

LAZY VALLEY COUNTRY 1 RESTRICTIONS

Volume 156, Page 456, and Volume 166, Page 802, Deed Records of Kerr County, Texas; Volume 1293, Page 799, Real Property Records of Kerr County, Texas, (Volume 227, Page 691, Deed Records of Kerr County, Texas add on Lot 16 only), 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

- Minerals conveyed by Grantor, as described in Royalty Deed from August S. Faltin to Texas Osage Co-operative Royalty Pool and Flag Oil Company of Texas, dated September 13, 1929, recorded in Volume 5, Page 90, Oil & Gas Lease Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interests and conveyance. TITLE to said interest not checked subsequent to date of aforesaid instrument. (H.E. & W..R.R.Co. Survey 1423 & H. & O.B.R.R. Co. Survey 1 only)
- Road and Utility Easements as per the Plat recorded in Volume 3, Page 102, Plat Records of Kerr County, Texas.
- Easement and Building Set Back Lines as per the Restrictions recorded in Volume 156, Page 456, Deed Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from {PR,"Name of Grantor",ST1,1} to {PR,"Name of Grantee",ST1,2}, dated {PR,"Date of Instrument",DT2,3}, recorded in Volume {PR,"Number/Letter of Volume",ST1,4}, Page {PR,"Number/Letter of Page",ST1,5}, {PR,"Type of Records",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

PROTECTIVE COVENANTS AND CONDITIONS
OF
FALTIN LAND COMPANY, INC.

2057

THE STATE OF TEXAS)
)
COUNTY OF KERR)

WHEREAS, FALTIN LAND COMPANY, INC., hereinafter called "Developer", is the record owner of all of the tracts and parcels of land shown upon that certain map or plat filed for record in Volume 3 at Page 102 of the Map and Plat Records of Kerr County, Texas, on the 13th day of June, 1972, to which reference is hereby made for all purposes;

WHEREAS, these Restrictions, Covenants and Conditions are established for the purpose of creating and carrying out a uniform plan for the improvement, development and sale of Lazy Valley Country No. 1.

NOW, THEREFORE, FALTIN LAND CO., INC. does hereby dedicate the land described on the aforesaid Map and Plat of Lazy Valley Country on file with the County Clerk of Kerr County, Texas, to which reference is hereby made for all purposes, and agrees that said land is held and shall hereafter be conveyed subject to the following Restrictions, Protective Covenants and Conditions:

1. Purpose and Extent of Restrictions, Protective Covenants and Conditions. These Restrictions, Covenants and Conditions are established for the purpose set forth above and for the further purpose of preserving the natural beauty and propagating the wildlife on the land, all for the mutual benefit of the owners of same. Said Restrictions, Covenants and Conditions shall, as hereafter provided, be construed as covenants running with said land and binding upon the Developer, its successors and assigns, all owners or purchasers of said property, their heirs, successors, executors, administrators, and assigns, as provided herein.
2. Definitions. In construing those Restrictions, Covenants and Conditions the following words shall have the following meanings:
 - A. "Developer" shall mean and refer to the Faltin Land Co., Inc., its successors and assigns.
 - B. "Original Plat" shall mean and refer to the aforesaid Plat filed for record in Volume 3 at Page 102 of the Map and Plat records of Kerr County, Texas, on the 13th day of June, 197 2 designating Lazy Valley Country.
 - C. "Lazy Valley Country" shall mean and refer to that subdivision of Kerr County, Texas, named Lazy Valley Country, recorded in the Deed Records of Kerr County, Texas, and designated according to the original Plat; the term "Lazy Valley Country" to include, when purchased, any additional real property acquired by the Committee as long as such additional real property is:
 - (i) Contiguous or adjacent to the real property now constituting Lazy Valley Country determined in accordance with the Original Plat or to any real property contiguous or adjacent to such additional real property;
 - (ii) Purchased by the Developer, or on assignment from contiguous or adjacent property owners for the purpose of development by the FALTIN LAND CO.
 - (iii) To be subdivided and sold by the Developer its successors or assigns pursuant to a plat filed of record in Kerr County, Texas, indicating that such additional property will constitute an addition to Lazy Valley Country.

