

Item: **WESTON HOMEPLACE PHASE ONE**

(Category: RESTRICTIONS)

Volume 7, Page 212, Plat Records of Kerr County, Texas; Volume 1439, Page 747 and Volume 1439, Page 758, Real Property Record of Kerr County, Texas; Volume 1502, Page 336, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Item: **WESTON HOMEPLACE PHASE ONE**

(Category: Subdivisions)

- a. Easement dated August 17, 1926 to Texas Public Utilities Company, recorded in Volume 46, Page 399, Deed Records of Kerr County, Texas.
 - b. Easement dated April 8, 1941 to L.C.R.A., recorded in Volume 67, Page 556, Deed Records of Kerr County, Texas.
 - c. Annual assessments and/or current maintenance charges as set forth in instrument dated May 25, 2005, recorded in Volume 1439, Page 747, Real Property Records of Kerr County, Texas.
 - d. Easements reserved in the restrictions recorded in Volume 1439, Page 747, Real Property Records of Kerr County, Texas.
 - e. Minerals conveyed by Grantor, as described in Mineral Deed from Weston Farm, Inc. to Lou A. Arnold, dated August 9, 2006, recorded in Volume 1545, Page 383, Official Public Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interests and conveyance. TITLE to said interest not checked subsequent to date of aforesaid instrument.
 - f. Any visible and/or apparent roadways or easements over or across the subject property.
 - g. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WESTON FARMS ADDITION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into this the 25th day of May, 2004, by WESTON FARMS, INC., a Texas corporation ("Declarant"), whose mailing address is 1416 Country Club Dr., Arlington, TX 76013.

WITNESSETH:

A. Declarant is the owner of that certain real property, as herein defined, located in Kerr County, Texas, consisting of approximately 16.01 acres, more or less, out of the Samuel Wallace Survey No. 114, Abstract No. 348, Kerr County, Texas, which is more fully described as the Weston Farms Addition which is a subdivision in Kerr County, Texas, per the plat recorded in Volume 7, Page 212, Plat Records, Kerr County, Texas ("Plat").

B. Declarant has devised a general plan of development for the entire Properties which provides a common scheme of development designed to protect and preserve the character and natural beauty of the Properties over a long period of time.

C. This general plan will benefit the Properties in general and the parcel or tracts which constitute the Properties, the Declarant and each successive owner of an interest in the Properties.

D. Therefore the Declarant desires to restrict the Properties according to these covenants, conditions and restrictions in furtherance of this general development plan.

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

ARTICLE I

DEFINITIONS

a. "Common Properties" shall mean and refer to those areas of land designated as common areas or common properties on the plat of the Properties and/or as designated by Declarant in a recorded Supplemental Declaration or in any plat of the Properties covered hereby or subjected hereto, together with any and all improvements that are now or may hereafter be constructed thereon.

b. "Lot" shall mean and refer to each of the lots within the Properties, as designated and described by the plat of the Properties together with the home, residential unit and other improvements thereon, but excluding the Common Properties, as herein defined.

c. "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot, which shall be as designated on said plat and is herein referenced to as "Lot", including contract sellers, or a person or entity who becomes a record owner of a fee or undivided fee interest by the acquisition of such title to any such Lot from such a record owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or any persons or entities who lease any Lot.

d. "Member" shall mean and refer to each Owner.

e. "Declarant" shall mean and refer to WESTON FARMS, INC., its successors and assigns; provided that any such successors and assigns shall receive by recorded assignment all or a portion of the rights hereunder as such Declarant by an instrument expressly assigning such rights as Declarant to such assignee.

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f. "Association" shall mean and refer to the Association to be formed by Declarant under the Texas Non-profit Corporation Act.

g. "Membership" shall mean that every Owner of a Lot (including the transferee of such Owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall, upon the acquisition by original purchase or transfer of the fee or undivided fee interest in such Lot, automatically be a Member of the Association and entitled to all rights of the Members, as herein provided, including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof.

