

KAMIRA

RESTRICTIONS

Volume 5, Page 87 and Volume 5, Page 186, Plat Records of Kerr County, Texas; Volume 307, Page 544, Deed Records of Kerr County, Texas; Volume 669, Page 330 and Volume 891, Page 765, 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. *ALSO 12-2816 (12002816)*

OTHER EXCEPTIONS

- Easement to Kerrville Telephone Company, dated January 5, 1970, recorded in Volume 6, Page 15, Easement Records of Kerr County, Texas. (Affects lots on Harper Road only, ie. Lots 1, 2, 3 & 5)
- Easement to Central Texas Electric Cooperative, Inc. dated August 12, 1982, recorded in Volume 14, Page 595, Easement Records of Kerr County, Texas.
- Easement to Central Texas Electric Cooperative, Inc., dated October 22, 1984, recorded in Volume 19, Page 616, Easement Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated December 7, 1984, recorded in Volume 307, Page 544, Deed Records of Kerr County, Texas.
- Easement and Building Set Back Lines as reserved in Restrictions, dated December 7, 1984, recorded in Volume 307, Page 544, Deed Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per plat recorded in Volume 5, Page 87, and per replat recorded in Volume 5, Page 186, Plat Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in Mineral Deed from Kamira Joint Venture, a Texas joint venture, to Andrew B. Phillips, dated April 28, 1986, recorded in Volume 21, Page 339, Oil and Gas Lease Records of Kerr County, Texas; having been restated in deed executed by Kamira Joint Venture, a Texas joint venture, to {PR,"insert Grantee in first deed out of Kamira Joint Venture",ST1,5}, dated {PR,"insert date of first deed out of Kamira Joint Venture",DT2,5}, recorded in Volume {PR,"insert volume number of first deed out of Kamira Joint Ventu",IN1,5}, Page {PR,"insert page number of first deed out of Kamira Joint Venture",IN1,5}, {PR,"Type of Records",ST1,6} 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.
- Right Of Way Easement to Central Texas Electric Cooperative, Inc., dated February 18, 1985, recorded in Volume 20, Page 706, Easement Records of Kerr County, Texas. (Affects Lot 23, only)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

Also Assignors 12-7815 (12002815)

10336

VOL 307 PAGE 544

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF KAMIRA
A SUBDIVISION IN KERR COUNTY, TEXAS

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

This Declaration made by Kamira Joint Venture, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain property known as Kamira a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas (hereinafter referred to as "KAMIRA"); and

WHEREAS, it is the desire of Developer to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Kamira, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of tracts in said subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon Kamira, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01 "Association" shall mean and refer to the Kamira Property Owners' Association, its successors and assigns.

Section 1.02 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to

any Lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. The term "Owner" shall not include a Builder.

Section 1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04 "Lot" shall mean and refer to any plot of land identified by number upon any recorded subdivision map of the Properties with the exception of the Common Area, if any.

Section 1.05 "Developer" or "Declarant" shall mean and refer to Kamira Joint Venture, its successors and assigns if such successors or assigns should acquire all of Kamira Joint Venture's interest in the Properties.

Section 1.06 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.07 "Builder" shall mean any home builder, contractor, investor or other person or entity who purchases a lot in Kamira for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.

Section 1.08 "Public Purchaser" shall mean the first person or entity other than the Developer or a Builder who becomes an Owner of any lot within Kamira.

Section 1.09 "Single Family Residence" shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

Section 1.10 "Board" shall refer to the Board of Directors of the Association.

Section 1.11 "Improvements", shall include, but shall not be limited to the erection of any structure, including but not limited to additions to, or alterations of, any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses (all such detached buildings being hereinafter referred to as "outbuildings"); the

erection of any fence; the erection of any radio or television antennae, satellite receiver and/or dish or other external apparatus designed to receive radio, television and/or other communication signals; the moving of any structure from another location to a lot; the grading, scraping, excavation, or other rearranging of the surface of any lot; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item, and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.

ARTICLE II

GENERAL LAND USE

2.01 Land Use and Building Type: No lots shall be used for any purpose except for single family residential purposes and there shall not be constructed or maintained thereon more than one (1) single family residence with a covered parking facility. The term "residential purposes", as used herein, excludes hospitals, clinics, apartment houses, boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed, or permitted to remain on any tracts other than single family dwellings and permitted accessory structures. Construction and sales offices may be constructed on specific tracts as designated by the Architectural Control Committee. These shall be removed by December 31, 1994.

ARTICLE III

ARCHITECTURAL CONTROL AND RESTRICTIONS

3.01 Architectural Control Committee: No building or other improvements shall be erected, placed or altered on any lot until the owner or builder has made application to it for approval and has submitted construction plans and specifications and a plan showing the location of the structure or improvements, and such plans have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design

with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of two members whose names are Andrew B. Phillips and R. Judd Cribbs. The Committee may designate a representative to act for it. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

3.02 Dwelling Size and Construction: The livable area of each main single family residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters shall be not less than 2,000 square feet on all

lots. The exterior walls of any residence or outbuilding shall consist of not less than 75% masonry construction. All driveways from any road as shown on the plat of Kamira to a residence on any lot, shall be paved of either concrete, asphaltic concrete or double surface treatment of oil and rock.

3.03 Building Locations: No building shall be located on any lot nearer than one hundred (100) feet to the front property line or any road as shown on the plat of Kamira, nor nearer than fifty (50) feet to any side or back property line. If two or more lots are consolidated into a building site in conformity with the provisions of Paragraph 3.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

3.04 Resubdivision and Consolidation: None of said lots may be re-subdivided in any fashion, except that any person owning two or more adjoining lots may consolidate such lots into one building site, with the privilege of constructing improvements as permitted in Paragraph 3.03 hereof.

3.05 Construction Type and Term: Any construction commenced on any lot must be completed within one (1) year of the time construction was initiated and all buildings erected shall be of new construction, being constructed on site on the respective lot. Modular or ready-built homes or buildings are prohibited.

3.05 Bond for Road Damage. No building or other improvements shall be erected, placed or altered on any lot until the Owner or Builder has deposited with the Architectural Control Committee a cash bond in the amount of \$1,500.00. Such \$1,500.00 bond shall be held by the Architectural Control Committee to be used to repair and/or replace damage done to the roads of Kamira caused by the Owner or Builder or either of their employees, licensees, subcontractors, materialmen or laborers during the construction of such improvements as approved by the Architectural Control Committee in accordance with paragraph 3.01. In this regard, the Owner or Builder hereby irrevocably appoints the Architectural Control Committee or its successor, as their attorney-in-fact to take such

action or expend such portion of the \$1,500.00 bond as is necessary to make the repairs contemplated hereby.

ARTICLE IV

PERMITTED USES AND RESTRICTIONS

4.01 Nuisances: No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise thereon, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

4.02 Temporary Structures: No modular or ready-built home or building, trailer, mobile home, including any such mobile home with the tires and wheels removed therefrom, regardless of how affixed to the property thereon, basement, rent, shack, garage (except for living quarters contained herein for bona fide servants), barn or other outbuildings or any structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

4.03 Signs: No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign.
- (c) During the time of construction of any building or other improvement, on job identification sign not larger than 5 square feet.
- (d) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content and location of all signs shall be subject to such rules as the Association may promulgate. The provisions of this paragraph shall not prevent Developer from commencing, erecting, or maintaining structures or signs of any content or size on Lots owned

by it when Developer, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots.

4.04 Animals: No swine or poultry of any kind shall be raised, bred or kept on any lot. No commercial livestock operations shall be maintained on any lot, except that dogs and cats only, may be kept, bred and maintained for commercial purposes. Not more than one large animal, i.e. horse or cow, per five (5) acres shall be permitted or kept on any lot.

4.05 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property, and no fires shall be permitted on the property unless written approval is obtained in advance from the Architectural Control Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.06 Inoperable Vehicles: No automobile, truck, trailer or other vehicle, or parts thereof, shall be abandoned on this property. No repair or maintenance on automobiles, trucks, trailers or other vehicles shall be conducted or performed on said lands, provided that an individual landowner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicles upon which such maintenance is performed shall not remain exposed to public view thereby creating an unsightly appearance to said land.

