

HARPER VILLAGE

(Category: RESTRICTIONS)

Volume 191, Page 777, Deed Records of Kerr County, Texas; Volume 344, Page 530, Real Property 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.

HARPER VILLAGE

(Category: Subdivisions)

- a. Easements affecting the Common Area as per the Plat recorded in Volume 4, Page 67, Plat Records of Kerr County, Texas.
- b. Easements reserved in the Restrictions recorded in Volume 191, Page 777, Deed Records of Kerr County, Texas.
- c. Annual assessments and/or current maintenance charges as set forth in instrument dated October 27, 1976, recorded in Volume 191, Page 777, Deed Records of Kerr County, Texas.
- d. Any visible and/or apparent roadways or easements over or across the subject property.
- e. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

764937

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
HARPER VILLAGE

VOL 191 PAGE 777

This Declaration, made on the date last set forth below by KERRCO, INC., a Texas corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:

All that certain tract or parcel of land being a 5.988 acre tract of land, more or less, out of the NW 1/3 of the Walter Fosgate Survey No. 120, Abstract 138, Kerr County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the SW line of West Main Street, said point being the point of intersection of the SE line of the NW 1/3 of said Walter Fosgate Survey No. 120 with the SW line of 50' wide West Main Street; and the most easterly corner of this tract;

THENCE parallel to the centerline of West Main Street, N. 45 deg. 00 min. W., a distance of 59.50 feet to a point for the P.C. of a curve to the left;

THENCE continuing parallel to centerline of West Main Street with said curve to the left, having a radius of 168.18 feet, and an interior angle 50 deg. 30 min. 00 sec. a distance of 148.23 feet to a point for the P.T. of this curve;

THENCE continuing parallel to the centerline of West Main Street, S. 84 deg. 30 min. W., a distance of 25.70 feet to a point for the P.C. of a curve to the right;

THENCE continuing parallel to the centerline of West Main Street with said curve to the right having a radius of 171.20 feet to a point for the P.T. of this curve;

THENCE continuing parallel to the centerline of West Main Street, N. 20 deg. 13 min. W., a distance of 114.33 feet to a point;

THENCE S. 89 deg. 13 min. W., a distance of 62.00 feet to a point in the East line of 80' wide Harper Road (FM 783);

THENCE with East line of Harper Road, S. 6 deg. 30 min. W., a distance of 275.18 feet to a point for the P.C. of a curve to the right;

THENCE continuing along the easterly R.O.W. of Harper Road with said curve to the right having a radius of 613.00 feet and an interior angle of 38 deg. 13 min. 00 sec. a distance of 408.87 feet to a point for the P.T. of this curve;

THENCE continuing with the easterly line of Harper Road S. 44 deg. 43 min. W., a distance of 95.19 feet to a point for the most westerly corner of this tract;

THENCE S. 45 deg. 00 min. E., a distance of 251.50 feet to a point in the SE line of the NW 1/3 of the said Walter Fosgate Survey No. 120 for most southerly corner of this tract;

THENCE with the said SE line of the NW 1/3 of Walter Fosgate Survey No. 120, N. 45 deg. 00 min. E., a distance of 813.20 feet to the PLACE OF BEGINNING and containing 5.988 acres of land, more or less, (hereinafter referred to as the "property"), and being the identical tract of land described in Warranty Deed dated December 17, 1974, executed by W. M. Averill, Jr., et al., conveying the above described property to KERRCO, INC., said Deed being recorded in Volume 176, at page 745, Deed Records, Kerr County, Texas, and further being the identical property depicted on that certain plat of record in Volume at page , Plat Records, Kerr County, Texas, as Harper Village, a subdivision in Kerr County, Texas, to which instrument and the record thereof reference is here made for all purposes.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants, conditions and rights, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

1.1 - "Association" means Harper Village Homeowners Association, a non-profit association, its successors and assigns, the membership of which shall automatically be comprised of each owner of a lot in the subdivision property.

1.2 - "Owner" means the record title owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the property.

1.3 - "Property" means the above described real property.

1.4 - "Common Area" means that portion of the property which bears the designation, "common area", on the plat of the property recorded in the Plat Records of Kerr County, Texas.

1.5 - "Lot" means any plot of land denominated by a lot number and shown upon any recorded subdivision map or plat of the property, excepting only the common area and streets.

1.6 - "Declarant" means Kerrco, Inc., and its successors and assigns.

1.7 - "Member" means each person or entity who holds membership in the Association.

