

Item: **MERIDIAN (THE)**

(Category: RESTRICTIONS)

Volume 246, Page 127, Deed Records of Kerr County, Texas; Volume 7, Page 80, Plat Records of Kerr County, Texas; Volume 1450, Page 75, Real Property Records of Kerr County, Texas; Volume 1534, Page 80, Volume 1589, Page 268, and Volume 1718, Page 61, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Item: **MERIDIAN (THE)**

(Category: Subdivisions)

- Easement to L.C.R.A., dated May 21, 1959, recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
- Right Of Way and Easement to Kerrville Telephone Company and L.C.R.A., notarized on October 27, 1978, recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.
- Water Line Easement dated February 13, 1981 to the City of Kerrville, recorded in Volume 12, Page 626, Easement Records of Kerr County, Texas. (AFFECTS LOT 20 ONLY)
- Easements and Building Set Back Lines as per the plat recorded in Volume 7, Page 80, Plat Records of Kerr County, Texas.
- Assignment of Title to Underground Facilities dated April 12, 2002, recorded in Volume 1185, Page 50, Real Property Records of Kerr County, Texas.
- Residents' easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, recorded in Volume 1450, Page 75, Real Property Records of Kerr County, Texas and Volume 1589, Page 268, Official Public Records of Kerr County, Texas.
- Subject to blanket easements, as set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 1450, Page 75, Real Property Records of Kerr County, Texas and Volume 1589, Page 268, Official Public Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 1450, Page 75, Real Property Records of Kerr County, Texas, and Volume 1589, Page 268, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

41-11-11-08453
page 1 of 2



SEE SHEET 2 OF 2 FOR
LOCATION MAP, CURVE &
NOTES, TYPICAL DETAILS
& DETAILS.

0 100' 200' 300'
SCALE 1" = 100'

NOTE:
THE FULLY DELETED, CONCENTRIC STORM WATER
DRAINAGE SYSTEM AND/OR PAVEMENT
DRAINAGE SYSTEM IS CONTAINED WITHIN THE
SUBDIVISION PLAT OF THE MERIDIAN PLAT OF THE 43.0723 AC
AND IS NOT SHOWN ON THIS PLAT.

NOTES:
BASED ON RECORDS
OF KERR COUNTY
DATE OF LOT 111
1/27/2000
(UNLESS NOTED OTHERWISE)

SEE SHEET 2 OF 2 FOR
LOCATION MAP, CURVE &
NOTES, TYPICAL DETAILS
& DETAILS.

FILE: 2/2/2000

DATE: 2/2/2000

HALEBERGER
ENGINEERING, L.C.
PLANNERS
1102 N. W. 10TH ST.
DALLAS, TEXAS 75201
(214) 342-1000



THE MERIDIAN PLAT OF THE 43.0723 AC
SUBDIVISION PLAT OF THE MERIDIAN PLAT OF THE 43.0723 AC
KERR COUNTY, TEXAS
JANUARY 13, 2000
JANUARY 13, 2000
JANUARY 13, 2000

October 13, 2000
Paul Kuykendall
City Clerk of Kerr County, Texas
October 13, 2000
Paul Kuykendall
City Clerk of Kerr County, Texas
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City Clerk of Kerr County, Texas

811491

RESTRICTIONS

VOL 246 PAGE 127

THE STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

SIGNED this the 23rd day of MARCH, 1981.

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

Erma Vogt Wenzel
ERMA VOGT WENZEL, Individually
and as Independent Executrix of
the Estate of Walter A. Wenzel,
Deceased.

Belores Wenzel Belser
BELORES WENZEL BELSER
By WALTON J. WENZEL,
Attorney-In-Fact

Charlotte Wenzel Ringum
CHARLOTTE WENZEL RINGUM
By WALTON J. WENZEL,
Attorney-In-Fact

Jack L. Rynolds
JACK L. RYNOLDS

THE STATE OF TEXAS X
COUNTY OF KERR X

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

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



Thomas M. Myers
Notary Public in and for
Kerr County, Texas

THOMAS M. MYERS

EXPIRES 1-9-85

THE STATE OF TEXAS X
COUNTY OF KERR X

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

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



Thomas M. Myers
Notary Public in and for
Kerr County, Texas

THOMAS M. MYERS

EXPIRES 1-9-85

THE STATE OF TEXAS X
COUNTY OF KERR X

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

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



Thomas M. Myers
Notary Public in and for
Kerr County, Texas

THOMAS M. MYERS

EXPIRES 1-9-85

Ac # 811491

Restriction

Walton J. Wenzel
Indiv., et al

to
The Public

FILED FOR RECORD

at 4:55 o'clock P.M.

MAR 23 1981

EDDIE M. MUENKER

Clerk County Court, Kerr County, Texas
William J. Williams Deputy

Return to:

Jack Reynolds
Hilltop Village
Hilltop Circle
Keesville, TX 77029

Filed by:

KERR COUNTY ABSTRACT CO., INC.

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

By Betty J. Loney Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this day of _____, 2004, by THOMAS J. MOORE, III ("Declarant");

WITNESSETH:

Declarant is the owner of the real property described in the plat ("Plat") of record in Volume 7, Page 80, et seq., Plat Records, Kerr County, Texas and desires to subject certain portions thereof to the covenants, conditions and restrictions, hereinafter set forth, each and all of which is and are for the benefit of said land and each owner thereof.

NOW, THEREFORE, Declarant declares that the Properties (as hereinafter defined) are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions (sometimes referred to as ("Restrictions")) hereinafter set forth with the terms being as defined herein:

ARTICLE I**DEFINITIONS**

- a. "Common Properties" shall mean and refer to those areas of land designated as streets, alleys, common areas or common properties on the plat of and related to the Properties and/or as designated by Declarant in a recorded Supplemental Declaration or in any plat of the Properties covered hereby or subjected hereto, together with any and all improvements that are now or may hereafter be constructed thereon. The Common Properties shall include Lots 146, 147, 148, 149, 150, 151, 152, 153, 154 and 155 as shown on the plat.
- b. "Lot" shall mean and refer to each of the lots within the Properties, as designated and described by the plat of the Properties together with the home, residential unit and other improvements thereon, but excluding the Common Properties, as herein defined.
- c. "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot, which shall be as designated on said plat and is herein referenced to as "Lot", including contract sellers, or who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Lot from such a record owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Lot.
- d. "Member" shall mean and refer to each Owner.
- e. "Declarant" shall mean and refer to the undersigned, his successors and assigns; provided that any such successors and assigns shall receive by recorded assignment all or a portion of the rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.
- f. "Association" shall mean and refer to the Association to be formed by Declarant under the Texas Non-profit Corporation Act.
- g. "Membership" shall mean every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall, upon the acquisition by original purchase or transfer of the fee or undivided fee interest in such Lot, automatically be a Member of the Association and entitled to all rights of the Members, as herein provided, including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof.

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h. "Classes of Membership" shall mean the Association shall have two classes of voting membership. Each Member shall be entitled to the vote for each Lot in which such Member holds the interest required for membership. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. The Association shall have two (2) classes of voting membership: Class A and Class B, as follows:

1. Class A: Class A Members shall be all Owners of Lots, except the Class B Member, if any. The voting rights of Class A Members shall be one (1) vote for each Lot owned.
2. Class B: The sole Class B Member shall be the Declarant. Class B Lots shall be all Lots owned by the Declarant. The voting rights of the Class B Member shall be then (10) votes for each Lot which it owns.

i. Properties shall mean and refer to the Lots and Common Properties shown on the plat EXCEPT Lots 156, 157, 158, 159 and 145 and any additional real property owned by Declarant as long as such additional real property is:

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

Such additional real property may become subject to this Declaration in any of the following manners:

- (i) Declarant may, without the consent of any Owner which consent is expressly waived by each Owner, at any time and from time to time, add to The Meridian and to the concept hereof any such property which it presently owns or which it may hereafter own, by filing of record a Supplement to this Declaration, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such additional real property; provided, however, that such supplement may contain such complementary additions and modifications of the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such supplement modify or add to the covenants established by this Declaration. Declarant may make any such addition even though at the time such addition is made, Declarant is not the owner of any portion of the property described herein. Each supplement may designate the number of separate lots or tracts comprising the properties added or such designation may be deferred to further and subsequent supplements as herein provided. Each such separate lot or tract shall constitute a lot within the meaning of this Declaration.

