

**Item: SIERRA VISTA - SECTION ONE**

(Category: RESTRICTIONS)

Volume 6, Page 385, Plat Records of Kerr County, Texas; Volume 1042, Page 68, 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.

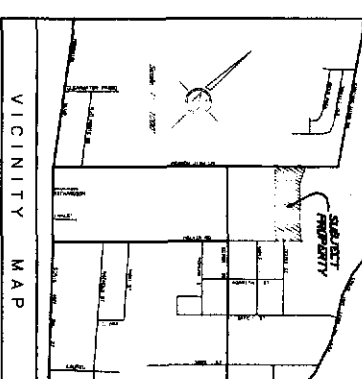
**Item: SIERRA VISTA - SECTION ONE**

(Category: Subdivisions)

- a. Easement dated June 29, 1927 to Texas Power & Light Company, recorded in Volume 47, Page 447, Deed Records of Kerr County, Texas.
  - b. Easement dated March 6, 1920 to the City of Kerrville, Texas, recorded in Volume 51, Page 375, Deed Records of Kerr County, Texas.
  - c. Easement dated May 11, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 350, Deed Records of Kerr County, Texas.
  - d. Easement dated August 1, 1950 to Lone Star Gas Company, recorded in Volume 1, Page 400, Easement Records of Kerr County, Texas.
  - e. 14' Utility Easement as per the Plat recorded in Volume 6, Page 385, Plat Records of Kerr County, Texas. (AS PER LOTS 18 - 34 ONLY)
  - f. Easement and Right-Of-Way dated February 12, 1999 to Kerrville Public Utility Board and Kerrville Telephone Co., recorded in Volume 1017, Page 713, Real Property Records of Kerr County, Texas. (AS PER LOT 1 & LOT 15 ONLY)
  - g. Any visible and/or apparent roadways or easements over or across the subject property.
  - h. Rights Of Parties In Possession. (AS PER OWNER POLICY ONLY)
-

NOTE: The Subject Property is zoned R-C, Residential Clutter District. Building Set-backs shall be in accordance with the City of Knoxville Zoning Ordinance.

supported by off-site utility, drainage and storm water detention assessments of record in Volume 312. Pages 47-48, 50-51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872,



I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Kerrville, Texas, with the exceptions of such variances, if any, as are noted in the minutes of the City Planning and Zoning Commission and that said plat has been approved for recording in the office of the County Clerk of

Filed for record on the 25<sup>th</sup> day of September  
A.D. at 11:24 o'clock, and was recorded the 25<sup>th</sup>  
day of September, 1898 A.D. at 4:30 o'clock.  
Volume 14 at Page 185 of the Prior Records of N.  
County, Texas.

*B. W. B. Mader*  
COUNTY CLERK

Bivins, D. Mable  
COUNTY CLERK  
Kerr County, Texas  
By: Donald M. Bryant

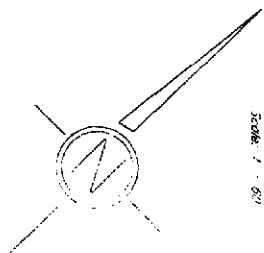
**SIERRA VISTA - SECTION ONE**

A SUBDIVISION OF 61.6 ACRES, MORE OR LESS, COMPRISING 34 LOTS, SITUATED IN THE SHAMAL WALLACE SURVEY NO. 113, ABSTRACT NO. 347, KERR COUNTY, TEXAS.