1.8 - "Declaration" means this Declaration of Covenants, Conditions and Restrictions and any amendment or supplement thereto.

ARTICLE TWO
PROPERTY RIGHTS

VOL 191 PAGE 779

2.1 - Owner's Interest and Easements of Enjoyment in the Common Area - Every owner shall have the right and easement of using and enjoying all of the common area in a manner complying with the rules of the Association together with an undivided interest in and to the fee simple title to the common area, subject to existing encumbrances, such undivided interest to be in the same proportion as the number of lots owned by the owner bears to the total number of lots in the property, and such respective rights, easements, and interests in and to the common area shall be appurtenant to and shall pass with conveyance of title to each such respective lot.

ARTICLE THREE
ORGANIZATION OF ASSOCIATION

3.1 - Membership - Every owner of a lot which is subject to assessment and Declarant, while required to be a member hereunder, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

3.2 - Voting - The Association shall have two classes of voting membership:

Class A - Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B - The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned.

3.3 - Officers and Meetings - Officers of the Association shall be a President, Secretary, and Treasurer, (originally elected by majority vote at an organizational meeting of the Association) who shall be elected by majority of the votes cast by the members at an annual meeting of the membership to be held in January of each calendar year, and who shall comprise a Board of Managers, at which time an annual assessment shall also be set for assessments due during that calendar year.

3.4 - Amendments - Any variation in the organization or operation of the Association from the rules and procedures set forth herein shall only be upon approval of such variation by 80% of the eligible votes cast by the lot owners present and voting, or absent but voting by proxy as authorized hereinafter.

ARTICLE FOUR
MAINTENANCE ASSESSMENT

4.1 - Maximum Assessment - Each lot owner, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association an annual assessment (herein "the assessment") for: maintenance and/or improvement of the common area, ad valorem real property taxes or other assessments levied by any taxing agency assessed against the common area, and public liability insurance for the common area. The assessment shall be equal to the total cost of

the expenses enumerated in the preceding sentence for one calendar year divided by the total number of lots in the property. Such assessment shall be due and payable in advance annually no later than the 10th of the month following the giving of notice of the amount of such assessment to the lot owner. All of the above expenses shall be paid by the Harper Village Homeowners' Association.

4.2 - Purpose of Assessment - The assessments levied by the Association shall be used only for the purposes and expenses stated in Paragraph 4.1 immediately preceding, and to promote and maintain the common area as a scenic and attractive environment for all the residents in the property. The assessment may not be used for purposes other than as stated herein, except upon approval of 90% of the votes cast at a membership meeting called pursuant to written notice of such meeting and purpose 30 days prior to such meeting.

4.3 - Assessment Fund - Assessments shall be maintained in a separate fund and used only for the purposes stated herein. Any interest earned by such fund shall accrue to the fund and not to the lot owners.

4.4 - Quorum - No business shall be transacted at any membership meeting unless owners holding 60% of the total votes possible shall be present. Proxies shall be permitted if in writing, signed by the lot owner, and such signature is duly acknowledged before a Notary Public, and such proxy is delivered to the Secretary of the Association prior to any exercise of such proxy. No proxy shall be valid for more than 60 consecutive days.

4.5 - Date of Commencement of Annual Assessments: Due Dates - The annual assessments provided for herein shall commence as to each lot on the same day as the conveyance of such lot to the owner and shall be paid annually in advance. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year as to each such lot. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish written evidence signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid for the period of time therein stated.

4.6 - Effect of NonPayment of Assessment - Remedies of the Association - Any assessment which is not paid by the 10th of the month following issuance of notice to the owner that the assessment is due shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, and interest, costs, court costs, and reasonable attorney's fees not less than \$250.00 incurred in connection with any such action shall be added to the amount of such assessment. Each such owner by his acceptance of a deed to a lot, hereby expressly vests in Harper Village Homeowners Association, or its agents, the right and power to bring all actions against the owner personally for the collection of such charges as a debt and to enforce any judgment incurred thereby by all methods available for the enforcement of such liens. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of a common area or abandonment or transfer of his lot. Non-payment of the assessment by a lot owner shall cause such lot owner to forfeit the voting rights as to matters concerning the Harper Village Homeowners Association, and also to forfeit the rights and privileges of using the common area so long as such assessment shall remain unpaid.

4.7 - Subordination of Lien to Mortgages - Any judgment lien obtained due to nonpayment of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, trustee's sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or its owner from liability for any assessments thereafter becoming due or from the lien thereof.

