

JAPONICA HILLS

RESTRICTIONS

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

OTHER EXCEPTIONS

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

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VOL. 214 PAGE 151

STATE OF TEXAS I

COUNTY OF KERR I

RESTRICTIONS AND EASEMENTS FOR

JAPONICA HILLS, a subdivision in
Kerr County, Texas

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

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

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

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

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

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

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

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

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

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

ADOPTED this 8th day of May, 1978.

DEVELOPER:

CAMP LA JUNTA INC.

BY:

LAWRENCE L. GRAHAM
Executive Vice President

ATTEST:

JUDITH EAE GRAHAM
Secretary

BY:

LEON M. TREIBER

THE STATE OF TEXAS }
COUNTY OF KERR }

VOL. 214 PAGE 153

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

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

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

THE STATE OF TEXAS }
COUNTY OF KERR }

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

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

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

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

By *Marian Scherer* Deputy

1364

STATE OF TEXAS |
COUNTY OF KERR |

VOL 291 PAGE 289

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There will be an annual meeting of property owners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS OUR HANDS on the respective dates shown below:

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Date	Tract No.	Address	Signature of Owner(s)
2-18-84	5	Box 271, Rockport, Tx 78382	<i>[Signature]</i>
✓	✓	✓	Jane Mosier
2-18-84	7	10417 Moorberry Houston TX	Donald E. Kurney
2-18-84	6	P.O. Box 466	Thomas A. Kurney
2/18/84	6	P.O. Box 466	Thomas L. Kurney
2/18/81	8	3510 Wilton Way, Houston, Tx 77055	John L. Kurney
2/18/84	8	- - - - -	John L. Kurney
2/18/84	3	Box 398 Hunt, TX	Betty Kirk Farris
2/18/84	9	Box 427 Hunt, Tex.	Edgar H. Massey
2-18-84	4-5-6	Box 136 Hunt, Tx.	Sam J. Grah
2/18/84	5	503 Blacksta Houston 77079	Stephen J. Korman
2/18/81	5	- - - - -	Di Korman
2/18/84	4-5-6	P.O. Box 342 Ingram, Tex	Donald L. Lichte
2/18/84	4-5-6	P.O. Box 342 Ingram, Texas	Leon M. Lichte
2/18/84	3	Box 398 Hunt 78024	Charles J. Farris
2/18/84	9	P.O. Box 427, Hunt	E. J. Massey
2-21-84	6	P.O. Box 376 Hunt, Tex.	Deborah Zabala
2-21-84	6	P.O. Box 376 Hunt, Tex.	David Zabala
2-21-84	1	P.O. Box 174 Hunt, Tx	Helen A. Flansport
2/21/84	1	P.O. Box 174 Hunt Tx	Henry B. Flansport

STATE OF TEXAS

COUNTY OF KERR I

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

Robert Massee
Tina Massee
Donald E. Kenney
Thomas A. Sweeney
John L. Sweeney
Jeanne B. Landolt
David D. Landolt
Betty Kirk Fritts
Floric Massey
Larry L. Graham
Barbara V. Glaman
Heine Glaman
Dora G. Treiber
Leon M. Treiber
Charles T. Fritts
L. T. Massey

whose names are subscribed to the foregoing instrument and acknowledged to me
that they executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for Kerr County, Texas
My commission expires 3-31-85
Roxey Vee Sweet

Roxey Vee Sweet 3-31-84

STATE OF TEXAS |
COUNTY OF KERR |

VOL 291 PAGE 296

BEFORE ME, the undersigned authority, on this day, personally appeared Helen A. and Wayne B. Davenport known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of Feb., 1984.

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

STATE OF TEXAS |
COUNTY OF KERR |

BEFORE ME, the undersigned authority, on this day, personally appeared Deborah and David T. Tink known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of Feb., 1984.

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

#1364
Amendments
to Restrictions
& Easements
Japanese Hills
The Public

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

FEB 22 1984

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

Return to:
Betty Fritts
Box 398
Hunt, Texas 78024

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

City of Edinburg 930
PATRICIA OYE
125
P.M.
County Clerk, Kerr County, Texas

STATE OF TEXAS I
COUNTY OF KERR I

7711

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

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

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

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

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

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

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

Dated this the 30 day of December, 1992

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

STATE OF TEXAS I
COUNTY OF KERR I

Before me, the undersigned authority, on this day personally appeared Charles J. Fritts and Betty K. Fritts whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of December 1992.
Filed by L. R. Hunter to.
Japonica Hills
P.O. Box 398
Hunt, TX 78024

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

RECORD Real Property
VOL 712 PG 154

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. (THE STATE OF TEXAS)

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

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

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

21 Sept 92
1:25 PM
D. J. Kirk

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

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STATE OF Florida X
COUNTY OF Okaloosa X

7712

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

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

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

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

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

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

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

Dated this the 29 day of December, 1992

William L. Kirk
WILLIAM L. KIRK
Nancy M. Kirk
NANCY M. KIRK

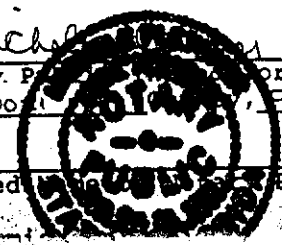
STATE OF Florida X
COUNTY OF Okaloosa X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of December, 1992.