Preliminary : 2. zoned 5. 2. 93c

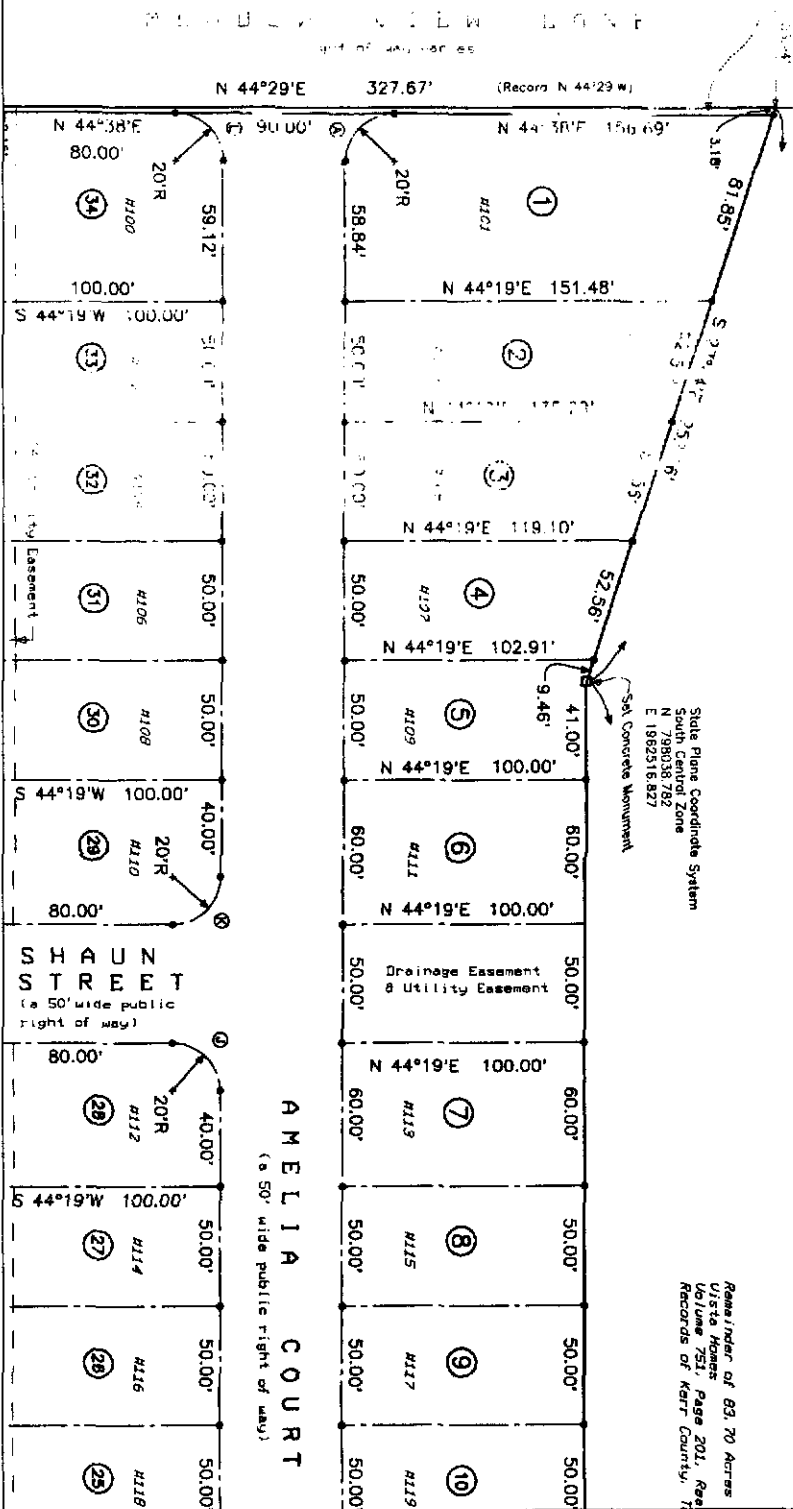
# W VIEW NO. TWO

VOLUME 5, PAGE 145, K. C. P. R.



Scale: 1" = 60'

0.02 acre dedicated to the right of way of Meadow View Lane



CURVE DATA					
CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE
A	20.00'	19.94'	31.36'	89°50'	286°29'
B	20.00'	17.45'	17.45'	50°00'	286°29'
C	50.00'	9.00'	17.80'	20°24'	114°35'
D	50.00'	58.84'	66.18'	75°50'	114°35'
E	50.00'	20.00'	38.19'	43°46'	114°35'
F	50.00'	20.00'	38.39'	43°46'	114°35'
G	50.00'	20.00'	65.97'	75°36'	114°35'
H	50.00'	9.00'	17.80'	20°24'	114°35'
I	20.00'	17.45'	17.45'	50°00'	286°29'
J	20.00'	31.42'	31.42'	90°00'	286°29'
K	20.00'	31.47'	31.47'	90°10'	286°29'
L	20.00'	20.00'	31.47'	90°10'	286°29'

The street corners shown hereon have been set by the 911 Board according to their survey.

9.21.98, 15.08  
911 DIRECTOR

Remainder of 83.70 Acres  
Vista Homes  
Volume 751, Page 201, Rec  
Records of Kerr County, 1

MEADOW VIEW NO.

