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53

general restrictions.

3. The type or building construction may be sun form or solid masonry, veneer, or sheathed siding, or of the same general type or construction as specified by the building and plane committee.
4. On all residential lots no structure shall be erected thereon other than one detached single family dwelling not to exceed two stories in height and a garage or detached private garage for not more than three (3) cars, -garage quarters, storage room, laundry room, or other outbuildings not over one story in height, provided, however, that no garage, service garage, storage room and laundry room, shall be erected on any lot until after the residential wall of the building or a single family dwelling thereon is keeping with these restrictions.

b.

5. No garage apartment for rental purposes will be permitted on any dwelling lot. All living quarters on the property, either in or on the main building, are to be for the owner(s) of, or tenants only.

c.

6. All improvements shall be constructed on the lots so as to front the street, upon which or from which no change of ownership by the building and plane committee approved by the building and plane committee prior to the time when construction is begun except that extensions to garages on side lots may enter other than the front or side street or alleys as approved by the building and plane committee.

d.

7. All buildings of a permanent nature shall be constructed over any basement or parking strip but same roofed over shall not prohibit the fencing or enclosures of the roof of such for the manufacture of any article or device with the proviso that the utility company occupying such premises shall have the right to remove or cause owner to remove such improvement for new construction, repair, or for any cause which may be necessary to which an improvement to one building where a utility company shall not be responsible for or liable to any damage in connection therewith, or on or parallel with such extension and neither shall they be responsible for the replacement of same.

e.

8. All of Block #1, described in detailed neighborhood sections and the building thereon shall be constructed of permanent materials of slow burning or noncombustible type and liaison to the stories in height. Only one building is to be constructed on this block but may be designed for multi-family occupancy at the shopping center type.

f.

9. (A) No dwelling in Block #1, Lots 1 thru 15 shall be permitted having 2000 square feet or less than 1000 square feet. (B) No dwelling in Block #1, Lots 1 thru 15 shall be permitted having a floor area of less than 1000 square feet. (C) No dwelling in Block #1, Lots 1 thru 10 and 16 shall be permitted having a floor area of less than 1200 square feet. (D) No dwelling in Block #1, Lots 11 thru 20 shall be permitted having a floor area of less than 1000 square feet.

g.

10. (A) No dwelling in Block #1, Lots 1 thru 15 shall be permitted having 2000 square feet or less than 1000 square feet. (B) No dwelling in Block #1, Lots 1 thru 15 shall be permitted having a floor area of less than 1000 square feet. (C) No dwelling in Block #1, Lots 1 thru 10 and 16 shall be permitted having a floor area of less than 1200 square feet. (D) No dwelling in Block #1, Lots 11 thru 20 shall be permitted having a floor area of less than 1000 square feet.

h.

11. No water tanks or any structures of any kind shall be erected on any lot in keeping with these restrictions with other buildings in the subdivision. The Architectural Control Committee shall have authority over quality control which shall be uniformly as accepted by the Federal Housing Authority.

i.

12. No building shall be erected on any lot in said subdivision less than fifty (50) feet from the front of said lots, or where a house is built diagonally across corner lots on facing two way streets than seventy-five (75) feet. The side building line upon all lots shall be set back (10%) of the front footage or ten feet but shall be not less than twelve (12) feet.

j.

13. Any enclosed porch shall be considered as part of the main structure in applying front line restrictions; but any unenclosed entrance, stoop or porch, not extending more than eight (8) feet from the front of the main structure in applying front line restrictions.

k.

14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design w/ existing structures and as to location with respect to topography and finished grade elevation. Approval shall be provided in writing.

l.

15. Any enclosed porch shall be considered as part of the main structure in applying front line restrictions; but any unenclosed entrance, stoop or porch, not extending more than eight (8) feet from the front of the main structure in applying front line restrictions.

m.

16. No fence, wall, hedge or any fence or other detached structure for ornamental purposes shall be erected, known, or maintained on any part of the lot front of the front building line not to higher than four (4) feet.

n.

17. No radio or television aerial or any wires shall be maintained on any portion of any lot forward of the front building line.

o.

18. Any garage, storage room, laundry, service quarters, or other outbuildings of any kind attached or detached from the main building shall be located in reference to the main building to the side in rear of said main building.

p.

19. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design w/ existing structures and as to location with respect to topography and finished grade elevation. Approval shall be provided in writing.

q.