4.8 - Exempt Property - All properties which may be dedicated to, and accepted by, a local public authority, and the common area, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

4.9 - Management Agreement - Each owner of a lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled, prior to the expiration of said agreement, by an affirmative vote of ninety percent (90%) of the votes of each class of the members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Managers of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Managers to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate with the management of a project of this general type.

ARTICLE FIVE

PARTY WALLS

5.1 - General Rules of Law to Apply - Each wall constructed on the dividing line between the lots or which serves as a common wall to one or more dwellings situated on separate lots, shall constitute a party wall, and to the extent not consistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

5.2 - Sharing of Repair and Maintenance - The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.

5.3 - Destruction by Fire or Other Casualty - If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

5.4 - Right to Contribution Runs with Land - The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

5.5 - Arbitration - In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party or lot owner concerned shall choose one arbitrator,

and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Managers of the Association shall select an arbitrator for the refusing party, and such arbitrator's decision shall be final.

ARTICLE SIX

RESTRICTIONS

6.1 - Residential Use Only - New Construction - Said property is hereby restricted to residential dwellings for residential use. Only one dwelling for a single family shall be permitted on any one lot. All buildings or structures erected upon said property shall be of new construction and no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures other than residential dwellings or buildings, or single family residences joined together by a common exterior roof and foundation, shall be constructed. No detached structures of a temporary character, nor any trailer, mobile home, tent, shack, barn or other outbuildings shall be erected, placed, or used on any portion of said property at any time either temporarily or permanently for any purpose.

6.2 - Separate Lots - Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

6.3 - Development Use - Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or any builder of said dwellings to maintain during the period of construction and sale of said dwellings, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction or sale of said dwellings, including, but without limitation, a business office, storage area, signs, model units, and sales office, whether the same be of a temporary or permanent character.

6.4 - Animals - No animals except small domestic household pets shall be kept on the property and in no event shall such pets be kept for any commercial purpose.

6.5 - Signs and Use - No advertising signs (except one of not more than three (3) square feet "For Rent" or "For Sale" sign per lot) shall be erected, placed or permitted to remain on said property, except by Declarant; nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any dwelling or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said property; provided, however, the foregoing covenant shall not apply to business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents or assigns, during the construction and sale period, and of Harper Village Homeowners Association, and its successors and assigns, in furtherance of its powers and purposes.

6.6 - External Appearance - All clothes lines, equipment, garbage cans, service yards, wood piles, or storage piles, shall be placed in the garage or storage areas of each lot or shall be kept screened by adequate planting or fence areas of each dwelling or shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences or streets.

All garbage, rubbish and trash shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

6.7 - External Lot Use - Except in the individual patio areas appurtenant to a residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved in accordance with provisions herein for architectural control. Except for the right of ingress and egress, the owners of lots are hereby prohibited and restricted from using any of said properties outside the exterior building lines, patio and carport or garage areas, except as may be allowed by the Association's Board of Managers. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of lots in Harper Village and is necessary for the protection of said owners.

6.8 - External Maintenance - Maintenance, upkeep and repairs of any patios, screen and screen doors, exterior doors and window fixtures, and other hardware shall be the sole responsibility of the individual owner of the lot appurtenant thereto and shall not in any manner be the responsibility of the Board of Managers. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common area, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Managers or by its duly delegated representative.

6.9 Utility Maintenance - All fixtures and equipment installed in a residence, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the lot upon which such residence is situated, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

6.10 - Exterior Antennae - Without prior written approval and the authorization of the Board of Managers, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property.

6.11 - Nuisance - No lot shall be used or occupied for any noxious, offensive, or illegal activity, nor shall any activity be permitted on such lot if the same constitutes a nuisance to other lot owners.

ARTICLE SEVEN

EASEMENTS

7.1 - Encroachments - Each lot, residence thereon, and the property included in the common area shall be subject to an easement for minor encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant or the builder thereof. A valid easement for said encroachments and for the maintenance of same, so long as such improvement exists, shall remain in effect.

7.2 - Common Area - There is hereby granted an easement to all police, fire protection, ambulance and all similar vehicles and persons to enter upon private drives and common area in the

performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or cross over the common area provided for herein. Further, a blanket easement is hereby granted to any utility company or governmental agency providing water, natural gas, electrical, cablevision, or telephone service to install, erect and maintain the necessary pipes, conduit, and lines and other necessary equipment, in, on or under the common area and to affix and maintain such pipes, lines, and other necessary equipment and conduits on, above, across, and under the roofs and exterior walls of the residences. An easement is also granted to any lot owner and his heirs and assigns for the purpose of constructing, maintaining, and using a driveway connecting the garage or carport of the residence of such lot owner by the most reasonably direct route across the common area for access to, and ingress and egress from the public street. A general easement is further granted to all lot owners, their heirs and assigns and their guests to use the paved portion of the common area for motor vehicle parking purposes subject to the rules of the Association.