4.07 Sewage Disposal and Water Supply: Individual water systems and sewage disposal systems shall be located, constructed, and equipped in compliance with Texas State Health Department requirements, Rules and Regulations of Upper Guadalupe River Authority and the Kerr County Subdivision Regulations, and any other applicable governmental laws, rules or regulations.

4.08 Hunting and Firearms: No hunting shall be allowed on Kamira. No firearms, including pellet and B-B guns, shall be discharged on Kamira.

4.09 Easements: The Developer expressly retains a utility easement as set out in the plat of said land herein referred unto itself, its successors and assigns; said easement being 10 foot wide along the perimeter of each lot as therein set out to be used for utility purposes.

In addition, the Developer expressly reserves and retains unto Developer, its successors and assigns, a perpetual easement and right-of-way for the purpose of ingress and egress over, across and upon all the streets or roads as set out in Plat of Kamira recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas, which use of such easements by Developer, its successors and assigns, shall be in common with the Owners of lots in Kamira.

Additionally, the Developer expressly reserves a sanitation easement over that portion of Lot 4 of Kamira only, that falls within a 150 foot radius of the public water well site which is situated on property adjoining the northwest corner of said Lots 4. No septic system, drain lines or other sanitation disposal systems can be installed or located within said sanitation easement as herein described.

4.10 Oil Development and Mining Prohibited: No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

4.11 Fences and Walls: No fence, wall or hedge that exceeds five (5') feet in height shall be placed, constructed or permitted to remain on any Lot, except the exterior fence around the perimeter of the Subdivision, which is and shall remain a deer-proof high fence. No fence, wall or hedge shall be constructed of barbed wire.

4.12 Motorcycles: No motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle shall be operated on any road within Kamira as shown on the plat of same or on any Lot unless such

motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle is properly muffled. The determination of what constitutes "properly muffled" shall be solely within the discretion of the Architectural Control Committee. The primary purpose of this restriction is to prohibit noise pollution that is contrary to the common scheme of development of Kamira and that creates a nuisance to the Owners of Kamira.

4.13 Trucks, Boats, Motor Homes, Buses and Trailers. No truck, boat, motor home, bus or trailer shall be left parked in the road or roads adjoining any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, boat, motor home, bus or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from any road within Kamira as described in the plat of same.

ARTICLE V

MAINTENANCE FUND

5.01 Monthly Charge: Each residential lot shall be subject to a monthly maintenance charge to be used for the purposes of maintenance and improvements and to promote the recreation, health, safety and welfare of the residents, and other purposes necessary of desirable in the opinion of the administrator of such fund to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of the Kamira.

5.02 Property Owner's Association: The Developer shall collect and maintain control over the maintenance fund until ninety (90%) percent of all lots in Kamira are sold by deed or contract or for ten (10) years from date, whichever comes first, or at an earlier time if the Developer so elects. At that time the administration of such funds shall be transferred to the Association consisting of all of the owners of lots in Kamira. The Association may incorporate under the laws of the State of Texas to facilitate

the administration of its duties and functions. Each residential lot owner shall be a member of such Association and entitled to one (1) vote for each lot owned by deed or contract. Prior to incorporation the Association shall be governed by a Board of Directors consisting of three (3) property owners selected by the Developer at such time as maintenance responsibility and authority is vested in the Association.

5.03 Special Assessments: Each lot shall also be subject to special assessments for capital improvements and deficits. After the Association assumes administration of responsibilities of the maintenance fund, any such assessment shall have the assent of 2/3rds of the voting members present at a meeting called for this purpose. Written notice of such a meeting shall be sent to all members not less than 15 days nor more than 50 days prior to the meeting.

5.04 Date of Commencement of Charge: The maintenance charge shall be paid annually. The charge shall commence on the 1st day of the month after the owner acquires title either by deed or contract to the lot subject thereto. The first annual charge shall be prorated according to the number of months remaining in the calendar year of the year of acquisition of a lot to the next January 1 and such amount shall be paid at time of closing. The maintenance charge shall not accrue against any tract of which the legal and/or equitable title to which are vested in Developer, notwithstanding that a tract may have been previously sold by a deed or contract and title thereto reverted back to the Developer. Further, the maintenance charge shall accrue as against the Builders who acquire lots for the purpose of building speculative residential housing. From the 1st day of the month next following the date a builder signs a contract to purchase a lot in Kamira, the Builder shall pay to the Maintenance Fund or the Association the maintenance charge, and the Builder shall also be liable for any special assessments.

5.05 Amount of Charge: During the time that such fund is administered by the Developer, the initial maintenance charge shall

be Two (\$2.00) Dollars per acre per month. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the rate of eighteen (18%) percent per annum from date of delinquency.

5.06 Creation of Lien: The charges shall be secured by a Vendor's Lien on the lots subject to such charge, and the party charged with the responsibility of collecting and administering such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In such event, there shall be added to the amount of the charge, interest and costs of collection, including reasonable attorneys fees. The maintenance charge shall remain effective until January 1, 1999, and shall automatically be extended thereafter for successive periods of five (5) years; provided, that the Association may revoke such maintenance charge as of January 1, 1999, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Offices of the County Clerks, of Kerr and Gillespie Counties, Texas. The party charged with the responsibility of administering the fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph.

5.07 Right of Mortgagees: Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagees, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations, or covenants are violated. In order to encourage the granting of first mortgage liens on property within this subdivision, Developer or Association may proceed to enforce its prior lien, granted and reserved under these restrictions upon any property upon which there

is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent, together with the notation "Final sixty (60) day notification to proceed to collect maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, Developer or Association shall furnish, for the mortgage holder's file, an executed form relating the provisions of this paragraph to the applicable individual lot.

ARTICLE VI

GENERAL PROVISIONS

6.01 Term: These covenants of restrictions are to run with the land and shall be binding on all parties having any right, title or interest in the lots in Kamira and all persons claiming under them until January 1, 1999, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 2/3rds of the then owners of the lots is filed for record in Kerr and Gillespie Counties, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

6.02 Enforcement: The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns and equally for the benefit of any subsequent owner of a lot or lots in Kamira and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, and easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties. The covenants, restrictions, easements and obligations herein contained are performable and shall be enforceable in Kerr County, Texas.

6.03 Severability: The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants,

reservations, easements and restrictions which shall remain in full force and effect.

6.04 Amendment: This Declaration shall be amended during the first 10 year period by an instrument signed by not less than 2/3rds of the lot owners. After 10 years, this Declaration may be amended by an instrument signed by not less than 2/3rds of the lot owners. To be valid, any amendment must be recorded in the Deed Records of Kerr and Gillespie Counties, Texas.

6.05 Acceptance of Declaration. By acceptance of a deed, or by acquiring any ownership interest in any real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS THEREOF, the undersigned, being the Developer herein, has hereunto set its hand this 7th day of December, 1984.

FILED FOR RECORD
4:24 o'clock P M

KAMIRA JOINT VENTURE

DEC 7 1984

By Andrew B. Phillips Managing Venturer
Andrew B. Phillips, Managing Venturer

PATRICIA GYE
Clark County, Kerr County, Texas
By [Signature] Deputy
STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 7th day of December, 1984, by ANDREW B. PHILLIPS, Managing Venturer.

My Commission expires:
1-9-85

Thomas M. Myers
Notary Public, State of Texas
Notary's Printed Name:
Thomas M. Myers



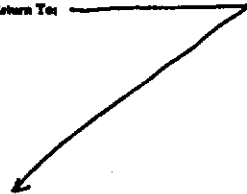
#10336

DECLARATION OF COVENANTS, CONDI-
 TIONS AND RESTRICTIONS OF
 KAMIRA A SUBDIVISION IN KERR
 COUNTY, TEXAS
Kamira
 TO THE PUBLIC

FILED FOR RECORD
 at *4:24* *P*

DEC 7 1984

PATRICIA DYE
 Clerk of the County of Kerr, Texas
 By *Patricia Dye*

Return To: 

JONS AND PARKER, P.C.
 ATTORNEYS AT LAW
 313 EARL GARRETT
 P.O. BOX 472
 KERRVILLE, TEXAS 76028

Filed by: ...
 KERR COUNTY ABSTRACT CO., INC.