- D. "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a tract, or have entered as an original party, successor or assign, into a Contract of Purchase and Sale for a tract with the Developer; the term "Owner" to exclude any person or persons, entity or entities, having an interest in a tract merely as security for the performance of an obligation; the term "Owner" to include Developer if the Developer is a record owner of fee simple title of a tract, but only if, with respect to such tract, Developer has not entered into any Contract of Purchase and Sale.
- E. "Residence" shall mean and refer to a permanent structure erected on a tract for use as a single family dwelling.
- F. "Committee" shall mean a group of three people who will rule on acceptability of building plans. The developer and two tract owners selected by the developer will compose the "committee."
3. Non-Commercial Use of Tracts. 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 Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.
 4. Common Areas. The common areas owned or controlled by the Developer shall be maintained and governed by the Developer in a manner consistent with the purposes of the Developer as set forth in the By-Laws and in conformity with the terms and provisions hereof.
 5. Construction of Buildings and Other Structures. All buildings and structures on each Tract shall be architecturally acceptable by the committee. No unpainted sheet metal or fiberglass structures shall be placed on any of said Tracts for use as an accessory building. No tent, or temporary structure of any character may be placed, constructed or maintained on any of said Tracts. Maximum building height will be two stories and shall not exceed 35'.
 6. Size of Building and Structures. In no event shall any residence be erected on front 2/3rds of any of said Tracts, having a living area of less than one thousand two hundred (1,200) square feet, exclusive of porches, garages or other appendages. All garages or carports constructed on any of said Tracts shall have a capacity of not less than two (2) standard-size automobiles. The size and design of cottages, cabins and structures erected on the rear 1/3 of a tract will be subject to approval by the "committee."
 7. Set Back Requirements and Fencing. No building or other structure shall be erected on any Tracts nearer than fifty (50) feet from any street, or side property line, nor closer than 25 feet from ANY REAR PROPERTY LINE. No fence shall be over six (6) feet in height. All fences must be approved by the Committee.
 8. Architectural Control. There is hereby established an Architectural Control Committee herein referred to as "Committee". The Committee shall determine if the plans and specifications for any fence or structure on any Tract meet the requirements of these Restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Committee shall establish. No construction may begin until a plot plan and plans and specifications have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed within eight (8) months of commencement of construction. The Committee shall designate the streets and roads into which access from each Tract must be located and no other access shall be permitted. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors.

9. Animals and Hunting. Commercial Production of Livestock and horses shall not be permitted. Limited, personal livestock will be restrained by fence enclosures.

Hunting will be limited to the owner and his immediate family. Personal safety and preservation of wild life is the primary concern of the Committee. Complete cooperation with neighboring Tract owners to insure safety is considered mandatory. **HUNTING BY OTHER PARTIES AND SUB-LEASING FOR HUNTING IS SPECIFICALLY FORBIDDEN.**

10. Sanitation and Sewage. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.
11. Signs. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.
12. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. The Committee shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.
13. Timber. No timber or tree of any kind may be cut by any Owner without the express consent of the Committee. Clearing for building sites, removal of brush and cedar trees are exceptions.
14. Subdividing. No Tract, as that term is defined herein, may be re subdivided by the owner without consent of the Developer.
15. Covenants Running With the Land. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any Tract, or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions, Covenants and Conditions. These Covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) percent of the Tracts as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas. A copy of any change or amendment to these Restrictions or Covenants and Conditions shall be forwarded by prepaid mail to all owners by the Developer. Failure to furnish said copy shall not affect the validity of such change or amendment.
16. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of the Committee to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

17. Enforcement. The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.
18. Interpretation. The right is expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such such right shall be without prejudice to the rights of enforcement prescribed in paragraph 17 above.
19. Abatement and Removal of Violation. Violation of any restriction or condition or breach of any covenant herein contained shall give the Committee or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at at the expense of the Owner or its agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any owners side and rear property lines in case of fractional tracts.

It is understood and agreed that it shall not be considered a violation of the provisions of this easement if wires or cables carried by such pole lines pass over some portion of said tracts not within the 10 foot wide strip as long as such lines do not prevent the construction of buildings on any tracts in this development.

Purchasers hereby authorizes SELLER to maintain access roads for the common good and to charge each property owner a prorata share of such cost on an acreage basis not to exceed \$3.00 per acre per year or \$10.00 per year, whichever is less, and only for such period of time until roads are taken over for maintenance by governmental authority.

FILED FOR RECORD

at 4:40 o'clock P.M.,

JUN 13 1972

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

By Linda Uecker Deputy

4/50
ctg

4-19-72

SECRETARY'S CERTIFICATION OF RESOLUTION
ADOPTED AT SPECIAL MEETING OF FALTIN LAND
COMPANY, INC.