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

1. Class A: Class A Members shall be all Owners of Lots, except the Class B Member, if any. The voting rights of Class A Members shall be one (1) vote for each Lot owned.

2. Class B: The sole Class B Member shall be the Declarant. Class B Lots shall be all Lots owned by the Declarant. The voting rights of the Class B Member shall be ten (10) votes for each Lot which it owns.

i. "Properties" shall mean and refer to the Lots and Common Properties shown on the Plat and any additional real property owned by Declarant as long as such additional real property is:

(i) contiguous or adjacent to the real property herein described or to any real property contiguous or adjacent to such additional real property;

(ii) subdivided by Declarant, its successors or assigns, pursuant to a plat filed of record in Kerr County, Texas, indicating that such additional property will constitute an addition to the Properties which could include at the option of Declarant the excluded Lots referenced above; and

(iii) to be developed by Declarant in a manner consistent with the concept contemplated by this Declaration.

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

ARTICLE II

COVENANTS CONDITIONS AND RESTRICTIONS

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

1. All Lots shall be used exclusively for single-family residential purposes and the other associated uses permitted hereunder. No planes, trailers, boats, campers, recreational vehicles (RVs), abandoned cars or trucks shall be parked or housed outside garages or in carports and parking spaces, except as otherwise provided in this Article.

2. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

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

4. No guest home or other structure designed to be used a residential structure shall be constructed prior to the construction of the main residential dwelling.

5. The main residential dwelling constructed on any Lot must have a ground floor area of not less than 1400 square feet, exclusive of open or screened porches, terraces, patios, driveways, enclosed swimming pools, carports, and garages. The exterior building design shall be ranch and all exterior colors, textures, and materials must be compatible not only with this specified design motif, but also with adjacent and surrounding Lots and the over-all appearance of the Properties. The exterior walls of all residential buildings shall be constructed entirely with stone, stucco, brick or other materials or any combination thereof as may be approved by the Architectural Control Committee, in its sole discretion. Wall materials used on all Lots shall be restricted to those types and colors approved by the Architectural Control Committee. The surface of all roofs of principal and secondary structures including garages, guest houses, and barns shall be of at least twenty (20) year composition or of metal of a style and design and color approved by the Architectural Control Committee.

6. No Lot may be subdivided in any manner. More than one Lot may be combined with other Lots for one building site within the Properties.

7. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to other Owners within the Properties.

8. Unless approved for residential use by the Architectural Control Committee, no structure other than a main residential dwelling or guest home shall be used on any Lot at any time as a residence, either temporarily or permanently.

9. No signs of any type shall be allowed on any Lot unless the same shall have been approved by the Architectural Control Committee.

10. No oil well drilling, development, or refining and no mineral quarrying or mining operations of any kind shall be permitted on any Lot.

11. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash or garbage.

12. No individual sewage-disposal system shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the designated official of the governmental agency or body having jurisdiction. Written approval of the system as installed shall be obtained from such official.

13. *In the interest of public health and sanitation, and so that the above-described Properties and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wild life, and other public uses of such Properties, no Lot may be used for any purpose that would result in the pollution of any waterway that flows through or adjacent to such Lot by refuse, sewage, or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.*

14. The raising or keeping of swine, hogs, cattle, sheep, goats or other livestock or their offspring on the Properties is prohibited. Two (2) domestic pets may be kept on each Lot provided that the same are maintained within an approved enclosure or controlled on a leash or similar-restraint.

15. Hunting shall be prohibited.

16. Berms, dams, other impoundment structures, low water bridge crossings and the like may be constructed provided the same do not impede the flow of water in creeks or streams on the Properties and otherwise comply with all applicable governmental laws and regulations, if any

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

18. No chain link or barbed wire fences shall be erected on any Lot. All fencing materials and styles must be approved by the Architectural Control Committee.

19. Interior access gates to a Lot shall be allowed and all materials, designs and styles shall be compatible with the overall appearance of the Properties and shall be approved by Architectural Control Committee.