VOLUME 5, PAGE 145, K. C. P. R.

KNOW ALL MEN BY THESE PRESENTS:

1998,  
James D. Dower, City Engineer  
City of Kerrville,  
Kerr County, Texas.

I hereby certify that a letter of credit in the amount of \$\_\_\_\_\_ has been deposited with the City of Kerrville to assure completion of all required improvements in case of default.

STATE OF TEXAS \*  
COUNTY OF KERR \*

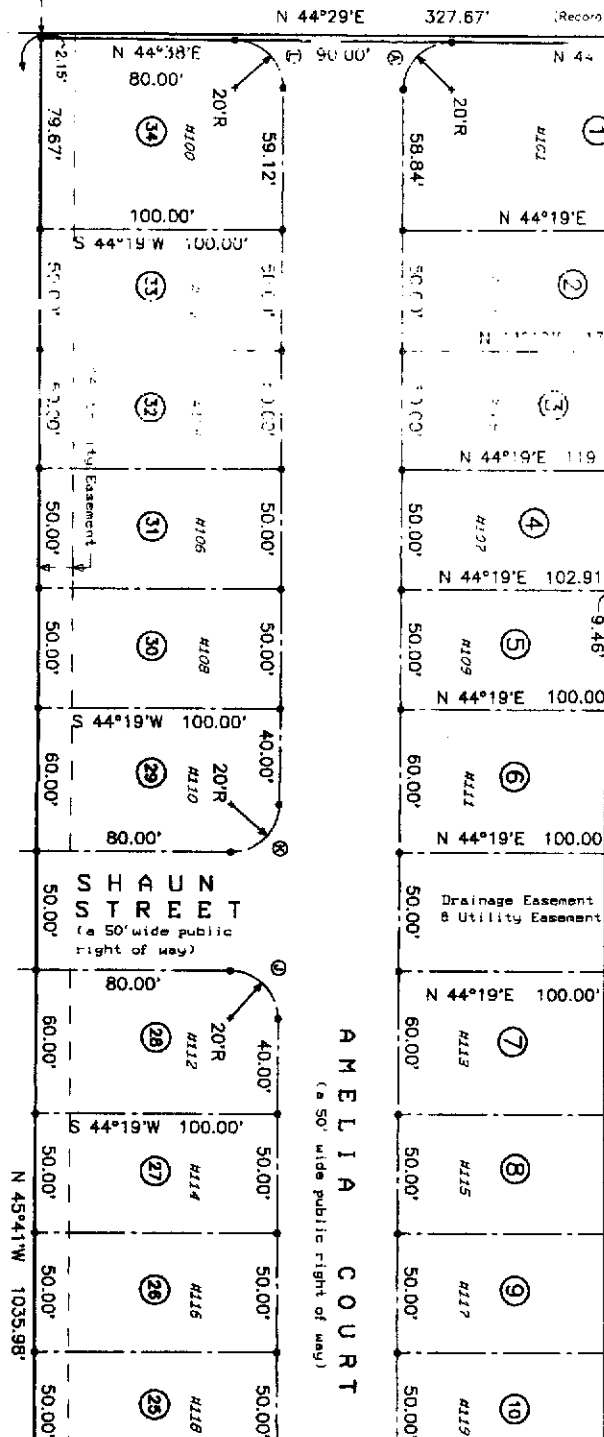
CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the Owner(s) of the property shown and Described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building lines, and dedicate all public streets, alleys, walks, parks, and other open spaces to public use, as noted.

STATE OF TEXAS \*  
COUNTY OF KERR \*

9-17, 1998  
Owner Carol Smith  
9-17-1998  
Owner Carol Smith

BEFORE ME, the undersigned authority, on this day personally appeared Carol Smith  
Residing at Sierra Vista



Drainage easement within Shaun Street and along the southern boundary of the property shown and described by Section 16.166, Sierra Vista Section Two to be created by Section 16.166, Sierra Vista Section Two, Kerr County, Texas, in and along the west corner of said Section Two. (Continue on next page or Plan of a pictorial representation.)

M E A D O

Diagram showing the location of the easement within Shaw Street and along the south line of the Kerr Vista Section Two to be created by Section 17. The easement is shown in black on the plan of the west corner of said Section Two. The plan of a pictorial representation.