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

Notary Public
Okaloosa, FL
Printed Name: _____
My Comm. Expires: _____



RECORD Real Property
VOL 712 PG 156

RECORDING DATE

SEP 21 1993

*Patricia Dye*
COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993

*Patricia Dye*
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF Texas I
COUNTY OF Kerr I

7713

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

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

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

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

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

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

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

Dated this the 7th day of Dec., 1992

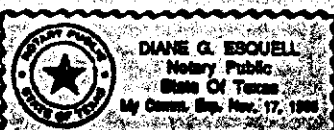
Elaine H. Massey
ELOISE H. MASSEY
C. T. MASSEY

STATE OF Texas I
COUNTY OF Kerr I

Before me, the undersigned authority, on this day personally appeared Elaine H. Massey and C. T. Massey whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of December, 1992

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



Filed by Rebecca
Japonica Hills

P.O. Box 398

My Comm. Exp. Nov. 17, 1995

RECORD Real Property
VOL 712 PG 158

RECORDING DATE

SEP 21 1993

*Patricia Rye*
COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993

*Patricia Rye*
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF Texas I
COUNTY OF Harris I

7714

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

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

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

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

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

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

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

Dated this the 17th day of December, 1992

Elsa H. Daniels
ELSA H. DANIELS

STATE OF Texas I
COUNTY OF Harris I

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

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

Filed by Return to:

Japonica Hills

P.O. Box 398

Hunt, TX 75024



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

Kathryn Evans
Printed Name of Notary Public
My Commission expires 4/1/94

RECORD Real Property
VOL 712 PG 160

RECORDING DATE

SEP 21 1993

*Patricia Dye*
COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993

*Patricia Dye*
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS X
 COUNTY OF ARANSAS X

7715

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

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

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

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

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

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

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

Dated this the 21ST day of DECEMBER, 1992.

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

STATE OF TEXAS X
 COUNTY OF ARANSAS X

Before me, the undersigned authority, on this day personally appeared R.D. MOSIER JR. and JANE B. MOSIER whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21ST day of DECEMBER, 1992.

Filed by Return

Japonica Hills
 P.A. B. 398



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

Debra Kullman
 Printed Name of Notary Public

RECORD Real Property
VOL 712 PG 162

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF Texas X
 COUNTY OF Kerr X

7716

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

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

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

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

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

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

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

Dated this the 23 day of December, 1992.

STATE OF Texas X
 COUNTY OF Kerr X

BRYANT TRUITT
SHARI TRUITT
 SHARI TRUITT

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

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

Karen Alexander
 Notary Public in and for
 County, _____

Printed Name of Notary Public

My Commission expires _____



RECORD Real Property
 VOL 712 PG 164

RECORDING DATE

SEP 21 1993



Patricia Dye
 COUNTY CLERK, KERR COUNTY

provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. (THE STATE OF TEXAS)

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

SEP 21 1993



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

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

STATE OF TEXAS X

COUNTY OF KERR X

7717

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

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

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

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

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

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

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

Dated this the 17th day of August, 1993.

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

STATE OF TEXAS X

COUNTY OF HARRIS X

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

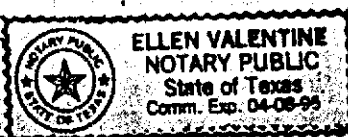
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of August, 1993.

Ellen Valentine
Notary Public in and for
Harris County, Texas

Printed Name of Notary Public

My Commission expires

Filed by Return
Japonica Hills
3-13-93



RECORD Real Property
VOL 712 PG 166

RECORDING DATE

SEP 21 1993



Patricia Bye
COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993



Patricia Bye
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS I

COUNTY OF KERR I

7718

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

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

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

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

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

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

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

Dated this the 20th Day of August, 1993.

[Signature]
G.A. SKIPPER, JR.

STATE OF TEXAS I

COUNTY OF KERR I

Before me, the undersigned authority, on this day personally appeared Ann H. Skipper and G.A. Skipper Jr. whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of August, 1993.

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

[Signature]
Printed name of Notary Public

My Commission expires 10-10-96



RECORD Real Property
VOL 712 PG 168

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS 1
COUNTY OF KERR 1
7719

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

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

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

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

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

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

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

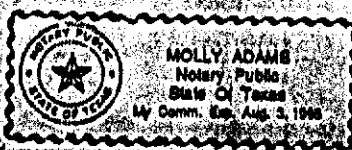
Dated this the 30 day of August, 1993

Wayne B. Davenport
Helena A. Davenport
WAYNE B. DAVENPORT
HELENA A. DAVENPORT

STATE OF TEXAS 1
COUNTY OF KERR 1

Before me, the undersigned authority, on this day personally appeared Wayne B. Davenport Helena A. Davenport whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of August, 1993



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

Filed by Rehinder
Box 398

MY COMM. EXPIRES Aug. 3, 1994

RECORD Real Property
VOL 712 PG 170

RECORDING DATE

SEP 21 1993

*Patricia Dye*

COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993

*Patricia Dye*

COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS I

COUNTY OF KERR I

7720

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

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

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

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

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

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

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

Dated this the 14 day of September, 1993.