Filed for record December 7, 1984 at 4:24 o'clock P. M.
 Recorded December 11, 1984
 PATRICIA DYE, Clerk
 By *Mary E. Hanson* Deputy

THE STATE OF TEXAS

8969

AFFIDAVIT

COUNTY OF KERR

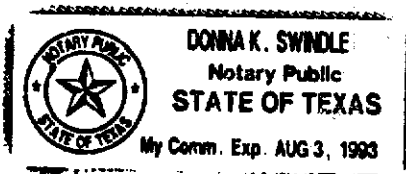
BEFORE ME, the undersigned authority, on this day personally appeared the undersigned, to me well known, who being first duly sworn according to law, on oath hereby deposes and says the following, to wit:

Attached is an instrument amending the Declaration of Covenants, Conditions and Restrictions of Kamira, a subdivision in Kerr County, Texas according to the Declaration recorded in Volume 307, Page 544, Deed Records, Kerr County, Texas relating to Kamira subdivision according to the plat thereof recorded in Volume 5, Page 87, Plat Records, Kerr County, Texas. The attached instrument is a true, correct and complete copy which is duly signed by each of the parties, the originals of which are attached hereto. The attached is an instrument signed by not less the 2/3rds of the lot owners of the Kamira subdivision, and is an amendment to said Declaration.

FURTHER affiant saith not

Deborah E. Jackson - Director
Signature

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Deborah E. JACKSON on this the 15th day of December, 1992, to certify which witness my hand and seal of office.



Donna K. Swindle
Notary Public, State of Texas
My commission expires: _____

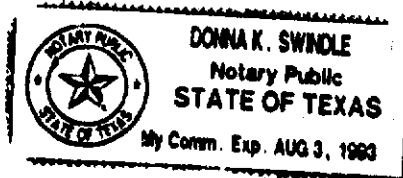
Typed/printed name of notary

THE STATE OF TEXAS

COUNTY OF KERR

Filed 15 Day of Dec AD 1992 3:39 P.M.
PATRICIA D'YE
Clerk County Court - Kerr County, Texas

This instrument was acknowledged before me on this the 15th day of December, 1992, by Deborah E. JACKSON



Donna K. Swindle
Notary Public, State of Texas
My commission expires: _____

Typed/printed name of notary

(5)

AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTION OF KAMIRA A SUBDIVISION IN KERR COUNTY, TEXAS

That portion of Article 3.01 of the Covenants, Conditions and Restriction of Kamira that reads:

"The Architectural Control Committee is composed of two members whose names are Andrew B. Phillips and R. Judd Cribbs."

shall be replaced by the following:

"The Architectural Control Committee shall be composed of up to three members in good standing of the Kamira Property Owners Association to be selected by the Board of Directors of the Association".

Further, that portion of the same Article that reads:

"The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and affective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee."

shall be deleted in its entirety.

Approved:

Signature of Owner(s) and Date (8/19/92)

Lot(s) number(s) 5, 15 - San Antonio F&IC } all TC BC
Lots 2, 13, 17 - Houston F&IC } Marketed By San Antonio F&IC

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

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and affective thereto, the Association shall execute and file for
record an instrument appointing a representative or
representatives, who shall thereafter exercise the same powers and
duties granted herein to the Architectural Control Committee."

shall be deleted in its entirety.

Approved:

D. Clark (D.A. CLARK)
Owner(s)

8/21/92
Date

Lot(s) number(s) 3

RECORDED IN Real Property
FILE DATE: Dec. 15, 1992
FILE TIME: 3:39 O'CLOCK P M
VOL. 669 PAGE 330
RECORDING DATE

No restrictive herein which restricts the sale, rental or use of the described real
property because of color or race is invalid and unenforceable under Federal Law
(THE STATE OF TEXAS)
COUNTY OF KERR
I hereby certify that this instrument was FILED in File Number 669 on the
21st 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

DEC 15 1992

DEC 15 1992



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY William Bruce
Deputy



Patricia Dye
COUNTY CLERK KERR COUNTY, TEXAS

AMENDMENT TO THE COVENANTS, CONDITIONS AND
RESTRICTION OF KAMIRA
A SUBDIVISION IN KERR COUNTY, TEXAS

That portion of Article 3.01 of the Covenants, Conditions and
Restriction of Kamira that reads:

"The Architectural Control Committee is composed of two
members whose names are Andrew B. Phillips and R. Judd Cribbs."

shall be replaced by the following:

"The Architectural Control Committee shall be composed of up
to three members in good standing of the Kamira Property Owners
Association to be selected by the Board of Directors of the
Association".

Further, that portion of the same Article that reads:

"The herein granted powers and duties of the Architectural
Control Committee shall cease and terminate twenty (20) years
after the date of this instrument, and the approval required by
this paragraph shall not be required unless prior to said date
and affective thereto, the Association shall execute and file for
record an instrument appointing a representative or
representatives, who shall thereafter exercise the same powers and
duties granted herein to the Architectural Control Committee."

shall be deleted in its entirety.

Approved:

[Signature]
Owner(s)

[Signature]

9-4-92
Date

Lot(s) number(s) 4

Filed by and return to:
David L. Jackson
Wallace, Mosty, Machann, Jackson and Williams
ATTN: Kathy Swindle
820 Main St. Suite 100
Kerrville, Texas 78028
(51?) 896-3811

①

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Approved:

Henry K. Bannister

Owner(s)

1-19-92

Date

Lot(s) number(s) 6716

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Approved:

Nicholas W. Johnson *Debra E. Johnson* 7/20/92

Owner(s) Date

Lot(s) number(s) 7

(1)

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Approved:

Alan B. Shaw Mary E. Han 7/9/92
Owner(s) Date

Lot(s) number(s) 9

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Approved:

[Handwritten Signature]
Owner(s) _____ Date *Sept 1, 1992*
Lot(s) number(s) *10*

(1)

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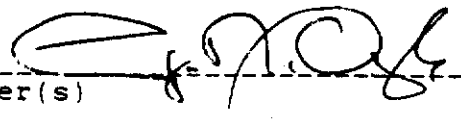
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Approved:


Owner(s)

28 AUG. 92
Date

Lot(s) number(s) LOT 12

(1)

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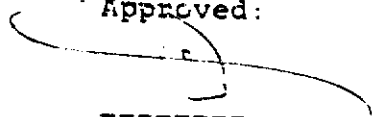
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Approved:



Owner(s)

8/19/92

Date

Lot(s) number(s)

14

(1)

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Approved:

Wayne Stratigis

8/16/92
Date

Owner(s)

Lot(s) number(s)

18

(1)

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Approved:

[Handwritten signature]

Owner(s)

9/10/92
Date

Lot(s) number(s) 19

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Approved:

Patricia F. McKay 8-18-92
Owner(s) Date

Lot(s) number(s) 22

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shall be deleted in its entirety.

Approved:

B. & B. Baunou Jacqueline B. Baunou
Owner(s)

8/16/92
Date

Lot(s) number(s) 23

CD

Vol. 9, PA 344

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shall be deleted in its entirety.

Approved:

Neal Murrea

August 19, 1992
Date

Owner(s)

Lot(s) number

24

THE STATE OF TEXAS

COUNTY OF KERR

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned, to me well known, who being first duly sworn according to law, on oath hereby deposes and says the following, to wit:

Attached is an instrument amending the Declaration of Covenants, Condition and Restrictions of Kamira, a subdivision in Kerr County, Texas, according to the Declaration recorded in Volume 307, Page 544, Deed Records, Kerr County, Texas, relating to Kamira subdivision according to the plat thereof recorded in Volume 5, Page 87, Plat Records, Kerr County, Texas. The attached instrument is a true, correct and complete copy which is duly signed by each of the parties, the originals of which are attached hereto and is an instrument signed by not less the 2/3rds of the lot owners of the Kamira subdivision, which instrument is an amendment to said Declaration.