Remainder of 20.91 Acres  
Singing Hills Development Co., LLC  
Volume 308, Page 634, Kerr Property  
Records of Kerr County, Texas.

N 45°41'W 1035.98'

2.15' 79.67' 51.00' 50.00' 50.00' 60.00' 50.00' 60.00' 50.00' 50.00' 50.00'

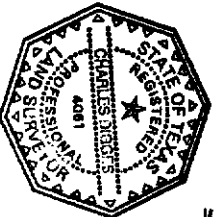
I hereby certify that a letter of credit in the amount of \$\_\_\_\_\_ has been deposited with the City of Kerrville to assure completion of all required improvements in case of default.

9-17-1998  
James J. Dower, City Engineer  
City of Kerrville,  
Kerr County, Texas.

KNOW ALL MEN BY THESE PRESENTS:

That I, Charles Digges, Registered Professional Land Surveyor No. 4061, do hereby certify that this perimeter survey complies with the Texas Board of Professional Land Surveying Practices Act of 1952. I further certify that the land pictured hereon is within the limits of the City of Kerrville, Kerr County, Texas, and that it does not lie within the 100 Year Flood Plain as designated on Flood Insurance Rate Map No. 48265007001.

Sept 17 1998  
Charles Digges  
Registered Professional Land Surveyor  
Texas Registration No. 4061



Brenda Lee Bonnie  
NOTARY PUBLIC  
GUADALUPE SURVEY  
217-A West Water Kerrville, Texas 78028 Ph# (830)85

STATE OF TEXAS \*  
COUNTY OF KERR \*

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the Owner(s) of the property shown and Described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building lines, and dedicate all public streets, alleys, walks, parks, and other open spaces to public use as noted.

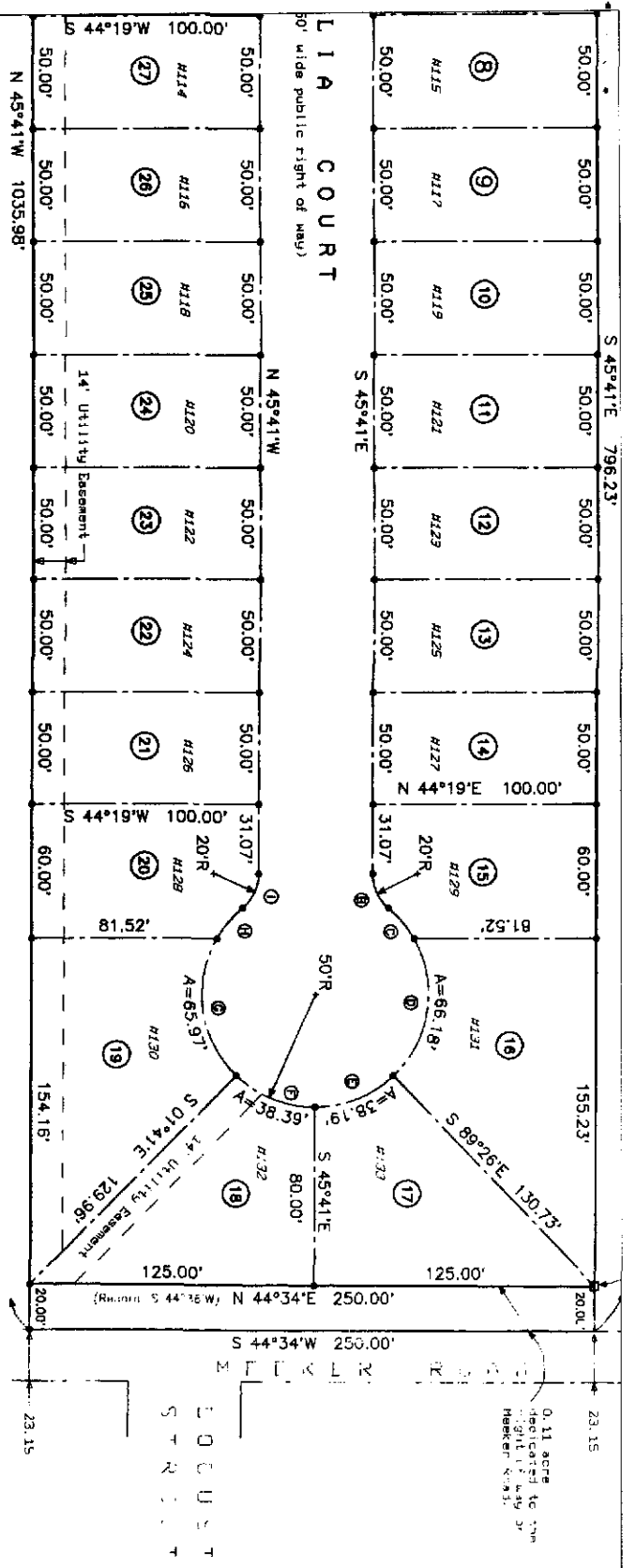
9-17-1998 David Smith  
Owner  
9/17/1998 Arthur V. Schmitt  
Owner