GARY L. LEVERING

STATE OF TEXAS I

COUNTY OF HARRIS I

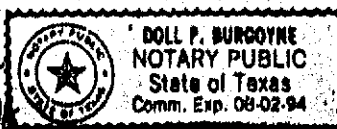
Before me, the undersigned authority, on this day personally appeared GARY L. LEVERING and _____ whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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

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

DOLL P. BURGOYNE
Printed name of Notary

My commission expires 8-2-94.



Filed by 4 Petition
Japonica Hills
P.O. Box 398

RECORD Real Property
VOL 712 PG 172

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS X
COUNTY OF KERR X

7721

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

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

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

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

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

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

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

Dated this the 10th day of December, 1992.

Lawrence L. Graham
LAWRENCE L. GRAHAM

STATE OF TEXAS X
COUNTY OF KERR X

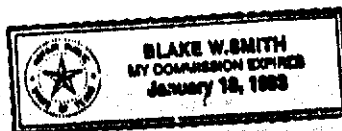
Before me, the undersigned authority, on this day personally appeared LAWRENCE L. GRAHAM and whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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

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

Printed Name of Notary Public

My Commission expires



RECORD Real Property
VOL 712 PG 174

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

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

I hereby certify that this instrument was FILED in File Number Sequence 5-156
516 and at the time stamped herein by me and was duly RECORDED in the Official
Public records of Real Property of Kerr County, Texas on

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS X

COUNTY OF KERR X

7722

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

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

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

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

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

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

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

Dated this the 29 day of July, 1993.

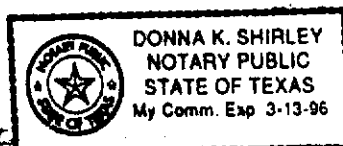
Norman Neblett
NORMAN NEBLETT

STATE OF TEXAS X

COUNTY OF KERR X

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

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



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

DONNA K. SHIRLEY
Printed Name of Notary Public

My Commission Expires 03-13-96

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

RECORD Real Property
VOL 712 PG 176

RECORDING DATE

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY

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

I hereby certify that this instrument was FILED in File Number Sequence on the 21st day of September 1993 and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

Lyndal

STATE OF TEXAS... I
COUNTY OF KERR I

7723

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

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

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

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

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

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

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

Dated this the 5 day of Aug, 1993.

Fran Kirk Rainey
Fran Kirk Rainey

STATE OF FLORIDA I
COUNTY Clay I

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

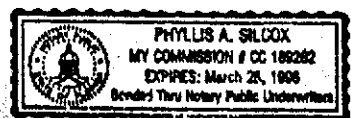
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5TH day of AUGUST, 1993.

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

Phyllis A. Silcox
Notary Public

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

Printed Name of Notary Public
My Commission expires _____.



RECORD Real Property
 VOL 712 PG 178

RECORDING DATE

SEP 21 1993



Patricia Dye
 COUNTY CLERK, KERR COUNTY

, provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
 ME STATE OF TEXAS)
 COUNTY OF KERR)

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

SEP 21 1993



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

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

STATE OF TEXAS 1

COUNTY OF KERR 1

7724

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

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

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

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

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

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

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

Dated this the ____ day of _____, 1993.

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

STATE OF TEXAS 1

COUNTY OF KERR 1

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4th day of

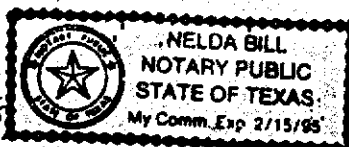
August, 1993.

Nelda Bill
Notary Public in and for
Kerr County, Texas

Printed name of Notary Public

My Commission expires _____

Filed by
Return to
Japonica Hills
P.O. Box 398
Wichita, TX 778024



RECORD Real Property
VOL 712 PG 180

RECORDING DATE

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY

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

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

SEP 21 1993



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

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

STATE OF TEXAS I
COUNTY OF KERR I

7725

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

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

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

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

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

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

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

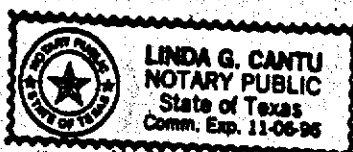
Dated this the 31 day of DECEMBER, 1992.

Henry Glammann
Barbara V. Glammann
HENRY GLAMMANN
BARBARA V. GLAMMANN

STATE OF TEXAS I
COUNTY OF KERR I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of December, 1992.