" BE IT RESOLVED that under the interpretation provision in paragraph 18 of the Protective Covenants and Conditions of Faltin Land Company, Inc., recorded in Volume 156, Page 456 of the Deed Records of Kerr County, Texas, the last paragraph thereof concerning annual road maintenance payments is amended by adding the following:

These road maintenance payments shall not apply to the Veterans Land Board of Texas, an Agency of the State of Texas, during the period from forfeiture of one of its purchase Contracts covering land in said Lazy Valley Country Subdivision, to the time of resale thereof by the said Board as provided by the Texas Veterans Land Act".

RECEIVED

AUG 8 1973

General Land Office

THE STATE OF TEXAS |
COUNTY OF KERR |

I have compared the foregoing with a resolution adopted by the Board of Directors of the FALTIN LAND COMPANY, INC., at a special meeting held at the office of said corporation, a quorum being present, on the 3rd day of August, 1973, as recorded in the minute book of said Corporation, and I hereby certify that the same is a true, correct and complete copy thereof, and that the same has not been altered, amended, rescinded or repealed and is now in full force and effect.

Harry F. Schmitt
Secretary of Faltin Land Company, Inc.

FILED FOR RECORD

2:45 o'clock P. M.

SEP 12 1973

Emmie M. Mendenhall
County Clerk, Kerr County, Texas
Lois Hudson

VOL 166 PAGE 903

AUG 4 1973

General Land Office

SUBSCRIBED AND SWORN to before me by the said HARRY F.
SCHWETHELM, Secretary of the FALTIN LAND COMPANY, INC.,
this the 3rd day of August, 1973, to certify which witness my hand
and seal of office.

Hazelle Calhoun
Notary Public in and for Kerr County, Texas

Filed for record September 12, 1973 at 4:15 o'clock P.M.
Recorded September 13, 1973
EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy

08316

PROTECTIVE COVENANTS AND CONDITIONS

OF

LAZY VALLEY COUNTRY UNIT #1

WHEREAS, the undersigned, are each record owners of tracts or lots of land in LAZY VALLEY COUNTRY UNIT #1, a subdivision in Kerr County, Texas, as shown by a plat filed for record in Volume 3 at Page 102 of the Map and Plat Records of Kerr County, Texas, to which reference is hereby made for all purposes; and

WHEREAS, all of the property in LAZY VALLEY COUNTRY UNIT #1, is subject to certain Restrictions, Covenants and Conditions as described in a document entitled "Protective Covenants and Conditions of FALTIN LAND CO., INC.," as recorded in Volume 156, Page 456 of the Deed Records of Kerr County, Texas; and

WHEREAS, the Protective Covenants and Conditions of FALTIN LAND CO., INC., provide that the record owners of legal title of fifty-one percent (51%) of the tracts as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time; and

WHEREAS, the undersigned, who represent more than fifty-one percent (51%) of the record owners of LAZY VALLEY COUNTRY UNIT #1, desire to amend the Protective Covenants and Conditions of FALTIN LAND CO., INC., as recorded in Volume 156, Page 456 of the Deed Records of Kerr County, Texas;

NOW, THEREFORE, the undersigned do hereby revoke the Protective Covenants and Conditions of FALTIN LAND CO., INC., as recorded in Volume 156, Page 456 of the Deed Records of Kerr County, Texas, and agree that all of the property in LAZY VALLEY COUNTRY UNIT #1, a subdivision recorded in Volume 3, Page 102 of the Map and Plat Records of Kerr County, Texas, shall henceforth be subject to the following Restrictions, Protective Covenants and Conditions:

1. Purpose and Extent of Restrictions, Protective Covenants and Conditions. These Restrictions, Covenants and Conditions are established for the purpose set forth above and for the further purpose of preserving the natural beauty and propagating the wildlife on the land, all for the mutual benefit of the owners of same. Said Restrictions, Covenants and Conditions shall, as hereafter provided, be construed as covenants running with said land and binding upon the Developer, its successors and assigns, all owners or purchasers of said property, their heirs, successors, executors, administrators, and assigns, as provided herein.