20. No mercury vapor security lights shall be allowed. All exterior landscape and decorative lighting shall be approved by Architectural Control Committee. Nothing shall be done in any part of the Properties, nor shall any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Architectural Control Committee, may be or become an unreasonable annoyance or nuisance to the other Owners. Said Architectural Control Committee's decision as to all such matters shall be conclusive and binding on all parties.

ARTICLE III

Section I. Association.

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

b. Every Owner shall own a fee or undivided fee interest in a Lot, as herein provided, but an Owner may lease a Lot pursuant to a written lease agreement which shall be provided to the Association. Any such lease or lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee thereunder to comply with the terms and provisions of this Declaration and the Articles of Incorporation and By-laws of the Association shall be and constitute a default under such lease.

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

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

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

(ii) Subject to the affirmative vote of two-thirds (2/3) of the votes of each class of membership entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the following purpose, the right of the Association, in accordance with its

Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties and facilities, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the Owners hereunder;

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

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

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

Section 2. Assessments.

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

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

c. After the date of the conveyance of the first Lot to an Owner, the Declarant shall have, at its election, the right in common with the Association to improve and maintain the Common Properties, and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, all assessments both annual and special, collected by the Association (less such amounts required for the operation of the Association) shall be forthwith paid by the

Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Properties as set forth in this paragraph and to carry out the duties of the Board of Directors of the Association. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Properties hereunder and to carry out the duties of the Board of Directors of the Association.

d. The initial annual assessment for each Lot shall be \$180.00 per Lot.

e. Although the Board of Directors shall not be required to fix assessments in each year, starting with calendar year 2004, or sooner if the Declarant so specifies in a Supplemental Declaration, the Board of Directors may fix the annual assessments at an amount specified by the Board of Directors, but not greater than an increase of 10% above the initial annual assessment specified herein or the prior year's annual assessment, as the case may be, unless approved by the Declarant (so long as Declarant owns any Lot) and by two-thirds (2/3rds) of the Owners other than Declarant.

f. In addition to the annual assessments authorized by this Declaration, the Board of Directors may in its discretion levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED, THAT any such special assessment shall have the affirmative approval of Declarant (so long as Declarant still owns any Lot) and of two-thirds (2/3) of the Members. The Board of Directors shall not be required to levy in any assessment year a special assessment.

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

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

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

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

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

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

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

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

o. The lien of the assessments provided for herein shall be subordinate and inferior to the lien or equivalent security interest of any first mortgage or deed of trust now or hereafter placed upon a Lot subject to assessment if the mortgage or deed of trust is placed upon the Lot at a time when no default has occurred and is then continuing in the payment of any portion of the annual assessment for such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the time when the holder of any first mortgage or deed of trust comes into possession of a Lot under the provisions of the mortgage, by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or the time when a purchaser at any such foreclosure sale comes into possession, except for claims for a share of such charges or assessments resulting from a reallocation of such charges or assessments to all Lots including the mortgaged Lot in question. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

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

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

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

Section 3. Utility Easement. Easements for installation, maintenance, repair and removal of utilities are reserved by Declarant for itself, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under and across the Properties. Full rights of ingress and egress shall be had by Declarant, and its successors and assigns, at all times over the Properties for the installation, operation, maintenance, repair or removal of

any utility together with the right to remove any obstruction that may be placed in such easement, or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to herein shall have been installed or otherwise located on the Properties, Declarant will by written instrument recorded in the Real Property Records of Kerr County, Texas, define the exact location of each such easement and will release the remainder of the Properties from the provisions hereof. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company may not have executed such instrument.

Section 4. Overhang and Encroachment Easements. Declarant hereby reserves for itself, the Association and each Owner, an easement and right of overhang and encroachment with respect to any dwelling originally constructed on any Lot, but not otherwise, for the overhang of the roof of any such originally constructed dwelling upon another adjoining Lot and/or the Common Properties, as a result of the construction, repair, shifting, settlement or movement of any portion of any such originally constructed dwelling, together with an easement and right of ingress and egress for the maintenance of the portion of such dwelling so encroaching or overhanging.