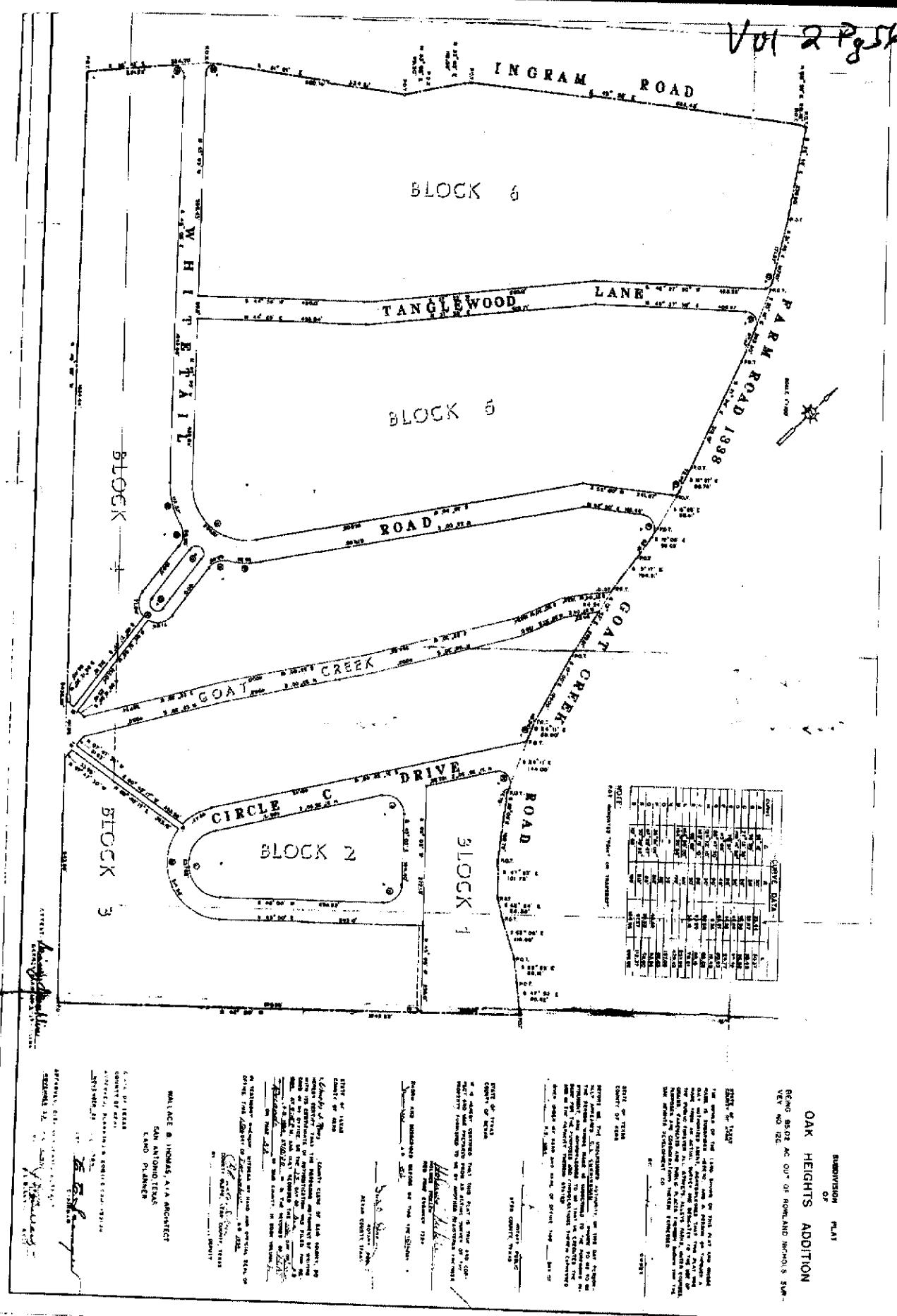
20. A majority of the Committee may designate a Representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Whether the members or the Committee, nor its designated Representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then Board of Directors' approval or disapproval, as expressed in their respective, shall be in writing. In the event of the Committee, or its designated Representative, fails to approve or disapprove within thirty (30) days after being presented with the candidate, nomination.

r.

21. Any outbuildings, except a greenhouse, shall correspond in a style and architecture to the dwelling to which it is appurtenant.