STATE OF TEXAS \*  
COUNTY OF KERR \*

BEFORE ME, the undersigned authority, on this day personally appeared Arthur V. Schmitt and David Smith known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instruments, and acknowledged to me that he/she/they 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 17th day of September 1998.

ENDLINE 42 PAGE 4

KERR COUNTY Vol: 6 Page: 385 SIERRA VISTA SEC 1 6-166 AC 34



of 20.91 Acres  
Hinds Development Co., LLC  
338, Page 634, Real Property  
of Kerr County, Texas.

I hereby certify that the subdivision plat shown  
hereon has been found to comply with the Subdivision  
Regulations for the City of Kerrville, Texas, with  
the exceptions of such variances, if any, as are  
noted in the minutes of the City Planning and Zoning  
Commission and that said plat has been approved for  
recording in the office of the County Clerk of  
Kerr County, Texas.

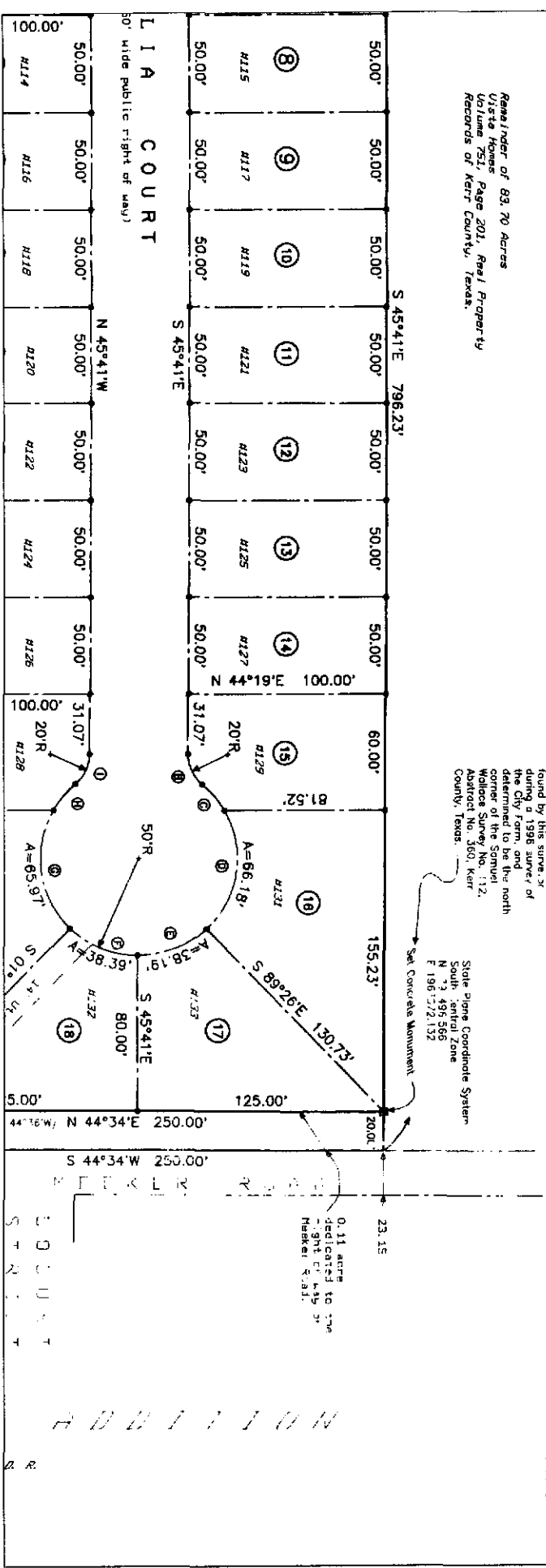
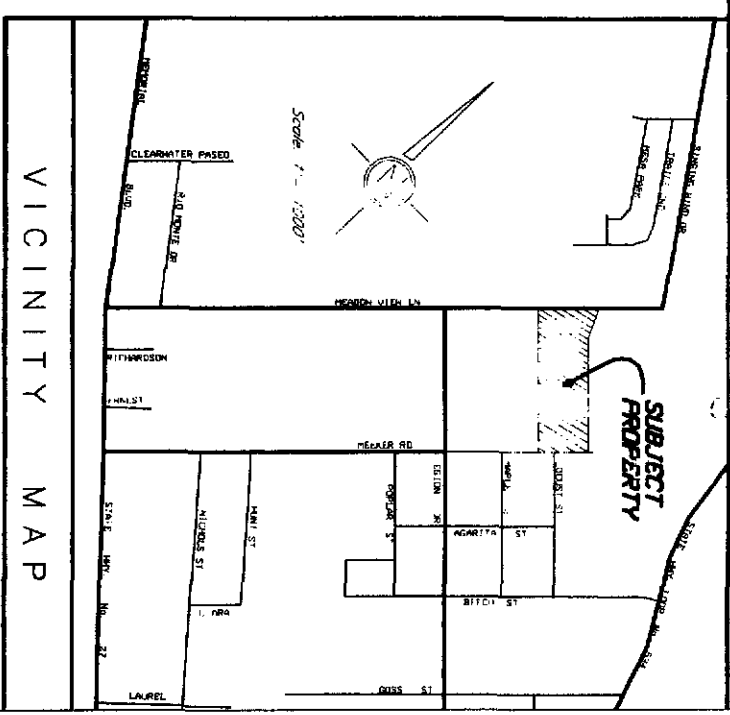
2/22/1998  
Lindsay Duff, Chair  
City Planning and Zoning Commission  
City of Kerrville, Kerr County, Texas

