighting and location; (6) samples of exterior finish materials and color samples; (7) and any other plans, specifications or information deemed pertinent by the Owners Committee.

The Owners Committee shall review all plans, specifications and other information which is submitted for compliance with all the requirements of this Declaration and for the compatibility of any improvements with the architectural and aesthetic with all other improvements in the Subdivision, and that they be in harmony with their natural surroundings. The Owners Committee shall have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications which are submitted. In the event the Owners Committee fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, approval will be deemed granted. If the Owners Committee requests additional information, the time to approve or disapprove plans submitted, is automatically extended for 30 days from the date the additional information requested, is received by the Owners Committee. All approvals by the Owners Committee of proposed construction shall be by written notice to the applicant.

The Owners Committee may disapprove the construction, design or location of any improvements on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision. Prior approvals and/or disapprovals of the Owners Committee pertaining to any improvement locations or regarding matters of design or aesthetics shall not be deemed binding upon the Owners Committee for later requests for approval if the Owners Committee determines that the repetition of such matters will have an adverse effect on the Subdivision. The Owners Committee shall have the express power to construe and interpret any covenant herein that may be capable of more than one interpretation. All disapprovals by the Owners Committee of proposed construction shall be by written notice to the applicant defining the reason(s) for such disapproval.

During reasonable hours, members of the Owners Committee, or any authorized representative of the committee, shall have the right to enter upon and inspect any Lot, and any improvement thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry.

The Owners Committee shall have the authority to employ professional consultants at the expense of the Association to assist it in performance of its duties. The decision of the Owners Committee shall be final, conclusive and binding upon the applicant.

Members of the Owners Committee shall not be liable to any person (including Owners and builders) subject to or possessing or claiming any benefits under this Declaration and the covenants contained herein for any damage or injury to property arising out of the Members acts hereunder.

When the construction, remodeling, additions, alterations, repair, replacement or improvements of a structure is commenced upon any Lot, the Owner or Owners thereof shall prosecute, with all reasonable diligence, the completion thereof and shall complete the construction thereof within twelve (12) months from the date of commencement, delays caused by acts of God excepted. If an Owner anticipates the need for more than 12 months for construction, that Owner shall request approval for a longer period of construction, prior to commencing construction.

All work on any Lot shall conform to all Standard Building Codes and regulations in effect for the subject property at the time of construction.

VIII.

RESTRICTIVE COVENANTS FOR USE OF LOTS

Each Lot in the Subdivision is restricted to the residential and limited commercial uses permitted herein. No other uses are permitted.

There shall not be on any one (1) Lot more than one (1) Single Family Dwelling, together with the necessary and appurtenant buildings such as garage, carport, tennis court, swimming pool, servants quarters, outbuildings and guest house customarily used in connection therewith. Each Lot shall be used only for single family residential purposes and uses, except as provided in Article VIII.D herein.

All principle dwellings, exclusive of open or screened porches, terraces, patios, garage or carport shall be constructed or maintained with a living area of not less than 1800 square feet of air-conditioned and/or heated space.

The limited commercial uses of a Lot for orchards, vegetable, herb, or flower farms, small cottage industries are allowed on any Lot as long as such activity is in conjunction with residential use and does not attribute to the Lot(s) the appearance of a commercial or non-residential operation.

No mobile home, prefabricated home, tent, temporary structure or other structure not constructed on a Lot of any kind shall be erected, placed, permitted, located or permitted on any Lot. No garage, carport, shed, outbuilding, tent, trailer, mobile home, motor home, prefabricated home, basement, temporary building or other structure shall be used at any time for permanent or for temporary residence purposes without the prior approval of the Owners Committee. No guest house or servants quarters shall be occupied prior to the commencement of construction of the primary residence.

Roofs: Metal roofs are recommended for all buildings, structures, garages, carports, servant quarters, guest houses and outbuildings. No flammable roofs of any kind whatsoever shall be permitted on any Lot.

Building Locations: No Single Family Dwelling, garage, carport, outbuilding, or other structure of any kind shall be erected, constructed, placed, moved or come to rest on any Lot nearer than thirty (30) feet to any property line of the Lot. For purposes of this covenant, eaves, steps, driveways and open porches shall not be considered a part of a building.

Easements: Easements for installation and maintenance of utilities are reserved as shown on the Subdivision Plat. In addition to the main line easement shown on the recorded plat, it is expressly understood and agreed by all Owners of Lots within the subdivision that various utility companies serving individual Lots shall have the ability to utilize as much space along the drop lines to each residential unit as is reasonably necessary for repair and maintenance. All easements granted by the Owner to utility companies shall be prior approved by the Owners Committee.

All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated buildings, mobile home, modular home, or existing residences or garages be moved onto or placed on any Lot.

One recreational vehicle or camper trailer per Lot may be stored on site. Said vehicles must be the sole property of the Lot Owner and the Owner must have title to same. Each such vehicle must be screened from public view.

No brush, trash or other materials shall be burned on any Lot except in compliance with the fire regulations of the Hunt Volunteer Fire Department, County of Kerr or other appropriate regulatory agency.

No windmills or wind chargers shall be erected upon any Lot in the subdivision without the prior approval of the Owners Committee.

No Lot shall be occupied or used for any noxious or offensive activity and no obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance or hazard to the Subdivision or to any other Owner.

No laundry upon or above any Lot shall be permitted to be visible from any adjoining Lot or street.

No garbage, refuse, junk, trash, construction debris, or obnoxious or offensive material shall be permitted to accumulate on any Lot, and the Owner or Owners of each Lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. No burning of household garbage shall be allowed at any time. No building materials of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot. Each Owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, any Lot by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonable be expected to result in any adverse change or affect on such drainage or seepage. Storage of wrecked or non-operative vehicles or the wrecking of same shall not be permitted on any Lot. Burying of household garbage is prohibited within the subdivision. Garbage on any Lot shall be kept in sanitary containers with a suitable lid at all

times, and such containers shall be kept in a clean and sanitary condition not visible from the street except on the day of garbage pick-up.

No animal or fowl of any description shall be raised, housed, or kept on any Lot: except that horses, dogs, cats or other pets that are of such a nature as not to interfere with the safety and comfort of adjoining Lot Owners may be kept on a Lot, provided that they are not bred or maintained thereon for any commercial purposes and that they are not permitted on other Lots and are restrained by leash or fence.

No outdoor type toilet, except portable type toilets used during the period of construction, shall be erected or maintained on any Lot. All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or a sewage disposal system that conforms with the State of Texas and County of Kerr health laws and regulations.

No work or exploration for any oil, gas or other minerals, or drilling for any oil, gas or other minerals or quarrying of any rock, minerals, soil, or material of any nature shall be conducted on any Lot or portion thereof, nor shall any excavation of any nature be made upon any Lot or portion thereof except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, the construction of dwellings and/or tennis courts, swimming pools, and the grading of roads and streets.

No signs of any character shall be permitted on any Lot except a sign not larger than 600 square inches setting forth the name of the Owner, occupant or property (i.e., Peaceful Hills) of said Lot, or Lot and/or house number; provided however, that one (1) "for sale" sign of not larger than 600 square inches shall be permitted to be placed upon a Lot. All other signs are prohibited on all Lots.

No Lot or Lots may be subdivided or combined with another Lot with any resulting Lot containing less than five (5) acres within its boundary.

Trees on any Lot that become infected with the disease commonly referred to as "Oak Wilt" or "Oak Decline" shall be cut down by the Owner of the Lot immediately upon confirmation of the disease and disposed of as soon as possible.

An Owner may lease a Lot or any improvement on such Lot, pursuant to a written lease agreement. Any such lease or lease agreement shall provide that the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee thereunder to comply with the terms and provisions of this Declaration shall be and constitute a default under such lease.

All buildings and structures on each Lot shall not exceed two (2) stories in height and of new construction and architecturally in harmony with the primary residential buildings.

No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

All of the property in this Subdivision shall be designated as a game preserve. Hunting of any kind is prohibited on or within the subdivision.

IX

WATER SUPPLY

Each Lot Owner shall have the privilege of obtaining water from the water supply system owned by the Association subject to the Restrictive Covenants and the terms of the Application For Service & Service Agreement and payment of the connection fee established by the Owners Committee.

Said water supply system includes the pump, pressure, and reserve tanks, distribution lines up to and including the water meter, which is to be located within the utility easement, and the Lot on which the system is situated.

Each user, who obtains water from the system, shall be billed on a regular basis for the amount of water used, at a rate to be determined from time to time by the Owners Committee.

All water used will be metered, including water used by private fire stations owned by individual Lot Owners.

Water from the water supply system is for the exclusive use within the subdivision. No water lines, hoses, irrigation lines, pipes or other water transportation vehicles or service shall cross the outer boundary lines of the subdivision.

No tap, water installation or other repair or maintenance of any portion of the water supply system shall be commenced without at least twenty-four (24) hours advance notice to the Owners Committee. Any Owner who fails to give such notice and/or who causes any termination or shut down of the water supply system and water service without such prior notice shall be liable for and shall pay for or reimburse all losses, costs, expenses and damages arising out of such termination or shut down to the Association.

ARTICLE X

ENFORCEMENT

If an Owner or Resident, or their respective heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration it shall be lawful for the Association, to (i) if this Declaration allows or the Association has, acting through the Owners Committee, previously determined (or subsequently determined after the violation occurs) that the entry on to a Lot for the purpose of remedying or abating such violation is appropriate or necessary, then enter unto the Lot (without any liability whatsoever for damages, for wrongful entry, trespassing or otherwise to any Owner, Resident or other person or entity) and take such action to remedy or abate the violation, or (ii) if this Declaration allows or the Association has, acting through the Owners Committee, previously determined (or subsequently determined after the violation occurs) that legal or equitable action against the offending Owner or Resident is the appropriate method to securing compliance, then prosecute such legal or equitable action as the Owners Committee may determine. In each of such cases, the Association shall be entitled to recover costs and reasonable attorney's fees to securing compliance as well as (in the case of entry on a Lot and remediation) the costs of such remedy or abatement.

A. Notwithstanding the generality of the foregoing paragraph the provisions of Section 209.006 and 209.007 and 209.008, Texas Property Code shall apply.

B. The failure of any Owner or Resident to comply with any restriction or covenant in this Declaration will result in irreparable damage to other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined and may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court cost and reasonable attorney's fees. Neither the Owners Committee nor Association shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be borne by and be the responsibility of the Owners.

The provisions of this Article X are intended to strictly comply in full with the Texas Property Code (particularly, the Texas Residential Property Owners Protection Act) and all other statutes and laws related thereto.

Any matter relating to foreclosure of assessment liens shall be governed by Section 209.009, 209.010, and 209.011, Texas Property Code.

If and to the extent that any provisions in this Article or any other provision of the Declaration does not so comply, such provisions are hereby altered, changed and amended to secure such compliance; and this covenant and condition shall be deemed paramount and control over all other provisions of this Article X.

XI

GRANDFATHER CLAUSE

All Single Family Dwelling, garages, carports, outbuildings, fences, walls, retaining walls or other structures of any kind that are fully and completely constructed, erected, placed and maintained on any Lot as of the date hereof will not be required to comply with the requirements of this Declaration provided such structures were not in violation of the Restrictive Covenants in force prior to the date of this Declaration.

XII

TERM

This Declaration shall remain in force and effect for a period of twenty five (25) years after the effective date of this Declaration, at which time, and each tenth anniversary thereafter, this Declaration shall be automatically extended for a period of ten years unless amended by an instrument signed by two-thirds (2/3) of the then Owners of the Lots, and recorded in the Real Property Records of Kerr County indicating agreement to change said covenants in whole or in part.

XIII

GENERAL PROVISIONS

Interpretation: If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or confliction interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Whenever in the application of the provisions of this Declaration, or any amendments hereto, conflict with the application of any provision of the Association's or Owners Committee's rules or regulations, the provisions or application of this Declaration shall prevail.

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changed required to make the provisions herein apply either to entities or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Notices: Any notice required to be given to any Owner, Member, Owners Committee or Resident shall be deemed given as of the date the notice was deposited in the United States Mail, postage prepaid, and addressed to the Owner, Member, Owners Committee or Resident at the last known address as shown by the records of the Association.

Headings: The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

Notwithstanding any provision herein to the contrary members of the Owners Committee, or any authorized representative of the committee shall not enter upon any Lot where there exist a completed, occupied residence and no additional construction is proposed upon said Lot without a prior appointment with the Owner of the Lot for a mutually agreed upon date and time for the inspection of the Lot and the improvements thereon. Provided however, should the Owner of the Lot fail to grant an appointment for such inspection at a date and time agreeable to the Owners Committee with thirty (30) days after a request is made by the Owners Committee to the Owner for the inspection, then in that event, the Owners Committee may proceed with the inspection of the Lot and improvements thereon as otherwise provided herein.