Linda G. Cantu
Notary Public in and for
Kerr County, Texas

Printed Name of Notary Public

My Commission expires 11-6-96

Japonica Hills
P.O. Box 398

RECORD Real Property
VOL 712 PG 182

RECORDING DATE

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY

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

I hereby certify that this instrument was FILED in File Number Sequence 1-110
193 and at the time stamped herein by me and was duly RECORDED in the Official
Public records of Real Property of Kerr County, Texas on

SEP 21 1993



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

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

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

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

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

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

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

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

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

I

DEFINITIONS

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

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

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

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

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

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

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

II

MEMBERSHIP

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

III

OWNERS COMMITTEE

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

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

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

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

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

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

IV

POWERS AND DUTIES OF THE JAPONICA HILLS PROPERTY OWNERS COMMITTEE

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

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

VOTING RIGHTS

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

VI

ARCHITECTURAL CONTROL

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

LAND USE AND BUILDING TYPE

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

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

VIII

USE RESTRICTIONS

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

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

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

WATER RIGHTS

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

X

MAINTENANCE ASSESSMENTS

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

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

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

XI

ENFORCEMENT

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

XII

GRANDFATHER CLAUSE

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

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

XIII

TERM

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

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

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

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

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

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

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

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

RECORD Real Property
VOL. 954 PG 12
RECORDING DATE

JUN 04 1998



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

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

JUN 04 1998



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

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

JUN 3 1998

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

\$58.75
5
1

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

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

SIGNATURE PAGE

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

2 16.65
Lot Number Acres

Adrian Skutt
Signature

SHARI TRUITT
Name

[Signature]
Signature

FRYAN TRUITT
Name

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

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



Juance Grona
Notary Public, State of Texas

SIGNATURE PAGE

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

Lot 11
Lot Owned
6.54 ACRES

Norman M. Neblett
Signature

Norman M. Neblett
Name

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

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



Carol Welch

Notary Public, State of Texas

SIGNATURE PAGE

Vol 0954 PAGE 030

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

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

William L. Kirk Nancy M. Kirk
Signature

WILLIAM L KIRK
Name

NANCY M KIRK

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

This instrument was acknowledged before me this 24TH day
of APRIL 1998, by WILLIAM L KIRK AND

NANCY M KIRK WHO HAS PRODUCED FLORIDA DRIVERS LICENSE AS IDENTIFICATION

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



SIGNATURE PAGE

VOL 0954 PAGE 031

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

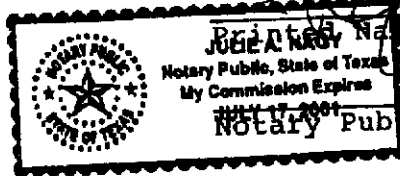
#4 and #5 17.76 AC.
Lot Number

Charles J. Fritts
Signature

Charles J. Fritts

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

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



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

Betty Kirk Fritts
Signature

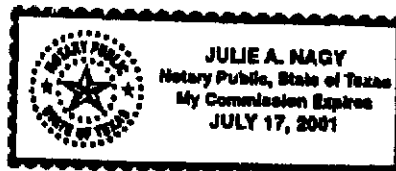
Betty Kirk Fritts

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

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

Julie A. Nagy
Printed Name

Notary Public, State of Texas



SIGNATURE PAGE

VOL 0954 PAGE 032

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

6 23.37
Lot Number Acres

[Signature]
Signature

Robert W. Holliday
Name

[Signature]
Signature

Joanne P. Holliday
Name

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

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

Me Janick Rodgers

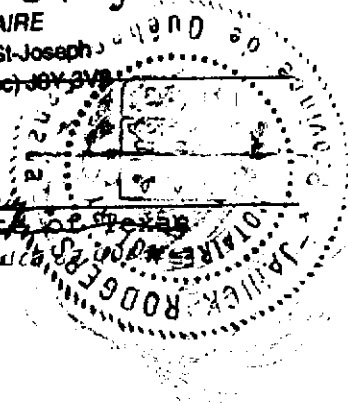
NOTAIRE

37, boul. St-Joseph

Montreal (Quebec) H3Y 2V8

[Signature]
Notary Public, State of Texas

PROVINCE OF



SIGNATURE PAGE

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

15 4.72
 Lot Number Acres

Rainer Kuenzel
 Signature

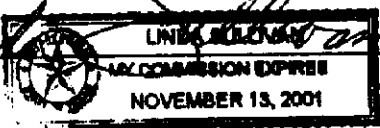
Rainer Kuenzel
 Name

Monika Kuenzel
 Signature

Monika Kuenzel
 Name

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

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

[Signature]


Notary Public, State of Texas

SIGNATURE PAGE

VOL 0954 PAGE 034

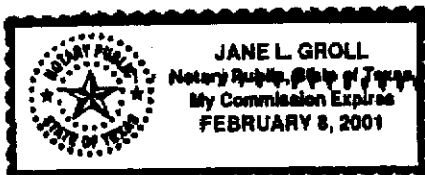
This Amended and Restated Declaration is executed by the undersigned Owner on this 24 day of April, 1998.