22. The right is reserved in the building and plane committee to change these restrictions in the case of unusual or irregularly shaped lots or lots, unusual in size, where such change is required for the welfare, convenience, safety, permanent or temporary, by the owner. Preliminary inspection are authorized at various stages of construction.

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and in consideration of the sum of Ten & No/100 (\$10.00) Dollars and other good and valuable consideration, to us in hand paid by William Santeleben, receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said William Santeleben, of the County of Medina, State of Texas, all that certain real property situated in Kerr County, Texas, and being known as all of Lot No. 8, in Block No. 10, Lowry Addition to the City of Kerrville, Kerr County, Texas, according to the map and plat of said addition of record in the office of the county clerk of Kerr County, Texas, to which reference is here made for all purposes;

SUBJECT to that one certain promissory note in the original principal sum of \$4,000.00, payable in monthly installments of \$50.00 each, including interest, said note presently being held by Ruby Young.

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

WITNESS our hands at Kerrville, Texas this 24th day of November, A.D. 1954.

Wesley Breiten

(Revenue Stamps \$1.65 cancelled)
(W B - - - - - 11-24-54)

Annie Breiten

THE STATE OF TEXAS ¶

COUNTY OF MEDINA ¶ BEFORE ME, the undersigned authority, A Notary Public in and for Medina County, Texas, on this day personally appeared Wesley Breiten and Annie Breiten, wife of said Wesley Breiten, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Annie Breiten, wife of the said Wesley Breiten, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Annie Breiten acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 12 day of July A.D. 1955.

SEAL

Jo Lebold Wood
Notary Public, Medina County, Texas

Filed for record the 16 day of July, A.D. 1955 at 10:05 A.M.

Recorded the 18 day of July, A.D. 1955 at 11:35 A.M. (st)

R. V. NICHOLS, County Clerk

By Emmie M. Mueller Deputy

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AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS ¶

COUNTY OF KERR ¶

WHEREAS, C. L. Cunningham, filed restrictions on that certain 88.40 acres (more or less) out of Survey No. 126, R. Nichols and being known as Oak Heights Addition to Kerr County, Texas as shown by that map or plat of record in Vol. 2, page 52, of the Map or Plat Records of Kerr County, Texas, to which reference is here made for all purposes; and which said restrictions were filed of record on November 13, 1954, in the Plat Records of Kerr County, Texas, and to which reference is here made for all purposes, and

Whereas, C. L. Cunningham and wife, Leslie Cunningham, have sold and conveyed to A.A. Atkison

and wife, Mary I. Atkison, an interest in said Oak Heights Addition to Kerr County, Texas, and

Whereas one lot in said Oak Heights Addition to Kerr County, Texas, has been sold and conveyed to Jasper Moore, and

Whereas all parties herein set out, namely: A. A. Atkison and wife, Mary I. Atkison, C. L. Cunningham and wife, Leslie Cunningham, and Jasper Moore desire to make a change in the restrictions and are the owners of all of said property.

THEREFORE, know all men by these presents, that we, C. L. Cunningham and wife, Leslie Cunningham, and A.A. Atkison and wife, Mary I. Atkison, and Jasper Moore, do by these presents change the hereinafter set forth paragraphs, the same to read as follows:

1. Change under Architectural Restrictions, Paragraph 10, to read as follows:

(a) No dwelling in Block #3, Lots 1 thru 15 shall be permitted having a floor area of less than 1400 square feet, or costing less than \$12,500.00.

(b) No dwelling in Block #4, Lots 1 thru 11 shall be permitted having a floor area of less than 1400 square feet, or costing less than \$12,500.00.

(c) No dwelling in Block #4, Lots 12 thru 19, shall be permitted having a floor area of less than 1200 square feet, or costing less than \$10,750.00.

(d) No dwelling in Block #5, Lots 1 thru 18 shall be permitted having a floor area of less than 1200 square feet, or costing less than \$10,750.00.

(e) No dwelling in Block #5, Lots 1 thru 10 shall be permitted having a floor area of less than 1200 square feet, or costing less than \$10,750.00.

(f) No dwelling in Block #6, Lots 11 thru 20 shall be permitted having a floor area of less than 1000 square feet, or costing less than \$9,000.00

2. Under Architectural Restriction, Paragraph 12 shall be changed to read as follows:

Restrictions as to value of improvements are set forth herein, it being the intention that all buildings constructed hereunder shall be of a high quality of workmanship and materials and in keeping of these restrictions with other dwellings in the subdivision. The architectural control commission shall have authority over quality control.