EXECUTED effective as of the 17th day of January, 2009 by the undersigned on the attached Signature Pages.

OWNERS:

Delmar Hiller
Sherry Hiller

PRINTED Name(s)

DELMAR HILLER
SHERRY HILLER

Lot Owned: Lot 14A,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 27th day of January, 2009, by Delmar Hiller.



Sherrilee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 27th day of January, 2009, by Sherry Hiller.



Sherrilee Gerami
Notary Public, State of Texas

PLEASE RETURN TO:

↓
✓ Delmar Hiller
Box 426
Hunt, Texas 78024-0426

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Jack H. Parks
Janet C. Parks

PRINTED Name(s)

Jack H. Parks
Janet C. Parks

Lot Owned: Lot 7,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 23 day
of January, 2009, by Jack H. Parks.



Sherril Lee Gerami

Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 23rd day
of January, 2009, by Janet C. Parks.



Sherril Lee Gerami

Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

G.A. Skipper Jr.
Ann H Skipper

PRINTED Name(s)

G.A. Skipper Jr.
Ann H Skipper

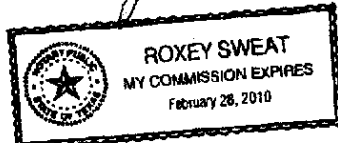
Lot Owned: Lot 9.

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 20th day of January, 2009, by G.A. Skipper Jr.

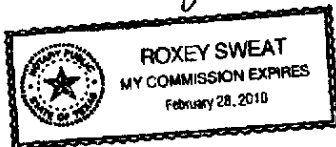


Roxey Sweat
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 20th day of January, 2009, by ANN H Skipper.



Roxey Sweat
Notary Public, State of Texas

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SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

William J. Murphy
Sharon S. Murphy

PRINTED Name(s)

William J. Murphy
Sharon S. Murphy

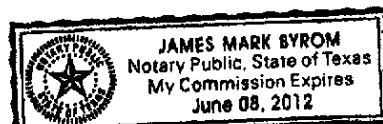
Lot Owned: Lot 20A,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this the 2ND day
of FEBRUARY, 2009, by JAMES MARK BYROM William J. Murphy

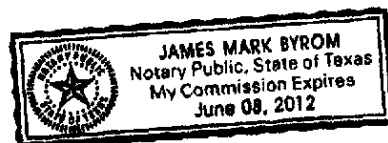


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this the 2ND day
of FEBRUARY, 2009, by JAMES MARK BYROM Sharon S. Murphy



[Signature]
Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Christine Gordon

PRINTED Name(s)

CHRISTINE GORDON

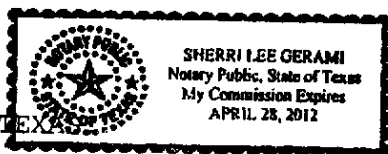
Lot Owned: Lot 12,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 21st day
of January, 2009, by Christine Gordon.



Sherrilee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF _____:

This instrument was acknowledged before me on this the ____ day
of _____, 2009, by _____.

Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

BETTY K. FRITTS

PRINTED Name(s)

Betty K. Fritts

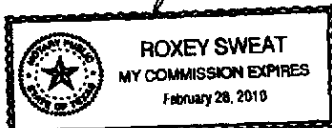
Lot Owned: Lot #5,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 15th day of January, 2009, by Betty K. Fritts.



Roxey Sweat
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF _____:

This instrument was acknowledged before me on this the ____ day of _____, 2009, by _____.

Notary Public, State of Texas

SIGNATURE PAGE TO

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FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

PRINTED Name(s)

PATRICIA L. ATKINSON

JERRY L. ATKINSON

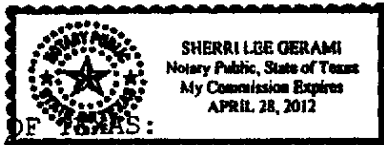
Lot Owned: Lot 13.

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 2nd day of January, 2009, by Patricia Atkinson.



THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 2nd day of January, 2009, by Jerry Atkinson.



Notary Public, State of Texas

Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Eloise H. Massey
Eloise H. Massey
PRINTED Name(s)

Lot Owned: Lot 18,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 21st day
of January, 2009, by Eloise H. Massey.



Sherry Lee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF _____:

This instrument was acknowledged before me on this the _____ day
of _____, 2009, by _____.

Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Harry C. Portwood
Laura S. Portwood

PRINTED Name(s)

HARRY C. PORTWOOD
LAURA S. PORTWOOD

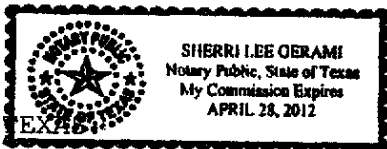
Lot Owned: Lot 19,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 23rd day
of January, 2009, by Harry C. Portwood.

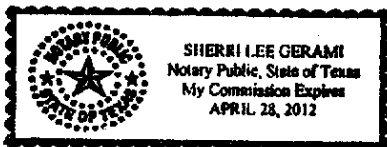


Sherril Lee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 23rd day
of January, 2009, by Laura S. Portwood.



Sherril Lee Gerami
Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Norman Neblett
Norman M. Neblett

PRINTED Name(s)

NORMAN Neblett

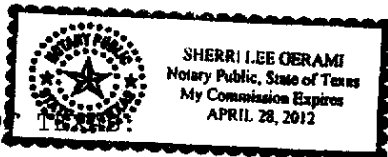
Lot Owned: Lot 11/21.

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr :

This instrument was acknowledged before me on this the 26th day
of January, 2009, by Norman Neblett.



Sherril Lee Cerami
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF _____ :

This instrument was acknowledged before me on this the _____ day
of _____, 2009, by _____.

Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

[Signature]
A. J. TRUITT

PRINTED Name(s)

B. D. TRUITT
S. T. TRUITT

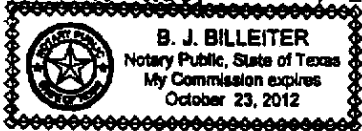
Lot Owned: Lot _____,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF KERR:

This instrument was acknowledged before me on this the 26th day of January, 2009, by Bryant Truitt.

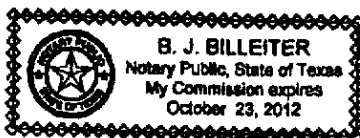


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF KERR:

This instrument was acknowledged before me on this the 26th day of January, 2009, by Shari Truitt.



[Signature]
Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

PETER H.A. Blommers
Peter H.A. Blommers

PRINTED Name(s)

Pamela J Blommers

Pamela J Blommers

Lot Owned: Lot 28.

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr :

This instrument was acknowledged before me on this the 27th day
of January, 2009, by Peter H.A. Blommers.

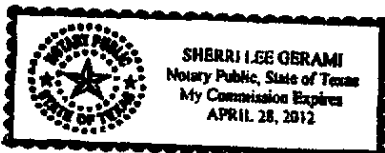


Sherrilee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr :

This instrument was acknowledged before me on this the 27th day
of January, 2009, by Pamela J. Blommers.



Sherrilee Gerami
Notary Public, State of Texas

SIGNATURE PAGE TO

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FIRST AMENDMENT TO AMMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Don H Townsend
Connie F. Townsend

PRINTED Name(s)

DON H. TOWNSEND
CONNIE F. TOWNSEND

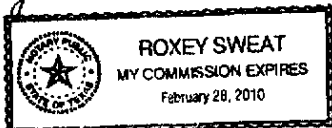
Lot Owned: Lot 1,

Japonica Hills Subdivision.

THE STATE OF TEXAS :

COUNTY OF KERR :

This instrument was acknowledged before me on this the 29th day of January, 2009, by Don H Townsend.

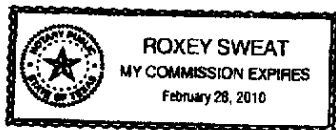


Roxey Sweat
Notary Public, State of Texas

THE STATE OF Texas :

COUNTY OF Kerr :

This instrument was acknowledged before me on this the 29th day of January, 2009, by CONNIE F. TOWNSEND.



Roxey Sweat
Notary Public, State of Texas

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Rainer Kuenzel
Monika Kuenzel

PRINTED Name(s)

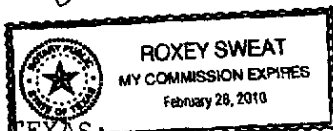
Rainer Kuenzel
Monika Kuenzel

Lot Owned: Lot 15,

Japonica Hills Subdivision.

THE STATE OF TEXAS: RS
COUNTY OF KERR:

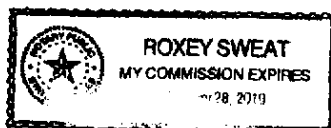
This instrument was acknowledged before me on this the 29th day
of January, 2009, by Rainer Kuenzel.



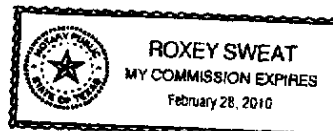
Roxey Sweat
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF KERR:

This instrument was acknowledged before me on this the 29th day
of January, 2009, by Monika Kuenzel.



Roxey Sweat
Notary Public, State of Texas



SIGNATURE PAGE TO
FIRST AMENDMENT TO AMMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

STUART N. BESSEY
[Signature]

PRINTED Name(s)

STUART N. BESSEY
[Signature]

Lot Owned: Lot 17#.

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 17th day
of Feb., 2009, by STUART N. BESSEY.

Rose M. Robbins

Notary Public, State of Texas

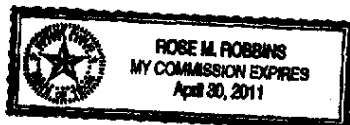
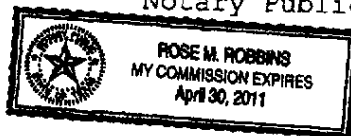
THE STATE OF TEXAS:

COUNTY OF Kerr:

This instrument was acknowledged before me on this the 17th day
of Feb, 2009, by STUART N. BESSEY.

Rose M. Robbins

Notary Public, State of Texas



VOL. 1723 PAGE 0033

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Neill T. Masteron III

PRINTED Name(s)

NEILL T. MASTERON III

Lot Owned: Lot 14,

Japonica Hills Subdivision.

THE STATE OF ~~TEXAS~~:

COUNTY OF _____:

This instrument was acknowledged before me on this the ____ day
of _____, 2009, by _____

Notary Public, State of Texas

THE STATE OF ~~TEXAS~~:

COUNTY OF _____:

This instrument was acknowledged before me on this the ____ day
of _____, 2009, by _____

Notary Public, State of Texas

See attachment

S. Kadin 2/9/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARAOn February 9, 2009 before me, SYLVIA PARDINI, NOTARY PUBLIC
Here Insert Name and Title of the Officerpersonally appeared NEILL T. MASTERSON IV
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary PublicPlace Notary Seal Above**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Signature Page to First Amendment / Japonica HillsDocument Date: _____ Number of Pages: ①

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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