7.3 - Underground Electric - Underground electric service from the appropriate utility company has been requested, and in the event the same is installed, underground single phase electric service will be available to the residence on such lots, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing such service shall have an easement on such properties for the purpose of installing and maintaining such electric service on the property and to each residence. So long as such underground service is maintained, the electric service to each residence shall be uniform and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current. Easements for such underground electric service or other underground utility service of any type may be crossed by driveways and walkways provided the Declarant or builder make prior arrangements with the utility company furnishing such service. Such easements for such service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant or any utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the owner located on the land covered by said easements.

7.4 - Streets - All streets, roadways and easements for ingress and egress shown upon the plat of Harper Village are hereby dedicated to public use and the lots and common area affected thereby shall be subject thereto whether excepted to in any conveyance or not. All easements designated as utility easements on said plat are hereby dedicated to the use of any public or private utility operating in Kerr County, Texas, for the installation and maintenance and replacement of any and all utility service including but not limited to, lines, pipes and equipment for electrical, gas, water, sewer, telephone, and cablevision services.

ARTICLE EIGHT

ARCHITECTURAL CONTROL

8.1 - Reservation of Control - Declarant expressly reserves the right to approve the external design and location of any alteration or improvement without exception to be placed upon any lot or any part thereof, and no construction of any such

alteration or improvement shall commence or be permitted until:

- (a) Drawings, plans, and specifications have been submitted to the chief executive officer of Declarant or such other person as he may have designated in such detail as Declarant or Declarant's designee may require; and
- (b) Declarant or Declarant's designee shall have approved same in writing.

8.2 - Delegation of Control - Declarant may delegate such power of approval in its sole discretion to such person or persons as it may desire and any such persons shall serve and be replaced at the pleasure of Declarant.

8.3 - Failure to Act - If Declarant or Declarant's designee shall wholly fail to act either to approve or to disapprove any such plans or specifications within thirty (30) days after the date of submission thereof, then in such event no further action shall be required and the alteration or improvement may be commenced.

8.4 - Masonry - Any residence constructed on any lot shall consist of a minimum of fifty percent (50%) masonry exterior on all exterior walls (of the ground floor only of any multi-level residence).

8.5 - Living Area - The principle residential structure on any one lot shall contain a minimum of 1300 square feet (or 1500 square feet for multi-level structures) of interior living area measured to the outside of exterior walls excluding garages, porches, patios, and storerooms or other detached structures.

8.6 - Lot Lines - Any structure may be constructed on the lot lines of the lot concerned without any set back requirement subject to approval of location of such structure for architectural control purposes.

8.7 - Re-subdivision - No lot shall be re-subdivided after title to same has passed from Declarant to the initial purchaser thereof. Declarant however reserves the express right to re-subdivide lots owned by Declarant.

8.8 - Completion of Construction - All construction commenced on any lot shall be completed within one year from the time such construction was initiated.

8.9 - Termination - Declarant's power hereunder as to architectural control shall terminate as to Declarant whenever Declarant shall no longer own any lots, at which time such power shall automatically pass to the Homeowners Association.

8.10 - No Review - Declarant's actions in exercising the power of architectural control shall not be subject to review and in no event shall Declarant or Declarant's designee be subject to suit for damages in regard to such power.

8.11 - Oil, Water, Sewage, Operations - No oil drilling or development or mining of any type nor any individual water system or individual sewage disposal system be permitted on any portion of any lot, the common area, or the property in general.

8.12 - Fences - No fence, wall, or hedge shall be constructed, placed, or maintained forward of the front exterior wall line of the residence on any respective lot without the prior written approval of Declarant.

ARTICLE NINE

GENERAL PROVISIONS

VOL 191 PAGE 786

9.1 - Enforcement - The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2 - Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner effect any other provision which shall remain in full force and effect.

9.3 - Amendment - The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than eighty percent (80%) of the lots, and thereafter by an instrument signed by the owners of not less than sixty percent (60%) of the lots. Any amendment must be recorded.

9.4 - Gender and Grammar - The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, individuals, or other entities, men or women, shall in all cases be assumed as though in all cases expressed.