ARTICLE II

COVENANTS CONDITIONS AND RESTRICTIONS

The Properties (and each separate Lot situated therein) shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single family residential purposes, and parking of passenger automobiles. No planes, trailers, boats, campers, abandoned cars or trucks shall be parked or housed outside garages or in carports and parking spaces, except as otherwise provided herein. No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Committee (as hereinafter defined), except that mailboxes, residential nameplates and "for sale" and "for rent" signs may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted by the Committee. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 2. Housing for Older Persons. The Meridian is intended and shall be operated as a community providing housing for older persons in compliance with the Fair Housing Act, the Fair Housing Act Amendments of 1988 and 1995 (42 U.S.C. §~3601, et ~g), as may be amended from time to time, and the Texas Fair Housing Act ("Tex. Prop. Code ~301.001 as may be amended from time to time. The Fair Housing Act, the Fair Housing Act Amendments and the Texas Fair Housing Act are collectively referred to herein as the "Acts". The Board shall publish and adhere to policies and procedures which demonstrate the intent to provide housing for older persons, including, but not limited to, reliable surveys and affidavits for verification of occupancy and examples of the types of policies and procedures relevant to a determination of compliance. These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purpose of verifying the intent to provide housing for older persons. Consistent with The Meridian purpose to provide housing for older persons, this Declarant and the Board, notwithstanding anything to the contrary contained in the Declaration or otherwise, shall have the authority to, but shall not be obligated to, levy assessments, alter existing facilities or services and adopt reasonable rules and regulations. Subject to the foregoing and in furtherance but not limitation thereof:

a. General.

(i) Residential structures located on a Lot within The Meridian are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section are intended to be consistent with, and are set forth in order to comply with the Acts and the exemptions therefrom regarding discrimination based on familial status. The Declarant or the Association, acting through its Board (herein referred to as the "Board"), shall have the power to amend this Article, without the consent of the Members or any person except Declarant, for the purpose of making this Article consistent with the Act, the regulations adopted pursuant thereto and any judicial decisions arising thereunder or otherwise relating thereto in order to maintain the intent and enforceability of this Article.

(ii) In addition, the Declarant and the Board, notwithstanding anything to the contrary contained in the Declaration or otherwise, shall have the authority, but shall not be obligated, to levy assessments, alter existing facilities or services, adopt reasonable rules and regulations and provide significant facilities or services specifically designed to meet the physical or social needs of older persons in order to be in compliance with the Act.

(iii) Nothing in this Section is intended to restrict the ownership of or transfer of title to any Lot; provided, no Owner may occupy a Lot unless the requirements of this Section are met nor shall any Owner permit occupancy of a Lot in violation of this Section. Owners shall be responsible for including the statement that Lots within The Meridian are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Section, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser and for clearly disclosing such interest to any prospective tenant, purchaser or other potential occupant of the Lot. Every lease of a Lot shall provide that failure to comply with the requirements and the restrictions of this Section shall constitute a default under the lease.

b. Age Restriction.

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(i) At least eighty percent (80%) of the occupied Lots within the Properties shall at all times have as a permanent occupant therein at least one (1) person who is fifty-five (55) years of age or older (the "Qualifying Occupant"); provided, in the event of the death or divorce of a person who was the sole Qualifying Occupant of a Lot, the surviving or divorced spouse of such Qualifying Occupant may continue to occupy the Lot so long as the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy. For purposes of this Section, an occupant shall not be considered a "permanent occupant" unless such occupant resides in the Lot for at least eight (8) weeks in any calendar year.

(ii) No Lot shall be permanently occupied by any person under the age of eighteen (18). The Declarant or the Board shall have the right to promulgate and amend, from time to time, revocable rules and regulations governing the visitation and temporary occupancy of, or use of, the common area facilities by persons under eighteen (18) years of age.

(iii) Any Lot sold or leased by a Member must be permanently occupied by at least one Qualifying Occupant.

(iv) Notwithstanding anything to the contrary contained herein, for so long as Declarant owns a Lot or Parcel for development and sale in The Meridian, the Declarant shall have the sole right, but not the obligation, to sell no more than twenty percent (20%) of the Lots to permanent occupants age forty-five (45) years or older, who are not Qualifying Occupants under this Section; provided such occupancy does not violate the Acts or the regulations promulgated thereunder.

c. Change in Occupancy: Notification.

In the event of any change in occupancy of any Lot, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Lot and such other information as the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section, in addition to all other remedies available to the Association under this Declaration and Texas law.

d. Monitoring Compliance: Appointment of Attorney-in-Fact.

(i) The Association shall maintain age records on all occupants of Lots. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section, including policies regarding visitors, updating of age records and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their tenants and mortgagees upon reasonable request.

(ii) The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Lots requiring copies of birth certificate or other proof of age for such occupant of the Lot to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions of this Section. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot which in the judgment of the Board are reasonably necessary to monitor compliance with this Section.

(iii) Each Owner shall be responsible for ensuring compliance of its Lot with the requirements and restrictions of this Section and the rules of the Association, the Board and the Declarant, adopted hereunder by itself and by its tenants and other occupants of its Lot. **EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT TO SO COMPLY.**

Section 3. Nuisances. Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, which may be or become an unreasonable annoyance or nuisance to the other owners of portions of the Properties. No owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects. Hunting and the discharge of any firearms or the exploding of fireworks or other explosives is specifically prohibited on any Lot. Antennas, clothes lines, basketball hoops and signs shall not be permitted except as herein expressly permitted.

Section 4. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties except

that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance and provided that they do not exceed two (2) animals.

Section 5. Waste. 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 part of the Properties except in sanitary containers located behind a fence. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills. No Lot shall be maintained or utilized in such manner as to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other owners or residents of the Property.

Section 6. Boats, Mobile Homes. Neither a motorboat, houseboat or other similar water-borne vehicle nor any mobile home, camper vehicle, recreational vehicle, travel trailers or motor buses may be maintained, stored or kept on any parcel of property covered by these Restrictions except in an enclosed garage thereon. No vehicle shall be parked with the Properties except on a paved parking surface, driveway or within a garage. No trucks or vehicles that are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view.

Section 7. Drainage and Maintenance. Each owner of a Lot shall not alter or change the drainage or seepage on, over and across, nor the grade of, his 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 reasonably be expected to result in any adverse change or effect on such drainage or seepage. Except as herein expressly provided, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the dwelling and other improvements situated thereon; and each Owner (by acceptance of a Deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 8. Minimum Building Requirements. Each residence situated on each Lot (and more than one Lot may be combined with other Lots for one building site) within the Properties shall have dimensional fiberglass shingle roof (30 years or better) shall contain at least the following square feet (total floor area exclusive of porches and garages) and shall have at least a two car garage.

- a. 1,500 square feet for Lots 1-27, 121-135, 136-143 and 156-159.
- b. 1,700 square feet for Lots 28-120.

There shall be no more than one residential structure on each Lot with no detached buildings on any Lot. The exterior of each residential structure shall be constructed of at least twenty-five percent (25%) of stone materials or seventy-five percent (75%) of stucco materials. Fencing on each Lot shall be wrought iron, stucco or stone or combination of wrought iron, stucco and stone, and shall otherwise be as approved by the Committee. No fence shall be greater than six (6) feet in height nor located nearer than the front of the residence on the Lot. All outbuildings shall have the same or similar exterior as the residence on a Lot and as approved by the Committee. Garage doors on any residence shall not be over eight (8) feet in height. All concrete flatwork, driveways, sidewalks, etc. shall be exposed aggregate or stamped as colored finish.