Recorder's note
Recorded as
Filed

FILED AND RECORDED
At 11:00 o'clock A.M
STATE OF TEXAS
COUNTY OF KERR

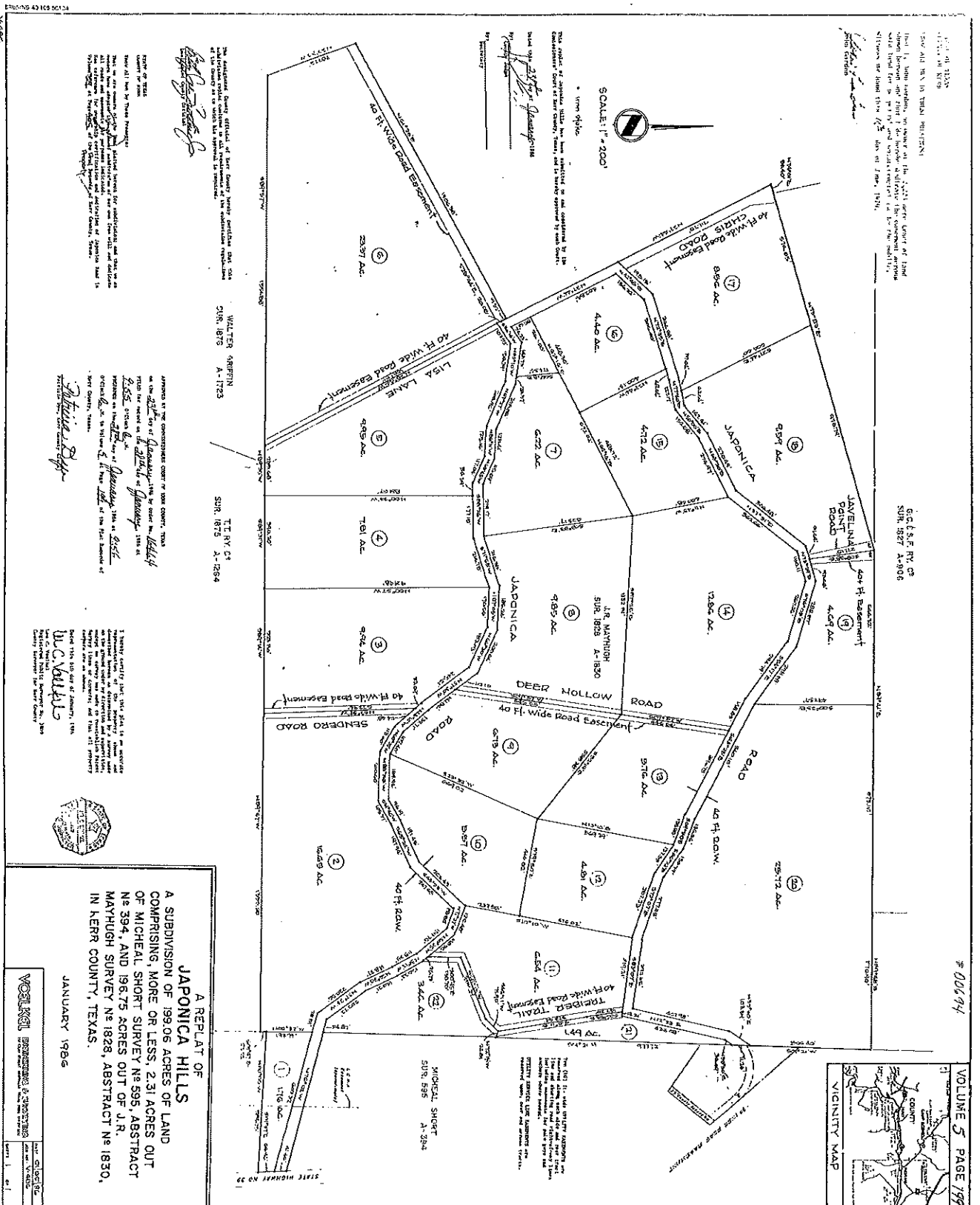


MAR 11 2009

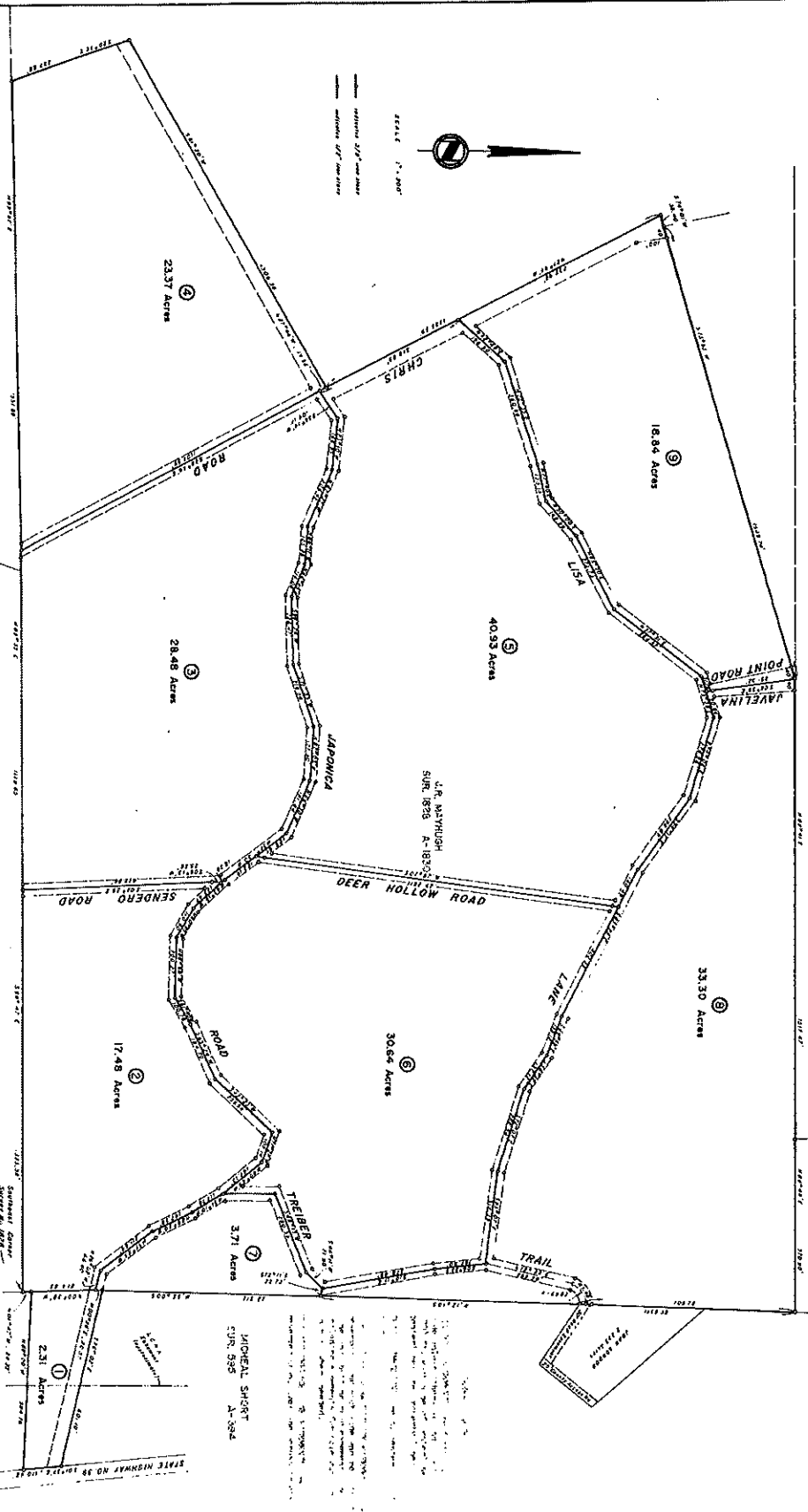
I hereby certify that this instrument was filed in the file numbered
sequence on the date and time stamped herein by me and was duly
recorded in the Official Public Records of Kerr County Texas.

Jannet Propper, Kerr County Clerk

By *Jannet Propper* Deputy



G.C. & F. RY. CO.
SUR. 1827 A-902

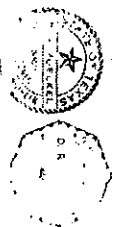


JAPONICA HILLS

A SUBDIVISION OF 199.06 ACRES OF LAND
COMPRISING, MORE OR LESS, 2.31 ACRES OUT
OF MICHAEL SHORT SURVEY N° 595, ABSTRACT
N° 394, AND 196.75 ACRES OUT OF J.R.
MAYHUGH SURVEY N° 1828, ABSTRACT N° 1830,
IN KERR COUNTY, TEXAS.

OWNERS: CAMP LA JUNTA, INC. and
LEON TREIBER
ENGINEER: D.R. VOELKEL

APRIL 1978



Leon Treiber
Surveyor

WALTER GREEN
SUR. 1875 A-1723
TERRY C.
SUR. 1875 A-1824
J.R. MAYHUGH
SUR. 1828 A-1828
MICHAEL SHORT
SUR. 595 A-394

WALTER GREEN
SUR. 1875 A-1723
TERRY C.
SUR. 1875 A-1824
J.R. MAYHUGH
SUR. 1828 A-1828
MICHAEL SHORT
SUR. 595 A-394

765675

DEED

VOL 192 PAGE 761

THE STATE OF TEXAS I

THE COUNTY OF KERR I

KNOW ALL MEN BY THESE PRESENTS:

That Chas. Schreiner Bank, of Kerrville, Texas, acting by and through its duly authorized Senior Vice-President, H. L. Milligan, and Trust Officer, Randle Williams, as Independent Executor of the Estate of W. N. "Bill" James, Deceased, and as Trustee of the W. N. "Bill" James Trust Estate, and as Independent Executor of the Estate of Katherine H. James, Deceased, and as Trustee of the Katherine H. James Trust Estate, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other valuable consideration, cash, to the undersigned, paid by the Grantees herein named, the receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto Camp La Junta, Inc., and Leon M. Treiber, all of the following described real property, situated in Kerr County, Texas, to-wit:

A tract of land containing 199.312 acres, more or less, comprising approximately 197.0 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, part of a 229.26 acre tract of land conveyed to W. N. James from Emma E. Mayhugh, et al, by a deed dated the 12th day of June, 1946, and recorded in Volume 79 at Page 466, of the Deed Records of Kerr County, Texas, and 2.310 acres out of Michael Short Survey No. 595, Abstract No. 394, conveyed to W. N. James from Maria Robertson by a deed dated the 10th day of March, 1948, and recorded in Volume 83, at Page 619, of the Deed Records of Kerr County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a cornerpost and 1/2" iron stake believed to be the southeast corner of said Survey No. 1828;

THENCE, along a fence N. 01 deg. 47' W., 24.22 ft. to a cornerpost and 1/2" iron stake;

THENCE, along a fence, S. 88 deg. 00' E., 584.76 ft. to a cornerpost and 3/8" iron stake in the West right-of-way line of State Highway No. 39;

THENCE, along a fence and the West right-of-way line of said State Highway No. 39, N. 01 deg. 37' W., 110.45 ft. to a cornerpost and 1/2" iron stake;

THENCE, along a fence, N. 76 deg. 02' W., 601.09 ft. to a cornerpost and 1/2" iron stake;

THENCE, N. 01 deg. 13' E., 2268.63 ft. to a cornerpost and 1/2" iron stake for the Northeast corner of the herein described tract;

THENCE, along a fence, S. 89 deg. 48' W., 570.90 ft. to a cornerpost; S. 89 deg. 41' W., 1517.47 ft. to an anglepost and 3/4" iron pipe, the Southeast corner of a 115 acre tract conveyed to J. D. Brance from W. N. James by a deed dated the 29th day of May, 1956, and recorded in Volume 100, at Page 1, of the Deed Records of Kerr County, Texas; and then along the South line of said J. D. Brance 115 acre tract S. 73 deg. 53' W., 1549.74 ft. to a cornerpost and 3/4" iron pipe;

THENCE, S. 73 deg. 53' W., 38.40 ft. to a 1/2" iron stake for the Northwest corner of the herein described tract in the easterly line of Camp Stewart;

THENCE, along the easterly line of said Camp Stewart, S. 27 deg., 45' E., 1233.20 ft. to a large cedar post for reentrant corner of the herein described tract; S. 61 deg. 20' W., 1306.38 ft. to a large cedar post for the Northerly Southwest corner of the herein described tract;

THENCE, S. 20 deg. 30' E., 387.66 ft. to a cornerpost and 1/2" iron stake for the Southerly Southwest corner of the herein described tract;

THENCE, along a fence, N. 89 deg. 56' E., 4004.86 ft. to the PLACE OF BEGINNING, containing 199.312 acres of land, more or less, within these metes and bounds.

There is hereby reserved unto the Grantor herein, its successors and assigns, the non-exclusive right of egress and ingress over a vehicular road easement over, upon and across the above described property, said easement being fully described in "Exhibit A" attached hereto and made a part hereof for all purposes.

This conveyance is made and accepted SUBJECT TO all easements and rights-of-way which are valid, existing and properly of record, or which are visible and/or are apparent on the ground.

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 Camp La Junta, Inc., and Leon M. Treiber, their heirs, legal representatives, successors and assigns, forever.

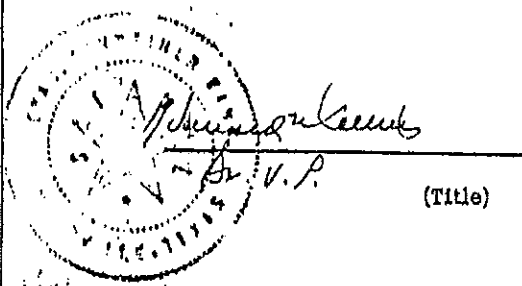
EXECUTED this 15th day of December, 1976.