Section 5. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Section 6. Ingress and Egress by Owners. Each Owner shall have the right of ingress and egress at all times over and upon each adjoining Lot for the maintenance and repair of each such Owner's Lot; provided, that any entry by each such Owner upon any such adjoining Lot shall be made with as minimum inconvenience to the Owner of each such adjoining Lot as practical, and any damage caused thereby shall be repaired by each such entering Owner at his expense.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Duration. The Restrictions of this Declaration shall run with and bind the land subject to this Declaration and the owners of any land subject to this Declaration, and such owner's respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots within the Properties has been recorded, agreeing to abolish the Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change.

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

Section 3. Enforcement. Enforcement of these Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, including without limitation restraint and/or injunctive relief for violations and/or recovery of damages for violations; and failure to enforce any of the Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the owner of a Lot should loan, lease, rent or sell his Lot and its buildings to another person or family, the Restrictions apply equally to the occupant.

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

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

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this instrument this 25th day of May, 2009.

DECLARANT:

WESTON FARMS, INC., a Texas corporation

By: [Signature]
CHARLES ARNOLD, President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on May 25, 2009, by CHARLES ARNOLD, President of WESTON FARMS, INC., a Texas corporation, on behalf of said corporation. [Signature]

[Signature]
Notary Public, State of Texas

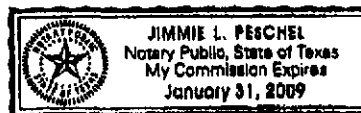
05803.007/Weston Farms/Covenants, Conditions & Restrictions

After Recording Return To:

Weston Farms, Inc.
Charles Arnold
1416 Country Club Rd.
Arlington, Texas 76013

GP# 050346F

FILED BY:
FIDELITY ABSTRACT AND TITLE CO.



FILED FOR RECORD
at 4:20 o'clock P M

MAY 27 2009

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
[Signature] Deputy

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

MAY 31 2005



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1439 PG. 747
RECORDING DATE

MAY 31 2005



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WESTON FARMS ADDITION

This Amendment to Declaration of Covenants, Conditions and Restrictions of Weston Farms Addition is executed by Weston Farms, Inc., a Texas corporation, ("Declarant") as of this the 13th day of May, 2005.

- A. Declarant executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Weston Farms Addition (the "Declaration"), recorded in Volume 1439, Page 747, et seq., Real Property Records, Kerr County, Texas, which Declaration covers that certain property more particularly described in Volume 7, Page 212, Plat Records of Kerr County, Texas.
- B. The Declaration provides that it may be amended with the consent of the owners of a majority of the Lots and with the approval of the Declarant and this Amendment is being executed by the Declarant as the owner of a majority of the Lots.

NOW, THEREFORE, the Declarant hereby amends the Declaration by changing the provisions of the Declaration as follows:

1. Article II, Paragraph 5 of the Declaration shall be amended to read as follows:

"5. The main residential dwelling constructed on any Lot must have a ground floor area of not less than 1300 square feet, exclusive of open or screened porches, terraces, patios, driveways, enclosed swimming pools, carports, and garages. The exterior building design shall be ranch and all exterior colors, textures, and materials must be compatible not only with this specified design motif, but also with adjacent and surrounding Lots and the over-all appearance of the Properties. The exterior walls of all residential buildings shall be constructed entirely with stone, stucco, ~~brick~~ or other materials or any combination thereof as may be approved by the Architectural Control Committee, in its sole discretion. Wall materials used on all Lots shall be restricted to those types and colors approved by the Architectural Control Committee. The surface of all roofs of principal and secondary structures including garages, guest houses, and barns shall be of at least twenty (20) year composition or of metal of a style and design and color approved by the Architectural Control Committee."

EXCEPT as herein provided the Declaration shall remain in full force and effect as provided in the documents referenced herein above.

52

EXECUTED as of the day and year set forth above.