Section 9. Architectural Control. No erection of buildings or exterior additions or alterations to any building situated upon the Properties, nor landscaping, nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected, or maintained until (i) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee (hereinafter called the "Committee") appointed by the Declarant and (ii) the final plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Committee. In the event the Committee fails to approve or disapprove such design, location, etc. within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members or the Committee shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article. Until designated or changed by Declarant the Committee shall consist of three members specified by Declarant and may include Declarant. If at any time Declarant shall fail refuse or decline in writing to designate the Committee, same shall consist of three members designated by the owners of a majority (51%) of the Lots within the Properties.

Section 10. Utility Easements. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting) and drainage facilities and floodway easements over, under and across the Properties are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under and across the Properties. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easements that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Properties Declarant will by written instrument recorded in the Deed Records of Kerr County, Texas, define the exact location of each such easement and will release the remainder of the Properties from the provisions of this Section. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easements provided for therein in accordance with its terms and conditions, notwithstanding that the utility company affected may not have executed such instrument.

Section 11. Ingress and Egress by Police, Etc. The police, fire department, emergency units, ambulance company, utility companies, and any governmental agency or department having jurisdiction shall have the right of ingress and egress at all times over and upon the Properties, including, for the performance of their respective duties and responsibilities with respect to the Properties and in order to service the Properties.

Section 12. Encroachments. All of the Properties and all of the Lots therein shall be and are singularly and collectively subject to easements from encroachments which now or hereafter exist or become into being, caused by settlement or movement of the Building or other improvements on the Properties, or caused by inaccuracies in construction or reconstruction of the building or such improvements upon the Properties or encroachment caused by the intentional or unintentional placement of utility meters and related devices, all of which encroachment shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments exist.

Section 13. Antennae. No television, radio or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcast or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any

improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the type of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired, and antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dweffing and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use and building regulations.

ARTICLE III

PRIVATE STREETS

Section 1. Private Streets and Alleys. Each street, alley and thoroughfare within the Properties shall be private (with security and access controlled by the Association except as to Lots 156 — 159) and built to the same specifications as a street or alley dedicated to the public use, in accordance with the requirements therefore of the City of Kerrville, but the ownership thereof shall be retained privately. Private streets and alleys shall be constructed and maintained in perpetuity in accordance with the standards for public rights-of-way and shall be approved by the director of public works for the City of Kerrville. Water and sanitary sewer mains shall be installed in accordance with the applicable ordinances of the City of Kerrville and shall be maintained and owned by the City of Kerrville. The Association shall be responsible for street lighting, street maintenance and cleaning, and the installation and maintenance of interior traffic control devices. All private streets and alleys shall contain, and there is hereby declared, private service easements including, but not limited to, the following easements: utilities, fire lane, street lighting, government vehicle access, mail collection and delivery access, and utility meter reading access. The City of Kerrville shall have no obligation to maintain any private street, thoroughfare or alley, but if a private street, thoroughfare or alley is not maintained in compliance with the requirements of the City of Kerrville, it shall have the right, but not the obligation, to take those actions necessary to put the private street, thoroughfare or alley in compliance. The Association shall pay the City for the work performed within a period of 180 days from the presentation of the bill, or the private street, thoroughfare or alley will become a public street of the City at the option of the City. Notwithstanding anything to the contrary herein set forth, all utility companies, public and quasi-public, and all governmental agencies, including without limitation the City of Kerrville, and each of their agencies, including without limitation the City of Kerrville, and each of their respective departments and employees (e.g., city, fire and police departments) shall have access to and the right to use all private streets, thoroughfares and alleys and may exercise such authority therein as is necessary to reasonably complete its duties and functions (e.g., reading meters, fire prevention, safety and police enforcement and mail deliveries).

ARTICLE IV

Section 1. Association/Common Areas.

a. Except as specifically set forth in this Declaration notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-laws, as same may be amended from time to time; provided that on the date ("Transfer Date") on which 90% of the Lots are sold and transferred by Declarant to third party purchasers, Declarant's vote and consent shall be required for all actions of the Association and the Declarant shall have (and the Association and the Board has exclusively transferred, assigned, granted, conveyed, and delegated and by these presents exclusively transfers, assigns, grants, conveys, and delegates unto Declarant), all powers, rights, and duties of the Association and the Board, for the benefit of the Properties and the Owners. On the Transfer Date Declarant shall transfer the Common Properties to the Association and Declarant's powers, rights, and duties under this subparagraph shall terminate. Declarant shall have the exclusive right to exercise the powers, rights, and duties of the Association and the Board, and the sole responsibility and authority to manage the business and affairs of the Association and the Board, until the Transfer Date. On the Transfer Date Declarant shall guarantee a balance of \$20,000.00 in the Association account and shall hold Association free and clear from all indebtedness to Declarant.

b. 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 may delegate to such tenant the right and easement of use and enjoyment in and to the Common Properties subject to, and as provided in, the provisions of this Declaration and the By-laws and Articles of Incorporation of the Association; 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 the Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee thereunder to comply with the terms and provisions of this Declaration and the Articles of Incorporation and By-laws of the Association shall be and constitute a default under such lease.

c. Subject to the provisions of this Declaration, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

d. The Declarant shall improve the Common Properties with a Clubhouse at its expense after approximately twenty occupants live in the Properties and will dedicate and convey the fee simple title to the Common Properties to the Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Kerr County, Texas, on the date of the completion of said Clubhouse, or sooner, if Declarant so elects.

e. The rights and easements of enjoyment created hereby shall be subject to the following:

(i) The right of the Association to prescribe rules and regulations ("Rules and Regulations") governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members).

(ii) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties and facilities, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the Owners hereunder;

(iii) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(iv) The right of the Association, as provided in its By-laws, to suspend membership rights for any period during which any assessment against a Lot remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations; provided, that the Association shall not deny the use of such of the Common Properties as is necessary for access to each Lot, including without limitation streets and sidewalks; and

(v) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

Section 2. Assessments.

a. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collections agency designated by the Association): (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessment thus collected by the Association shall constitute the maintenance fund of the Association. The annual and special capital assessments, together with such interest, thereon and cost of collection thereof as hereinafter 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 person who was the Owner of such property at the time when the assessment became due. The annual assessment shall be payable in monthly installments as provided in this Declaration.

b. The assessments levied by the Association shall be used (1) for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadway, walkways, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the Property, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the repair, replacement and additions there; (2) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties, landscaping and security for the Property (e.g., security guards); (3) for carrying out the duties of the Board of Directors of the Association as set forth in this Declaration hereafter (including but not limited to the payment by the Association of all assessments and charges payable in connection with the installation and maintenance of streets and street lighting for the Property); (4) any utility costs for the Property; and (5) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

c. After the date of the conveyance of the first Lot to an Owner, the Declarant shall have, at its election, the right in common with the Association to improve and maintain the Common Properties, and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, all assessments both annual and special, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Properties as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Properties hereunder and to carry out the duties of the Board of Directors of the Association.

d. The initial monthly assessment for each Lot shall be \$85.00 per Lot.

e. Although the Board of Directors shall not be required to fix assessments in each year, starting with calendar year 2002, or sooner if the Declarant so specifies in a Supplemental Declaration, the Board of Directors may fix the annual assessments at an amount specified by the Board of Directors, but not greater than an increase of 20% above the initial or the prior year's assessment.

f. Commencing with the year beginning January 1, 2002, and each year thereafter, the amount of the maximum annual assessment for the following year for each Lot may not be increased more than 20% of the assessments for the previous year without a vote of the membership taken in accordance with the provisions of this Declaration.

g. In addition to the annual assessments authorized by this Declaration, the Board of Directors may in its discretion 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 unexpected construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of the Association's Members, as provided herein. The Board of Directors shall not be required to levy in any assessment year a special assessment.

h. Both annual and special assessments must be fixed at a uniform rate for all Lots except as otherwise expressly provided in this Declaration.

i. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Properties and shall be payable in equal installments, in advance, on the first day of each month, quarter, or as otherwise specified in the specification of said assessment as herein provided; the first annual assessment shall be made for the balance of the calendar year in which it is levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessments provided for in this Declaration hereof as the remaining number of months in that year bears to twelve. The first annual assessment shall be due and payable in as many equal installments as there are payment dates remaining the first year, said installments to be due and payable on said payment dates. The assessment period for the annual assessments after the first year shall be on the calendar year.

j. The due date or dates, if it is to be paid in installments, of any special assessment under this Declaration hereof, shall be fixed in the respective resolution authorizing such assessment.

k. If the Board of Directors decides to fix and set annual assessments, the Board of Directors of the Association shall so fix the amount of the assessment against each Lot at least by November 1 in the year prior to each annual calendar assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

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

m. The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer or agent of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certification.

n. If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his Lot shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect, except as otherwise expressly provided in this Section. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

o. If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

p. No Owner shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, unless and until such Owner shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof, that such Owner is not delinquent in the payment of such assessments as of the date thereof, that such Owner is not in violation of any Covenants, Conditions and Restrictions or Rules and Regulations of the Association, and that such Owner is otherwise in good standing with the Association.

q. 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 placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the annual 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 any 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, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

r. The following property subject to this Declaration shall be exempted from the assessments, charge and lien

created herein:

- (i) All properties dedicated and accepted by the local public authority and devoted to public use.
- (ii) All Common Properties as defined in this Declaration hereof.
- (iii) All Lots owned by Declarant.

s. The omission of the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall to continue until a new assessment is filed.

ARTICLE V

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration and the owners of any land subject to this Declaration, and such owner's respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the Lots within the Properties has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change.

Section 2. Amendments. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the owners of a majority of the Lots within the Properties, except as otherwise expressly provided herein, and the approval of Declarant so long as Declarant owns Lot(s) within the Properties, and in each case such amendment shall be evidenced by a document in writing bearing such of their signatures as are required for consent as herein provided; however, that the Declarant shall have the right to amend this Declaration at any time, from time to time, without the consent of any owner, to the extent that such amendments are required by any lender, or any governmental or quasi-governmental authority involved in financing any improvement, purchase or sale of any of the Lots or any improvements to be constructed thereon. All amendments, if any shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, including without limitation restraint and/or injunctive relief for violations and/or recovery of damages for violations; 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. If the owner of a Lot should loan, lease, rent or sell his Lot and its buildings to another person or family, all rights, restrictions, privileges and responsibilities of the owner apply equally to the occupant.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notice required to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this instrument this day of 10/07, 2004.

DECLARANT:

Thomas J. Moore, III
THOMAS J. MOORE, III

ATTEST

Robby Keith

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on October 7, 2004, by THOMAS J. MOORE, III.

Notary Public, State of Texas

Brenda Clark

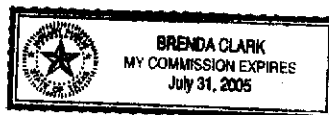
Return To:

*Bob Keith & Son
Robby Keith
1903 Athens Ave
Kerrville, Tx 78028*

FILED FOR RECORD
at 4:41 o'clock P.M

JUL 08 2005

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Rebecca Deputy



Filed by: Nellen Mantch

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

JUL 11 2005



Janet Piper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL.

1450

PG

175

RECORDING DATE

JUL 11 2005



Janet Piper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
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FIRST AMENDMENT TO DECLARATION OF
COVENANT, CONDITIONS AND RESTRICTIONS

This First Amendment is entered into on the date hereinafter set forth and effective that date by the undersigned Declarant who has heretofore entered into certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 1450, Page 0075, Real Property Records of Kerr County, Texas ("Restrictions").

The undersigned Declarant owns more than 51% of the Lots within the Properties and hereby amends the following provisions of the above referenced restrictions to be and read as follows:

ARTICLE I
Definitions

- h. "Voting Membership" shall mean the Association shall have one class of voting membership. Each Member shall be entitled to one vote for each Lot owned by each Member. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE II
Covenants, Conditions and Restrictions

Section 4. Animals - Household Pets. No animals, including pigs (except as permitted by city ordinances), hogs, swine, poultry, fowl, wild animals, reptiles (except turtles, lizards and non-venomous snakes kept and contained solely within the residence), horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. The household within each Lot shall not keep more than two (2) dogs and/or two (2) cats at any one time or (2) of any other type of domestic animal of any one (1) kind. No animal may be stabled, maintained, kept, caged for or boarded for hire or remuneration on the Property and no kennels or breeding operations of animals will be allowed on any Lot. No domestic household pet shall be allowed to run at large and pets shall be kept within enclosed areas on the Property which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from the front side of the Lot at street level. Dog runs shall not be visible from any portions of the Property at street level. No vicious or dangerous animals shall be allowed on the Property.

Section 6. Boats, Mobile Homes. Neither a motorboat, houseboat or other similar water-borne vehicle nor any mobile home, camper vehicle, recreational vehicle, travel trailers or motor buses may be maintained, stored or kept on any parcel of property covered by these Restrictions except in an enclosed garage thereon. No vehicle shall be parked with

the Properties except on a paved parking surface, driveway or within a garage. No trucks or vehicles that are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view. Notwithstanding the foregoing a recreational vehicle will be allowed to park on paved parking surface or driveway of a Lot for no longer than 72 hours.

Section 7A. Maintenance of Lot and Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned or mowed, free of trash, weeds and other unsightly material. Prior to the construction of a residence on a Lot, the Lot Owner shall regularly mow such unimproved Lot and keep it neatly trimmed and free of trash and other unsightly material. Landscaping plans for front lawns (and side yards on corner lots) must be submitted to and approved by the Architectural Control Committee prior to the installation of landscaping as provided in Section 9 herein. Front yards (and side yards on corner lots) must be landscaped using a minimum of 75% vegetation which may consist of a combination of grass, shrubs and living ground covers hereby prohibiting yards that are essentially covered by rocks, cement, gravel, crushed granite or other hard surface or impervious materials. Said "75%" shall be exclusive of driveways and walks. Commensurate with the completion of construction or sale of a speculative home by a builder to a third party the front yard landscaping (and side yards on corner lots) of all residences shall be completed within sixty (60) days except that during the cold weather months of October through March the Owner may chose to delay installation of susceptible grass or plantings until the following April. Automatic irrigation systems are required to be installed with landscaping in all front yards (and side yards on corner lots). In such case where the lawn is elevated above the street sidewalk requiring a retaining wall to be installed, that retaining wall shall be constructed using gray lime stone which shall be installed similar to other retaining walls which have been previously constructed in the subdivision. Other retaining walls that may be needed must be constructed using native stone, concrete, concrete block with stucco finish, or manufactured decorative blocks designed for this application. In no case shall railroad ties or landscape timbers be used in retaining walls or landscaping.

Section 8. Minimum Building Requirements. Each residence situated on each Lot (and more than one Lot may be combined with other Lots for one building site) within the Properties shall have and contain:

- (a) The overall roof pitch shall average 7/12 or greater excluding porch and/or shed roofs. The roof of each structure shall be dimensional fiberglass composition with a 30-year or longer warranty. The composition shingles shall be of a darkish toned color specifically excluding light gray, white, and light tan shingles. Roofs may also be 24 gage standing seam metal roofs with a painted (non-shiny) finish, concrete or clay roof tiles. Other materials may be considered for approval by the Architectural Control Committee.
- (b) At least the following square feet (total floor area exclusive of porches and garages) and shall have at least a two car garage:
 - i. 1,500 square feet for Lots 1-27, 121-135, 136-143 and 156-159.