ATTEST:

CHAS. SCHREINER BANK, OF KERRVILLE,
TEXAS

By [Signature]
H. L. Milligan, Senior Vice-President

By [Signature]
Randle Williams, Trust Officer



(Title)

THE STATE OF TEXAS I

THE COUNTY OF KERR I

BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared H. L. Milligan, Senior Vice-President, of Chas. Schreiner Bank, of Kerrville, Texas, and Randle Williams, Trust Officer of Chas. Schreiner Bank, of Kerrville, Texas, said Chas. Schreiner Bank, of Kerrville, Texas, being the Independent Executor of the Estate of W. N. "Bill" James, Deceased, Trustee of the W. N. "Bill" James Trust Estate, Independent Executor of the Estate of Katherine H. James, Deceased, and Trustee of the Katherine H. James Trust Estate, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and in the capacities therein stated, and as the act and deed of said Bank in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day
of December, A. D. 1976.



Virginia Thompson
Notary Public in and for
Kerr County, Texas.

FILED FOR RECORD

at 4:25 o'clock P.M.

DEC 15 1976

EMMIE M. MUENKER

Clerk County Court Kerr County, Texas
By Lisa Hudson Deputy

W. N. JAMES RANCH: FIELD NOTES DESCRIPTION FOR A THIRTY (30') FT.
WIDE VEHICULAR ACCESS EASEMENT ACROSS TRACT S-6

Being a certain thirty (30') ft. wide strip, tract or parcel of land reserved for vehicular access to a certain 73.272 acre tract of land designated as Tract S-5 on an unrecorded plat for the partitioning of the former W. N. James ranch, being upon, over and across a certain 199.312 acre tract of land designated as Tract S-6 on said unrecorded plat; comprising, more or less, 0.48 acre out of Michael Short Survey No. 595, Abstract No. 394, and 3.50 acres out of J. R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{4}$ " iron stake at the intersection of easement centerline with the west right-of-way line of State Highway No. 39, an easterly line of said Tract S-6, 15.00 ft. $N.01^{\circ} 37'W.$ from the most southeasterly corner of said Tract S-6, and which bears 583.66 ft. $S.89^{\circ} 38'E.$ from a fence cornerpost and $\frac{1}{4}$ " iron stake believed to be the southeast corner of said Survey No. 1828;

THENCE, along the meanders of the centerline of an existing ranch road as follows: $N.58^{\circ} 23'W.$, 253.43 ft.; $N.80^{\circ} 28'W.$, 231.22 ft.; $S.60^{\circ} 50'W.$, 103.80 ft.; $S.19^{\circ} 45'W.$, 96.82 ft.; and $S.80^{\circ} 05'W.$, 17.58 ft. to a point in the center of a gate in a cross fence; continuing, $S.80^{\circ} 05'W.$, 46.74 ft.; $N.24^{\circ} 22'W.$, 135.69 ft.; $N.54^{\circ} 35'W.$, 54.47 ft.; $N.12^{\circ} 02'W.$, 235.73 ft.; $N.26^{\circ} 31'W.$, 147.37 ft.; $N.31^{\circ} 11'W.$, 117.74 ft.; $N.17^{\circ} 45'W.$, 115.51 ft.; $N.79^{\circ} 04'W.$, 115.75 ft.; $N.64^{\circ} 21'W.$, 67.95 ft.; $S.43^{\circ} 22'W.$, 256.60 ft.; $S.65^{\circ} 22'W.$, 194.72 ft.; $S.61^{\circ} 39'W.$, 100.75 ft.; $N.88^{\circ} 59'W.$, 200.28 ft.; $N.60^{\circ} 26'W.$, 110.50 ft.; $N.43^{\circ} 18'W.$, 143.76 ft.; $N.37^{\circ} 30'W.$, 249.70 ft.; $N.66^{\circ} 32'W.$, 191.83 ft.; $N.87^{\circ} 06'W.$, 178.01 ft.; $S.71^{\circ} 54'W.$, 215.60 ft.; $S.88^{\circ} 25'W.$, 226.47 ft.; $N.66^{\circ} 46'W.$, 116.06 ft.; $N.86^{\circ} 13'W.$, 125.43 ft.; $N.67^{\circ} 28'W.$, 206.44 ft.; $N.83^{\circ} 11'W.$, 166.91 ft.; $S.59^{\circ} 00'W.$, 106.74 ft.; and $N.14^{\circ} 23'E.$, 20.99 ft. to a point 15 ft. $N.61^{\circ} 20'E.$ from a large cedar post at the most easterly corner of Camp Stewart;

THENCE, 15 ft. from and parallel to the line between said Tract S-6 and Camp Stewart, $N.27^{\circ} 45'W.$, 1230.25 ft. to a point in the line between said Tract S-5 and Tract S-6, which bears 23.40 ft. $S.73^{\circ} 53'W.$ from the most southeasterly corner of said Tract S-5 in a northwesterly line of said Tract S-6, a reentrant corner of said former W. N. James Ranch, and which point also bears 15 ft. $N.73^{\circ} 53'E.$ from the westerly southeast corner of said Tract S-5 and the northwest corner of said Tract S-6 in a northeasterly line of said Camp Stewart, containing 3.98 acres of land, more or less, within the herein described vehicular access easement.

I hereby certify that the above easement description is an accurate description as determined by an on the ground survey made under my direction and supervision, except no survey was made to reestablish Patent Survey corners.

This survey was performed for the W. N. James Trust and the Estate of Katherine James, and is for exclusive use by trustees, agents and/or representatives of said Trust and Estate. I am not responsible to any other parties, present or future, for any loss resulting therefrom.

Dated this 2nd day of December, 1976

D. R. Voelkel
D. R. Voelkel
Registered Professional Engineer No. 8889
Registered Public Surveyor No. 443

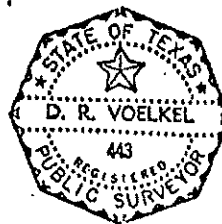


EXHIBIT A

D. R. VOELKEL Civil Engineer Land Surveyor 212 CLAY STREET KERRVILLE, TEXAS 78028 PHONE 812-257-3313

Filed for record December 15, 1976 at 4:25 o'clock P. M.

Recorded December 21, 1976
EMMIE M. MUENKER, Clerk

By *G. M. Doughton* Deputy

OWNERSHIP CERTIFICATION AND DEDICATION OF ROAD

00463

Vol. 359 P. 405

STATE OF TEXAS X

COUNTY OF KERR X

We, the undersigned, being owners of the most westerly 18.30 acres of Tract 3, consisting of two lots: one 10.30 acres and one 8.0 acres, in Japonica Hills, a Subdivision in Kerr County, Texas the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Japonica Road owned by us and abutting said Tract 3 of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 23rd day of October, 1985.

Charles J. Fritts
Charles J. Fritts
Betty Kirk Fritts
Betty Kirk Fritts

STATE OF TEXAS X

COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Charles J. Fritts and Betty Kirk Fritts 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, this 23rd day of October, 1985.

Linda S. Somerville
Notary Public in and for Kerr
County, Texas Linda S. Somerville

My commission expires 4-4-89.

STATE OF TEXAS X

VOL. 359 PAGE 406

COUNTY OF KERR X

We, the undersigned, being owners of 5.00 acres out of Tract 6 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Lisa Lane owned by us and abutting said Tract 6 of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 15th day of September, 1985.

Thomas A. Sweeney
Thomas A. Sweeney

Joanne L. Sweeney
Joanne L. Sweeney

STATE OF TEXAS X

COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Thomas A. Sweeney and Joanne L. Sweeney 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, this 23rd day of September, 1985.

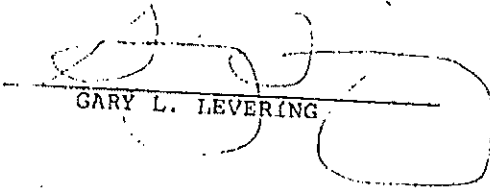
[Signature]
Notary Public in and for Kerr
County, Texas

My commission expires 7-1-88.

THE STATE OF TEXAS X
COUNTY OF KERR X

I, GARY L. LEVERING, being the owner of the most westerly 5.00 acres out of Tract 8 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Lisa Lane owned by me and abutting said Tract 8 in Japonica Hills Subdivision to the County of Kerr for public use.

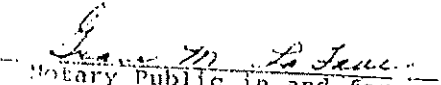
Dated this the 20th day of September, 1985.


GARY L. LEVERING

THE STATE OF TEXAS X
COUNTY OF HARRIS X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of September, 1985.


Notary Public in and for
Harris County, T e x a s

GRACE M. ENAY
Notary Public, State of Texas
My Commission Expires March 10, 1988

STATE OF TEXAS X

VOL. 359 PAGE 408

COUNTY OF KERR X

We, the undersigned, being owners of 5.00 acres out of Tract 5 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Lisa Lane owned by us and abutting said Tract 5 in Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 1st day of October, 1985.

H. W. Glamann

Barbara V. Glamann

STATE OF TEXAS X

COUNTY OF ~~HARRIS~~ Kerr X

Before me, the undersigned authority, on this day personally appeared H. W. Glamann and Barbara V. Glamann 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, this 1st day of October, 1985.

Carol B. Mann
Notary Public in and for ~~Harris~~ Kerr County, Texas

My Commission expires 8-16-88.

CAROL B. MANN

Notary Public in and for Texas

My Comm. Exp. 8-16-88

STATE OF TEXAS X

VOL. 359 PAGE 409

COUNTY OF KERR X

We, the undersigned, being owners of the most northwesterly 6.01 acres out of Tract 6 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2 of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Lisa Lane owned by us and abutting said Tract 6 in Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 26 day of September 1985.

Martin B. Sweeney
Martin B. Sweeney

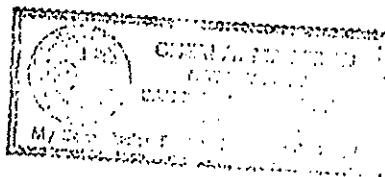
Vatcharaporn Sweeney
Vatcharaporn Sweeney

STATE OF CALIFORNIA X

COUNTY OF SAN BERNARDINO X

Before me, the undersigned authority, on this day personally appeared Martin B. Sweeney and Vatcharaporn Sweeney 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, this 26th day of September 1985.



Cheri A. Mattson
Notary Public in and for San
Bernardino County, California
Cheri A. Mattson

STATE OF TEXAS X

COUNTY OF KERR X

We, the undersigned, being owners of the most northeasterly 26.6 acres out of Tract 8 in Japonica Hills, a Subdivision in Kerr County Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Lisa Lane and the paved portion of Treiber Trail owned by us and abutting said Tract 8 in Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 11 day of October, 1985.

D. D. Londot
Joan Londot

STATE OF TEXAS X

COUNTY OF FT. BEND X

Before me, the undersigned authority, on this day personally appeared D. D. Londot and Joan Londot 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, this 11 day of October, 1985.

Kathryn Evans
 Notary Public in and for Ft. Bend
 County, Texas

My Commission expires 10-1-86

Kathryn Evans

STATE OF TEXAS X

VOL. 359 PAGE 411

COUNTY OF KERR X

We, the undersigned, being owners of 3.71 acres of Tract 7 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Japonica Road owned by us and abutting said Tract 7 of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 26 day of September, 1985.

Donald E. Kenney
Donald E. Kenney

Willie L. Kenney
Willie L. Kenney

STATE OF TEXAS X

COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared Donald E. Kenney and Willie L. Kenney 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, this 26th day of September, 1985.

Adele Leake
Notary Public in and for Harris
County, Texas

My Commission expires 11/30/88

Adele Leake

STATE OF TEXAS X

VOL. 359 PAGE 412

COUNTY OF KERR X

I, the undersigned, being the owner of the 17.48 acres of Tract 2, in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Japonica Road owned by me and abutting said Tract 2 of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 11 day of September, 1985.

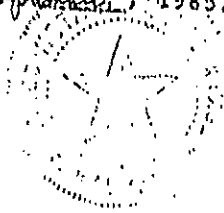
Patricia B. Morehead
Patricia B. Morehead

STATE OF TEXAS X

COUNTY OF GALVESTON X

Before me, the undersigned authority, on this day personally appeared Patricia B. Morehead whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of September, 1985.



Frances Holzworth
Notary Public in and for Galveston
County, Texas

My Commission expires 8-8-89.

Frances Holzworth

STATE OF TEXAS X

VOL. 359 PAGE 413

COUNTY OF KERR X

We, the undersigned, being owners of the most northwesterly 5.00 acres out of Tract 5 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Chris Road and of Lisa Lane owned by us and abutting said Tract 5 in Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 20th day of Sept, 1985.

Carl L. Mackey
Carl L. Mackey

Susan L. Mackey
Susan L. Mackey

STATE OF TEXAS X

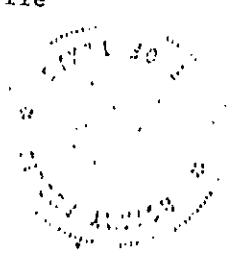
COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Carl L. Mackey and Susan L. Mackey 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, this 26th day of September, 1985.