SIERRA VISTA SEC 1 & 166 AC 34

⊕ = 1/2" iron rods set at all corners unless otherwise noted.

*Remainder of 83.70 Acres  
Viste Homes  
Volume 751, Page 201. Real Property  
Records of Kerr County, Texas.*

State Plane Coordinate System  
South, Central Zone  
N 73 495 566  
E 196 752 132





DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR SIERRA VISTA, SECTION ONE

STATE OF TEXAS           \*  
                              \*     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KERR         \*

THAT WHEREAS, SINGING WINDS DEVELOPMENT COMPANY, L.L.C., a Texas Limited Liability Company (hereinafter referred to as the "Declarant") is the owner of certain real property (hereinafter referred to as the "Lots" or "Property") more fully described as follows:

Lots 1-34, inclusive, of Sierra Vista, Section One, being all the Lots in Sierra Vista, Section One, a subdivision of record in Volume 6, Page 385 of the Plat Records of Kerr County, Texas, to which instrument and its record reference is herein made for all purposes.

AND WHEREAS, it is deemed to be in the best interest of Declarant, and the persons who may purchase the Lots in Sierra Vista, Section One, that restrictions, covenants, conditions and easements, be established for the orderly development of the subdivision;

NOW, THEREFORE, it is hereby declared that all of the Lots described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth (hereinafter referred to as "Declaration" or "Restrictions"), and the Lots shall be subject to the restrictions set forth herein which shall run with the Lots and be binding on all parties having any interest therein.

For purposes of this Declaration, the term "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot; the term "Owner" does not include any person or entity having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" does include the Declarant if the Declarant is a record owner of fee simple title

ARTICLE I

No structure shall be erected, placed, altered or permitted to remain on any of the Lots other than one detached one-story, or one detached split-level family dwelling. A storage room or utility room may be erected on any of the Lots only after or simultaneous with the

erection of a dwelling thereon. At the time of the erection of a dwelling on any Lot, an enclosed garage (with closeable doors) attached to the main residence building sufficient to store one car shall be permanently erected thereon. Such garage shall be maintained as such and no such garage shall be permanently closed in, altered or remodeled so that it is not available for the storage of one car therein, in connection with the residential use of such property.

#### ARTICLE II

No building shall be erected, placed, or altered on any Lot, until the building plans and specifications (and a plat showing the location of such building) shall have been approved in writing as to quality of workmanship and material conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished elevation, by the Architectural Control Committee, in its sole discretion, (hereinafter referred to as "Committee"). The Committee shall have the power to interpret these Restrictions and grant variances to these Restrictions, as the Committee deems necessary. The initial three (3) person Committee shall be composed of Reagan Lehmann, Carroll Smith and Arthur Schmidt, of Kerrville, Texas. In the event of the resignation or refusal to serve of any committee member, then a successor representative shall be designated by a majority of the members of the Committee. A majority vote of the Committee members shall control all its decisions. Plans and specifications may be submitted to the Architectural Control Committee by mail or delivery to Carroll Smith at 998 Sidney Baker South, Kerrville, Texas, or as otherwise directed. If the Committee, or its designated representative, if any, in its sole discretion, fails to approve or disapprove such plans, specifications and locations within thirty (30) days after such plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, then such approval will not be required and this covenant shall be deemed to have been fully

satisfied. The Architectural Control Committee shall perform all its actions, or decisions not to act, in its sole discretion, and shall have no liability to any lot owner, or third party, for its actions or decisions not to act. The powers and duties of the Committee and the requirements of this covenant shall cease on and after December 1, 2019, if the Restrictions are not renewed, provided, however, that at any time, the then record owners of majority of the Lots covered hereby (each Lot having one vote regardless of the number of owners of that Lot), shall have the power through a duly recorded written instrument to remove any committee member or members and replace them with other members, or to withdraw from the Committee any of its powers and duties, or to extend the powers and duties of the Committee. The Committee shall not be entitled to any compensation for services performed pursuant to this covenant, nor will the Committee be liable for damages, claims or causes of action arising out of services performed pursuant to this Declaration. All restrictive covenants and conditions herein shall apply to future remodeling of buildings, and to rebuilding in case of destruction by fire or elements.

#### ARTICLE III

The minimum floor area of the main structure of dwellings erected, placed or permitted to remain on any Lot, exclusive of porches and garages, shall be not less than 900 square feet. The outer walls of the main residence building constructed on any of such Lots shall be at least fifty (50) percent by area composed of rock, brick, stucco, and/or cement board siding up to a height of eight (8) foot. All footings, piers and foundations of the main residence on any such Lot shall be concrete or masonry construction.

#### ARTICLE IV

Any buildings on the Lots shall be located on the Lot to comply with the setback requirements of the City of Kerrville.

#### ARTICLE V

The use of easements as shown on the recorded plat is granted to the utility companies for the purpose of drainage, sanitary and storm sewer lines; the location of water, electricity and cable television

lines; the location of telephone lines and conduits, and the maintenance thereof. Within these easements, no structure or other obstruction shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction, or flow of water through drainage channels in the easements.

#### ARTICLE VI

All driveways on the Lots shall be surfaced with a concrete broom finish. All aprons shall also be surfaced with a concrete broom finish. Driveway locations shall be submitted in writing to the Architectural Control Committee for approval at the same time the plans and specifications are presented under Article II.

#### ARTICLE VII

No boats, trailers, or camper, mobile home, motor home (recreational vehicle) or trailer shall be parked for storage on the Lot, or in the driveway of the Lot, for more than seventy-two (72) hours out of a ten (10) consecutive day period. No street parking shall be allowed except for twenty-four (24) hour guest and maintenance parking. The responsibility of the enforcement of this Article rests with the Lot Owners.

#### VIII

No antennas (other than television antennas) are to be erected on the premises or rooftops of a residence without the prior written approval of the Architectural Control Committee.

#### ARTICLE IX

No Lot, as that term is defined herein, may be re-subdivided by the Owner; provided however, subject to the approval of any and all governmental agencies having jurisdiction thereof, Declarant hereby reserves the right, at any time while it is the Owner thereof, to resubdivide and replat any Lot without consent of any other Owner, and each such Owner expressly waives any notice of, and any right to consent to, any such resubdivision, replat, modification or waiver, as herein set forth without any notice to, or consent of, any such Owner. Further, each Owner expressly waives any rights such as Owner may have to notice of, consent to or approval of any such resubdivi-

sion or replat, under any applicable laws, ordinances, rules or regulations.

#### ARTICLE X

No fence, wall, or hedge shall be erected, placed or altered on any Lot nearer to the front street than the setback line of the respective Lot, except that retaining walls of not over six (6) inches above grade shall be permitted; and no such fence or wall shall exceed four (4) feet in height above ground level. No chain link fence shall be allowed unless approved by the Architectural Control Committee.