- ii. 1,700 square feet for Lots 28-120.
- (c) There shall be no more than one residential structure on each Lot with attached buildings and structures.
- (d) No detached buildings or structures shall be permitted on any Lot.
- (e) The exterior walls of each residential structure shall be constructed of and finished with stone and stucco (metal and other) with a minimum of 25% stone materials. No hardy plank or vinyl siding shall be permitted. Brick, tiles and wood may be used as accents.
- (f) Fencing on each Lot shall be wrought iron, stucco or stone or combination of wrought iron, stucco and stone, and shall otherwise be as approved by the Committee. No fence shall be greater than six (6) feet in height nor located nearer than the front of the residence on the Lot.
- (g) Garage doors on any residence shall not be over eight (8) feet in height.
- (h) All concrete flatwork, driveways, sidewalks, etc. shall be exposed aggregate or stamped as colored finish.

Section 9. Architectural Control. No erection of (i) buildings or (ii) exterior additions or (iii) alterations to any building situated upon the Properties, nor (iv) landscaping, nor (v) erection of or (vi) changes or additions in fences, hedges, walls and other structures, nor (vii) construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected, or maintained until the final plan and specifications showing the nature, kind, shape, color, height, materials and location of same shall have been submitted to and approved in writing by the Committee (hereinafter called the "Committee") appointed by the Declarant. In the event the Committee fails to approve or disapprove such design, location, etc. within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Committee shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article. Until designated or changed by Declarant the Committee shall consist of three members specified by Declarant and may include Declarant. If at any time Declarant shall fail, refuse or decline in writing to designate the Committee, same shall consist of three members designated by the owners of a majority (51%) of the Lots within the Properties.

Section 10. Antennae. No television, radio or other electronic towers, aerials, antennae or device of any type for the reception or transmission of radio or television broadcast or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time, nor a small satellite dish if placed away from the front of residence. The Association shall be empowered to adopt rules governing the type of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the

extent that reception of an acceptable signal would not be impaired, and antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use and building regulations.

ARTICLE IV

Section 1. Association/Common Areas.

a. Except as specifically set forth in this Declaration notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-laws, as same may be amended from time to time. Declarant shall concurrently transfer the Common Properties to the Association upon completion of the clubhouse.

ARTICLE V

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration and the owners of any land subject to this Declaration, and such owner's respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of 80% of the Lots within the Properties has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change.

Section 2. Amendments. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the owners of 80% as evidenced by a document in writing bearing such of their signatures as are required for consent as herein provided. All amendments, if any shall be recorded in the office of the County Clerk of Kerr County, Texas.

EXECUTED this 19th day of May, 2006.

Return to:

Wallace & Jackson ✓
820 Main, Ste 100
Kerrville, TX 78028

FILED FOR RECORD
at 1:30 o'clock P.M.

JUN 30 2006

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Deputy

DECLARANT:

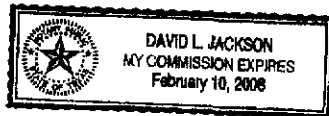
Thomas J. Moore, III
THOMAS J. MOORE, III

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on May 19, 2006, by
THOMAS J. MOORE, III.

[Signature]
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 Kerr County, Texas on

JUL 03 2006



Jamett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

02159

MERIDIAN
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 6th day of March, 2007, by THOMAS J. MOORE, III ("Declarant");

WITNESSETH:

The real property known as the Meridian has been platted ("Plat") of record in Volume 7, Page 80, et seq., Plat Records, Kerr County, Texas, and has been encumbered by Declarant with covenants, conditions and restrictions which are hereinafter referenced each and all of which is and are for the benefit of said land and each owner thereof.

NOW, THEREFORE, Declarant declares that the Properties (as hereinafter defined) are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions (sometimes referred to as ("Restrictions") hereinafter set forth with the terms being as defined herein; this being the amended and restated restrictions and being an amendment and restatement of all the following:

- A. Declaration recorded in Volume 1450, Page 0075, Real Property Records, Kerr County, Texas.
- B. First Amendment recorded in Volume 1534, Page 0080, Real Property Records, Kerr County, Texas.

Declarant owns 80% of the Lots in the Properties and hereby amends the Declaration and Amendment referenced in A and B in their entirety as herein provided, and supercedes the Declaration and Amendment referenced in A and B.

ARTICLE I

DEFINITIONS

- a. "Common Properties" shall mean and refer to those areas of land designated as streets, alleys, common areas or common properties on the plat of and related to the Properties and/or as designated by Declarant in a recorded Supplemental Declaration or in any plat of the Properties covered hereby or subjected hereto, together with any and all improvements that are now or may hereafter be constructed thereon. The Common Properties shall include Lots 144, 146, 147, 148, 149, 150, 151, 152, 153, 154 and 155 as shown on the plat.
- b. "Lot" shall mean and refer to each of the lots within the Properties, as designated and described by the plat of the Properties together with the home, residential unit and other improvements thereon, but excluding the Common Properties, as herein defined.
- c. "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot, which shall be as designated on said plat and is herein referenced to as "Lot", including contract sellers, or who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Lot from such a record owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Lot.
- d. "Member" shall mean and refer to each Owner.
- e. "Declarant" shall mean and refer to the undersigned, his successors and assigns; provided that any such successors and assigns shall receive by recorded assignment all or a portion of the rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.
- f. "Association" shall mean and refer to the Association which has been formed by Declarant under the Texas Non-profit Corporation Act.
- g. "Membership" shall mean every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall, upon the acquisition by original purchase or transfer of the fee or undivided fee interest in such Lot, automatically be a Member of the Association and entitled to all rights of the Members, as herein provided, including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof.

h. "Voting Membership" shall mean the Association shall have one class of voting membership. Each Member shall be entitled to one vote for each Lot owned by each Member. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

i. "Properties" shall mean and refer to the Lots and Common Properties shown on the Plat EXCEPT Lots 156, 157, 158, 159 and 145.

j. "Transfer Date" shall mean and refer the date when ninety percent (90%) of the Lots are sold and transferred by Declarant to third party purchasers but not a transfer in whole to a successor Declarant.

k. "Streets and Utilities" shall mean all streets and utilities within the Plat as are required by the City and utility provides for each Lot within the Properties.

ARTICLE II

DEVELOPMENT

Declarant has completed the Clubhouse on the Common Properties. Declarant hereby agrees to complete at Declarant's cost as Lots are sold and as determined by Declarant (but, in any event, prior to the Transfer Date) the Streets and Utilities in accordance with the applicable regulations for the Streets and Utilities and as required for (and shall obtain) approval of such completion by the City and Utilities providing such Utilities. Until the Transfer Date and until Declarant completes the Streets and Utilities Declarant shall pay all costs and expenses of the utilities, water, insurance, and maintenance of the Common Properties and maintenance of the Common (including clubhouse, streets, gate, entrance and water feature) and all costs and expenses of the Association, shall operate, manage and act as and for the Association; provided that the assessments paid by Owners (limited as provided herein) may be used for Association purposes. Prior to the Transfer Date the Owners shall have no liability or obligation for the Association nor such costs and expenses other than monthly assessments as herein provided. The Association under the control and direction of Declarant as herein provided shall have the power and authority of the Association hereunder with respect to the Meridian, the Properties and the Restrictions. The officers of the Association are authorized to pay the expenses of the Association and the Properties based upon a budget approved by Declarant without specific authority for each check or expenditure which may be made by such officers in accordance with such budget, and such officers shall provide to Declarant the financial information of assessments and expenditures of the Association monthly and a comparison of the same to the budget approved by Declarant. The Association shall provide to the officers and directors liability insurance for their acts and conduct of the officers of the Association and shall indemnify such officers and directors as provided in and subject to the provisions of its Bylaws and the Texas Non-Profit Corporation Act.