Linda S. Somerville
Notary Public in and for Kerr
County, Texas

My commission expires: 4-4-89
Linda S. Somerville



STATE OF TEXAS X

VOL. 359 PAGE 414

COUNTY OF KERR X

We, the undersigned, being owners of the most easterly 10.00 acres of Tract 9 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Lisa Lane owned by us and abutting said Tract 9 of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 30th day of September, 1985.

C. T. Massey
Clyde T. Massey

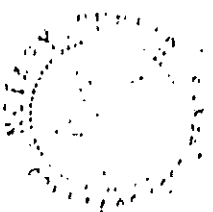
Eloise H. Massey
Eloise H. Massey

STATE OF TEXAS X

COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Clyde T. Massey and Eloise H. Massey 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, this 30 day of September, 1985.



Alice Hilburn
Notary Public in and for Kerr
County, Texas

My Commission expires 10-19-86

Alice Hilburn

STATE OF TEXAS

X

VOL. 359 PAGE 415

COUNTY OF KERR

X

We, the undersigned, being Owners of the 2.31 acres of Tract One, Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Japonica Road owned by us and abutting said Tract One of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 4th day of October, 1985.

Wayne B. Davenport
Wayne B. Davenport

Helen A. Davenport
Helen A. Davenport

STATE OF TEXAS

X

COUNTY OF KERR

X

Before me, the undersigned authority, on this day personally appeared Wayne B. Davenport and Helen A. Davenport 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, this 4th day of October, 1985.



Alico M. Wahrmond
Notary Public in and for Kerr
County, Texas

My Commission expires 1/1/87.

Alico M. Wahrmond

STATE OF TEXAS X

VOL. 359 PAGE 416

COUNTY OF KERR X

We, the undersigned, being owners of the most easterly 10.23 acres of Tract 3 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Japonica Road owned by us and abutting said Tract 3 of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 26 day of Sept, 1985.

William L. Kirk
William L. Kirk

Nancy M. Kirk
Nancy M. Kirk

STATE OF SOUTH CAROLINA X

COUNTY OF SUMTER X

Before me, the undersigned authority, on this day personally appeared William L. Kirk and Nancy M. Kirk 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, this 26th day of September, 1985.

Lydia G. Warr
Notary Public in and for
Sumter County, South Carolina

My Commission expires Sept 1987

Lydia G. Warr

STATE OF TEXAS I

VOL. 359 PAGE 417

COUNTY OF KERR I

We, the undersigned, being owners of 13.37 acres of Tract 4, 1.55 Acres of the Well Tract, the most Southeasterly 10.17 acres of Tract 5, 5.79 acres abutting the well tract out of Tract 5, the most northeasterly 13.42 acres out of Tract 5, the most southwesterly 6.91 acres of Tract 6, the most southeasterly 5.91 acres out of Tract 6, and the most easterly 1.7 acres out of Tract 8, all of said acres being in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4. at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate those portions of Japonica Road, Chris Road, Lisa Lane, and Trieber Trail owned by us and abutting one or more of the aforesaid tracts of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 31st day of October, 1985.

CAMP JUNTA, INC.

by Lawrence L. Graham
Lawrence L. Graham, Executive
Vice-President

TRIEBER Builders, Inc.

by Leon M. Trieber
Leon M. Trieber, President

STATE OF TEXAS I

COUNTY OF KERR I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of OCTOBER, 1985.

Blake W. Smith
Notary Public in and for Kerr
County, TEXAS

My Commission expires 1-18-89.

Blake W. Smith

STATE OF TEXAS I

VOL. 359 PAGE 418

COUNTY OF KERR I

Before, the undersigned authority, on this day personally appeared Leon M. Treiber whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of OCTOBER, 1985.

Juanita P. Davis
Notary Public in and for Kerr
County, Texas

My Commission expires 9-5-88

JUANITA P. DAVIS

STATE OF TEXAS X

VOL. 359 PAGE 419

COUNTY OF KERR X

We, the undersigned, being owners of the most northeasterly 6.81 acres out of Tract 6 in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Japonica Road and of Lisa Lane owned by us and abutting said Tract 6 in Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 4th day of Nov, 1985.

Bill G. Doran
Bill G. Doran

Paula Doran
Paula Doran

STATE OF TEXAS X

COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Bill G. Doran and Paula Doran 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, this 4th day of Nov, 1985.

Georgeana I. Peters
Notary Public in and for Kerr
County, TEXAS
Georgeana I. Peters
My Commission expires 5/7/88.

STATE OF TEXAS X

VOL. 359 PAGE 420

COUNTY OF KERR X

I, the undersigned, being the owner of the most westerly 8.84 acres of Tract 9, in Japonica Hills, a Subdivision in Kerr County, Texas, the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Lisa Lane owned by me and abutting said Tract 9 of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 5 day of November, 1985.

Frances W. Kirk
Frances W. Kirk

STATE OF FLORIDA X

COUNTY OF CLAY X
Actual

Before me, the undersigned authority, on this day personally appeared Frances W. Kirk whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of November, 1985.

Musa F. Hylton
Notary Public in and for Clay County,
Florida
Musa F. Hylton
My Commission expires

Notary Public, State of Florida
My Commission Expires Aug. 6, 1987.

FILED FOR RECORD

2:08

of the

P.

13

JAN 20 1985

PATRICIA DYE

Clerk, County Court, Harris County, Texas

Patricia Dye Deputy

*Filed by:
Voelkel Engineering
Return to:
County of Kern*

OWNERSHIP CERTIFICATION AND DEDICATION OF ROAD

00463

VOL. 359 PAGE 405

STATE OF TEXAS X

COUNTY OF KERR X

We, the undersigned, being owners of the most westerly 18.30 acres of Tract 3, consisting of two lots: one 10.30 acres and one 8.0 acres, in Japonica Hills, a Subdivision in Kerr County, Texas the replat of which is recorded in Vol. 4 at page 164 of the Plat Records of Kerr County, Texas, and in accordance with Article 6812h, Section 2, of Vernon's Texas Civil Statutes, do hereby dedicate that portion of Japonica Road owned by us and abutting said Tract 3 of Japonica Hills Subdivision to the County of Kerr for public use.

Dated this the 23rd day of October, 1985.

Charles J. Fritts
Charles J. Fritts

Betty Kirk Fritts
Betty Kirk Fritts

STATE OF TEXAS X

COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Charles J. Fritts and Betty Kirk Fritts 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, this 23rd day of October, 1985.

Linda S. Somerville
Notary Public in and for Kerr
County, Texas Linda S. Somerville

My commission expires 4-4-89.

NOTICE OF ABANDONMENT OF PLATTED ROAD EASEMENTS**IN****JAPONICA HILLS SUBDIVISION**

STATE OF TEXAS X

COUNTY OF KERR X

NOTICE OF ABANDONMENT OF THE FOLLOWING PLATTED BUT UNDEVELOPED ROADS IN THE SUBDIVISION OF JAPONICA HILLS, A SUBDIVISION OF 199.06 ACRES OF LAND COMPRISING MORE OR LESS, 2.31 ACRES OUT OF MICHEAL SHORT SURVEY NO. 595, ABSTRACT NO. 394, AND 196.75 ACRES OUT OF J. R. MAYHUGH SURVEY NO. 1828, ABSTRACT NO. 1830, IN KERR COUNTY, TX.

- 1) SENDERO ROAD
- 2) DEER HOLLOW ROAD
- 3) JAVELINA POINT ROAD
- 4) LISA LANE
- 5) UNNAMED ROAD EASEMENT ALONG NORTHWESTERLY EDGE OF LOT 6

The undersigned, being the all of the owners of property in JAPONICA HILLS SUBDIVISION, do hereby approved the above proposal for the abandonment of the road easements listed.

FILED FOR RECORD

at 3:30 o'clock P. M.

APR 10 2000

JANNETT PIEPER

Clerk County Court, Kerr County, Texas

Margaret A. Barber Deputy

WITNESS MY/OUR HAND(s):

DATE: 3-11-99SIGNATURE: Don H. Townsend
Don H. TownsendLOT NO(s): 1Connie F. Townsend
Connie F. Townsend

STATE OF TEXAS X

X

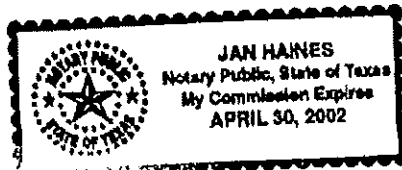
COUNTY OF Kerr X

X

X

BEFORE ME, the undersigned authority, on this day

personally appeared Don H. Townsend & Connie F. Townsend
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of March, 1999.Jan Haines
Notary Public in and for Kerr County, TexasJAN HAINES
Printed Name of NotaryMy Commission expires 4-30-02

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

VOL. 1059 PAGE 0419

DATE: 3-8-99

SIGNATURE: [Signature]

Bryant D. Truitt

LOT NO(s): 2

[Signature]
Shari T. Truitt

STATE OF TEXAS

X

X

COUNTY OF KERR

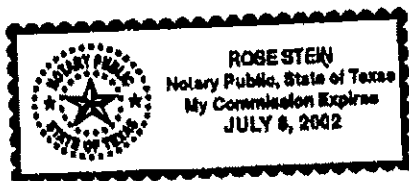
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BEFORE ME, the undersigned authority, on this day

personally appeared Bryant D. Truitt & Shari T. Truitt
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of March, 1999.



[Signature]
Notary Public in and for Kerr County, Texas

ROSE STEIN
Printed Name of Notary

My Commission expires _____

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 03/09/99

SIGNATURE

William L. Kirk

Nancy M. Kirk

LOT NO(s): 3

STATE OF TEXAS X

X

X

COUNTY OF _____ X

BEFORE ME, the undersigned authority, on this day

personally appeared William L. Kirk & Nancy M. Kirk WHO HAS PRESENTED FLORIDA DL AS IDENTIFICATION known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9TH day of MARCH, 1999.Cathy Chapman
Notary Public/in and for _____ County, Texas

OKALOOSA COUNTY FLORIDA

CATHY CHAPMAN

Printed Name of Notary

My Commission expires _____

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

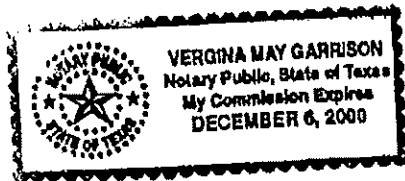
DATE: March 9 1999SIGNATURE: Charles J. Fritts
Charles J. FrittsBetty K. Fritts
Betty K. FrittsLOT NO(s): 4 & 5

STATE OF TEXAS

X
X
X
XCOUNTY OF Kerr

BEFORE ME, the undersigned authority, on this day

personally appeared Charles J. Fritts & Betty K. Fritts
 known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
 acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of March, 1999.
Vergina May Garrison
 Notary Public in and for Kerr County, Texas

Vergina May Garrison
 Printed Name of Notary
My Commission expires Dec. 6, 2000

Filed by & return to:
 Japonica Hills Property Owners
 P.O. Box 606
 Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 3-10-99

SIGNATURE: _____

E. J. Lambert
E. J. Lambert

LOT NO(s): 7

STATE OF TEXAS

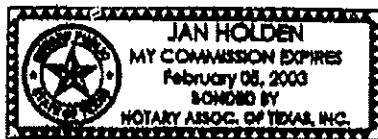
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COUNTY OF Kerr

BEFORE ME, the undersigned authority, on this day

personally appeared E. J. Lambert
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of March, 1999.



Jan Holden
Notary Public in and for Kerr County, Texas

JAN HOLDEN
Printed Name of Notary

My Commission expires February 5, 2003

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 3-11-99

SIGNATURE: Suzanne B. Hartman

Suzanne B. Hartman

LOT NO(s): 8

STATE OF TEXAS

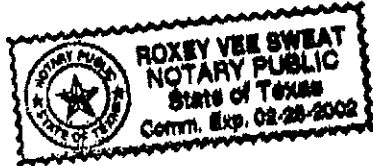
COUNTY OF Kerr

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BEFORE ME, the undersigned authority, on this day

personally appeared Suzanne B. Hartman
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of March, 1999.



Roxey Vee Sweat
Notary Public in and for Kerr County, Texas

Roxey Vee Sweat
Printed Name of Notary

My Commission expires 2-28-2002

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 5/13/99LOT NO(s): 9

SIGNATURE:

George SkipperAnn Skipper

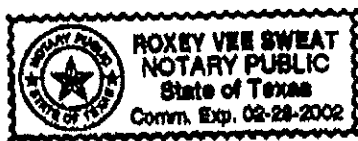
STATE OF TEXAS

X
X
X
XCOUNTY OF KEEP

BEFORE ME, the undersigned authority, on this day

personally appeared George Skipper & Ann Skipper
 known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
 acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of May, 1999.



Roxey Vee Sweat
 Notary Public/in and for KEEP County, Texas

Roxey Vee Sweat
 Printed Name of Notary

My Commission expires 2-28-2002

Filed by & return to:
 Japonica Hills Property Owners
 P.O. Box 606
 Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 3-17-99

LOT NO(s): 10

SIGNATURE: _____

James Graham

Mary Graham

STATE OF TEXAS

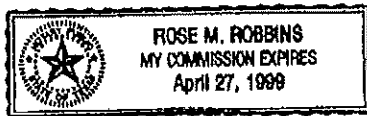
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COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day

personally appeared James Graham & Mary Graham
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of March, 1999.



Rose M Robbins
Notary Public in and for KERR County, Texas

Rose m Robbins
Printed Name of Notary

My Commission expires 4-27-99

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 3-10-99

SIGNATURE: Norman M. Neblett
Norman M. Neblett

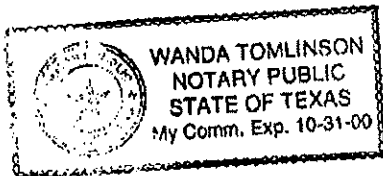
LOT NO(s): 11

STATE OF TEXAS X
COUNTY OF Keel X

BEFORE ME, the undersigned authority, on this day

personally appeared Norman M. Neblett
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of March, 1999.



Wanda Tomlinson
Notary Public in and for Keel County, Texas

Wanda Tomlinson
Printed Name of Notary

My Commission expires 10/31/00

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 3/9/99

SIGNATURE: Joanne L. Sweeney
Joanne L. Sweeney

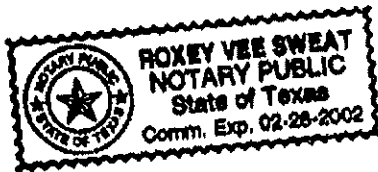
LOT NO(s): 12 & 13

STATE OF TEXAS X
 X
COUNTY OF KEEL X

BEFORE ME, the undersigned authority, on this day

personally appeared Joanne L. Sweeney
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of March, 1999.



Roxey Vee Sweat
Notary Public in and for KEEL County, Texas

Roxey Vee Sweat
Printed Name of Notary

My Commission expires 2-28-2002

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 4/7/99

SIGNATURE: _____

Lawrence L. Graham

Lawrence L. Graham

Pres. LA JOLTA INC.

LOT NO(s): 14

STATE OF TEXAS

X

X

X

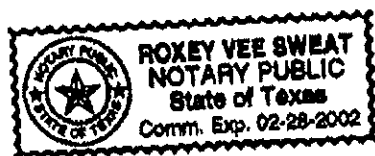
COUNTY OF KEEL

X

BEFORE ME, the undersigned authority, on this day

personally appeared Lawrence L. Graham
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of April, 1999.



Roxey Vee Sweat
Notary Public in and for Keel County, Texas

Roxey Vee Sweat
Printed Name of Notary

My Commission expires 2-28-2002

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

We approve all three items as listed in the Japonica Kills Property Owners letter dated February 26, 1999.

- Item 1. - Incorporate all approved partial re-plats into one composite re-plat
- Item 2. - Incorporate lot 21 into lot 11.
- Item 3. - Abandonment of undeveloped roads.

WITNESS MY/OUR HAND(S)

DATE: 3-23-99

SIGNATURE: *Rick Shann*
Rick Shann

LOT(s) 14A

STATE OF MICHIGAN X
X
X
COUNTY OF Kalamazoo X

BEFORE ME, the undersigned authority, on this day

personally appeared Rick Shann known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of March, 1999.

Steven W. Kitchen
Notary Public in and for Kalamazoo County, MI
STEVEN W. KITCHEN
Notary Public, Kalamazoo County, MI
My Commission Expires Nov. 7, 2003
Printed name of Notary

My Commission expires _____

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 4/9/1999

LOT NO(s): 15

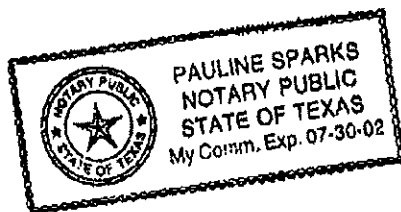
SIGNATURE: *Rainer Kuenzel*
Rainer Kuenzel
Monika Kuenzel
Monika Kuenzel

STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared Rainer Kuenzel & Monika Kuenzel
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 1999.



Pauline Sparks
Notary Public in and for Kerr County, Texas

PAULINE SPARKS
Printed Name of Notary

My Commission expires 7-30-02

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: May 28, 1999

LOT NO(s): 16

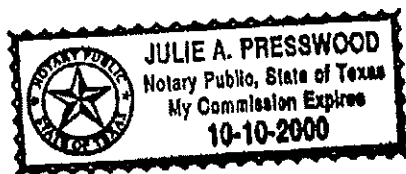
SIGNATURE: Patrick Pollan
Patrick Pollan
Patti Pollan
Patti Pollan

STATE OF TEXAS X
 X
 X
COUNTY OF _____ X

BEFORE ME, the undersigned authority, on this day

personally appeared Patrick Pollan & Patti Pollan
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of May, 1999.



Julie A. Presswood
Notary Public in and for _____ County, Texas

JULIE A PRESSWOOD
Printed Name of Notary

My Commission expires 10/10/2000

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: 1-24-00

SIGNATURE: Fran Kirk Rainey
FRAN KIRK RAINY

LOT NO(s): 17

STATE OF TEXAS X
 X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day

personally appeared Fran Kirk Rainey
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of 1, ²⁰⁰⁰~~1999~~

Trula Jennings
Notary Public in and for Harris 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.

Printed name of Notary

My Commission expires

File & return to:
Japanica Hills Property Owners
P.O. Box 606
Hunt, TX 78024



WITNESS MY/OUR HAND(s):

VOL. 1059 PAGE 0433

DATE: 3-8-99

SIGNATURE: Eloise H. Massey
Eloise H. Massey

LOT NO(s): 18

STATE OF TEXAS X

X

COUNTY OF Kerr X

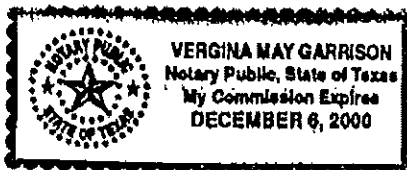
X

X

BEFORE ME, the undersigned authority, on this day

personally appeared Eloise H. Massey
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of March, 1999.



Vergina May Garrison
Notary Public in and for Kerr County, Texas

Vergina May Garrison
Printed Name of Notary

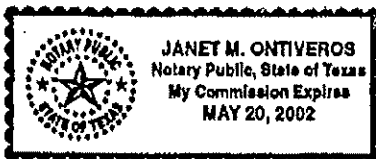
My Commission expires Dec. 6, 2000

Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 3-8-99SIGNATURE: Donald Bidell
Donald Bidell
Cherie Bidell
Cherie BidellLOT NO(s): 19STATE OF TEXAS X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared Donald Bidell & Cherie Bidell
known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8 day of March 1999.Janet M. Ontiveros
Notary Public in and for Kerr County, TexasJanet M. Ontiveros
Printed Name of NotaryMy Commission expires 2002Filed by & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: 3/20/99LOT NO(s): 20SIGNATURE: Ron Carbaugh
Ron CarbaughChris Carbaugh
Chris Carbaugh

STATE OF TEXAS X

X

X

COUNTY OF _____ X

BEFORE ME, the undersigned authority, on this day

personally appeared Ron Carbaugh & Chris Carbaugh
 known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
 acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of March, 1999.
Kathy Timmons
 Notary Public in and for POLK County, Texas

KATHY TIMMONS
 Printed Name of Notary
My Commission expires 5-31-2001

Filed by & return to:
 Japonica Hills Property Owners
 P.O. Box 606
 Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

VOL. 1059 PAGE 0436

DATE: 1/12/2000

SIGNATURE: Edward M Walker
ED WALKER

LOT NO(s): 20a

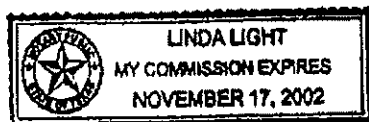
Edward J Walker

STATE OF TEXAS X
 X
 X
COUNTY OF _____ X

BEFORE ME, the undersigned authority, on this day

personally appeared EDWARD M. WALKER
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of JANUARY, ~~1999~~ ²⁰⁰⁰



Linda Light
Notary Public in and for HARRIS County, Texas

LINDA LIGHT
Printed name of Notary

My Commission expires 11-17-2002

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HANDS(s):

DATE: 12/20/99

SIGNATURE: Peter J. Allen ^{Co-Executor}
Estate of RAYMOND OELAND

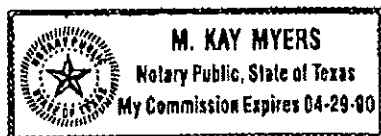
LOT NO(s): 22

STATE OF TEXAS X
 X
 X
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day

personally appeared Peter J. Allen
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of Dec., 1999



M. Kay Myers
Notary Public in and for Harris County, Texas

M. Kay Myers
Printed name of Notary

My Commission expires 04-29-2000

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

WITNESS MY/OUR HAND(s):

DATE: March 10th, 1999SIGNATURE: 

Robert W. Holliday

LOT NO(s): 6
Joanne Purcell HollidayCOUNTRY CANADA

STATE OF TEXAS

X

X

PROVINCE

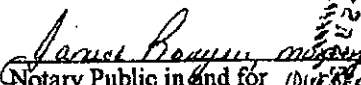
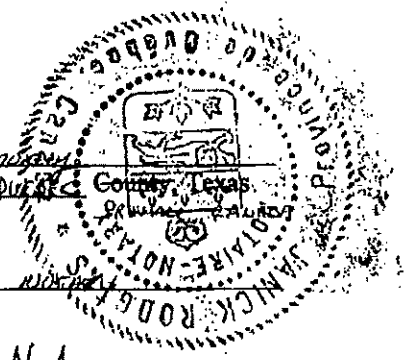
X

COUNTY OF QUEBEC

X

BEFORE ME, the undersigned authority, on this day

personally appeared Robert W. Holliday & Joanne Purcell Holliday
 known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and
 acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of March, 1999.
Notary Public in and for Quebec County, Texas.JANICK RODGERS, Notary
Printed Name of NotaryMy Commission expires N.A.

Filed by & return to:
 Japonica Hills Property Owners
 P.O. Box 606
 Hunt, TX 78024



Tel.: (819) 776-4525
 Fax.: (819) 771-8924

Me Janick Rodgers, L.L., D.D.N.

Notaire, conseiller juridique
 Notary, Title attorney

DATE: 4-5-00

SIGNATURE Fran Kirk Rainey
Fran Kirk Rainey

LOT NO(s): 17

VOL. 1059 PAGE 0439

STATE OF TEXAS X
 X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day

personally appeared Fran Kirk Rainey
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me t
executed the same for the consideration therein expressed.

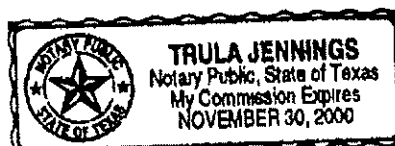
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of April 2000

Trula Jennings
Notary Public in and for County, Texas

Printed name of Notary

My Commission expires _____

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024



ORDER NO. 26282

ABANDONMENT OF PLATTED ROAD EASEMENTS
IN JAPONICA HILLS SUBDIVISION

On this the 13th day of March 2000, upon motion made by Commissioner Griffin, seconded by Commissioner Williams, the Court unanimously, by a vote of 5-0-0, adopted the order abandoning the platted road easements in Japonica Hills Subdivision; being 1) Sendero, 2) Deer Hollow, 3) Javelina Point, 4) Lisa Lane and 5) an unnamed road easement along NW edge of Lot #6.

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.

RECORD

VOL

Real Property
1059 PG *417*

RECORDING DATE

APR 11 2000



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS)
COUNTY OF KERR

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

APR 11 2000



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

VOL. 1166 PAGE 0012

00298

NOTICE OF ABANDONMENT OF PLATTED ROAD EASEMENTS

IN

JAPONICA HILLS SUBDIVISION

STATE OF TEXAS X

COUNTY OF KERR X

NOTICE OF ABANDONMENT OF THE FOLLOWING PLATTED BUT UNDEVELOPED ROADS IN THE SUBDIVISION OF JAPONICA HILLS, A SUBDIVISION OF 199.06 ACRES OF LAND COMPRISING MORE OR LESS, 2.31 ACRES OUT OF MICHEAL SHORT SURVEY NO. 595, ABSTRACT NO. 394, AND 196.75 ACRES OUT OF J. R. MAYHUGH SURVEY NO. 1828, ABSTRACT NO. 1830, IN KERR COUNTY, TX.