3. Under Architectural Restrictions, Paragraph 19 (d) shall be changed to read as follows:

A building permit request must be accompanied by a cashier's check for \$25.00 to cover city inspection fee and will be refunded if permit is denied.

The undersigned confirms and re-adopts all of the restrictions as originally set out except that the paragraphs which are here changed and as changed adopts, confirms and ratifies said restrictions.

Signed this 13th day of July, 1955.

C. L. Cunningham

Leslie Cunningham

A. A. Atkison

Mary I. Atkison

Jasper Moore

THE STATE OF TEXAS

COUNTY OF KERR BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. L. Cunningham and wife, Leslie Cunningham, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Leslie Cunningham, wife of C. L. Cunningham, having been by me examined privily and apart from her husband, and having such instrument fully explained to her, acknowledged that she signed the same for the purposes and considerations therein expressed and

that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 13th day of July, A. D. 1955.

SEAL

Jim Nugent
Notary Public, Kerr County, Texas

THE STATE OF TEXAS :

COUNTY OF KERR | BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jasper Moore, 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 13th day of July, A. D. 1955.

SEAL

O. A. Herzog, Jr.
Notary Public, Kerr County, Texas

THE STATE OF TEXAS :

COUNTY OF KERR | BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A. A. Atkison and wife, Mary I. Atkison, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Mary I. Atkison, wife of A. A. Atkison, having been by me examined privily and apart from her Husband and having such instrument fully explained to her, acknowledged that she signed the same for the purposes and considerations therein expressed and that she did not wish to retract it.

GIVEN under my hand and seal of office this the 13th day of July, A.D. 1955.

SEAL

Jim Nugent
Notary Public, Kerr County, Texas

Filed for record the 16th day of July, A.D. 1955 at 10:30 A.M.

Recorded the 18th day of July, A.D. 1955 at 1:30 P.M. (st)

R. V. NICHOLS, County Clerk

Eleanor M. Muenker Deputy

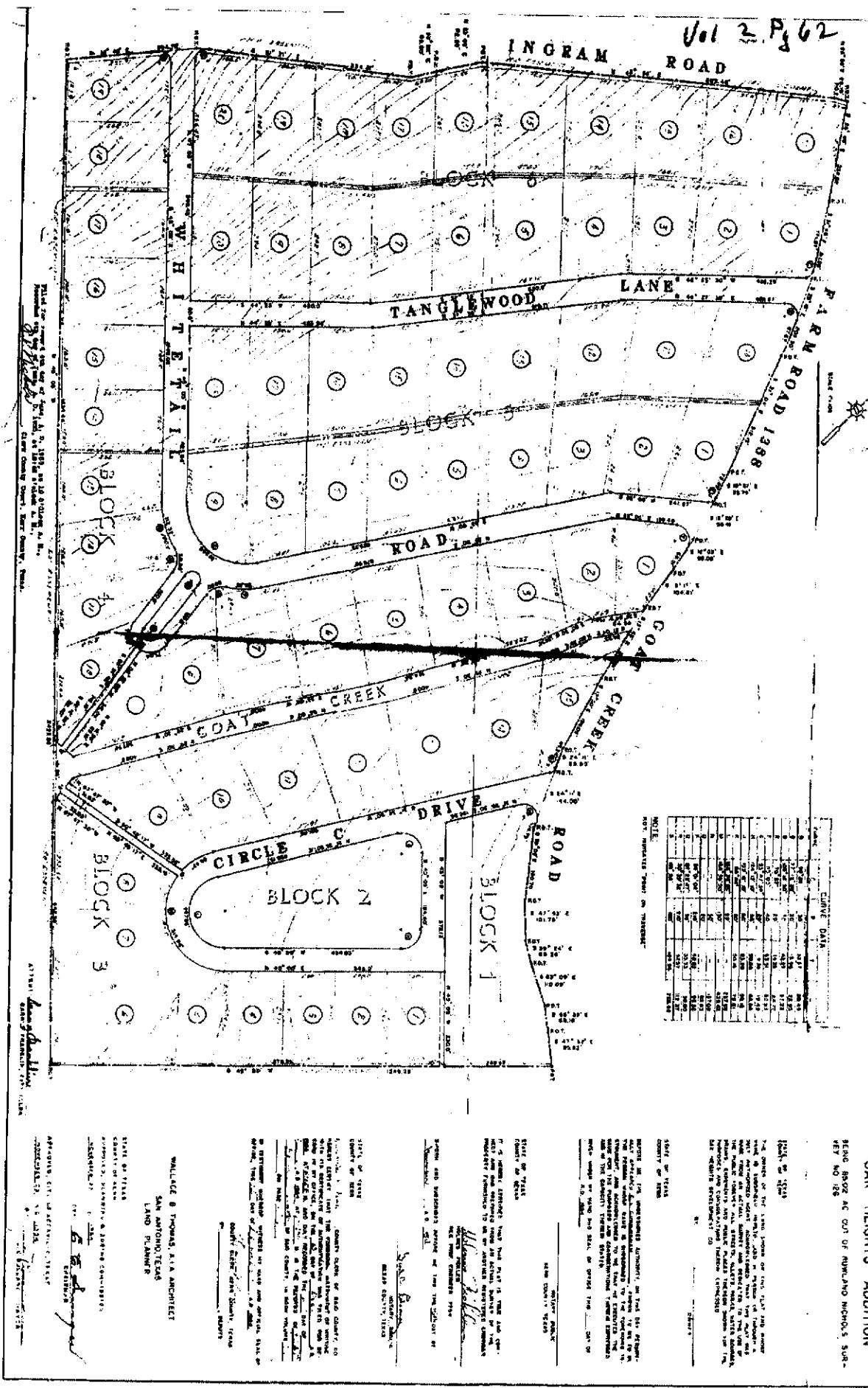
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WARRANTY DEED