#18 9.59 ACRES Eloise H. Massey
Lot Owned Signature

Eloise H. Massey
Name

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

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



Jane L. Groll

Jane L. Groll
Notary Public, State of Texas

SIGNATURE PAGE

WOL 0954 PAGE 035

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

19 4.69
Lot Number Acres

D.E. Bidell
Signature

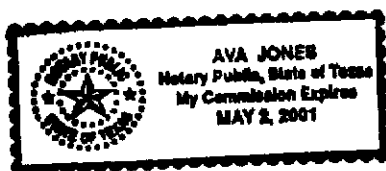
D.E. BIDELL
Name

Cherie Anne Bidell
Signature

CHERIE ANNE BIDELL
Name

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

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



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

VOL 0954 PAGE 036

8	9.85
Lot Number	Acres

Signature

SUZANNE B. HARTMAN

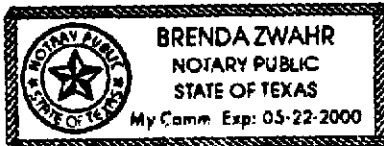
Name

Signature

Name

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

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



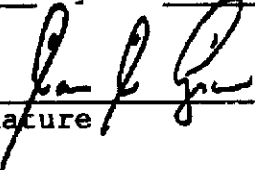
Notary Public, State of Texas

SIGNATURE PAGE

VOL 0954 PAGE 037

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

#145 #21 9.08 ACRES
Lot Owned

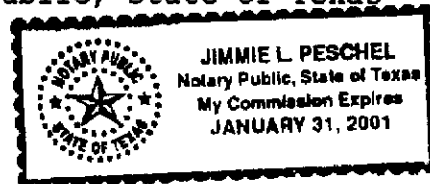

Signature
LAWRENCE L. GRAHAM
Name

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

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



Notary Public, State of Texas



SIGNATURE PAGE

VOL 0954 PAGE 038

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

#7	5.57
Lot Number	Acres

Signature E. J. Lambert

E. J. LAMBERT
Name

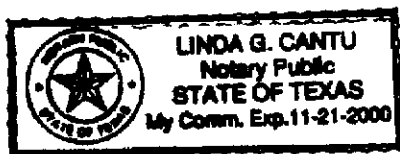
Signature

Name _____

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

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

Linda B. Carter



Notary Public, State of Texas

SIGNATURE PAGE

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

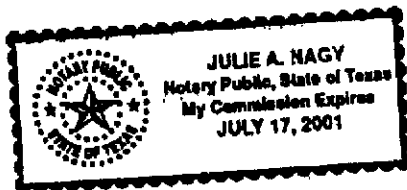
Lots 12 and 13 10.57 ACRES
Lot(s) Owned

Signature

Name

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

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



[Signature]
Notary in and for the County of Kerr

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

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

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

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

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

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

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

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

37.50 5-1

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

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

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

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

APR 18 2001



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

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

APR 18 2001

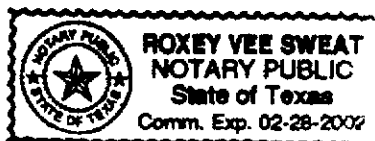


Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

WITNESS MY/OUR HANDS(s):

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

BEFORE ME, the undersigned authority, on this day

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

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

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

APR 17 2001

JANNETT PIERCE
County Clerk, Kerr County, Texas
Cheyl Thompson

WITNESS MY/OUR HANDS(s):

DATE: 4-6-01

SIGNATURE: [Signature]

Bryant D. Truitt

LOT NO(s): 2

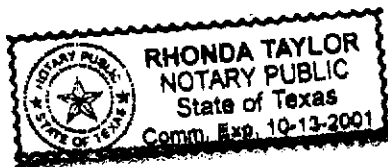
[Signature]
Shari T. Truitt

STATE OF TEXAS X
 X
 X
COUNTY OF Here X

BEFORE ME, the undersigned authority, on this day

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

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



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

Rhonda Taylor
Printed name of Notary

My Commission expires 10-13-2001

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

WITNESS MY/OUR HANDS(s):

DATE: 4/3/01

SIGNATURE: Charles J. Fritts
Charles J. Fritts

LOT NO(s): 4 & 5

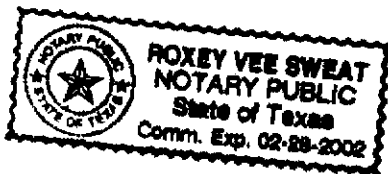
Betty K. Fritts
Betty K. Fritts

STATE OF TEXAS X
 X
 X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

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

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



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

Roxey Vee Sweat
Printed name of Notary

My Commission expires 2-28-02

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

WITNESS MY/OUR HANDS(s):

DATE: 4/4/01

SIGNATURE E. J. Lambert
E. J. Lambert

LOT NO(s): 7

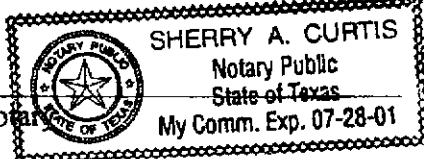
STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

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

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

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

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

My Commission expires _____

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

WITNESS MY/OUR HANDS(s):

DATE: April 2, 2001

LOT NO(s): 9

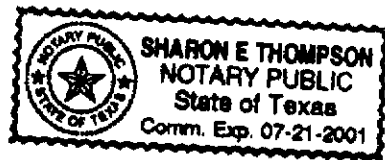
SIGNATURE: George Skipper
George Skipper
Ann Skipper
Ann Skipper

STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

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

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



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

Sharon E Thompson
Printed name of Notary

My Commission expires 07-21-2001

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

WITNESS MY/OUR HANDS(s):

DATE: _____

SIGNATURE: *Norman Neblett*
Norman Neblett

LOT NO(s): 11

STATE OF TEXAS X
 X
 X
COUNTY OF _____X

BEFORE ME, the undersigned authority, on this day

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

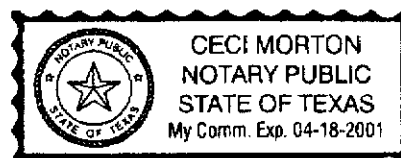
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of April, 2001

Ceci Morton
Notary Public in and for KERR County, Texas

CECI MORTON
Printed name of Notary

My Commission expires 4-18-2001

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



WITNESS MY/OUR HANDS(s):

DATE: 4/3/01

SIGNATURE: Jo Sweeney
Jo Sweeney

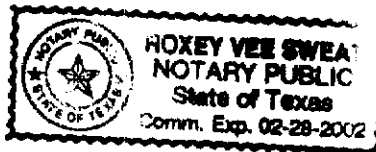
LOT NO(s): 12 & 13

STATE OF TEXAS X
 X
 X
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

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

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



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

Roxey Vee Sweat
Printed name of Notary

My Commission expires 2-28-02

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

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

WITNESS MY/OUR HANDS:

DATE: 4-13-01

SIGNATURE: Rick Shann

LOT NO 14A

STATE OF MICHIGAN X

X

X

COUNTY OF Kalamazoo X

Before me, the undersigned authority, on this day

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

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

Darlene K. McKenzie
Notary Public in and for VanBuren county, Michigan

DARLENE K. MCKENZIE
Notary Public, Van Buren County, MI
Acting in Kalamazoo County, MI
My Commission Expires Sept. 21, 2001
Printed name of Notary

My commission expires _____

WITNESS MY/OUR HANDS(s):

DATE: 4-10-01

LOT NO(s): 15

SIGNATURE:

Rainer Kuenzel

Monika Kuenzel

STATE OF TEXAS X

X

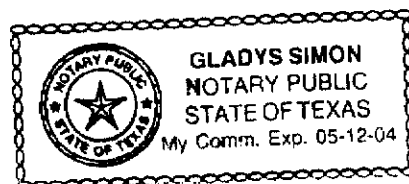
X

COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

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

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



Gladys Simon
Notary Public in and for Kerr County, Texas

Gladys Simon
Printed name of Notary

My Commission expires 5-12-04

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

WITNESS MY/OUR HANDS(s):

DATE: 4-10-01

LOT NO(s): 16

SIGNATURE: Patrick Pollan
Patrick Pollan

Patti Pollan
Patti Pollan

STATE OF TEXAS X
 X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day

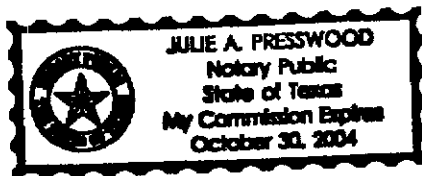
personally appeared Patrick & Patti Pollan
known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the consideration therein expressed.

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

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

JULIE A. PRESSWOOD
Printed name of Notary

My Commission expires 10/30/04



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

WITNESS MY/OUR HANDS(s):

DATE: 4-2-01

SIGNATURE: Eloise H. Massey
Eloise Massey

LOT NO(s): 18


STATE OF TEXAS X
 X
 X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day

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

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

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

Printed name of Notary  KELLY C. GORDON
MY COMMISSION EXPIRES
June 21, 2004

My Commission expires _____

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

WITNESS MY/OUR HANDS(s):

DATE: 4/2/01

LOT NO(s): 19

SIGNATURE: Donald Bidell

Donald Bidell

Cherie Bidell

Cherie Bidell

STATE OF TEXAS X

X

X

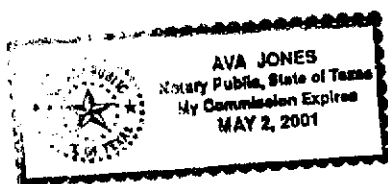
COUNTY OF Kerr X

BEFORE ME, the undersigned authority, on this day

personally appeared Donald & Cherie Bidell

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

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



Ava Jones

Notary Public in and for Kerr County, Texas

AVA JONES

Printed name of Notary

My Commission expires May 2, 2001

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

WITNESS MY/OUR HANDS(s):

DATE: 4/9/01

LOT NO(s): 20

SIGNATURE: Ron Carbaugh
Ron Carbaugh

Chris Carbaugh
Chris Carbaugh

STATE OF TEXAS X
 X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day

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

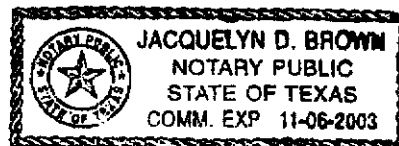
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2001

Jacquelyn D. Brown
Notary Public in and for Harris County, Texas

JACQUELYN D. BROWN
Printed name of Notary

My Commission expires 11/6/03

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



WITNESS MY/OUR HANDS(s):