ARTICLE III

COVENANTS CONDITIONS AND RESTRICTIONS

The Properties (and each separate Lot situated therein) shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single family residential purposes, and parking of passenger automobiles. No planes, trailers, boats, campers, abandoned cars or trucks shall be parked or housed outside garages or in carports and parking spaces, except as otherwise provided herein. No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Committee (as hereinafter defined), except that mailboxes, residential nameplates and "for sale" and "for rent" signs may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted by the Committee. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 2. Housing for Older Persons. The Properties are intended and shall be operated as a community providing housing for older persons in compliance with the Fair Housing Act, the Fair Housing Act Amendments of 1988 and 1995 (42 U.S.C. §§3601, *et seq.*), as may be amended from time to time, and the Texas Fair Housing Act (Tex. Prop. Code §301.001 *et seq.*), as may be amended from time to time. The Fair Housing Act, the Fair Housing Act Amendments and the Texas Fair Housing Act are collectively referred to herein as the "Acts". The Board shall publish and adhere to policies and procedures which demonstrate the intent to provide housing for older persons, including, but not limited to, reliable surveys and affidavits for verification of occupancy and examples of the types of policies and procedures relevant to a determination of compliance. These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purpose of verifying the intent to provide housing for older persons. Consistent with the purpose of the development of the Properties to provide housing for older persons, this Declarant and the Board, notwithstanding anything to the contrary contained in the Declaration or otherwise, shall have the authority to, but shall not be obligated to, levy assessments, alter existing facilities or services and adopt reasonable rules and regulations. Subject to the foregoing and in furtherance but not limitation thereof:

a. General.

(i) Residential structures located on a Lot within the Properties are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section are intended to be consistent with, and are set forth in order to comply with the Acts and the exemptions therefrom regarding discrimination based on familial status. The Declarant or the Association, acting through its Board (herein referred to as the "Board"), shall have the power to amend this Article, without the consent of the Members or any person except Declarant, for the purpose of making this Article consistent with the Act, the regulations adopted pursuant thereto and any judicial decisions arising thereunder or otherwise relating thereto in order to maintain the intent and enforceability of this Article.

(ii) In addition, the Declarant and the Board, notwithstanding anything to the contrary contained in the Declaration or otherwise, shall have the authority, but shall not be obligated, to levy assessments, alter existing facilities or services, adopt reasonable rules and regulations and provide significant facilities or services specifically designed to meet the physical or social needs of older persons in order to be in compliance with the Act.

(iii) Nothing in this Section is intended to restrict the ownership of or transfer of title to any Lot; provided, no Owner may occupy a Lot unless the requirements of this Section are met nor shall any Owner permit occupancy of a Lot in violation of this Section. Owners shall be responsible for including the statement that Lots within the Properties are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Section, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser and for clearly disclosing such interest to any prospective tenant, purchaser or other potential occupant of the Lot. Every lease of a Lot shall provide that failure to comply with the requirements and the restrictions of this Section shall constitute a default under the lease.

b. Age Restriction.

(i) At least eighty percent (80%) of the occupied Lots within the Properties shall at all times have as a permanent occupant therein at least one (1) person who is fifty-five (55) years of age or older (the "Qualifying Occupant"); provided, in the event of the death or divorce of a person who was the sole Qualifying Occupant of a Lot, the surviving or divorced spouse of such Qualifying Occupant may continue to occupy the Lot so long as the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy. For purposes of this Section, an occupant shall not be considered a "permanent occupant" unless such occupant resides in the Lot for at least eight (8) weeks in any calendar year.

(ii) No Lot shall be permanently occupied by any person under the age of eighteen (18). The Declarant or the Board shall have the right to promulgate and amend, from time to time, revocable rules and regulations governing the visitation and temporary occupancy of, or use of, the common area facilities by persons under eighteen (18) years of age.

(iii) Any Lot sold or leased by a Member must be permanently occupied by at least one Qualifying Occupant.

(iv) Notwithstanding anything to the contrary contained herein, for so long as Declarant owns a Lot or Parcel for development and sale in the Properties, the Declarant shall have the sole right, but not the obligation, to sell no more than twenty percent (20%) of the Lots to permanent occupants age forty-five (45) years or older, who are not Qualifying Occupants under this Section; provided such occupancy does not violate the Acts or the regulations promulgated thereunder.

c. Change in Occupancy Notification.

In the event of any change in occupancy of any Lot, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Lot and such other information as the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section, in addition to all other remedies available to the Association under this Declaration and Texas law.

d. Monitoring Compliance; Appointment of Attorney-in-Fact.

(i) The Association shall maintain age records on all occupants of Lots. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section, including policies regarding visitors, updating of age records and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their tenants and mortgagees upon reasonable request.

(ii) The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Lots requiring copies of birth certificate or other proof of age for such occupant of the Lot to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions of this Section. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION.** Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot which in the judgment of the Board are reasonably necessary to monitor compliance with this Section.

(iii) Each Owner shall be responsible for ensuring compliance of its Lot with the requirements and restrictions of this Section and the rules of the Association, the Board and the Declarant, adopted hereunder by itself and by its tenants and other occupants of its Lot. **EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT TO SO COMPLY.**

Section 3. Nuisances. Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, which may be or become an unreasonable annoyance or nuisance to the other owners of portions of the Properties. No owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects. Hunting and the discharge of any firearms or the exploding of fireworks or other explosives is specifically prohibited on any Lot. Antennas, clothes lines, basketball hoops and signs shall not be permitted except as herein expressly permitted.

Section 4. Animals - Household Pets. No animals, including pigs (except as permitted by city ordinances), hogs, swine, poultry, fowl, wild animals, reptiles (except turtles, lizards and non-venomous snakes kept and contained solely within the residence), horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. The household within each Lot shall not keep more than two (2) dogs and/or two (2) cats at any one time or (2) of any other type of domestic animal of any one (1) kind. No animal may be stabled, maintained, kept, caged for or boarded for hire or remuneration on the Property and no kennels or breeding operations of animals will be allowed on any Lot. No domestic household pet shall be allowed to run at large and pets shall be kept within enclosed areas on the Property which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from the front side of the Lot at street level.

Dog runs shall not be visible from any portions of the Property at street level. No vicious or dangerous animals shall be allowed on the Property.

Section 5. Waste. 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 part of the Properties except in sanitary containers located behind a fence. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills. No Lot shall be maintained or utilized in such manner as to present an unsightly appearance (including but not limited to clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other owners or residents of the Property.

Section 6. Boats, Mobile Homes. Neither a motorboat, houseboat or other similar water-borne vehicle nor any mobile home, camper vehicle, recreational vehicle, travel trailers or motor buses may be maintained, stored or kept on any parcel of property covered by these Restrictions except in an enclosed garage thereon. No vehicle shall be parked with the Properties except on a paved parking surface, driveway or within a garage. No trucks or vehicles that are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view. Notwithstanding the foregoing a recreational vehicle will be allowed to park on paved parking surface or driveway of a Lot for no longer than 72 hours.

Section 7. Drainage and Maintenance. Each Owner of a Lot shall not alter or change the drainage or seepage on, over and across, nor the grade of, his 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 reasonably be expected to result in any adverse change or effect on such drainage or seepage. Except as herein expressly provided, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the dwelling and other improvements situated thereon; and each Owner (by acceptance of a Deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 7A. Maintenance of Lot and Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned or mowed, free of trash, weeds and other unsightly material. Prior to the construction of a residence on a Lot, the Lot Owner shall regularly mow such unimproved Lot and keep it neatly trimmed and free of trash and other unsightly material. Landscaping plans for front lawns (and side yards on corner lots) must be submitted to and approved by the Architectural Control Committee prior to the installation of landscaping as provided in Section 9 herein. Front yards (and side yards on corner lots) must be landscaped using a minimum of 75% vegetation which may consist of a combination of grass, shrubs and living ground covers hereby prohibiting yards that are essentially covered by rocks, cement, gravel, crushed granite or other hard surface or impervious materials. Said "75%" shall be exclusive of driveways and walks. Commensurate with the completion of construction or sale of a speculative home by a builder to a third party the front yard landscaping (and side yards on corner lots) of all residences shall be completed within sixty (60) days except that during the cold weather months of October through March the Owner may choose to delay installation of susceptible grass or plantings until the following April. Automatic irrigation systems are required to be installed with landscaping in all front yards (and side yards on corner lots). In such case where the lawn is elevated above the street sidewalk requiring a retaining wall to be installed, that retaining wall shall be constructed using gray lime stone which shall be installed similar to other retaining walls which have been previously constructed in the subdivision. Other retaining walls that may be needed must be constructed using native stone, concrete, concrete block with stucco finish, or manufactured decorative blocks designed for this application. In no case shall railroad ties or landscape timbers be used in retaining walls or landscaping.

Section 8. Minimum Building Requirements. Each residence situated on each Lot (and more than one Lot may be combined with other Lots for one building site) within the Properties shall (i) be completed within one year after commencement of construction, (ii) beginning March 1, 2007 for Lots which have not been previously sold and transferred to third parties by Declarant and which are lots sold and transferred by Declarant to third parties after March 1, 2007 (except as sold and transferred to a successor Declarant to whom Declarant's rights as Declarant under these Restrictions are assigned) be commenced within one year after such sale and transfer to such third party, and (iii) shall have and contain:

- (a) The overall roof pitch shall average 7/12 or greater excluding porch and/or shed roofs. The roof of each structure shall be dimensional fiberglass composition with a 30-year or longer warranty. The composition shingles shall be of a darkish toned color specifically excluding light gray, white, and light tan shingles. Roofs may also be 24 gage standing seam metal roofs with a painted (non-shiny) finish, concrete or clay roof tiles. Other materials may be considered for approval by the Architectural Control Committee.
- (b) At least the following square feet (total floor area exclusive of porches and garages) and shall have at least a two car garage:
 - i. 1,500 square feet for Lots 1-27, 121-135, 136-143 and 156-159.
 - ii. 1,700 square feet for Lots 28-120.
- (c) There shall be no more than one residential structure on each Lot with attached buildings and structures.
- (d) No detached buildings or structures shall be permitted on any Lot.
- (e) The exterior walls of each residential structure shall be constructed of and finished with stone and stucco (metal and other) with a minimum of 25% stone materials. No hardy plank or vinyl siding shall be permitted. Brick, tiles and wood may be used as accents.
- (f) Fencing on each Lot shall be wrought iron, stucco or stone or combination of wrought iron, stucco and stone, and shall otherwise be as approved by the Committee. No fence shall be greater than six (6) feet in height nor located nearer than the front of the residence on the Lot.
- (g) Garage doors on any residence shall not be over eight (8) feet in height.
- (h) All concrete flatwork, driveways, sidewalks, etc. shall be exposed aggregate or stamped as colored finish.

Section 9. Architectural Control. No erection of (i) buildings or (ii) exterior additions or (iii) alterations to any building situated upon the Properties, nor (iv) landscaping, nor (v) erection of or (vi) changes or additions in fences, hedges, walls and other structures, nor (vii) construction of any improvements nor any changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected, or maintained until the final plan and specifications showing the nature, kind, shape, color, height, materials and location of same shall have been submitted to and approved in writing by the Committee (hereinafter called the "Committee"). In the event the Committee fails to approve or disapprove such design, location, etc. within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of the Committee shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Article. The Committee shall consist of three members. Until the Transfer Date Declarant shall designate the Committee and after the Transfer Date the Committee shall be designated by the owners of a majority (51%) of the Lots within the Properties.

Section 10. Utility Easements. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and street lighting) and drainage facilities and floodway easements over, under and across the Properties are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under and across the Properties. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easements that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Properties Declarant will by written instrument recorded in the Deed Records of Kerr County, Texas, define the exact location of each such easement and will release the remainder of the Properties from the provisions of this Section. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easements provided for therein in accordance with its terms and conditions, notwithstanding that the utility company affected may not have executed such instrument.

Section 11. Ingress and Egress by Police, Etc. The police, fire department, emergency units, ambulance company, utility companies, and any governmental agency or department having jurisdiction shall have the right of ingress and egress at all times over and upon the Properties, including, for the performance of their respective duties and responsibilities with respect to the Properties and in order to service the Properties.

Section 12. Encroachments. All of the Properties and all of the Lots therein shall be and are singularly and collectively subject to easements from encroachments which now or hereafter exist or become into being, caused by settlement or movement of the Building or other improvements on the Properties, or caused by inaccuracies in construction or reconstruction of the building or

such improvements upon the Properties or encroachment caused by the intentional or unintentional placement of utility meters and related devices, all of which encroachment shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments exist.

Section 13. Antennae. No television, radio or other electronic towers, aerials, antennae or device of any type for the reception or transmission of radio or television broadcast or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time, nor a small satellite dish if placed away from the front of residence. The Association shall be empowered to adopt rules governing the type of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired, and antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use and building regulations.

ARTICLE IV PRIVATE STREETS

Section 1. Private Streets and Alleys. Each street, alley and thoroughfare within the Properties shall be private (with security and access controlled by the Association except as to Lots 156 - 159) and built to the same specifications as a street or alley dedicated to the public use, in accordance with the requirements therefore of the City of Kerrville, but the ownership thereof shall be retained privately. Private streets and alleys shall be constructed and maintained in perpetuity in accordance with the standards for public rights-of-way and shall be approved by the director of public works for the City of Kerrville. Water and sanitary sewer mains shall be installed in accordance with the applicable ordinances of the City of Kerrville and shall be maintained and owned by the City of Kerrville. The Association shall be responsible for street lighting, street maintenance and cleaning, and the installation and maintenance of interior traffic control devices. All private streets and alleys shall contain, and there is hereby declared, private service easements including, but not limited to, the following easements: utilities, fire lane, street lighting, government vehicle access, mail collection and delivery access, and utility meter reading access. The City of Kerrville shall have no obligation to maintain any private street, thoroughfare or alley, but if a private street, thoroughfare or alley is not maintained in compliance with the requirements of the City of Kerrville, it shall have the right, but not the obligation, to take those actions necessary to put the private street, thoroughfare or alley in compliance. The Association shall pay the City for the work performed within a period of 180 days from the presentation of the bill, or the private street, thoroughfare or alley will become a public street of the City at the option of the City. Notwithstanding anything to the contrary herein set forth, all utility companies, public and quasi-public, and all governmental agencies, including without limitation the City of Kerrville, and each of their agencies, including without limitation the City of Kerrville, and each of their respective departments and employees (e.g., city, fire and police departments) shall have access to and the right to use all private streets, thoroughfares and alleys and may exercise such authority therein as is necessary to reasonably complete its duties and functions (e.g., reading meters, fire prevention, safety and police enforcement and mail deliveries).

ARTICLE V

Section 1. Association/Common Areas.

a. Except as specifically set forth in this Declaration notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-laws, as same may be amended from time to time. Until the Transfer Date the Declarant's vote and consent shall be required for all actions of the Association, Declarant shall name and appoint all directors and officers and the Declarant shall have all powers, rights, (Association Powers and Rights"), and is hereby vested with, of the Association, for the benefit of the Properties and the Owners. On the Transfer Date Declarant shall transfer the Association Powers and Rights to the Association and Declarant's Association Powers and Rights, under this subparagraph shall terminate. Declarant shall have the exclusive right to exercise the Association Powers and Rights, of the Association, and the sole responsibility and authority to manage the business and affairs of the Association until the Transfer Date. On the Transfer Date Declarant shall guarantee a balance of \$20,000.00 in the Association account and shall hold Association free and clear from all indebtedness to Declarant.

b. 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 may delegate to such tenant the right and easement of use and enjoyment in and

to the Common Properties subject to, and as provided in, the provisions of this Declaration and the By-laws and Articles of Incorporation of the Association; 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 the Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee thereunder to comply with the terms and provisions of this Declaration and the Articles of Incorporation and By-laws of the Association shall be and constitute a default under such lease.

c. Subject to the provisions of this Declaration, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

d. Until the Transfer Date Declarant shall control and be responsible for the Common Properties subject to the provisions of Article II regarding the use of assessments. The Common Properties will be completed, controlled, repaired and maintained by the Association from assessments and payments by Declarant as provided in Article II and as set forth in Article II, shall be for the benefit and use of the Owners and shall be transferred to and owned by the Association subject to the provisions of these Restrictions regarding control, repair and maintenance by Declarant.

e. The rights and easements of enjoyment created hereby shall be subject to the following:

(i) The right of the Association to impose charges for cleaning and repair for use of the clubhouse of the Common Properties and prescribe rules and regulations ("Rules and Regulations") governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members).

(ii) Subject to the affirmative vote of two-thirds (2/3) of the votes of the Members entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties and facilities, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the Owners hereunder;

(iii) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(iv) The right of the Association, as provided in its By-laws, to suspend membership rights for any period during which any assessment against a Lot remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations; provided, that the Association shall not deny the use of such of the Common Properties as is necessary for access to each Lot, including without limitation streets and sidewalks; and

(v) Subject to the affirmative vote of two-thirds (2/3) of the votes of the Members entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

Section 2. Assessments.

a. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collections agency designated by the Association): (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessment thus collected by the Association shall constitute the maintenance fund of the Association. The annual and special capital assessments, together with such interest, thereon and cost of collection thereof as hereinafter 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 person who was the Owner of such property at the time when the assessment became due. The annual assessment shall be payable in monthly installments as provided in this Declaration.

b. The assessments levied by the Association shall be used (1) for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadway, walkways, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the Property, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the repair, replacement and additions there; (2) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties, landscaping and security for the Property (e.g., security guards); (3) for carrying out the duties of the Board of Directors of the Association as set forth in this Declaration hereafter (including but not limited to the payment by the Association of all assessments and charges payable in connection with the installation and maintenance of streets and street lighting for the Property); (4) any utility costs for the Property; and (5) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

c. Until the Transfer Date the Declarant shall have the right through control of the Association to improve and maintain the Common Properties as provided in Article II. In this regard, all assessments both annual and special, collected by the Association (less such amounts required for the operation of the Association) shall be applied and disbursed by the Association as provided in Article II.

d. The monthly assessment for each Lot shall be \$85.00 per Lot (per month) until the Transfer Date except as to certain Lots who pay the cost of street lighting the assessment will be \$75.00 per month per such Lot.

e. Although the Board of Directors shall not be required to fix assessments in each year, starting with calendar year, after the Transfer Date the Board of Directors of the Association may fix the annual assessments at an amount specified by the Board of Directors, but not greater than an increase of 20% above the initial or the prior year's assessment.

f. Commencing with the year after the Transfer Date beginning January 1, 2002, and each year thereafter, the amount of the maximum annual assessment for the following year for each Lot may not be increased more than 20% of the assessments for the previous year unless approved by two-thirds (2/3rds) of the members of the Association.

g. In addition to the annual assessments authorized by this Declaration after the Transfer Date, the Board of Directors of the Association may in its discretion 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 unexpected construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such assessment shall have the affirmative approval of the Association's Members, as provided herein. The Board of Directors shall not be required to levy in any assessment year a special assessment.

h. After the Transfer Date both annual and special assessments must be fixed at a uniform rate for all Lots except as otherwise expressly provided in this Declaration.

i. The annual assessments provided for herein shall commence as to all Lots on September, 2006 and shall be payable on the first day of each month or as otherwise specified in the specification of said assessment as herein provided. The annual assessments shall be payable monthly for the calendar year.

j. The due date or dates, if it is to be paid in installments, of any special assessment under this Declaration hereof, shall be fixed in the respective resolution authorizing such assessment.

k. After the Transfer Date if the Board of Directors decides to fix and set annual assessments, the Board of Directors of the Association shall so fix the amount of the assessment against each Lot at least by November 1 in the year prior to each annual calendar assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

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

m. The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer or agent of the Association setting forth whether said assessment has been paid.

Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certification.

n. If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns. The obligation of an Owner to pay such assessments as are payable on or prior to the date on which his successors in title take possession of his Lot shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect, except as otherwise expressly provided in this Section. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

o. If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may impose a late charge of \$25.00 for each unpaid assessment to cover the cost of processing such delinquency. The Association may thereafter bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment and late charge, as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

p. No Owner shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, unless and until such Owner shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof, that such Owner is not delinquent in the payment of such assessments as of the date thereof, that such Owner is not in violation of any Covenants, Conditions and Restrictions or Rules and Regulations of the Association, and that such Owner is otherwise in good standing with the Association.

q. 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 placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the annual 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 any 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, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

r. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (i) All properties dedicated and accepted by the local public authority and devoted to public use.
- (ii) All Common Properties as defined in this Declaration hereof.
- (iii) All Lots owned by Declarant and all Lots on which a house and related improvements are being constructed but only for the period of such construction which period shall end upon completion of such home and improvements.

s. The omission of the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall to continue until a new assessment is filed.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. These Restrictions shall run with and bind the land subject to this Declaration and the owners of any land subject to this Declaration, and such owner's respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendments. The Restrictions may be abolished, released and terminated by an instrument signed by the owners of 90% of the Lots within the Properties which is recorded and the Restrictions may be amended (but not abolished, terminated or released in whole) in part, with the consent of the Owners of 60% of the Lots within the Properties; provided that prior to the Transfer Date any amendment and any release, termination or abolishment of these Restrictions shall require the approval of Declarant. In each case such amendment, abolishment, release and termination shall be evidenced by a document in writing bearing such of the required signatures for consent as herein provided and shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, including without limitation restraint and/or injunctive relief for violations and/or recovery of damages for violations; 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. If the owner of a Lot should loan, lease, rent or sell his Lot and its buildings to another person or family, all rights, restrictions, privileges and responsibilities of the owner apply equally to the occupant.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notice required to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 6th day of March, 2007.

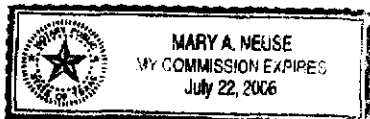
DECLARANT:

Thomas J. Moore, III
THOMAS J. MOORE, III

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on March 6, 2007, by THOMAS J. MOORE, III.



Mary A. Neuse
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

David L. Jackson ✓
820 Main Street, Suite 100
Kerrville, TX 78028

FILED FOR RECORD
at 2:24 o'clock P.M.

MAR 08 2007

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Samuel R. Tuck Deputy

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 Kerr County, Texas on

MAR 09 2007



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

495-5

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000847

AMENDMENT OF RESTRICTIONS

This Amendment of Restrictions (this "Amendment") is entered into as of the 12th day of March, 2008, by the undersigned who is the Declarant under, and who has executed and recorded, that certain Declaration of Covenants, Conditions and Restrictions, recorded in Volume 1450, Page 0075, Real Property Records, Kerr County, Texas, as amended, ("Restrictions").

NOW, THEREFORE, it is hereby declared that the Property subject to the Restrictions is and shall be held, transferred, sold, conveyed and occupies subject to the Restrictions and the Restrictions are hereby amended as follows:

1. To provide that there will be no restriction as to when a home may be built on any lot except to provide that once the home is commenced it shall be completed within one (1) year.
2. To provide that the assessments may include, as determined by the Association, yard mowing.
3. To provide that the process and procedure for ACC shall be submission to the Board of Director of the Association and the advisory directors for review and comment and then consultation with and decision from the ACC together with consultation and meetings as necessary to review and understand the plans and specifications for proposed improvement. The final approval will be subject review and approval by the ACC and the Board of Director of the Association.

EXECUTED as of the date specified.

Thomas J. Moore, III
THOMAS J. MOORE, III

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on January 28, 2008, by
THOMAS J. MOORE, III.

Mary A. Neuse
Notary Public, State of Texas



FILED BY AND RETURN TO:

KERR COUNTY ABSTRACT & TITLE CO.
712 Earl Garrett Street
Kerrville, Texas 78028

30442

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FILED AND RECORDED
At 4:20 o'clock *P* M
STATE OF TEXAS
COUNTY OF KERR



FEB 06 2009

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

By *James Pieper* Deputy