THE STATE OF TEXAS :

COUNTY OF KERR | KNOW ALL MEN BY THESE PRESENTS:

That we, ALEX C. DIETER and wife, ELEANOR P. DIETER of the County of Kerr, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, to us in hand paid by HUBERT A. KELCH and wife, RUTH I. KELCH, the receipt of which is hereby acknowledged and confessed, and for which no lien express or implied does or shall exist, have Granted, Sold and Conveyed unto the said HUBERT A. KELCH and wife, RUTH I. KELCH of the County of Kerr, State of Texas all that certain tract or parcel of land lying and being situated in the County of Kerr, and the State of Texas, comprising 1.58 acres of land more or less, out of original Survey No. 122, P. R. Oliver, Certificate No. 189, Abstract No. 265, situated about 2.5 miles N. 55 deg. W. from the City of Kerrville, the County Seat, and being more particularly described by metes and bounds as follows: BEGINNING at a fence corner post, an iron stake, at the point where the Northwest line of Survey No. 122, P. R. Oliver intersects the existing northeast right of way line of 150 foot right of way of Texas State Highway No. 27, and this point being located approximately 715 feet N. 45 deg. E. from the upper or West corner of said Survey No. 122; THENCE along the Northeast right of way line of said Highway S. 60 deg. 26' E. 224 feet to an iron stake set for the South corner of this tract; THENCE N. 41 deg. 20' E. 274.5 feet to an iron stake set for the East corner of this tract; THENCE N. 28 deg. 15' W. 205 feet to an iron stake set in fence line the Northwest line of said Survey No. 122; THENCE with said fence line, S. 45



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G. L. Cunningham or A. B. Kerr, Ph.D.

ADMISSION TO INVESTIGATION

DATED: July 23, 1955
 FILED: 10th of Aug., 1955
 INDEXED: 10th of Aug., 1955
 PLATE NUMBER OR DATE OBTAIN: TBA

MEMO: C. L. Cunningham, first publications on rock carbons, 50, by name (first or last) out of papers for 1951, to R. E. Flamm, and being known as one of highest addition to Earth Sciences, papers, or which reference is more made for all purposes; and which said publications were cited of record in November 27, 1954, in the First Periodical of Kerr-McGee Co., Cunningham and wife, Leslie Cunningham, have sold and transferred to A. B. Kerrson and wife, Mary J. Kerrson, no interest in said oil rights, addition to Kerr-McGee, Tulsa, and

Werner G. L. Cunningham, her son, Werner G. L. Cunningham and wife, Leslie Cunningham, have been sold and transferred to Werner G. L. Cunningham, and Joseph Horne, ability to make a change in the publications and in the name of G. L. Cunningham, same all sold for their interests, that is, G. L. Cunningham and wife, Leslie Cunningham, and A. B. Kerrson and wife, Mary J. Kerrson, do by same interests change the Kerr-McGee oil rights, and to G. L. Cunningham.

1. Change under investigation: Investigations, Paragraph 30, do need as follows:

- (a) No dwelling in Room #1, less 1 floor, 15' width in apartment having a floor area of less than 3000 square feet, or costing less than \$12,000.00.
- (b) No dwelling in Room #2, less 1 floor, 15' width in apartment having a floor area of less than 3000 square feet, or costing less than \$12,000.00.
- (c) No dwelling in Room #3, less 1 floor, 15' width in apartment having a floor area of less than 3000 square feet, or costing less than \$12,000.00.
- (d) No dwelling in Room #4, less 1 floor, 15' width in apartment having a floor area of less than 3000 square feet, or costing less than \$12,000.00.
- (e) No dwelling in Room #5, less 1 floor, 15' width in apartment having a floor area of less than 3000 square feet, or costing less than \$12,000.00.
- (f) No dwelling in Room #6, less 1 floor, 15' width in apartment having a floor area of less than 3000 square feet, or costing less than \$12,000.00.
- (g) No dwelling in Room #7, less 1 floor, 15' width in apartment having a floor area of less than 3000 square feet, or costing less than \$12,000.00.

2. Under investigation: Investigations, Paragraph 30, shall be changed to read as follows:

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49. Under investigation: Investigations, Paragraph 30, shall be changed to read as follows:

50. Under investigation: Investigations, Paragraph 30, shall be changed to read as follows:

1. G. L. Cunningham, Tulsa, Oklahoma, USA

C. L. Cunningham
 Leslie Cunningham
 A. B. Kerrson
 Mary J. Kerrson
 Joseph Horne
 Werner G. L. Cunningham, Tulsa, Oklahoma, USA

2. Werner G. L. Cunningham, Tulsa, Oklahoma, USA

3. Werner G. L. Cunningham, Tulsa, Oklahoma, USA

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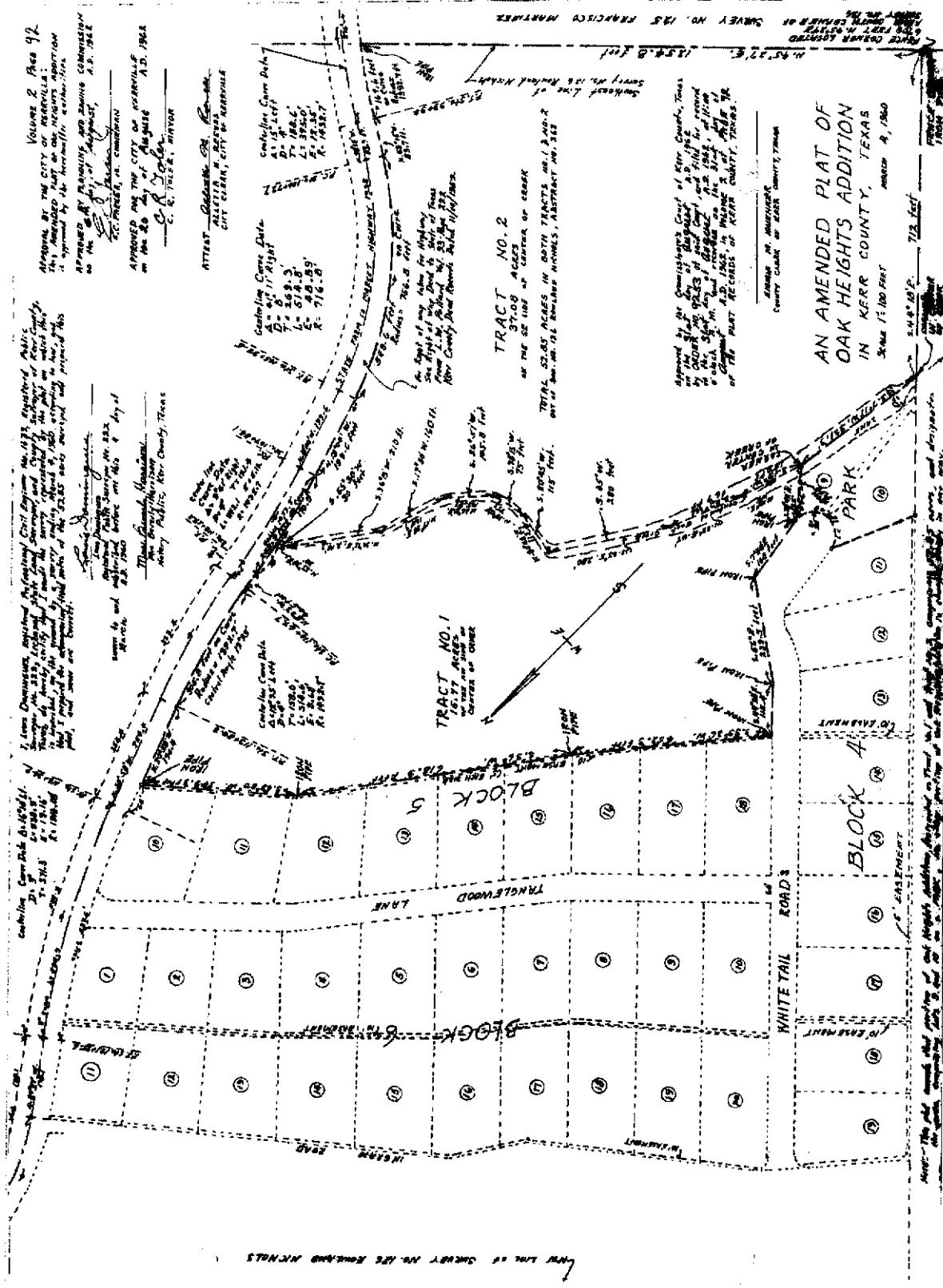
26. Werner G. L. Cunningham, Tulsa, Oklahoma, USA