FILED FOR RECORD

at 11:55 o'clockM

AUG 22 2003

ANNETT PIEPER

Clerk, County Court, Kerr County, Texas

Deputy

235

2. Definitions. In construing those Restrictions, Covenants and Conditions the following words shall have the following meanings:
 - A. "Developer" shall mean and refer to the Faltin Land Co., Inc., its successors and assigns.
 - B. "Original Plat" shall mean and refer to the aforesaid Plat filed for record in Volume 3 at Page 102 of the Map and Plat records of Kerr County, Texas, on the 13th day of June, 1972 designating Lazy Valley Country.
 - C. "Lazy Valley Country" shall mean and refer to that subdivision of Kerr County, Texas, named Lazy Valley Country Unit #1, recorded in Volume 3, Page 102 of the Map and Plat Records of Kerr County, Texas, and designated according to the original Plat.
 - D. "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a tract, or have entered as an original party, successor or assign, into a Contract of Purchase and Sale for a tract with the Developer; the term "Owner" to exclude any person or persons, entity or entities, having an interest in a tract merely as security for the performance of an obligation; the term "Owner" to include Developer if the Developer is a record owner of fee simple title of a tract, but only if, with respect to such tract, Developer has not entered into any Contract of Purchase and Sale.
 - E. "Residence" shall mean and refer to a permanent structure erected on a tract for use as a single family dwelling.
 - F. "Committee" shall mean a group of three people who will rule on acceptability of building plans. Three tract owners selected by the association will comprise the "committee."
 - G. "Association" shall mean and referred to as Lazy Valley Country Property Owners Association, Inc. membership represented by ownership of each tract owned in Lazy Valley Country Unit #1.
3. Non-Commercial Use of Tracts. 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 Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.
4. Common Areas. The common areas controlled by the Association shall be maintained and governed by the Association in a manner consistent with the purposes of the Association as set forth in the By-Laws and in conformity with the terms and provisions hereof.

5. Construction of Buildings and Other Structures. All buildings and structures on each Tract shall be architecturally acceptable by the committee. Maximum building height will be two stories and shall not exceed 35'.
6. Size of Building and Structures. In no event shall any residence be erected on any of said Tracts, having a living area of less than one thousand two hundred (1,200) square feet, exclusive of porches, garages or other appendages. All garages or carports constructed on any of said Tracts shall have a capacity of not less than two (2) standard-size automobiles. The size and design of cottages, cabins and structures erected will be subject to approval by the Committee.
7. Set Back Requirements and Fencing. No building or other structure shall be erected on any Tracts nearer than fifty (50) feet from any street or road, or side property line, no closer than 25 feet from ANY REAR PROPERTY LINE. No fence shall be over six (6) feet in height. All fences must be approved by the Committee.
8. Architectural Control. There is hereby established an Architectural Control Committee herein referred to as "Committee". The Committee shall determine if the plans and specifications for any fence or structure on any Tract meet the requirements of these Restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Committee shall establish. No construction may begin until a plot plan and plans and specifications have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed within eight (8) months of commencement of construction. The Committee shall designate the streets and roads into which access from each Tract must be located and no other access shall be permitted. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors.
9. Animals and Hunting. . Limited, personal livestock and horses will be restrained according to applicable law.

Hunting will be limited to the owner and his immediate family. Personal safety and preservation of wildlife is the primary concern of the Committee. Complete cooperation with neighboring Tract owners to insure safety is considered mandatory. Hunting blinds and deer feeders should be set back a minimum of a 150 ft. from property lines. HUNTING BY OTHER PARTIES AND SUB-LEASING FOR HUNTING IS SPECIFICALLY FORBIDDEN.

10. Sanitation and Sewage. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities.- All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.
11. Signs. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.
12. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. The Committee shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.
13. Timber. No timber or tree of any kind may be cut by any Owner without the express consent of the Committee. Clearing for building sites, removal of brush and cedar trees are exceptions.
14. Subdividing. No Tract, as that term is defined herein, may be re-subdivided by the owner without consent of the Association.
15. Membership and Voting Rights. Every person or entity who is a record owner of a fee or undivided interest in any tract in Lazy Valley Country Unit #1 shall be a member of the Association; provided, however, that any person or entity holding an interest in any such tract or tracts merely as security for the performance of an obligation, shall not be a member. Each member shall be entitled to one vote for each tract in Lazy Valley Country Unit #1 owned. When more than one person holds an interest in any tract, all such persons shall be members of the Association. The vote for such tract shall be exercised as such members determine, but in no event shall more than one vote be cast with respect to any tract in Lazy Valley Country Unit #1.
16. Perpetual Easements. Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any owner's side and rear property lines in case of fractional tracts. It is understood and agreed that it shall not be considered a violation of the provisions of this easement if wires or cables carried by such pole lines pass over some portion of said tracts not within the 10

foot wide strip as long as such lines do not prevent the construction of buildings on any tracts in this development.