FURTHER affiant saith not.

[Signature]
Anand Mehendale, President, Director

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Anand Mehendale on this the 11 day of March, 1997, to certify which witness my hand and seal of office.



[Signature]
Notary Public, State of Texas
My commission expires: 5/25/97
Velma Y. Vela
Typed/printed name of notary

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this the _____ day of _____, 1997, by _____

Notary Public, State of Texas
My commission expires: _____

Typed/printed name of notary

Return to:
Kamira Property Owners
Association
P.O. Box 1254
Kerrville, TX 78029
Filed by: R-L. Reagan

9
5
1

FILED FOR RECORD
at 9:01 o'clock A.M.

MAR 18 1997

PATRICIA DYE
Clerk County Court, Kerr County, Texas
[Signature] Deputy

**KAMIRA PROPERTY OWNERS ASSOCIATION
P. O. BOX 1254
KERRVILLE, TEXAS 78029**

Subject: Amendment to the "Declaration of Covenants, Conditions and Restrictions of Kamira" regarding Article IV, Permitted uses and restrictions, Item 4.04 Animals

To Whom it May Concern:

Whereas the above mentioned amendment was discussed at the Annual Meeting of Kamira Property Owners Association on January 10, 1997, said meeting being attended by representatives of 20 of the 24 lots in Kamira; and whereas a motion was passed that the Board of Directors submit the proposed amendment to all property owners for a vote, a ballot was prepared and mailed to all property owners containing the following proposed amendment:

To amend Item 4.04 Animals under Article IV, Permitted Uses and Restrictions of the "Declaration of Covenants and Restrictions of Kamira" to read as follows:

No swine, poultry of any kind, or livestock, with the exception of horses, shall be raised, bred or kept on any lot. Dogs and cats are permitted, but no commercial breeding operation will be permitted. One horse per five (5) acres shall be permitted on any lot but will not be allowed on Kamira roads or road right-of-way unless in a trailer.

This ballot was mailed with cover letter dated January 23, 1997, and executed ballots have been returned with the following results:

Owners of the following numbered lots voted "yes": 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 15, 16, 17, 18, 19, 22, 23, 24, 25.

The owner of lot number one (1) voted "no".

There was no response from the owners of lots 11, 12, 14, and 20.

Summary of votes: 19 yes

1 no

4 no response

Article 6.04 Amendment, of the "Declaration of Covenants, Conditions and Restrictions of Kamira" states that "this Declaration shall be amended by an instrument signed by not less than 2/3rds of the lot owners."

In-as-much as the results of the voting indicate that more than 2/3rds of the lot owners favor this amendment, the amendment is hereby passed and is immediately in effect as part of the "Declaration of Covenants, Conditions, and Restrictions of Kamira", with the ballots being attached for inspection, to be recorded in the offices of the County Clerks of Kerr and Gillespie Counties.

Approved this 3rd day of March, 1997.


Anand Mehendale, President


Robert C. MacKay, Vice President


Wilmer Carroll, Secretary

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTION OF KAMIRA
A SUBDIVISION IN KERR COUNTY, TEXAS
AS AMENDED MARCH 3, 1997

STATE OF TEXAS

)

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF KERR

)

This Declaration made by Kamira Joint Venture, hereinafter called "Developer".

WITNESSETH

WHEREAS, Developer is the owner of that certain property known as Kamira a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas (hereinafter referred to as "KAMIRA"); AND

WHEREAS, it is the desire of Developer to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Kamira, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of tracts in said subdivision:

NOW, THEREFORE, Developer hereby adopts, established and imposes upon Kamira, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01 "Association" shall mean and refer to the Kamira Property Owners' Association, its successors and assigns.

Section 1.02 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. The term "Owner" shall not include a Builder.

Section 1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4.03 Signs: No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign.
- (c) During the time of construction of any building or other improvement, on job identification sign not larger than 5 square feet.
- (d) A "for sale" or "for rent" sign, of reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content and location of all such signs shall be subject to such rules as the Association may promulgate. [Exemptions for the Developer omitted.]

4.04 Animals: *No swine, poultry of any kind, or livestock, with the exception of horses, shall be raised, bred or kept on any lot. Dogs and cats are permitted, but no commercial breeding operation will be permitted. One horse per five (5) acres shall be permitted on any lot but will not be allowed on Kamira roads or road right-of-way unless in a trailer.*

4.05 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property, and no fires shall be permitted on the property unless written approval is obtained in advance from the Architectural Control Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.06 Inoperable Vehicles: No automobile, truck, trailer or other vehicle, or parts thereof, shall be abandoned on this property. No repair or maintenance on automobiles, trucks, trailers or other vehicles shall be conducted or performed on said lands, provided that an individual landowner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicles upon which maintenance is performed shall not remain exposed to public view thereby creating an unsightly appearance to said land.

4.07 Sewage Disposal and Water Supply: Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements. Rules and Regulations of [the] Upper Guadalupe River Authority and the Kerr County Subdivision Regulations, and any other applicable governmental laws, rules or regulations.

4.08 Hunting and Firearms: No hunting shall be allowed on Kamira. No firearms, including pellet and B-B guns, shall be discharged on Kamira.

4.09 Easements: The Developer expressly retains a utility easement as set out in the plat of said land herein referred unto

RECORD Real Property
VOL 891 PG 765

RECORDING DATE

MAR 19 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY

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 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

MAR 19 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

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

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTION OF KAMIRA
A SUBDIVISION IN KERR COUNTY, TEXAS
AS AMENDED DECEMBER 12, 2012

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF KERR }

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WITNESSETH

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NOW, THEREFORE, Developer hereby adopts, established and imposes upon Kamira, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

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Section 1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04 "Lot" shall mean and refer to any plot of land identified by number upon any recorded subdivision map of the Properties with the exception of the Common Area if any.

Section 1.05 "Developer" or "Declarant" shall mean and refer to Kamira Joint Venture, its successors and assigns if such successors or assigns should acquire all of Kamira Joint Venture's interest in the Properties.

Section 1.06 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.07 "Builder" shall mean any home builder, contractor, investor or other person or entity who purchases a lot in Kamira for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.

Section 1.08 "Public Purchaser" shall mean the first person or entity other than the Developer or a Builder who becomes an Owner of any lot in Kamira.

Section 1.09 "Single Family Residence" shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

Section 1.10 "Board" shall refer to the Board of Directors of the Association.

Section 1.11 "Improvements" shall include but shall not be limited to the erection of any structure, including but not limited to additions to or alterations of any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses (all such detached buildings hereinafter referred to as "outbuildings"); the erection of any fence; the erection of any radio or television antennae, satellite receiver and/or dish or other external apparatus designed to receive radio, television and/or other communication signals; the moving of any structure from another location to a lot; the grading, scraping, excavation, or other rearranging of the surface of any lot; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item, and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.

ARTICLE II GENERAL LAND USE

2.01 Land Use and Building Type No lots shall be used for any purpose except for single family residential purposes and there shall not be constructed or maintained thereon more than one (1) single family residence with a covered parking facility. The term "residential purpose", as used herein, excludes hospitals, clinics, apartment houses boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly permitted to remain on any such tracts other than single family dwellings and permitted accessory structures. [Special exemptions for the Developer omitted.]

**ARTICLE III ARCHITECTURAL CONTROL AND
RESTRICTIONS**

3.01 Architectural Control Committee No building or other improvements shall be erected, placed or altered on any lot until the owner or builder has made application to it for approval and has submitted construction plans and specifications and a plan showing the location of the structure or improvements, and any such plans have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be composed of up to three members in good standing of the Kamira Property Owners Association to be selected by the Board of Directors of the Association. The Committee may designate a representative to act for it. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required herein shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when granted will become a part of these restrictions.