27. Werner G. L. Cunningham, Tulsa, Oklahoma, USA

28. Werner G. L. Cunningham, Tulsa, Oklahoma, USA

29. Werner G. L. Cunningham, Tulsa, Oklahoma, USA

30. Werner G. L. Cunningham, Tulsa, Oklahoma, USA



THE STATE OF TEXAS
COUNTY OF BEXAR

Whereas, the undersigned authority to and for said County and State, on this day personally appeared WILLIE C. HUBLEY, known to me to be the person whose name was subscribed to the instrument in form, place and number and date above written, and who acknowledged

that he executed the same for his purpose and understanding thereof wherefore,

Done:

THE STATE OF TEXAS

COUNTY OF BEXAR

Whereas, the undersigned authority, to and for said County and State, on this day personally appeared WILLIE C. HUBLEY, known to me to be the person whose name was subscribed to the instrument in form, place and number and who acknowledged to me that they each respectively made the same for their purpose and understanding thereof wherefore,

Done:

THE STATE OF TEXAS

COUNTY OF BEXAR

Whereas, the undersigned authority, to and for said County and State, on this day personally appeared WILLIE C. HUBLEY, known to me to be the person whose name was subscribed to the instrument in form, place and number and who acknowledged to me that they each respectively made the same for their purpose and understanding thereof wherefore,

Done:

Given under my hand and seal of office, this 17th day of April, A. D. 1962.

THE STATE OF TEXAS

COUNTY OF BEXAR

Whereas, the undersigned authority, to and for said County and State, on this day personally appeared WILLIE C. HUBLEY, known to me to be the person whose name was subscribed to the instrument in form, place and number and who acknowledged to me that they each respectively made the same for their purpose and understanding thereof wherefore,

Done:

Given under my hand and seal of office, this 17th day of April, A. D. 1962.

THE STATE OF TEXAS

COUNTY OF BEXAR

Whereas, the undersigned authority, to and for said County and State, on this day personally appeared WILLIE C. HUBLEY, known to me to be the person whose name was subscribed to the instrument in form, place and number and who acknowledged to me that they each respectively made the same for their purpose and understanding thereof wherefore,

Done:

THE STATE OF TEXAS

COUNTY OF BEXAR

Whereas, the undersigned authority, to and for said County and State, on this day personally appeared WILLIE C. HUBLEY, known to me to be the person whose name was subscribed to the instrument in form, place and number and who acknowledged to me that they each respectively made the same for their purpose and understanding thereof wherefore,

Done:

Given under my hand and seal of office, this 17th day of April, A. D. 1962.