17. Creation of Lien and Personal Obligation for Assessments. Each owner covenants and agrees to pay to the Association all annual assessments or charges as set by the Association to maintain access roads for the common good of the owners of the subdivision. The Association shall have the authority to charge each property owner a annual fee for the cost of maintaining the roads in the subdivision on an acreage basis not to exceed \$3.00 per acre per year or \$75.00 per year per tract, whichever is less, and only for such period of time until roads are taken over for maintenance by a governmental authority. The annual assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Any assessment not paid within ninety days after the due date shall be considered delinquent. If assessment is not paid within the current calendar year it shall bear interest from the delinquency date at the rate of ten percent (10.0%) per annum. Such assessments and all interest and costs of collection, including reasonable attorney's fees, shall be secured by a lien on the tract and the owner and holder thereof. The Association may bring an action at law against the owner personally obligated to pay the same. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any tracts in the subdivision.
18. Covenants Running With the Land. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any Tract, or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions, Covenants and Conditions. These Covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of sixty-seven (67%) percent of the Tracts as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas. A copy of any change or amendment to these Restrictions or Covenants and Conditions shall be forwarded by prepaid mail to all owners by the Association. Failure to furnish said copy shall not affect the validity of such change or amendment.

19. Separability of all Terms and Provision. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of the Committee to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.
20. Enforcement. The Association and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.
21. Interpretation. The right is expressly reserved to the Association to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in paragraph 17 above.
22. Abatement and Removal of Violation. Violation of any restriction or condition or breach of any covenant herein contained shall give the Committee or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Owner or its agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hand on the following dates:

<u>Lot Number</u>	<u>Date</u>	<u>Signature</u>
<u>34, 37, 35, 36</u>	<u>7/20/2002</u>	<u>Robert M. Thibault</u>
<u>1-1A-3-2-8</u>	<u>7/20/2000</u>	<u>Henry Heiron</u>
<u>40</u>	<u>7-20-2000</u>	<u>[Signature]</u>
<u>39</u>	<u>7/20/02</u>	<u>[Signature]</u>
<u>42</u>	<u>9/21/02</u>	<u>John A. Johnston</u>
<u>28, 29, 30</u>	<u>9/21/02</u>	<u>Frank Chumli</u>

Lot Number

Date _____

Signature

14

9-21-02

George M. Mason

24, 26, 27

9/21/02

Lee Quinlan

12-14-15-21-22

8/18/03

FA Jettie

38

8/21/2003

Thorn Clark

ACKNOWLEDGMENT

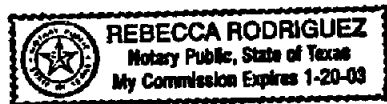
STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 20th day of July, 2002, by Robert M. Herbst.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

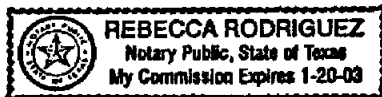
STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 20th day of July, 2002, by Ivey Simmons, Jr.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

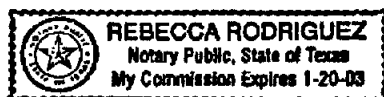
STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 20th day of July, 2002, by Henry Heinen.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 20th day of July, 2002, by Dan E. Tindall.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 21st day of September, 2002, by John A. Johnston.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 21st day of September, 2002, by Frank Chamberlain.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

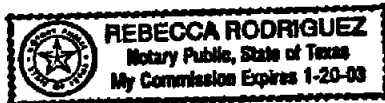
STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 21st day of September, 2002, by Tonia Morava.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

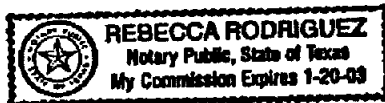
STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 21st day of September, 2002, by Lee Overstreet.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

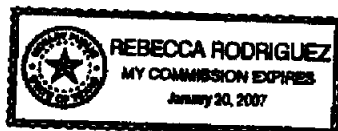
STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 18th day of August, 2002, by E.A. Faltin.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF Bexar

§

This instrument was acknowledged before me on this 21st day of August, 2002, by Thomas Collins.



Rebecca Rodriguez
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

This instrument was acknowledged before me on this _____ day of _____, 2002, by _____.

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

This instrument was acknowledged before me on this _____ day of _____, 2002, by _____.

After Recording Return To: _____
Chris Wallendorf
P.O. Box 279
Comfort, TX 78013
Filed by: Robert Herbst
Notary Public, State of Texas

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

AUG 25 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1293 PG 799
RECORDING DATE

AUG 25 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS