

WOOD EDGE RESTRICTIONS

Volume 4, Page 95, Plat Records of Kerr County, Texas; Volume 210, Page 398, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement to Texas Power & Light Company, dated December 4, 1929, recorded in Volume 51, Page 187, Deed Records of Kerr County, Texas.
- Easement and Right Of Way dated February 27, 1937 to Texas Power & Light Company, recorded in Volume 59, Page 640, Deed Records of Kerr County, Texas.
- Easement and Right Of Way to Texas Power & Light Company, dated December 14, 1937, recorded in Volume 61, Page 50, Deed Records of Kerr County, Texas.
- Easement to L.C.R.A., dated June 11, 1948, recorded in Volume 1, Page 120, Easement Records of Kerr County, Texas.
- Easements and Building Set Back Line as per the Plat recorded in Volume 4, Page 95, Plat Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

[illegible]

THE STATE OF TEXAS, before me, the undersigned authority, a Notary Public, and for the County of _____, Texas, on this day personally appeared _____, known to me to be the individual whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. 19____.

This subdivision is well known as "Julesburg" and comprises a total of 2.85 acres out of Divisional Survey No. 120, 1st 2nd 4th 6th 8th 10th 12th 14th 16th 18th 20th 22nd 24th 26th 28th 30th 32nd 34th 36th 38th 40th 42nd 44th 46th 48th 50th 52nd 54th 56th 58th 60th 62nd 64th 66th 68th 70th 72nd 74th 76th 78th 80th 82nd 84th 86th 88th 90th 92nd 94th 96th 98th 100th 102nd 104th 106th 108th 110th 112th 114th 116th 118th 120th 122nd 124th 126th 128th 130th 132nd 134th 136th 138th 140th 142nd 144th 146th 148th 150th 152nd 154th 156th 158th 160th 162nd 164th 166th 168th 170th 172nd 174th 176th 178th 180th 182nd 184th 186th 188th 190th 192nd 194th 196th 198th 200th 202nd 204th 206th 208th 210th 212th 214th 216th 218th 220th 222nd 224th 226th 228th 230th 232nd 234th 236th 238th 240th 242nd 244th 246th 248th 250th 252nd 254th 256th 258th 260th 262nd 264th 266th 268th 270th 272nd 274th 276th 278th 280th 282nd 284th 286th 288th 290th 292nd 294th 296th 298th 300th 302nd 304th 306th 308th 310th 312th 314th 316th 318th 320th 322nd 324th 326th 328th 330th 332nd 334th 336th 338th 340th 342nd 344th 346th 348th 350th 352nd 354th 356th 358th 360th 362nd 364th 366th 368th 370th 372nd 374th 376th 378th 380th 382nd 384th 386th 388th 390th 392nd 394th 396th 398th 400th 402nd 404th 406th 408th 410th 412th 414th 416th 418th 420th 422nd 424th 426th 428th 430th 432nd 434th 436th 438th 440th 442nd 444th 446th 448th 450th 452nd 454th 456th 458th 460th 462nd 464th 466th 468th 470th 472nd 474th 476th 478th 480th 482nd 484th 486th 488th 490th 492nd 494th 496th 498th 500th 502nd 504th 506th 508th 510th 512th 514th 516th 518th 520th 522nd 524th 526th 528th 530th 532nd 534th 536th 538th 540th 542nd 544th 546th 548th 550th 552nd 554th 556th 558th 560th 562nd 564th 566th 568th 570th 572nd 574th 576th 578th 580th 582nd 584th 586th 588th 590th 592nd 594th 596th 598th 600th 602nd 604th 606th 608th 610th 612th 614th 616th 618th 620th 622nd 624th 626th 628th 630th 632nd 634th 636th 638th 640th 642nd 644th 646th 648th 650th 652nd 654th 656th 658th 660th 662nd 664th 666th 668th 670th 672nd 674th 676th 678th 680th 682nd 684th 686th 688th 690th 692nd 694th 696th 698th 700th 702nd 704th 706th 708th 710th 712th 714th 716th 718th 720th 722nd 724th 726th 728th 730th 732nd 734th 736th 738th 740th 742nd 744th 746th 748th 750th 752nd 754th 756th 758th 760th 762nd 764th 766th 768th 770th 772nd 774th 776th 778th 780th 782nd 784th 786th 788th 790th 792nd 794th 796th 798th 800th 802nd 804th 806th 808th 810th 812th 814th 816th 818th 820th 822nd 824th 826th 828th 830th 832nd 834th 836th 838th 840th 842nd 844th 846th 848th 850th 852nd 854th 856th 858th 860th 862nd 864th 866th 868th 870th 872nd 874th 876th 878th 880th 882nd 884th 886th 888th 890th 892nd 894th 896th 898th 900th 902nd 904th 906th 908th 910th 912th 914th 916th 918th 920th 922nd 924th 926th 928th 930th 932nd 934th 936th 938th 940th 942nd 944th 946th 948th 950th 952nd 954th 956th 958th 960th 962nd 964th 966th 968th 970th 972nd 974th 976th 978th 980th 982nd 984th 986th 988th 990th 992nd 994th 996th 998th 1000th 1002nd 1004th 1006th 1008th 1010th 1012th 1014th 1016th 1018th 1020th 1022nd 1024th 1026th 1028th 1030th 1032nd 1034th 1036th 1038th 1040th 1042nd 1044th 1046th 1048th 1050th 1052nd 1054th 1056th 1058th 1060th 1062nd 1064th 1066th 1068th 1070th 1072nd 1074th 1076th 1078th 1080th 1082nd 1084th 1086th 1088th 1090th 1092nd 1094th 1096th 1098th 1100th 1102nd 1104th 1106th 1108th 1110th 1112th 1114th 1116th 1118th 1120th 1122nd 1124th 1126th 1128th 1130th 1132nd 1134th 1136th 1138th 1140th 1142nd 1144th 1146th 1148th 1150th 1152nd 1154th 1156th 1158th 1160th 1162nd 1164th 1166th 1168th 1170th 1172nd 1174th 1176th 1178th 1180th 1182nd 1184th 1186th 1188th 1190th 1192nd 1194th 1196th 1198th 1200th 1202nd 1204th 1206th 1208th 1210th 1212th 1214th 1216th 1218th 1220th 1222nd 1224th 1226th 1228th 1230th 1232nd 1234th 1236th 1238th 1240th 1242nd 1244th 1246th 1248th 1250th 1252nd 1254th 1256th 1258th 1260th 1262nd 1264th 1266th 1268th 1270th 1272nd 1274th 1276th 1278th 1280th 1282nd 1284th 1286th 1288th 1290th 1292nd 1294th 1296th 1298th 1300th 1302nd 1304th 1306th 1308th 1310th 1312th 1314th 1316th 1318th 1320th 1322nd 1324th 1326th 1328th 1330th 1332nd 1334th 1336th 1338th 1340th 1342nd 1344th 1346th 1348th 1350th 1352nd 1354th 1356th 1358th 1360th 1362nd 1364th 1366th 1368th 1370th 1372nd 1374th 1376th 1378th 1380th 1382nd 1384th 1386th 1388th 1390th 1392nd 1394th 1396th 1398th 1400th 1402nd 1404th 1406th 1408th 1410th 1412th 1414th 1416th 1418th 1420th 1422nd 1424th 1426th 1428th 1430th 1432nd 1434th 1436th 1438th 1440th 1442nd 1444th 1446th 1448th 1450th 1452nd 1454th 1456th 1458th 1460th 1462nd 1464th 1466th 1468th 1470th 1472nd 1474th 1476th 1478th 1480th 1482nd 1484th 1486th 1488th 1490th 1492nd 1494th 1496th 1498th 1500th 1502nd 1504th 1506th 1508th 1510th 1512th 1514th 1516th 1518th 1520th 1522nd 1524th 1526th 1528th 1530th 1532nd 1534th 1536th 1

Planting and Fertilizing

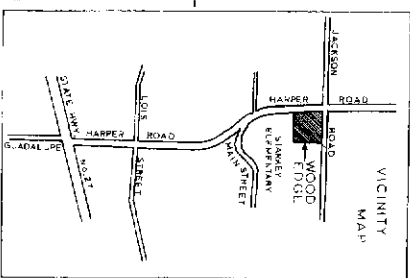
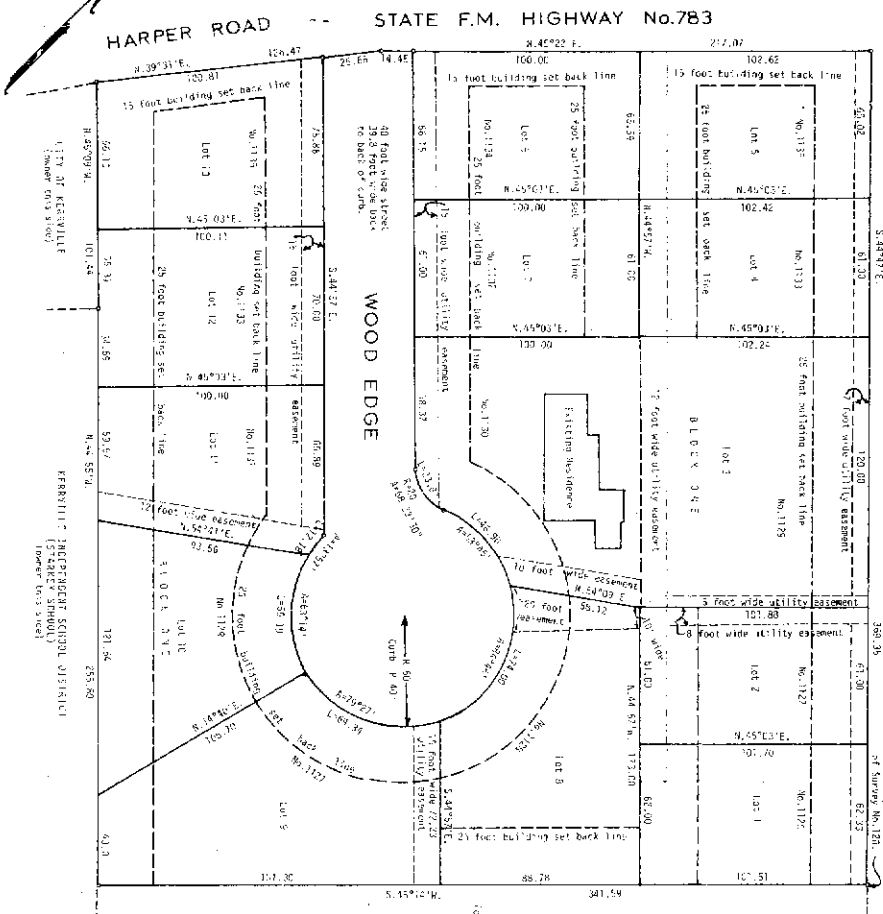
GRAPHIC SCALE



0 10 20 30 40 50 60 70 80 90 100

Eugene M. Norker

Louis Lueriques
Registered Public Surveyor No. 222
P.O. Box 70 - Kerville, Texas
Telephone 257-6671 or 257-7174
ADP



784335

THE STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That whereas, John F. Jobes, a Texas resident with offices in Kerrville, Texas, duly authorized hereunto, hereinafter referred to as "Declarant", is the owner (except as hereinafter provided) of the following described property located and situated in Kerr County, Texas, to-wit:

All of the lots and tracts of land in Wood Edge, a subdivision of 2.89 acres out of original survey No. 120, Walter Fosgate Abstract No. 136, in the city of Kerrville, Kerr County, Texas, as per plat thereof recorded in Volume 4, Page 95, of the Map Records of Kerr County, Texas; said property being hereinafter referred to as the "Subdivision"; and

Whereas, Declarant desires to establish a uniform plan for the development, improvement and sale of the residential lots in said Subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in said Subdivision;

NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all residential lots which shall constitute covenants running with the title of said residential lots and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and each and every purchaser of any of said residential lots and their respective heirs, administrators, successors and assigns, and each and all of such beneficiaries shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE I

DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract buyers, but

excluding those whose interest is held merely as security for the performance of an obligation.

2. "Properties" shall mean and refer to the real property hereinabove described, and the real property which may hereafter be brought into the jurisdiction of the Owner and Architectural Control Committee.

3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of (a) streets as shown on any such subdivision map or plat, and (b) any Common Area which may be acquired by the Lot owners.

4. "Declarant" shall mean and refer to John F. Jobes, his successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE II

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All Lots shall be known, described and used as Lots for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) full stories in height with an attached or detached garage, which garage, whether attached or detached, shall be of standard size to accommodate not less than two (2) cars, and which garage doors shall be closed at all time other than when reasonably in use. As used herein the term "residential purposes" shall be construed to prohibit the use of said property for duplex dwellings (two-family dwellings), garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon; provided, however, that each residential home builder on Lots subject to these restrictions shall be permitted to move onto three Lots owned by each such builder a construction building, a sales office, and a storage building, one

of said buildings on one Lot each, which buildings need not comply with the building specifications contained in these restrictions so long as the exterior appearance of said buildings shall be reasonably maintained, which buildings shall be removed from said Lots by the builder maintaining same when said building has completed his construction in Wood Edge; and provided further, however, that builders on Lots subject to these restrictions may maintain a sales office in one of their houses built according to these restrictions for eventual sale to a resident, which sales office may only be used for sales of houses in Wood Edge and in which sales office a window air conditioner may be employed, if necessary.

2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No alterations in topography or Lot drainage from finished grade elevations shall be permitted or made unless specifically approved by the Architectural Control Committee. Submissions to the Committee not approved or disapproved within thirty (30) days from date of submission shall be deemed approved.

3. Building Set Back Lines. No structure shall be erected on a Lot nearer than the building set back lines as shown on the recorded plat of Wood Edge.

4. Fences/Walls. No fence or wall shall be erected, placed or altered on any Lot nearer to the street called Wood Edge than the minimum building set back lines established as aforesaid. Fences shall not exceed the height of six (6) feet and shall be constructed of cedar wood, unless said height and/or material requirements shall be waived and an alternate to said restrictions approved by the Architectural Control Committee.

5. Dwelling Size. The ground floor area of a one-story residential structure, exclusive of open porches and garages, shall be not less than One Thousand Six Hundred (1,600) square feet, unless

expressly otherwise approved by the Architectural Control Committee.

On any Lot, regardless of the linear front footage, for a one and one-half (1-1/2) story main residential structure as defined hereinabove, the ground floor shall contain not less than One Thousand Two Hundred (1,200) square feet and the one-half second story shall contain not less than Six Hundred (600) square feet, and for any full two-story main residential structure as defined hereinabove, each floor shall contain not less than Nine Hundred (900) square feet, unless expressly otherwise approved by the Architectural Control Committee.

6. Type of Construction, Materials and Landscape.

(a) No residence shall have less than 80% brick or equivalent masonry construction on its exterior wall area, unless other exterior materials are approved by the Architectural Control Committee.

(b) No roof of any building shall be constructed or covered with asphalt shingles or composition roofing materials, except by special approval of the Architectural Control Committee, and all roofs shall be vented on a side of said roof least visible from any street, unless otherwise specifically approved by the Architectural Control Committee.

(c) No window or wall type air-conditioner shall be permitted to be used, erected, placed or maintained on or in any building on any Lot subject to these restrictions, except in sales offices, construction buildings, and storage buildings of home builders as described hereinabove.

(d) Each kitchen in each dwelling or living quarters situated on any Lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable and usable condition.

(e) No landscaping shall be done in the front of any dwelling on any Lot subject to these restrictions by any home builder which does not meet the minimum current landscaping requirements of the Architectural Control Committee. Home builders on Lots subject to these restrictions shall submit general landscape plans to the Architectural Control Committee for approval; approval for minor

variations from approved general plans shall not be required. Changes in or additions to landscaping by residential homeowners of Lots subject to these restrictions shall be subject to the approval of the Architectural Control Committee, which approval shall not be arbitrarily withheld.

7. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building set back lines as described in the plat. For the purpose of this restriction, eaves shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. Each main residence building will face the front of the Lot.

8. Minimum Lot Area. No Lot shall be resubdivided, with the exception of Lot 3 which may be resubdivided into three Lots, nor shall any building be erected or placed on any Lot having an area of less than six thousand (6,000) square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said Subdivision if such resubdivision increases the minimum Lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said Subdivision shall contain less than the aforesaid minimum area.

9. Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

10. Underground Electric Distribution System. An underground electric distribution system has been installed in part of Wood Edge, designated Underground Residential Subdivision, which underground service area shall embrace most Lots in Wood Edge. The Owner of each Lot in the Underground Residential area of the Subdivision shall,

at his own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Lot in the Underground Residential Subdivision, shall be uniform in Character and exclusively of the type known as a single phase, 120/240 volt, three wire, 60 cycle, alternating current.

11. Underground Television Cable System. An underground television cable system has been installed in that part of Wood Edge, designated Underground Residential Subdivision, which underground service shall embrace most Lots in Wood Edge. The Owner of each Lot in the Underground Residential area of the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities) the underground service cable and appurtenances from the point of cablevision company's connection on customer's structure to the point of attachment to be made available by the cablevision company at a point designated by such company at the property line of each Lot. The cablevision company furnishing service shall make the necessary connections. For so long as the underground service is maintained, the cablevision service to each Lot in the Underground Residential Subdivision, shall be uniform in character and these restrictions prohibit outside television antennas of any nature.

12. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any illegal activity be carried on upon any Lot.

13. Household Pets. No animals, birds, or reptiles of any kind shall be kept or maintained on any Lot, except that not more than two (2) usual and ordinary household pets may be kept and maintained on any Lot, provided, that same are confined to the Lot where kept except when reasonably exercised on a leash, and provided further, however, that same do not constitute a danger, or a nuisance or annoyance as defined hereinabove, and provided that same shall be so kept and maintained in compliance with all applicable health regulations of any governmental authority.

14. Private Residential Swimming Pools. Any swimming pool constructed by a residential owner of any Lot shall be fenced and protected from unauthorized entry, and said pool shall be kept in good, clean and healthful condition at all times.

15. Bicycles, Unicycles, Motorcycles, Motor Bicycles and Motor Scooters. No bicycle, unicycle, motorcycle, motor bicycle or motor scooter shall be maintained on any Lot or ridden to or from any Lot which is not equipped with a front headlight or beam and a light reflector on the rear bumper, which headlight or beam shall be lit when such vehicle is in use at any time at or after dusk and before dawn. No motorcycle, motor bicycle, or motor scooter shall be maintained on any Lot or ridden to or from any Lot unless same is properly and effectively equipped with a quiet muffler, and provided further, that same do not constitute a danger, nuisance or annoyance as defined hereinabove.

16. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, car port, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purpose; however

(1) anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of unreasonable size, is so placed on a residential Lot so as not to be visible from the street on

which said Lot faces, and is constructed and maintained in such a manner as to comply with Section 12 of these restrictions;

(2) and provided further, however, that anything contained in these restrictions to the contrary notwithstanding, that there shall be permitted on any residential Lot the use of a storage building not to exceed seven feet (7') in height, eight feet (8') in width, and ten feet (10') in length, or seven feet (7') in height, ten feet (10') in width, and eight feet (8') in length, said building not to exceed seven feet (7') in height and 560 cubic feet of enclosed and roofed area, provided, that said storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from the street on which said Lot faces, and provided further, that said storage building is built and maintained in a manner consistent with these restrictions.

(b) No truck, camper, trailer, automobile, boat -- whether powered or sail or otherwise -- or other vehicle will be stored, parked or kept on any Lot or in any street for more than sixty hours (60) during a seventy-two (72) hour period, and no inoperative vehicle (inoperative defined herein as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby, provided the garage door may be closed as hereinabove provided; provided further, however, that nothing contained in these restrictions shall be construed to prohibit the storage of all of such vehicles or boats except inoperative vehicles, behind a solid wooden cedar fence constructed on Lots covered by these restrictions and constructed in accordance with other provisions of these restrictions, said fence to be constructed so that there are no gaps between the boards constituting said fence, said fence to be maintained in accordance with other provisions of these restrictions, said fence not to exceed six feet (6') in height, and the height of permitted vehicles and boats so stored behind such fence shall not unreasonably exceed the height of such fence.

17. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot or plot except one sign of not more than five (5) square feet of surface area advertising the property for sale or rent, except signs used by a builder to advertise the property during the construction

and sales period shall not be subject to said minimum size requirement but which signs shall be subject to the approval of the Architectural Control Committee, which approval shall not be arbitrarily withheld.

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

19. Storage and Disposal of Garbage. Usual household garbage shall be kept only in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids, provided further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored on the Lot in a suitable attractive enclosure provided for hereinabove so as not to be visible from the street.

20. Trash, Rubbish, Waste Materials, Yard Clippings and Cuttings. No Lot shall be used or maintained as a dumping ground for trash, rubbish, waste materials, yard clippings or cuttings, and no burning or incinerating of same shall be permitted on any Lot at any time, and same shall not be placed in the front of any residence or Lot for regular or specially scheduled pick-up at any time longer than twenty-four (24) hours in advance of such pick-up, and to the extent possible, same shall be securely and neatly contained and protected to avoid cluttering or spreading of same from the place where so deposited for pick-up.

ARCHITECTURAL CONTROL COMMITTEE

1. Composition of Committee. The Architectural Control Committee shall be composed of three (3) members, the initial members hereby appointed being John F. Jobes, Christina F. Jobes, and Mary K. Jobes, each of whose address for the purpose hereof is Rt. 2, Box 268A, Hunt, Texas 78024. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, two-thirds (2/3) of Lot Owners in Wood Edge shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services rendered hereunder.

2. Control over Maintenance of Dwellings. If in the opinion of the Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the Owner thereof in writing of the need of such repairs or maintenance and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

ARTICLE IV

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of forty years (40) from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended

during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing and/or to recover damages or other dues for such violations.

2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed these presents for itself and for its successors and assigns, at Kerrville, Texas, on this 4th day of January, 1978.

BY: John F. Jobes
John F. Jobes

STATE OF TEXAS))
COUNTY OF KERR))

BEFORE ME, the undersigned authority, on this day personally appeared JOHN F. JOBES, 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 29th day of June, 1978.

Joan Montgomery
Notary Public in and for
Kerr County, Texas



JOAN MONTGOMERY
NOTARY PUBLIC
KERR COUNTY, TEXAS
My Commission Expires 6-21-1980

Made to:
John F. Jobes
Kerr Co., Box 268 A
Kerrville, Texas 78024

FILED FOR RECORD
at 10:45 o'clock A.M.
JUN 29 1978
EMMIE M. MUENKER
Clerk
Kerr County, Texas
Notary Public, Deputy

*Handed to
the Public*

784335

Filed for record June 29, 1978 at 10:45 o'clock A.M.

Recorded July 6, 1978
EMMIE M. MUENKER, Clerk

By Melinda Adams Deputy