1) TREIBER TRAIL

The undersigned, being 20 of the 21 owners of property in JAPONICA HILLS SUBDIVISION, do hereby approve the above proposal for the abandonment of the road easement listed.

Filed by Don Townsend

File & return to:
P.O. Box 606
Hunt, TX 78024

FILED FOR RECORD
at 12:25 o'clock P.M.

JAN 10 2002

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

49.25 + 5 + 1

VOL. 1166 PAGE 0013

WITNESS MY/OUR HANDS(s):

DATE: 1-3-01SIGNATURE: Don H. TownsendLOT NO(s): 1Connie F. Townsend

STATE OF TEXAS X

X

X

COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

personally appeared DON H. TOWNSEND & CONNIE F. TOWNSEND
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3 day of JAN, 1999

Terri Watkins
Notary Public in and for Kerr County, Texas

TERRI WATKINS
Printed name of Notary

My Commission expires 4-6-2003

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0014

WITNESS MY/OUR HANDS(s):

DATE: 1-9-01LOT NO(s): 2

STATE OF TEXAS X

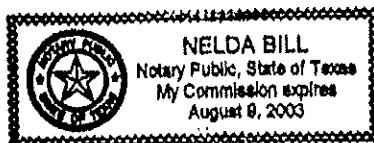
COUNTY OF KERR X

WITNESS BY:

SIGNATURE: [Signature]SIGNATURE: [Signature]

BEFORE ME, the undersigned authority, on this day

personally appeared BRYANT D TRUITT and Shari Truitt
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of January, 2001

[Signature]
Notary Public in and for Kerr County, Texas

Nelda Bill
Printed name of Notary

My Commission expires _____

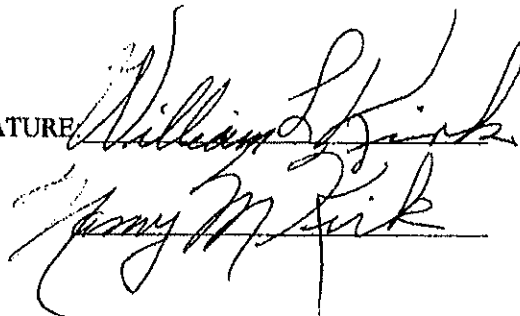
File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0015

WITNESS MY/OUR HANDS(s):

DATE: 1-12-01LOT NO(s): 3

SIGNATURE




STATE OF ~~TEXAS~~/ X
FLORIDA X
X
COUNTY OF OKALOOSA X

BEFORE ME, the undersigned authority, on this day

personally appeared WILLIAM L. KIRK AND NANCY M. KIRK
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12 day of JAN, 1999 2001


Notary Public in and for OKA County, ~~Texas~~
FLORIDA

CATHY CHAPMAN
Printed name of Notary

My Commission expires



File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0016

WITNESS MY/OUR HANDS(s):

DATE: 1/19/01SIGNATURE: Charles J. Fritts

Charles J. Fritts

LOT NO(s): 4 & 5Betty K. Fritts

Betty K. Fritts

STATE OF TEXAS X

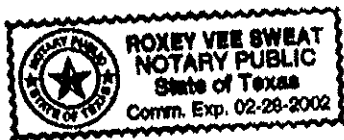
X

X

COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared Charles J. Fritts and Betty K. Fritts
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of Jan., 2001Roxey Yee Sweat
Notary Public in and for Kerr County, TexasRoxey Yee Sweat
Printed name of NotaryMy Commission expires 2-28-02

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0017

WITNESS MY/OUR HANDS(s):

DATE: 9 JAN., 2001SIGNATURE: *[Signature]*LOT NO(s): 6*Joanne P. Holliday*

STATE OF TEXAS X
PROVINCE OF QUEBEC X
COUNTRY OF CANADA X
COUNTY OF _____ X

BEFORE ME, the undersigned authority, on this day

personally appeared HOLLIDAY, Robert and Joanne P
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of January, 1999 2001

Joanne P. Holliday
Notary Public in and for _____ County, Texas

JANICE M. HOLLIDAY
Printed name of Notary

My Commission expires 1/1/01

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0018

WITNESS MY/OUR HANDS(s):

DATE: 3-6-01SIGNATURE: E. J. Lambert

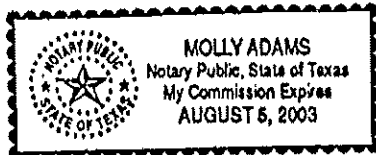
E. J. Lambert

LOT NO(s): 2

STATE OF TEXAS X
 X
 X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

personally appeared E. J. Lambert
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of March, 2001

Molly Adams
Notary Public in and for Kerr County, Texas

Molly Adams
Printed name of Notary

My Commission expires 8-5-03

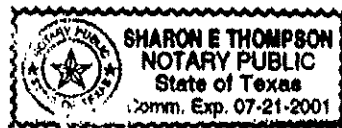
File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0019

WITNESS MY/OUR HANDS(s):

DATE: 2/14/01SIGNATURE: Suzanne B. Hartman
Suzanne B. HartmanLOT NO(s): 8STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

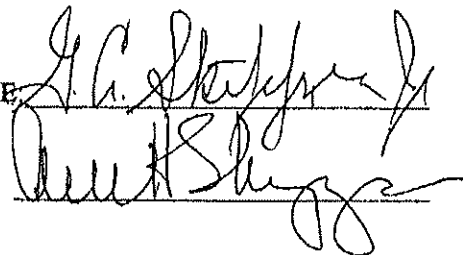
personally appeared Suzanne B. Hartman
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of Feb, 2001Sharon E. Thompson
Notary Public in and for Kerr County, TexasSharon E. Thompson
Printed name of NotaryMy Commission expires 07-21-2001File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0020

WITNESS MY/OUR HANDS(s):

DATE: 1-3-01LOT NO(s): 9

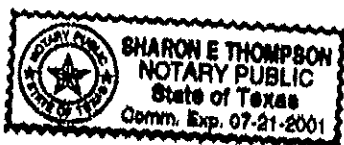
SIGNATURE



STATE OF TEXAS X
 X
 X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

personally appeared GEORGE A SKIPPER AND ANN SKIPPER
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3 day of JAN, 1999 2001

Sharon E. Thompson
Notary Public in and for Kerr County, Texas

SHARON E THOMPSON
Printed name of Notary

My Commission expires 07-21-2001

File & return to:
Japonica Hillis Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. **1166** PAGE **0021**

WITNESS MY/OUR HANDS(s):

DATE: 3-16-01LOT NO(s): 10SIGNATURE: 

Robert L. Gehrke

STATE OF TEXAS

X

X

X

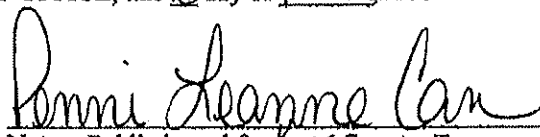
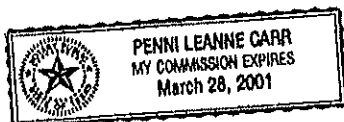
COUNTY OF

KERR

X

BEFORE ME, the undersigned authority, on this day

personally appeared Robert L. Gehrke
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of March, 2001Notary Public in and for Kerr County, TexasPenni Leanne Carr

Printed name of Notary

My Commission expires March 28, 2001

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0022

WITNESS MY/OUR HANDS(s):

DATE: 1-11-01SIGNATURE: Norman M. WebbLOT NO(s): 11 & 21

STATE OF TEXAS X
 X
 X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

personally appeared NORMAN M. WEBB
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

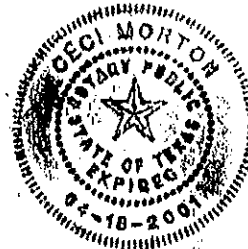
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of JAN, ~~1999~~ ²⁰⁰¹

Cecilia Morton
Notary Public in and for Kerr County, Texas

C. Cecilia Morton
Printed name of Notary

My Commission expires 04-18-2001

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024



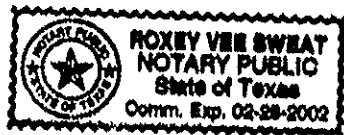
VOL. 1166 PAGE 0023

WITNESS MY/OUR HANDS(s):

Jo

DATE: 1/4/01SIGNATURE: Joanne L. SweeneyLOT NO(s): 12813STATE OF TEXAS X
X
X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

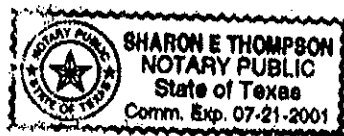
personally appeared Joanne L. Sweeney
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of Jan, ²⁰⁰¹~~1999~~Roxey Vee Sweat
Notary Public in and for Kerr County, TexasRoxey Vee Sweat
Printed name of NotaryMy Commission expires 2-28-02File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0024

WITNESS MY/OUR HANDS(s):

DATE: 1-23-01SIGNATURE: *Paul E. Gun*LOT NO(s): 14STATE OF TEXAS X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared *Lawrence Graham*
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of January, ²⁰⁰¹1999*Sharon E. Thompson*
Notary Public in and for Kerr County, Texas*Sharon E. Thompson*
Printed name of NotaryMy Commission expires 07-21-2001File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VACATION OF PLATTED ROAD
TREIBER ~~LAKE~~ TRAIL

VOL. 1166 PAGE 0025

WITNESS MY/OUR HANDS(s):

DATE: 1-09-01SIGNATURE: Ricky ShannLOT NO(s): 14a

STATE OF ^{Michigan} ~~TEXAS~~ X
X
X
COUNTY OF Kalamazoo X

BEFORE ME, the undersigned authority, on this day

personally appeared Ricky Shann
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 day of Jan, ~~1999~~ 2001

Darlene K. McKenzie
Notary Public in and for Texas County, ~~Texas~~
DARLENE K. MCKENZIE
Notary Public, Van Buren County, MI
Acting in Kalamazoo County, MI
My Commission Expires Sept. 21, 2001
Printed name of Notary

My Commission expires _____

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0026

WITNESS MY/OUR HANDS(s):

DATE: 2/16/01LOT NO(s): 15SIGNATURE: Rainer Kuenzel

Rainer Kuenzel

Monika Kuenzel
Monika Kuenzel

STATE OF TEXAS

X

X

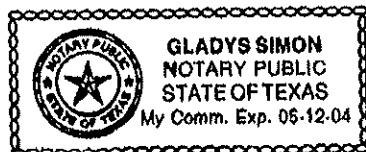
X

COUNTY OF Kerr

X

BEFORE ME, the undersigned authority, on this day

personally appeared Rainer & Monika Kuenzel
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of Feb., 2001Gladys Simon
Notary Public in and for Kerr County, TexasGladys Simon
Printed name of NotaryMy Commission expires 5-12-04

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. **1166** PAGE **0027**

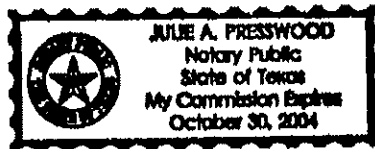
WITNESS MY/OUR HANDS(s):

DATE: 2-27-01LOT NO(s): 16SIGNATURE: Patrick Pollan

Patrick Pollan

Patti Pollan
Patti PollanSTATE OF TEXAS X
 X
 X
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day

personally appeared Patrick & Patti Pollan
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of February 2001Julie A. Presswood
Notary Public in and for _____ County, TexasJULIE A PRESSWOOD
Printed name of NotaryMy Commission expires 10/30/04File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0028

WITNESS MY/OUR HANDS(s):

DATE: 1-8-01SIGNATURE: Ivan W. Kirk BlantonLOT NO(s): 17

STATE OF TEXAS X

X

X

COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day

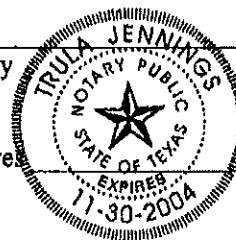
personally appeared Ivan Kirk Blanton
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of Jan, 2001

Trula Jennings
Notary Public in and for County, Texas

Printed name of Notary

My Commission expires



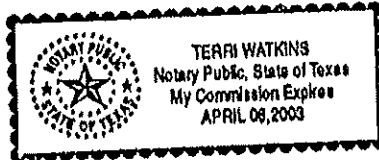
File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0029

WITNESS MY/OUR HANDS(s):