#### ARTICLE XI

No fence or wall shall be erected, placed or altered on the side of any residence or the rear of any Lot, that shall exceed six (6) feet in height. No chain link fence shall be allowed unless approved by the Architectural Control Committee.

#### ARTICLE XII

At the time of building construction each owner shall construct a three (3) foot sidewalk with a broom finish that is parallel to the road according to the specifications required by the City of Kerrville.

#### ARTICLE XIII

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial activity, other than the leasing of the residence, shall be conducted on any Lot. The Committee may determine, in its sole discretion, noxiousness, offensiveness or commercial activity; and, its decision shall be conclusive on all parties.

#### ARTICLE XIV

No building previously constructed elsewhere shall be moved onto any Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence, either temporarily or permanently.

#### ARTICLE XV

No sign or advertising devise may be displayed on any Lot except

in the event of sale. There may be one (1) for sale sign containing no more than five (5) square feet.

ARTICLE XVI

No animal, livestock or poultry of any kind shall be raised, bred or kept on any such lot except for two (2) cats and/or two (2) dogs, provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE XVII

No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot.

ARTICLE XVIII

Grass, weeds and vegetation on each Lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot. Until a residence is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs and plants removed from the Lot and the owner of such Lot shall be obligated to reimburse Declarant for the cost of such work.

ARTICLE XIX

Any term or condition of this Declaration may be altered, amended, modified, supplemented, or revoked in whole or in part, as follows:

1. By Declarant, by instrument duly filed of record in Kerr County, Texas, notwithstanding any other provision, term, or condition of this Declaration to the contrary; or,
2. By vote of seventy-five (75%) percent of the then record owners of the lots covered hereby (each lot having one vote regardless of the number of owners of that lot), evidenced by instrument bearing the signatures of such Lot Owners, duly filed of record in Kerr County, Texas.

This Declaration (as amended, modified, supplemented, or revoked in accordance with this Article of the Declaration) shall run with and bind the Property, and shall insure to the benefit of and be

enforceable by Declarant, the Committee, and/or the Lot Owners, and all of their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, or as long as it is renewed thereafter.

After expiration of such twenty (20) year term, or later renewal period, this Declaration (as amended, modified, supplemented, or revoked in accordance with this Article of the Declaration), shall be automatically extended for a successive period of ten (10) years unless modified, amended, supplemented or revoked as provided herein.

## ARTICLE XIX

If any of the Owners of the Lots, or their successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for Declarant, its successors and assigns, or any person or persons owning any Lots covered hereby, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

## ARTICLE XX

The invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this document on this the 1st day of December, 1999.

SINGING WINDS DEVELOPMENT COMPANY,  
L.L.C., A TEXAS LIMITED LIABILITY  
COMPANY

BY: 

CARROLL SMITH, MEMBER

STATE OF TEXAS \*  
 \*  
 COUNTY OF KERR \*

BEFORE ME, the undersigned authority, on this day personally appears CARROLL SMITH, Member of SINGING WINDS DEVELOPMENT COMPANY, L.L.C., a Texas Limited Liability Company, 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 considerations therein expressed, in the capacity therein stated and as the act and deed of said Limited Liability Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of December, 1999.

Deanna Lewis  
 Notary Public, State of Texas  
 My Commission Expires: 1-19-2002  
DEANNA LEWIS  
 Notary's Typed/Printed Name

PREPARED IN THE LAW OFFICE OF:

Robert J. Parmley  
 222 Sidney Baker South  
 Suite 615  
 Kerrville, Texas 78028

Recorders Note--  
 No Notary Seal--  
 Filed 95  
 Filed

RETURN TO:  
 Kerrville Title Company  
 1456 Sidney Baker  
 Kerrville, Texas 78028

FILED FOR RECORD  
 at 4:26 p.m. 12/9/99

DEC 09 1999

JANNETT PIEPER  
 Notary Public, State of Texas  
Jannett Pieper Deputy

RECORD 1042 PG 68  
 VOL 1042 PG 68  
 RECORDING DATE

DEC 10 1999



Jannett Pieper  
 COUNTY CLERK, KERR COUNTY, TEXAS

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

DEC 10 1999



Jannett Pieper  
 COUNTY CLERK, KERR COUNTY, TEXAS