3.02 Dwelling Size and Construction The livable area of each main single family residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters shall not be less than 2,000 square feet on all lots. The exterior walls of any residence or outbuilding shall consist of not less than 75% masonry construction. All driveways from any road as shown on the plat of Kamira to a residence on any lot, shall be paved of either concrete, asphaltic concrete or double surface treatment of oil and rock.

3.03 Building Locations No building shall be located on any lot nearer than one hundred (100) feet to the front of the property line or any road as shown on the plat of Kamira, nor nearer than fifty (50) feet to any back or side property line. If two or more lots are consolidated into a building site in conformity with the provisions of Paragraph 3.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

3.04 Re-subdivision and Consolidation None of said lots may be re-subdivided in any fashion, except that any person owning two or more adjoining lots may consolidate such lots into one building site, with the privilege of constructing improvements as permitted in Paragraph 3.03 hereof.

3.05 Construction Type and Term Any construction commenced on any lot must be completed within one (1) year of the time construction was initiated and all buildings erected shall be of new construction, being constructed on site on the respective lot. Modular or ready-built homes or buildings are prohibited.

3.06 Bond for Road Damage No building or other improvements shall be erected, placed or altered on any lot until the Owner or Builder has deposited with the Architectural Control Committee a cash bond in the amount of \$1,500.00. Such \$1,500.00 bond shall be held by the Architectural Control Committee to be used to repair and/or replace damage done to the roads of Kamira caused by the Owner or Builder or either of their employees, licensees, subcontractors, materialmen or laborers during the construction of such improvements as approved by the Architectural Control Committee in accordance with paragraph 3.01. In this regard, the Owner or Builder hereby irrevocably appoints that Architectural Control Committee or its successor, as their attorney-in-fact to take such action or expend such portion of the \$1,500.00 bond as is necessary to make the repairs contemplated hereby.

ARTICLE IV PERMITTED USES AND RESTRICTIONS

4.01 Nuisances No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise thereon, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

4.02 Temporary Structures No modular or ready-built home or building, trailer, mobile home, including any such mobile home with the tires and wheels removed therefrom, regardless of how affixed to the property thereon, basement, tent, shack, garage (except for living quarters contained herein for bona fide servants), barn or other outbuildings or any structure of a temporary character shall be used on any lot any time as a residence either temporarily or permanently.

4.03 Signs No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign.
- (c) During the time of construction of any building or other improvement, on job identification sign not larger than 5 square feet.
- (d) A "for sale" or "for rent" sign, of reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content and location of all such signs shall be subject to such rules as the Association may promulgate, [Exemptions for the Developer omitted.]

4.04 Animals No swine, poultry of any kind, or livestock, with the exception of horses, shall be raised, bred or kept on any lot. Dogs and cats are permitted, but no commercial breeding operation will be permitted. One horse per five (5) acres shall be permitted on any lot but will not be allowed on Kamira roads or road right-of-way unless in a trailer.

4.05 Garbage and Refuse Disposal No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property, and no fires shall be permitted on the property unless written approval is obtained in advance from the Architectural Control Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.06 Inoperable Vehicles No automobile, truck, trailer or other vehicle, or parts thereof, shall be abandoned on this property. No repair or maintenance on automobiles, trucks, trailers or other vehicles shall be conducted or performed on said lands, provided that an individual landowner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicles upon which maintenance is performed shall not remain exposed to public view thereby creating an unsightly appearance to said land.

4.07 Sewage Disposal and Water Supply Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements. Rules and Regulations of [the] Upper Guadalupe River Authority and the Kerr County Subdivision Regulations, and any other applicable governmental laws, rules or regulations.

4.08 Hunting and Firearms No hunting shall be allowed on Kamira. No firearms, including pellet and B-B guns, shall be discharged on Kamira.

4.09 Easements The Developer expressly retains a utility easement as set out in the plat of said land herein referred unto itself, its successors and assigns; said easement being 10 foot wide along the perimeter of each lot as therein set out to be used for utility purposes.

In addition, the Developer expressly reserves and retains unto Developer, its successors and assigns, a perpetual easement and right-of-way for the purpose of ingress and egress over, across and upon all the streets or roads as set out in Plat of Kamira recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas, which use of such easements by Developer, its successors and assigns, shall be in common with the Owners of lots in Kamira.

Additionally, the Developer expressly reserves a sanitation easement over that portion of Lot 4 of Kamira only, that falls within a 150 foot radius of the public water well site which is situated on property [now Lot 24] adjoining the northwest corner of said Lots[sic] 4. No septic system, drain lines or other sanitation disposal systems can be installed or located within said sanitation easement as herein described.

4.10 Oil Development and Mining Prohibited No oil wells drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

4.11 Fences and Walls No fence, wall or hedge that exceeds five (5') feet in height shall be placed, constructed or permitted to remain on any Lot, except the exterior fence around the perimeter of the Subdivision, which is and shall remain a deer-proof high fence. No fence, wall or hedge shall be constructed of barbed wire.

4.12 Motorcycles No motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle shall be operated on any road within Kamira as shown on the plat of same or on any Lot unless such motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle is properly muffled. The determination of what constitutes "properly muffled" shall be solely within the discretion of the Architectural Control Committee. The primary purpose of this restriction is to prohibit noise pollution that is contrary to the common scheme of development of Kamira and that creates a nuisance to the Owners of Kamira.

4.13 Trucks, Boats, Motor Homes, Buses and Trailers No truck, boat, motor home, bus or trailer shall be left parked in the road or roads adjoining any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, boat, motor home, bus or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from any road within Kamira as described in the plat of same.

ARTICLE V MAINTENANCE FUND

5.01 Monthly Charge Each residential lot shall be subject to a monthly maintenance charge to be used for the purposes of maintenance and improvements and to promote the recreation, health, safety and welfare of the residents, and other purposes necessary or desirable in the opinion of the administrator of such fund to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of Kamira.

5.02 Property Owner's Association [Special language for the Developer omitted.] The Administration of [the Maintenance Fund] shall be transferred to the Association consisting of all of the owners of lots in Kamira. The Association may incorporate under the laws of the state of Texas to facilitate the administration of its duties and functions. [The Association has been incorporated.] Each residential lot owner shall be a member of such Association and entitled to one (1) vote for each lot owned by deed or contract. [Procedures prior to incorporation omitted.]

5.03 Special Assessments Each lot shall also be subject to special assessments for capital improvements and deficits. After the Association assumes administration of responsibilities of the maintenance fund, any such assessment shall have the assent of 2/3rds of the voting members present at a meeting called for the purpose. Written notice of such a meeting shall be sent to all members not less than 15 days nor more than 50 days prior to the meeting,

5.04 Date of Commencement of Charge The maintenance charge shall be paid annually. The charge shall commence on the 1st day of the month after the owner acquires title either by deed or contract to the lot subject thereto. [Obsolete provisions for the Developer omitted.] Further, the maintenance charge shall accrue as against the Builders who acquire lots for the purpose of building speculative residential housing. From the 1st day of the month next following the date a builder signs a contract to purchase a lot in Kamira, the Builder shall pay to the Maintenance Fund or the Association the maintenance charge, and the Builder shall be liable for any special assessments.

5.05 Amount of Charge [Obsolete initial provisions omitted.] After the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association.

5.06 Creation of Lien The charges shall be secured by a Vendor's Lien on the lots subject to such charge, and the party charged with the responsibility of collecting and administering such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In such event, there shall be added to the amount of the charge, interest and costs of collection, including reasonable attorneys fees. The maintenance charge shall remain effective until January 1, 1999, and shall automatically be extended thereafter for successive periods of five (5) years; provided that the Association may revoke such maintenance charge as of January 1, 1999, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Offices of the County clerks, of Kerr and Gillespie Counties, Texas. The party charged with the responsibility of administering the fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph.

5.07 Right of Mortgagees Any violation of any of the easements, agreements, restrictions, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against said lot, at the time that the easement, agreements, restrictions, reservations, or covenants are violated. In order to encourage the granting of first mortgage liens on property within this subdivision [the]

...Association may proceed to enforce its prior lien, granted and reserved under these restrictions upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent , together with the notation "Final sixty (60) day notification to proceed to collect maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, ...[the] Association shall furnish, for the mortgage holder's file an executed form relating the provisions of this paragraph to the applicable individual lot. [The three dots (...) above indicate the obsolete references to the Developer have been omitted.]