THE STATE OF TEXAS

COUNTY OF BEXAR

Whereas, the undersigned authority, to and for said County and State, on this day personally appeared WILLIE C. HUBLEY, known to me to be the person whose name was subscribed to the instrument in form, place and number and who acknowledged to me that they each respectively made the same for their purpose and understanding thereof wherefore,

Done:

Given under my hand and seal of office, this 17th day of April, A. D. 1962.

William P. Hartke
Secretary/Treasurer, Bexar County, Texas

Done:

Fig D**WITNESS OF STATE:****CHIEF OF STATE:**

State of N.Y. Attest: President: Wm J. F. Johnson, the owner and builder of a vessel and sailing Master's Name upon petition of State of New York, to cancellation of Int. Compt's. do Procl. says, entry and outfitting the said vessel place or sailing Master, and the Foreign master and alternate restriction demands.

Witnesses my hand this 11th day of April, A. D. 1962.

WITNESS OF STATE:**CHIEF OF STATE:**

State of N.Y. Attest: President: Wm J. F. Johnson, the owner and sailing Master, on this day personally appeared J. C. Johnson, known to me to be the person above named, authorized to sign for him, and do to do that he consented the same for the purpose and satisfaction witness expressed.

Given under my hand and seal to witness this 11th day of April, A. D. 1962.

Res.

Printed for reward August 31, A. D. 1948
Received September 27, 1962 at 12:50 P. M. of state
SARAH L. HARRISON, Deputy Clerk

State of N.Y. Attest: President: Wm J. F. Johnson

Received September 27, 1962 at 12:50 P. M. of state

SARAH L. HARRISON, Deputy Clerk

01638**VOL. 1249 PAGE 0270****DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 14 day of February, 2003, by the undersigned ("Declarant", whether one or more);

WITNESSETH:

Declarant is the owner of the real properties described in Exhibit "A" attached hereto and made a part hereof for all purposes ("Properties") and desires to subject the Properties to the covenants, conditions and restrictions, hereinafter set forth, each and all of which is and are for the benefit of the Properties and each owner thereof.

NOW, THEREFORE, Declarant declares that the Properties are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I**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 within the Properties shall be used exclusively for residential purposes.

Section 2. Minimum Building Requirements. Each residence situated on each Lot within the Properties shall contain at least 1,700 square feet and any multi-family or duplex residential structure on each Lot within the Properties shall be at least 3,500 square feet. Said square footage shall be the total floor area exclusive of porches and garages. Each residence and multi-family or duplex residential structure on each Lot within the Properties shall have a garage and such garage shall be at least a two (2) car garage. The exterior of each residence and residential structure on each Lot within the Properties shall be constructed of at least 50% of masonry materials (brick or stone) on front and sides of such structure.

ARTICLE II**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 Declarant and the owners of the Properties has been recorded, agreeing to

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amend, change or abolish said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such instrument shall be effective unless made and recorded ninety (90) days in advance of the effective date of such instrument.

Section 2. Enforcement. Enforcement of these covenants and restrictions may be by Declarant and/or any owner of any of the Properties and may 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.

Section 3. 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 4. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this instrument this 14th day of February, 2003.

FILED FOR RECORD

at 4:15..... P M
FEB 19 2003

JANNETT PIEPER,
Clark County Court, Kerr County
Andrea Hamilton

DECLARANT:

Troy Faust
TROY FAUST
Michelle Faust
MICHELLE FAUST

THE STATE OF TEXAS §

COUNTY OF KERR §

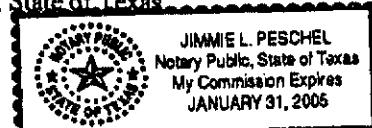
This instrument was acknowledged before me February 14, 2003, by TROY FAUST and MICHELLE FAUST.

After Recording Return To:
Fidelity Abstract & Title Co.
829 Jefferson St.
Kerrville, TX 78028

GP# 030127F

FILED BY:
FIDELITY ABSTRACT AND TITLE CO.

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EXHIBIT "A"

Lots 10 and 20, Block 6, of Oak Heights Addition, a subdivision of Kerr County, Texas,
according to the plat of said subdivision of record in Volume 2, Page 62, Plat Records,
Kerr County, Texas.

Provisions herein which restrict the sale, rental or use of the described property
because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in the Plat 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

FEB 20 2003

*Jeanne Lipes*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Recd Property*
VOL 1249 PG 272
RECORDING DATE

FEB 20 2003

*Jeanne Lipes*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

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