DATE: 1/4/01SIGNATURE: Eloise H. MasseyLOT NO(s): 18STATE OF TEXAS X
 X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

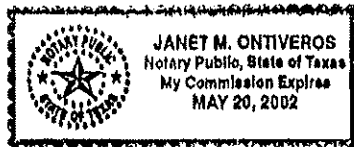
personally appeared ELOISE H. MASSEY
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of Jan 2001Terri Watkins
Notary Public in and for Kerr County, TexasTERRI WATKINS
Printed name of NotaryMy Commission expires 4-8-2003File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0030

WITNESS MY/OUR HANDS(s):

DATE: 12-5-01LOT NO(s): 19SIGNATURE: D.E. Bidell
Cherie A. BidellSTATE OF TEXAS X
X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared D.E. Bidell, Cherie A Bidell
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of Jan, 2001Janet M. Ontiveros
Notary Public in and for Kerr County, Texas
Janet M. ONTIVEROS
Printed name of NotaryMy Commission expires 2002File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0031

WITNESS MY/OUR HANDS(s):

DATE: _____

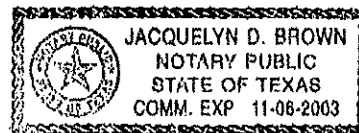
SIGNATURE: Ronald L. CarbaughLOT NO(s): 20Christine L. CarbaughSTATE OF TEXAS X
 X
 X
COUNTY OF _____X

BEFORE ME, the undersigned authority, on this day

personally appeared RONALD CARBAUGH + CHRISTINE CARBAUGH
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of Jan. ~~1999~~ 2001Jacquelyn D. Brown
Notary Public in and for Harris County, TexasJacquelyn D. Brown
Printed name of NotaryMy Commission expires 11/6/03

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024



VOL. 1166 PAGE 0032

WITNESS MY/OUR HANDS(s):

DATE: 28 Feb 2001SIGNATURE: 

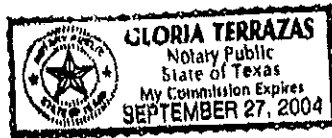
William J. Murphy

LOT NO(s): 20 A

STATE OF TEXAS X
 X
 X
COUNTY OF _____X

BEFORE ME, the undersigned authority, on this day

personally appeared William J. Murphy
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of Feb, 2001


Notary Public in and for TRANS County, Texas

GLORIA TERRAZAS
Printed name of Notary

My Commission expires 9-27-04

File & return to:
Japonica Hills Property Owners
P.O. Box 606
Hunt, TX 78024

VOL. 1166 PAGE 0033

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

JAN 11 2002



Jannett Lipes
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL. 1166 PG 12
RECORDING DATE

JAN 11 2002



Jannett Lipes
COUNTY CLERK, KERR COUNTY, TEXAS

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

00347

VOL. 1166 PAGE 0265

MANAGEMENT CERTIFICATE
FOR JAPONICA HILLS
A SUBDIVISION IN KERR COUNTY, TEXAS

This Management Certificate has been prepared to satisfy the requirements placed on Texas Property Owners' Associations by Senate Bill No. 507, the Texas Residential Property Owners Protection Act.

Japonica Hills Subdivision is a residential subdivision of 199.06 acres of land comprising, more or less, 2.31 acres out of Michael Short Survey No. 595, Abstract No. 394, and acres out of J.R. Mayhugh Survey No. 1828, Abstract No. 1830, in Kerr County, Texas.

Each person who holds title to property in Japonica Hills Subdivision must belong to Japonica Hills Property Owners' Association. The Association represents the interests of the Owners, and has the authority to impose regular annual or special assessments that are designated for use by the property owners' association for the benefit of the subdivision.

An elected committee of three property owners handles the affairs of the Association. These are the President, Treasurer, and Secretary. The current mailing address for the Association is:

P.O. Box 606

Hunt, TX 78024

FILED FOR RECORD

at 11:15 o'clock P.M.

JAN 14 2002

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Sheila Thompson Deputy

Signed:

Don H. Townsend President

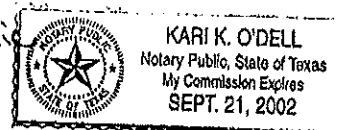
Don H. Townsend

Date: January 14, 2002

*Sworn to and subscribed before me on this
the 14th day of January, 2002.*

*Filed by & Return to:
Don H. Townsend
P.O. Box 606
Hunt, TX 78024
01/14/02*

Kari K. O'Dell
Notary Public



7-5-1

VOL. 1166 PAGE 0266

The recording data for the Subdivision are found in the real property records of Kerr County as follows:

DATE	DOCUMENT ID.	FILE NUMBER	VOLUME/PAGE
04/10/00	114734	2769-00	1059/417
12/03/99	111136	9774-99	1041/131
08/26/98	97401	6667-98	6/376
12/22/97	90412	9267-97	6/349
10/17/96	79061	7884-96	872/498
08/30/96	77820	6672/96	866/72
08/02/95	67057	5957-95	810/234
12/30/93	50162	10335-93	726/593
12/30/93	50161	10334/93	726/586
09/23/93	47486	7825-93	712/678
05/26/92	32811	3528-92	6/79
09/10/91	25973	5658-91	606/688
08/14/91	25271	5039-91	603/386
01/28/86	694-86	694-86	5/199
01/20/86	463-86	463-86	359/405
01/06/86	68-86	68-86	357/713
06/26/79		793613	4/164
05/08/78		782956	4/116

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

JAN 15 2002



Janet Rieper
COUNTY CLERK, KERR COUNTY, TEXAS

01/14/02

RECORD

VOL.

RECORDING DATE

JAN 15 2002



Janet Rieper
COUNTY CLERK, KERR COUNTY, TEXAS

VOL. 1166 PAGE 0267

The recording data for the Declaration are found in the real property records of Kerr County as follows:

DATE	DOCUMENT ID.	FILE NUMBER	VOLUME/PAGE
04/17/01	125549	2941-01	1117/436
06/09/00	116534	4542-00	1069/11
06/03/98	94800	4108-98	954/12
05/27/97	84814	3724-97	901/350
06/13/94	54946	04434-94	750/780
05/04/94	53680	03261-94	744/583
04/25/94	53374	02966-94	743/13
09/21/93	47381	7725-93	712/182
09/21/93	47380	7724-93	712/180
09/21/93	47379	7723-93	712/178
09/21/93	47378	7722-93	712/176
09/21/93	47377	7721-93	712/174
09/21/93	47376	7720-93	712/172
09/21/93	47375	7719-93	712/170
09/21/93	47374	7718-93	712/168
09/21/93	47373	7717-93	712/166
09/21/93	47372	7716-93	712/164
09/21/93	47371	7715-93	712/162
09/21/93	47370	7714-93	712/160
09/21/93	47369	7713-93	712/158
09/21/93	47368	7712-93	712/156
09/21/93	47367	7711-93	712/154
02/22/84		1364	291/289
10/02/78		78646	214/151

STATE OF TEXAS :
COUNTY OF KERR :

002472

VOL. 1728 PAGE 0200

AMENDED MANAGEMENT CERTIFICATE
209.004 Texas Property Code

1. Name of Subdivision
and Recording Data:

JAPONICA HILLS SUBDIVISION, as per map or plat
thereof recorded in Volume 6, Page 349, Plat Records of
Kerr County, Texas.

2. Name of Association
and Mailing Address
for Association:

JAPONICA HILLS PROPERTY OWNERS ASSOCIATION,
an unincorporated owners association managed by the
Japonica Hills Owners Committee
P.O. Box 481, Hunt, Texas 78024
Japonica Hills Owners Committee Members:
Delmar Hiller, Chairman; Bryant Truitt, Secretary
Jack Parks, Treasurer

3. Recording Data
for Declaration:

First Amendment To Amended And Restated Restrictions And
Easements For Japonica Hills A Subdivision in Kerr County,
Texas, recorded in Volume 1723, Page 6, on March 11, 2009 Real
Property Records of Kerr County, Texas.

4. Amendment:

This Amended Management Certificate supersedes and amends a
certain Management Certificate dated January 14, 2002 recorded
in the Real Property Records of Kerr County, Texas.

JAPONICA HILLS PROPERTY OWNERS ASSOCIATION

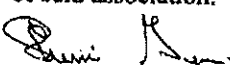
By:


Delmar Hiller, Chairman

THE STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 9th day of April, 2009 by
DELMAR HILLER, Chairman of JAPONICA HILLS PROPERTY OWNERS ASSOCIATION
OWNERS COMMITTEE on behalf of said association.




Notary Public, State of Texas

After Recording Return to: Japonica Hills POA, Box 481, Hunt, Texas 78024

STATE OF TEXAS:
COUNTY OF KERR:

14-00989

AMENDED MANAGEMENT CERTIFICATE
209.004 Texas Property Code

1. Name of Subdivision
and Recording Data: JAPONICA HILLS DUBDIVISION, as per map or plat
thereof recorded in Volume 6, Page 349, Plat records of
Kerr County, Texas.
2. Name of Association
and Mailing Address
for Association: JAPONICA HILLS PROPERTY OWNERS ASSOCIATION, an
unincorporated owners association managed by the Japonica
Hills Owners Committee, P.O. Box 481, Hunt, Texas 78024.
Japonica Hills Owners Committee Members: Delmar Hiller,
Chairman; John Pipkin, Secretary; Jack Parks, Treasurer.
3. Recording Data
for Declaration: First Amendment To Amended And Restated Restrictions And
Easements For Japonica Hills Subdivision A Subdivision in Kerr
County, Texas, recorded in Volume 1723, Page 6, on March 11,
2009 Real Property Records of Kerr County, Texas.
4. Amendment: This Amended Management Certificate supersedes and amends
a certain Management Certificate dated April 9, 2009 recorded
in the Real Property Records of Kerr County, Texas.

JAPONICA HILLS PROPERTY OWNERS ASSOCIATION

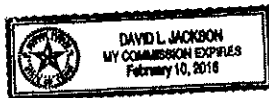
By: Delmar Hiller

Delmar Hiller, Chairman

THE STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 18th day of February, 2014 by
DELMAR HILLER, Chairman of JAPONICA HILLS PROPERTY OWNERS
ASSOCIATION OWNERS COMMITTEE on behalf of said association.

David L. Jackson
Notary Public, State of Texas



Return to:

Japonica Hills POA
P O Box 481
Hunt, Texas 78024

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

FILED AND RECORDED
AT 9:42 O'CLOCK A.M.
STATE OF TEXAS
COUNTY OF KERR
FEB 24 2014



I hereby certify that this instrument was filed in the Record Room
sequence on the date and time stamped hereon and was
duly recorded in the Official Records of Kerr County Texas.

Jessie H. Phipps, Kerr County Clerk
Jessie H. Phipps, Deputy

14-01523

Guidelines For Alternative Payment Plans

Date: February 18, 2014

Property Owners Association: Japonica Hills Property Owners Association

Property Owners Association's Address: P.O. Box 481, Hunt, Texas 78024

Subdivision: Japonica Hills Subdivision, Kerr County, Texas.

The Property Owners Association establishes these guidelines to allow owners who are delinquent in payment or a debt to the Property Owners Association to pay the debt in partial payments to avoid monetary penalties. However, delinquency in payment of a debt will result in nonmonetary penalties, such as loss of privileges.

Payments under a payment plan will incur the Administrative Fee and interest at the Annual Interest Rate.

To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Property Owners Association.

Owners can make no more than two requests for a payment plan within a twelve month period. The Property Owners Association is not required to enter into a payment plan agreement with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

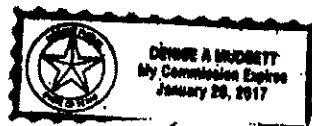
Japonica Hills Property Owners Association

By: Delmar Hiller

Name: Delmar Hiller

Title: Chairman, Japonica Hills Property Owners
Association Owners CommitteeTHE STATE OF TEXAS :
COUNTY OF KERR :

This instrument was acknowledged before me on this 20th day of February, 2014 by Delmar Hiller, Chairman of the Owners Committee of Japonica Hills Property Owners Association on behalf of said Association.

Denise A. Mudgett
Notary Public, State of Texas

Return to:

Japonica Hills POA
P O Box 481
Hunt, Texas 78024

FILED BY AND RETURN TO:

JAPONICA HILLS POA

HUNT, TEXAS 78024

FILED AND RECORDED
At 1:24 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR
MAR 19 2014



I hereby certify that the instrument was filed in the field number
sequence on the date and time stamped herein on me and was
fully recorded in the Official Records of Kerr County Texas.
Janet P. Phipps, Kerr County Clerk
Janet P. Phipps Deputy