IN WITNESS WHEREOF, Declarant herein has hereunto set its hand and seal this 27th day of October, 1976.



ATTEST:

Edgar A. Wallace
Edgar A. Wallace,
Its Secretary

KERRCO, INC., Declarant

BY: Philip H. Furman
Philip H. Furman, President

VOL. 191 PAGE 787

The CHAS. SCHREINER BANK, Kerrville, Texas, hereby joins in these restrictions as mortgagee for the purposes of subordinating its lien to the easements and conditions and restrictions contained in this declaration.

EXECUTED this 27 day of October, 1976.

CHAS. SCHREINER BANK

BY: Raymond Barker
Raymond Barker, President

ATTEST:

Donald McCallister
Its Secretary S.R.V.P.

FILED FOR RECORD

at 12:15 o'clock P.M.

NOV 2 1976

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Wanda Hoffman Deputy

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared PHILIP H. FURMAN, President of KERRCO, INC., a Texas 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 27th day of October, 1976.

Mary B. Alden
Notary Public in and for Kerr County,
Texas.

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND BARKER, President of CHAS. SCHREINER BANK, a Texas 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 27 day of October, 1976.

Wanda Hoffman
Notary Public in and for Kerr County,
Texas.

curve;

VOL. 344 PAGE 531

THENCE continuing parallel to the centerline of West Main Street, N. 20° 13' W., a distance of 114.33 feet to a point;

THENCE S. 89° 13' W., a distance of 62.00 feet to a point in the East line of 80' wide Harper Road (FM 783);

THENCE with East line of Harper Road, S. 6° 30' W., a distance of 275.18 feet to a point for the P.C. of a curve to the right;

THENCE continuing along the easterly R.O.W. of Harper Road with said curve to the right having a radius of 613.00 feet and an interior angle of 38° 13' 00" a distance of 408.87 feet to a point for the P.T. of this curve;

THENCE continuing with the easterly line of Harper Road S. 44° 43' W., a distance of 95.19 feet to a point for the most westerly corner of this tract;

THENCE S. 45° 00' E., a distance of 251.50 feet to a point in the SE line of the NW 1/3 of the said Walter Fosgate Survey No. 120 for the most southerly corner of this tract;

THENCE with the said SE line of the NW 1/3 of Walter Fosgate Survey No. 120, N. 45° 00' E., a distance of 813.20 feet to the PLACE OF BEGINNING and containing 5.988 acres of land, more or less, being the same and identical property conveyed in Warranty Deed, dated December 17, 1974, of record in Volume 176, Page 745, Deed Records of Kerr County, Texas.

SAVE AND EXCEPT from said 5.988 acre tract of land (i) all of the platted lots of Harper Village Subdivision, as reflected by the plat and plan of said subdivision recorded in Volume 4, Page 67, Plat Records of Kerr County, Texas, to which instrument and the record thereof reference is here made for all purposes, being Lots 1 through 35, inclusive, and (ii) all dedicated streets, roadways, and easements as reflected by said Plat; and

WHEREAS Grace B. Lynch, Declarant, is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:

Lot 32 out of the Harper Village, a/k/a The Oaks, a subdivision of record in Volume 4, Page 67, Plat Records of Kerr County, Texas to which instruments and the record thereof reference is here made for all purposes; and

WHEREAS Mary S. Eckert, Declarant, is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:

Lot 1029 out of the Harper Village, a/k/a The Oaks, a subdivision of record in Volume 4, Page 67, Plat Records of Kerr County, Texas to which instruments and the record thereof reference is here made for all purposes; and

WHEREAS Eloise Branstetter, Declarant, is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:

Lot 12 out of the Harper Village, a/k/a The Oaks, a subdivision of record in Volume 4, Page 67, Plat Records of Kerr County, Texas to which instruments and the record thereof reference is here made for all purposes; and

WHEREAS John C. Eckert, Jr., Declarant, is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:

Lot 10:29 out of the Harper Village, a/k/a The Oaks, a subdivision of record in Volume 4, Page 67, Plat Records of Kerr County, Texas to which instruments and the record thereof reference is here made for all purposes; and

WHEREAS Mary E. S. Bell, Declarant, is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:

Lot 14, 15, 16 out of the Harper Village, a/k/a The Oaks, a subdivision of record in Volume 4, Page 67, Plat Records of Kerr County, Texas to which instruments and the record thereof reference is here made for all purposes; and

WHEREAS Ruth Fiorilla, Declarant, is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:

Lot 13 out of the Harper Village, a/k/a The Oaks, a subdivision of record in Volume 4, Page 67, Plat Records of Kerr County, Texas to which instruments and the record thereof reference is here made for all purposes; and

~~WHEREAS _____, Declarant, is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:~~

~~Lot _____ out of the Harper Village, a/k/a The Oaks, a subdivision of record in Volume 4, Page 67, Plat Records of Kerr County, Texas to which instruments and the record thereof reference is here made for all purposes; and~~

WHEREAS Declaration of Covenants, Conditions and Restrictions of Harper Villiage dated October 27, 1976 were filed of record by KERRCO, INC., in Volume 191, Page 777, Deed Records of Kerr County, Texas; and

WHEREAS JACKSON-HOWE ENTERPRISES, INC. by Warranty Deed With Vendor's Lien dated December 12, 1984 recorded in Volume 307, Page 834, Deed Records of Kerr County, Texas became the successor and assign of KERRCO, INC.; and

WHEREAS the Declaration of Covenants, Conditions and Restrictions of Harper Villiage duly recorded as hereinabove set forth provide:

This declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than eighty (80) percent of the lots, and thereafter by instruments signed by the owners of not less than sixty (60) percent of the lots. Any amendment may be recorded; and

WHEREAS the declarants as set forth above are the owners of

eighty (80) percent of the lots of Harper Village; and

WHEREAS declarants desire to amend said declaration.

NOW, THEREFORE, Article Six of the Declaration of Covenants, Conditions and Restrictions of Harper Village is hereby amended by the addition of Paragraph 6.12 Landscaping of Common Area as follows:

A lot owner may landscape and plant grass, bushes, trees, shrubs, and other decorative planting on any portion of the common area located within twenty (20) feet of the property line of the lot owned by the owner subject to the approval of the Architectural Control as set forth in Article Eight, Architectural Control, of the Declaration of Covenants, Conditions and Restrictions of Harper Village. Should a lot owner elect to plant or place improvements upon the common area as provided herein, all burden and duty to care for and maintain said improvements is that of the owner.

IN WITNESS WHEREOF, Declarants herein have set their hand and seal on this the 29th day of August, 1985.

JACKSON-HOWE ENTERPRISES, INC.

by: Larry L. Howe, President

Attested by:

Laura Jackson Howe, Secretary

Grace D. Lerner

Mary S. Eckert

MARY S. ECKERT

Eloise Branstetter

Eloise Branstetter

John S. Eckert, Jr.

Mary E. Bell

Mary E. Bell

RUTH FRERILLA

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared LARRY L. HOWE, President of JACKSON-HOWE ENTERPRISES, 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 on this _____ day of

August, 1985.

Notary Public, State of Texas_____
Notary's Printed Name

My commission expires: _____

THE STATE OF TEXAS §

THE COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of August, 1985.

Notary Public, State of Texas_____
Notary's Printed Name

My commission expires: _____

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Nancy J. Eckert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me the he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of ~~August~~, 1985.

September_____
Notary Public, State of TexasNANCY INMAN
Notary's Printed NameMy commission expires: 5/31/88

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared F. Louis Brantley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me the he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of ~~August~~, 1985.

September

Nancy Inman
Notary Public, State of Texas

NANCY INMAN
Notary's Printed Name

My commission expires: 5/31/88

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared John P. Eckert Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of ~~August~~, 1985.

September

Nancy Inman
Notary Public, State of Texas

NANCY INMAN
Notary's Printed Name

My commission expires: 5/31/88

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Mary E. A. Bell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of ~~August~~, 1985.

September

Nancy Inman
Notary Public, State of Texas

NANCY INMAN
Notary's Printed Name

My commission expires: 5/31/88

THE STATE OF TEXAS §

THE COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of ~~August~~, 1985.

September

Nancy Inman
Notary Public, State of Texas

NANCY INMAN

NANCY INMAN

Notary's Printed Name

NANCY INMAN

My commission expires:

5/31/88

~~THE STATE OF TEXAS §~~

THE COUNTY OF KERR §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of August, 1985.

Notary Public, State of Texas

Notary's Printed Name

My commission expires: _____

FILED FOR RECORD

at 3:56 o'clock P M.

SEP 23 1985

PATRICIA DYE
Clerk County Court, Kerr County, Texas;
By Zhuoyuan Zhu Deputy

9/18/85
by: A. L. W. H. Co.
KERR COUNTY ABSTRACT CO., INC.