WESTON FARMS, INC., a Texas
corporation

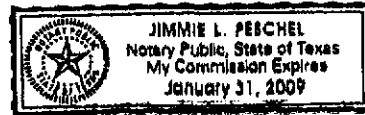
By: *Charles Arnold*
CHARLES ARNOLD, President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 25th day of May, 2005, by
CHARLES ARNOLD, President of WESTON FARMS, INC., a Texas corporation.

Jimmie L. Pechel
Notary Public, State of Texas



After Recording Please Return To:

Weston Farms, Inc.
Charles Arnold
1416 Country Club Lane
Arlington, Texas 76013

GF# 050364F

FILED BY:
FIDELITY ABSTRACT AND TITLE CO.

FILED FOR RECORD
at 4:20 o'clock P M

MAY 27 2005

Jannett Pieper
JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Deputy

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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

MAY 31 2005



Janet Lipe
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1439 PG 758
RECORDING DATE

MAY 31 2005



Janet Lipe
COUNTY CLERK, KERR COUNTY, TEXAS

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**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WESTON FARMS ADDITION**

This Amendment to Declaration of Covenants, Conditions and Restrictions of Weston Farms Addition is executed by Weston Farms, Inc., a Texas corporation, ("Declarant") as of this the 8th day of February, 2006.

- A. Declarant executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Weston Farms Addition, recorded in Volume 1439, Page 0747, et seq., Real Property Records, Kerr County, Texas, as may be amended and restated from time to time (collectively the "Declaration"), which Declaration covers that certain property more particularly described in Volume 7, Page 212, Plat Records of Kerr County, Texas.
- B. The Declaration provides that it may be amended with the consent of the owners of a majority of the Lots and with the approval of the Declarant and this Amendment is being executed by the Declarant as the owner of a majority of the Lots.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Wherever the term "Weston Farms Addition" appears throughout the Declaration, such term shall be deleted and the term "Weston Homeplace Addition" shall be substituted in lieu thereof in the exact same location in the Declaration.

2. Article II of the Declaration is hereby amended by adding the following provision to the Declaration:

"21. The landscaping, treatment, cover and improvements of the area (the "Yard") outside of a single family dwelling, guest house and garage or structure on any Lot shall consist of not less than fifty percent (50%) of the Yard in vegetation, including but not limited to grass, shrubs, hedges, flowers and flowering plants, and not more than fifty percent (50%) non-vegetation material (such as rock); and rock and other non-vegetation materials, treatments, covers and improvements on or within the Yard shall be prohibited except as to and limited to such fifty percent (50%); PROVIDED, HOWEVER, that such fifty percent (50%) rock and other non-vegetation materials, treatments, covers and improvements on or within the Yard shall not be located within the area of the Yard between the single family dwelling and the street on which it fronts or be visible from the street on which the single family dwelling fronts. Notwithstanding anything herein to the contrary, an entry walkway and sidewalk shall be permitted."

EXCEPT as herein provided the Declaration shall remain in full force and effect as provided in the documents referenced herein above.

A 9

EXECUTED as of the day and year set forth above.

WESTON FARMS, INC., a Texas corporation

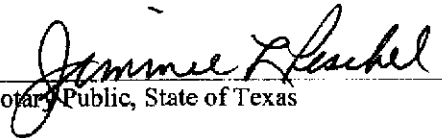
By: 

CHARLES ARNOLD, President

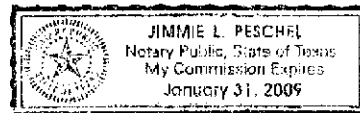
THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 8th day of February, 2006, by CHARLES ARNOLD, President of WESTON FARMS, INC., a Texas corporation.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Weston Farms, Inc.
c/o Charles Arnold, President
1416 Country Club Road
Arlington, TX 76013
GP# 060001P



FILED BY:
FIDELITY ABSTRACT AND TITLE CO.

FILED FOR RECORD
at 4:25 o'clock P.M

FEB 09 2006

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
 Deputy

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PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

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THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on this date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

FEB 10 2006




COUNTY CLERK, KERR COUNTY, TEXAS