DATE: 3/20/01

LOT NO(s): 22

SIGNATURE:

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

STATE OF TEXAS X

X

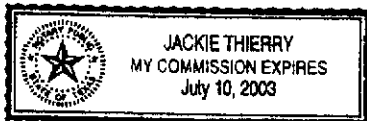
X

COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day

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

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



Jackie Thierry
Notary Public in and for Harris County, Texas

JACKIE Thierry
Printed name of Notary

My Commission expires 7-10-03

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

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

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

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

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

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

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

ARTICLE I

PURPOSE

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

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

ARTICLE II

DEFINITIONS

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

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

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

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

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

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

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

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

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

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

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

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

ARTICLE V

OWNERS COMMITTEE

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

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

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

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

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

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

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

ARTICLE VI

POWERS AND DUTIES OF THE JAPONICA HILLS OWNERS COMMITTEE

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

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

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

VII

ARCHITECTURAL CONTROL

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

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

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

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

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

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

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

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

VIII.

RESTRICTIVE COVENANTS FOR USE OF LOTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX

WATER SUPPLY

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

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

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

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

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

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

ARTICLE X

ENFORCEMENT

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

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

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

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

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

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

XI

GRANDFATHER CLAUSE

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

XII

TERM

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

XIII

GENERAL PROVISIONS

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

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

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

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

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

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

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

OWNERS:

Delmar Hiller
Sherry Hiller

PRINTED Name(s)

DELMAR HILLER
SHERRY HILLER

Lot Owned: Lot 14A,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Sherril Lee Gerami

Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Sherril Lee Gerami

Notary Public, State of Texas

PLEASE RETURN TO:

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

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

OWNERS:

Jack H. Parks
Janet C. Parks

PRINTED Name(s)

Jack H. Parks
Janet C. Parks

Lot Owned: Lot 7,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Sherril Lee Gerami

Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Sherril Lee Gerami

Notary Public, State of Texas

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

OWNERS:

G.A. Skipper Jr.
Ann H Skipper

PRINTED Name(s)

G.A. Skipper Jr.
Ann H Skipper

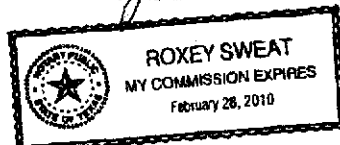
Lot Owned: Lot 9.

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr :

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

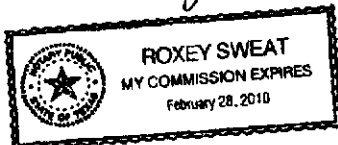


Roxey Sweat
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr :

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



Roxey Sweat
Notary Public, State of Texas

VOL. 1723 PAGE 0021

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

OWNERS:

William J. Murphy
Sharon S. Murphy

PRINTED Name(s)

William J. Murphy
Sharon S. Murphy

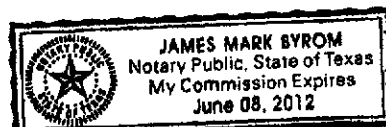
Lot Owned: Lot 20A,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this the 2ND day
of FEBRUARY, 2009, by James Mark Byrom William J. Murphy

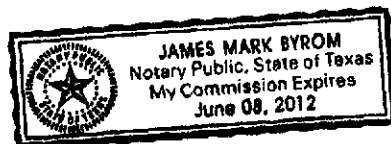


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this the 2ND day
of FEBRUARY, 2009, by James Mark Byrom Sharon S. Murphy



[Signature]
Notary Public, State of Texas

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

OWNERS:

Christine Gordon

PRINTED Name(s)

CHRISTINE GORDON

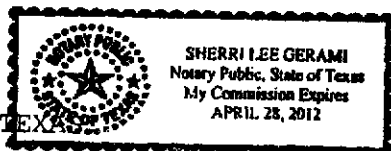
Lot Owned: Lot 18,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Sherril Lee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS:
COUNTY OF _____:

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

Notary Public, State of Texas

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

OWNERS:

BETTY K. FRITTS

PRINTED Name(s)

Betty K. Fritts

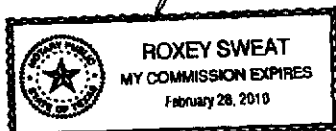
Lot Owned: Lot #5,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Roxey Sweat
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF _____:

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

Notary Public, State of Texas

SIGNATURE PAGE TO

VOL. 1723 PAGE 0024

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

OWNERS:

PRINTED Name(s)

PATRICIA L. ATKINSON

JERRY L. ATKINSON

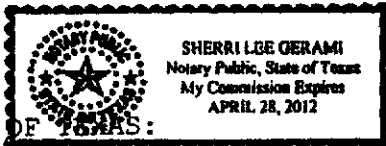
Lot Owned: Lot 13.