**ARTICLE VI
GENERAL
PROVISIONS**

6.01 Term These covenants of restrictions are to run with the land and shall be binding on all parties having any right, title or interest in the lots in Kamira and all persons claiming under them until January 1, 1999, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 2/3rds of the then owners of the lots is filed for record in Kerr and Gillespie Counties, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

6.02 Enforcement The covenants, reservations, easements and restrictions set out herein are for the benefit of ...any subsequent owner of a lot or lots in Kamira and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, and easements and restrictions contained herein shall be construed as running with the land, enforceable at law or in equity, by any one or more of said parties. The covenants, restrictions, easements and obligations herein contained are performable and shall be enforceable in Kerr County, Texas. [The three dots (...) above indicate an obsolete reference to the Developer has been omitted.]

6.03 Severability The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

6.04 Amendment This Declaration shall be amended during the first 10 year period by an instrument signed by not less than 2/3rds of the lot owners. After 10 years, the Declaration may be amended by an instrument signed by not less than 2/3rds of the lot owners. To be valid, any amendment must be recorded in the Deed Records of Kerr and Gillespie Counties, Texas.

6.05 Acceptance of Declaration By acceptance of a deed, or by acquiring any ownership interest in any real property included within the Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS THEREOF, the undersigned, being the Developer herein, has hereunto set its hand this 7th day of December, 1984.

KAMIRA JOINT VENTURE

By Andrew B. Phillips,
Managing Venturer

Amended this twelfth day of January 2012

President



PRESIDENT 2012-2013

Secretary _____

ACKNOWLEDGEMENT

State of TEXAS

County of KERR

On December 11, 2012, before me, Geraldine Rodriguez, Notary Public personally appeared Wilmer Lee Carroll, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

11 December 2012
Date

Wilmer Lee Carroll
Signature

WITNESS my hand and official seal before me this 11th, of December, 2012.

Geraldine Rodriguez (Seal)
Notary's Signature



December 11, 2016
Commission Expires

Return to:
✓ Wilmer Carroll
KPOA
1548 HARPER RD
KERRVILLE, TX 78028

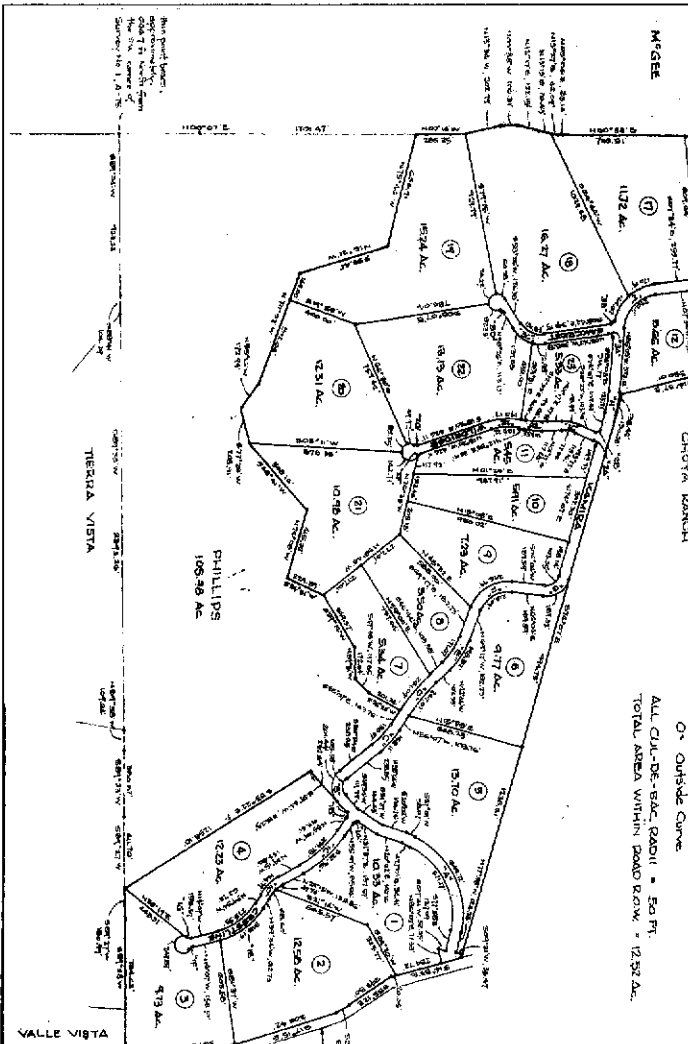
4400
STATE OF TEXAS
COUNTY OF KERR
DEC 11 2012
Notary Seal and Stamp
Geraldine Rodriguez, Notary Public, State of Texas
My Commission Expires December 11, 2016

ROAD DATA

ROAD	R.O.W.	CURVE NO.	DELTA	RADIUS	ARC	DEGREES	
			S/O	S/O	S/O	S/O	
KAMIRZA	60'	A	78°00'	484.50/414.64	211.77/164.11	15°00'/11°31'	
		B	91°32'	444.00/142.07	138.56/201.44	14°00'/10°18'	
		C	17°14'	491.14/158.14	180.07/161.11	11°20'/10°18'	
		D	15°43'	187.57/117.37	240.07/161.07	09°25'/09°07'	
		E	3°39'	389.71/428.21	171.07/158.87	10°31'/10°31'	
		F	7°21'	148.84/218.84	218.07/161.07	14°38'/14°46'	
		G	6°07'	606.07/108.07	103.25/161.07	17°38'/14°46'	
		H	11°52'	115.00/115.00	127.11/161.07	07°03'/10°08'	
		I	7°21'/11°31'	211.07/211.07	171.07/161.07	12°23'/10°08'	
		J	30°08'	422.00/212.00	171.07/161.07	11°41'/10°08'	
		K	17°46'/10°08'	305.07/258.07	158.07/161.07	11°41'/10°08'	
		L	45°50'	15.00'	11.47'		
		M	45°50'	15.00'	12.77'		
CRESTLINE	50'	1A	81°00'	20.00'	22.80'	32°32'	
		1B	74°57'	26.35'	24.00'	34.00'	
		1C	26°35'	64.67/161.67	247.77/161.67	09°51'/09°13'	
		1D	30°15'	223.72/213.72	118.54/144.17	25°51'/10°17'	
		1E	45°27'	542.91/287.91	278.53/258.17	10°20'/14°15'	
		1F	15°00'	15.00'	13.62'		
		1G	52°01'	15.00'	13.62'		
		2A	82°32'	22.00'	22.80'		
		2B	41°31'	22.00'	24.00'		
		2C	24°40'	118.44/228.44	71.00/161.67	31°01'/29°04'	
		2D	3°39'	387.12/437.12	194.46/168.87	14°48'/10°17'	
		2E	8°25'	302.83/352.83	163.22/161.07	18°56'/14°14'	
		2F	52°01'	15.00'	13.62'		
2G	52°01'	15.00'	13.62'				
3A	102°40'	22.00'	22.80'				
3B	102°40'	22.00'	24.00'				
3C	67°07'	125.56/175.56	158.87/201.43	14°14'/11°55'			
3D	16°31'	15.00'	20.07'				

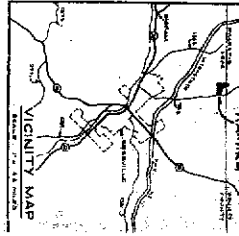
NOTES: ROW = Right-of-Way Width
I = Inside Curve
O = Outside Curve

ALL CUR-DE-DE-ROAD = 50 FT.
TOTAL AREA WITHIN ROAD ROW = 12,572 AC.



#19052

VOLUME 5 PAGE 87



LEGAL NOTICE
I, the undersigned, being a duly qualified and sworn public surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that it is a true and correct copy of the original plat on file in my office. Witness my hand and the seal of my office this 18th day of October, 1964.