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Notary Public, State of Texas

Notary Public, State of Texas

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

OWNERS:

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

Lot Owned: Lot 18,
Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Sherril Lee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF _____:

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

Notary Public, State of Texas

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

OWNERS:

Harry C. Portwood
Laura S. Portwood

PRINTED Name(s)

HARRY C. PORTWOOD
LAURA S. PORTWOOD

Lot Owned: Lot 19,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Sherril Lee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Kerr:

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



Sherril Lee Gerami
Notary Public, State of Texas

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

OWNERS:

NORMAN Neblett
Norman W. Neblett

PRINTED Name(s)

NORMAN Neblett

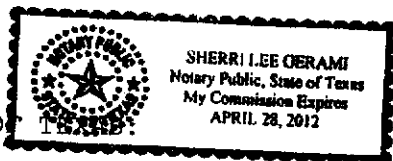
Lot Owned: Lot 1121.

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr :

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



Sherril Lee Cerami
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF _____ :

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

Notary Public, State of Texas

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

OWNERS:

[Signature]
A. J. TRUITT

PRINTED Name(s)

B. D. TRUITT
S. T. TRUITT

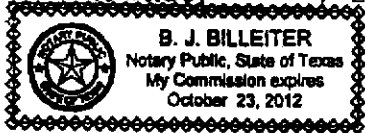
Lot Owned: Lot _____,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF KERR:

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

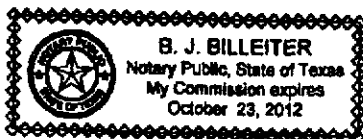


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF KERR:

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



[Signature]
Notary Public, State of Texas

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

OWNERS:

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

PRINTED Name(s)

Pamela J Blommers

Pamela J Blommers

Lot Owned: Lot 28

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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

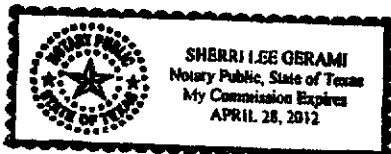


Sherril Lee Gerami
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF Kerr:

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



Sherril Lee Gerami
Notary Public, State of Texas

SIGNATURE PAGE TO

VOL. 1723 PAGE 0030

FIRST AMENDMENT TO AMENDED AND RESTATED

RESTRICTIONS AND EASEMENTS FOR JAPONICA HILLS

A SUBDIVISION IN KERR COUNTY, TEXAS

OWNERS:

Don H Townsend
Connie F. Townsend

PRINTED Name(s)

DON H. TOWNSEND
CONNIE F. TOWNSEND

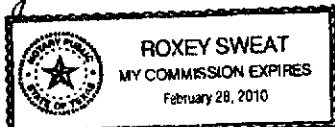
Lot Owned: Lot 1,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF KERR:

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

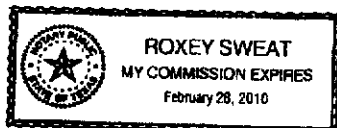


Roxey Sweat
Notary Public, State of Texas

THE STATE OF TEXAS:

COUNTY OF KERR:

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



Roxey Sweat
Notary Public, State of Texas

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

OWNERS:

Rainer Kuenzel
Monika Kuenzel

PRINTED Name(s)

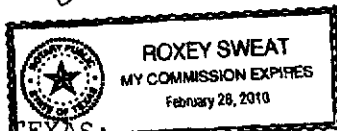
Rainer Kuenzel
Monika Kuenzel

Lot Owned: Lot 15,

Japonica Hills Subdivision.

THE STATE OF TEXAS: RS
COUNTY OF Kerr:

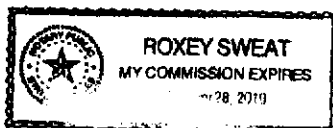
This instrument was acknowledged before me on this the 29th day
of January, 2009, by Rainer Kuenzel.



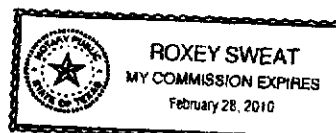
Roxey Sweat
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Kerr:

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



Roxey Sweat
Notary Public, State of Texas



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

OWNERS:

STUART N. BESSEY
[Signature]

PRINTED Name(s)

STUART N. BESSEY
[Signature]

Lot Owned: Lot 17#,

Japonica Hills Subdivision.

THE STATE OF TEXAS:

COUNTY OF Kerr:

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

Rose M. Robbins

Notary Public, State of Texas

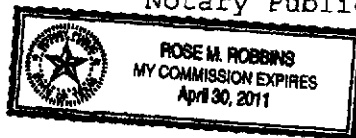
THE STATE OF TEXAS:

COUNTY OF Kerr:

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

Rose M. Robbins

Notary Public, State of Texas



VOL. 1723 PAGE 0033

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

OWNERS:

Neill T. Master III

PRINTED Name(s)

NEILL T. MASTERSON III

Lot Owned: Lot 14,

Japonica Hills Subdivision.

THE STATE OF ~~TEXAS~~:

COUNTY OF _____:

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

Notary Public, State of Texas

THE STATE OF ~~TEXAS~~:

COUNTY OF _____:

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

Notary Public, State of Texas

See attachment

S. Kadin 2/9/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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

Recorder's note
Recorded as
Filed

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



MAR 11 2009

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

Jannet Propper, Kerr County Clerk

By Sandra Hull Deputy