W. C. Kibbe
Public Surveyor

WARRANTY
I, the undersigned, being a duly qualified and sworn public surveyor in the State of Texas, do hereby warrant that the foregoing plat was prepared by me or under my direct supervision and that it is a true and correct copy of the original plat on file in my office. Witness my hand and the seal of my office this 18th day of October, 1964.

W. C. Kibbe
Public Surveyor

R.P. KIBBE
S-1956
A-1815 (S), 1250 (K)

W.M. EASLEY
S-2563
A-2037

DATA REQUIREMENTS
Any specific survey information on any lot shall be a minimum of one hundred (100) feet or more from the boundary of the lot. The survey shall be a public street wall.

CARBON MOUNT
S-1071
A-1141

HARGER ROAD
F.M. HWY. 147B

KAMIRZA
A SUBDIVISION CONTAINING 24730 ACRES OF LAND, MORE OR LESS, IN GILLESPIE AND KERR COUNTIES, TEXAS, OUT OF VARIOUS ORIGINAL PATENT SURVEYS AS FOLLOWS:

SURVEY	SURVEY NO.	ABSTRACT NO.	COUNTY	ACRES
BS&F	1	75	KERR	219.74
BS&F	1	92	GILLESPIE	12.46
BS&F	1	90	GILLESPIE	14.73
BS&F	2	R61	KERR	0.37

COMPRISING APPROXIMATELY 2719 ACRES IN GILLESPIE COUNTY AND 22011 ACRES IN KERR COUNTY
OCTOBER 1964

WOLKEL Surveyors & Engineers
1000 W. 10th St., Suite 100
Fort Worth, Texas 76102

GENERAL NOTES

No building or other structure shall be placed on any lot
smaller than:

- 100 ft. from any street
- 25 ft. from any side property line
- 50 ft. from any rear property line

School District: Kerrville Independent
 Harper Independent
 County line is school district line.

All drainage to be surface following the natural contours.

Grantor hereby retains perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10) ft. of the front, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes and roads of the subdivision. Nothing shall be placed or permitted to remain within the easement area which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those improvements for which an authorized utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut and trim, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the reconstruction of buildings on any of the lots and/or tracts of this subdivision.

I hereby certify that the water supply and sewage disposal utility systems installed, or proposed for installation, in the subdivision platted herein fully meet the requirements of the Texas State Health Department and U.C.R.A., and are hereby approved as shown.

STATE OF TEXAS
 COUNTY OF KERR

The above
 easements, and as
 land shown on the
 between and to
 subdivision, a P
 ingress and egress
 plat and as hereon
 subsequent owners
 reserved shall be
 said Andrew B.
 accordingly Andrew
 convey similar to

UGRA REQUIREMENTS:

Any septic system installed on any lot shall be a minimum of one hundred (100) ft. from any private water well, or one hundred fifty (150) ft. from a public water well.

SEPAR WUET

S-ST

A-141

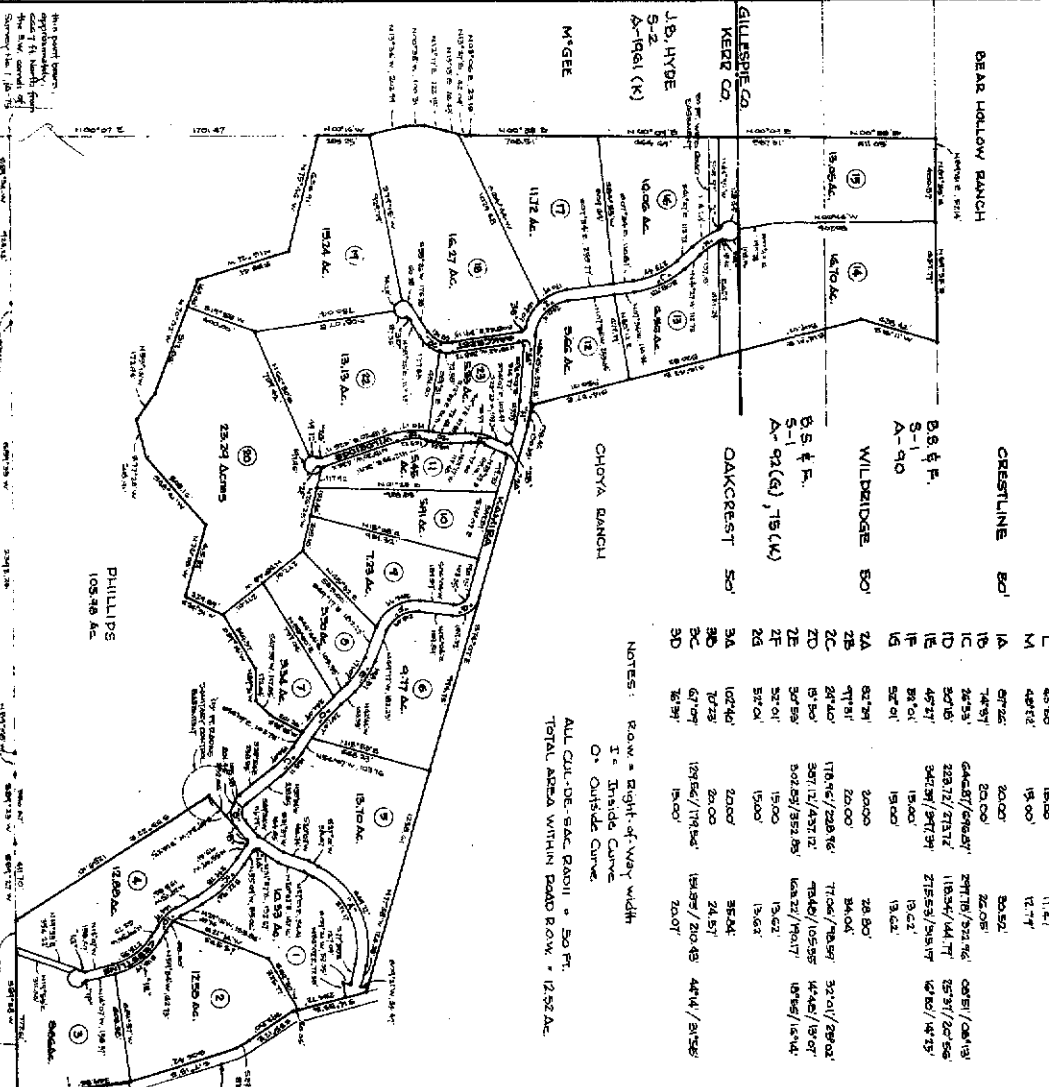
HARPER ROAD

E.M. HWY. N# 783

KAMIT

A SUBSISTANT COUTAIN

BRING 40-105-56-104



SCALE: 1"=400'
 * Indicated by 'K' from middle of lot corners and 'T' from corners and lot corners

ROAD DATA

ROAD	ROW	CURVE NO.	DELTA	RADIUS	ARC	DEGREES
KAMIRA	60'	A	74° 00'	450.00'	571.77'	17° 00' / 179.1°
		B	47° 52'	64.01'	128.01'	84° 00' / 144.1°
		C	17° 14'	491.14'	196.07'	11° 28' / 167.1°
		D	15° 25'	192.51'	241.07'	109° 07' / 204.1°
		E	39° 39'	89.73'	429.31'	171.07' / 198.8°
		F	7° 11'	44.84'	429.31'	318.07' / 275.9°
		G	60° 11'	78.99'	103.25'	167.91' / 197.2°
		H	17° 56'	696.04'	124.87'	190.62' / 270.0°
		I	70° 30' / 71° 30'	211.02'	270.11'	190.62' / 270.0°
		J	59° 39'	442.44'	273.47'	182.33' / 270.0°
CRESTLINE	60'	L	45° 36'	15.00'	12.77'	11.47'
		M	45° 36'	15.00'	12.77'	11.47'
		N	45° 36'	15.00'	12.77'	11.47'
		O	45° 36'	15.00'	12.77'	11.47'
		P	45° 36'	15.00'	12.77'	11.47'
		Q	45° 36'	15.00'	12.77'	11.47'
		R	45° 36'	15.00'	12.77'	11.47'
		S	45° 36'	15.00'	12.77'	11.47'
		T	45° 36'	15.00'	12.77'	11.47'
		U	45° 36'	15.00'	12.77'	11.47'
WILDBRIDGE	60'	V	57° 26'	20.00'	20.52'	22.05°
		W	48° 57'	64.87'	297.19'	272.16° / 272.16°
		X	30° 16'	323.72'	118.84'	144.1° / 144.1°
		Y	49° 27'	342.79'	215.59'	159.17° / 159.17°
		Z	57° 01'	19.00'	19.02'	18.02°
		AA	57° 01'	19.00'	19.02'	18.02°
		AB	57° 01'	19.00'	19.02'	18.02°
		AC	57° 01'	19.00'	19.02'	18.02°
		AD	57° 01'	19.00'	19.02'	18.02°
		AE	57° 01'	19.00'	19.02'	18.02°

NOTES: Row = Right-of-Way width
 I = Inside Curve
 O = Outside Curve
 ALL CUT-DE-SIDE PAVIL = 50 FT.
 TOTAL AREA WITHIN ROAD ROW = 1252 AC.

CAMRIDA PLAT
 S-6177
 A-1161

MAPPED ROAD
 FM HWY. 14705

VOELKEL SUBDIVISION & SURVEYS
 148 S.W. 11th ST.
 MIAMI, FL 33135

A REPLAT OF KAMIRA

A SUBDIVISION CONTAINING 247.30 ACRES OF LAND MORE OR LESS, IN GILLESPIE AND KERR COUNTIES, TEXAS; OUT OF VARIOUS ORIGINAL PATENT SURVEYS AS FOLLOWS:

SURVEY SURVEY NO. ABSTRACT NO. COUNTY ACRES

B.S.#F. 1 75 KERR 219.74

B.S.#F. 1 92 GILLESPIE 12.46

B.S.#F. 1 90 GILLESPIE 14.73

J.B.HYDE 2 1961 KERR 0.37

COMPRISES APPROXIMATELY 27.19 ACRES IN GILLESPIE COUNTY AND 220.11 ACRES IN KERR COUNTY

NOVEMBER, 1905

NEW REQUIREMENTS:
 Any plat or certificate published on any lot shall be a map and the plat shall be filed in the office of the county clerk of the county in which the land is situated, and shall be subject to the provisions of the Public Works Law.

VOELKEL
 L.W. Voelkel
 L.W. Voelkel
 L.W. Voelkel

VOELKEL SUBDIVISION & SURVEYS
 L.W. Voelkel
 L.W. Voelkel
 L.W. Voelkel

VOELKEL SUBDIVISION & SURVEYS
 L.W. Voelkel
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EXHIBIT A, SURVEY

the building, the utility structure shall be erected on any lot
not over 1000 sq. ft.

170 ft. from any street
25 ft. from any side property line
50 ft. from any rear property line

Subject District: Merrill Independent
Harper Independent
County line is shown district line.

All drainage to be surface following the natural contours.

Whether hereby herein perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereof, whether installed in the air, upon the surface or underground, along and within ten (10) ft. of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes and roads of the subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those improvements for which an authority or utility company is responsible. Utility easements or other employees shall have all of the rights herein and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the full right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within

BY-LAWS
OF KAMIRA PROPERTY OWNERS ASSOCIATION, INC.
As amended 1-12-2012

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BY-LAWS
OF KAMIRA PROPERTY OWNERS ASSOCIATION, INC.
As amended 1-12-2012

Article I

NAME AND LOCATION

The name of the corporation is KAMIRA PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

The principal office of the corporation shall be located at 1315 Kamira Drive, Kerrville, Texas 78028, but meetings of members and directors may be held at such places within the State of Texas, County of Kerr, as may be designated by the Board of Directors.

Article II

DEFINITIONS

Section 1. "Association shall mean and refer to KAMIRA PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Amended 1-12-12

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties and purchasers of any Lot which is a part of the Properties by Contract for Deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Kerr County, Texas as well as any amendments thereto.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Article III

MEETING OF MEMBERS

Section 1. Annual Meetings. The Annual Meeting of the members shall be held on the tenth day of January of each year, at the hour of 7:30 o'clock P.M. If the tenth of January falls on Saturday, Sunday or a legal holiday, the meeting will be held at the same hour on the first weekday following that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote twenty (20%) per cent of all of the votes of the entire membership.

Section 3. Unassembled Meetings. The Directors, at their option, may poll the membership by means of written mail ballot. Votes submitted in this manner shall have the same standing and effect as if cast at an assembled meeting. However, the Annual meeting must be an assembled meeting.

Amended 1-12-12

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 7. Delinquent Lots. Lots that are delinquent in the payment of assessments will be permitted to vote.

Amended 1-12-12

Article IV

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Three (3) directors, who must be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect a number of directors necessary to fill the directors positions then coming vacant.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of this predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of two or more members of the Association. The Nominating Committee and its Chairman shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members.

Section 2. Election. Election to the Board of Directors shall be by written open ballot, each signed with lot number noted. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly and shall be open to the members, except for executive sessions covering matters determined to be confidential by the Board. Notice of such meetings, including agenda, date, time and place shall be given to the members within ten days if by US mail, or three if electronically.

Amended 1-12-12

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors. The same notice requirements shall apply to special meetings as to regular meetings.

Section 3. Unassembled meetings. The Directors may, at their option, conduct Special Meetings of the Board by mail or telephone, and such actions shall have the same standing as if conducted at an assembled meeting. The Minutes of such meetings shall be kept in the same manner as those for assembled meetings.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) (deleted)

Amended 1-12-12

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribed their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are property performed;

(c) Prepare an annual budget for the Association, as follows:

(1) Prepare an estimated budget to be presented to the members at the Annual Meeting.

(2) Prepare a final budget after the Annual Meeting, covering all approved, statutory and contractual activities of the Association.

(3) Fix the amount of the annual assessment against each Lot, based on the final budget, as soon as is practicable after the Annual Meeting, but in no case more than thirty (30) days after such meeting.

(4) Send written notice of each assessment to every Owner subject thereto not more than 45 days after the Annual Meeting. Mailing of said notice to the latest address on file with the Association shall be deemed to have complied with all requirements of this Section.

(5) Assessments that are not paid thirty (30) days after the written notice required by (4) above shall be delinquent.

(d) Foreclose the lien against any property for which assessments are delinquent or bring action at law against the owner personally obligated to pay the same.

(1) Implementation of this Subsection shall be at the discretion of the Directors on a case-by-case basis.

(e) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) Procure and maintain adequate liability and hazard insurance on property owned by the Association or for which the Association may be responsible;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Cause the Common Area to be maintained; and

(i) Cause the exterior of the dwellings to be maintained

Article VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers that the Board may from time to time by resolution create.

Section 2. Eligibility. Only those who are members of the Association and who are not delinquent under Article VII of these By-Laws, may serve as officers.

Section 3. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 4. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 6. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Amended 1-12-12

Section 7. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8, Multiple offices. The offices of president and secretary must be held by separate persons. Other offices may be held simultaneously by the same person, including any special offices created pursuant to Section 5 of this Article.

Section 9. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Association and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; Keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 10. Liability of Directors. The Directors of the Kamira Property Owners Association, Inc., will not be liable to the Corporation or to its members for monetary damages for acts or omissions that occur in the Directors' capacity as Directors. This Article does not limit the liability of Directors for acts or omissions or a breach of the duty of loyalty to the Corporation or its members, an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, or a transaction from which the Director receives an improper benefit.

Article IX

COMMITTEES

Section 1. Architectural Control Committee. The Association shall appoint a representative to the Architectural Control Committee, as provided in the Declaration.

(a). The Permanent Members of the Architectural Control Committee shall be responsible for collecting and transmitting to the Treasurer all Bonds for Road Damage required under Article 3.06 of the Declaration at the time their committee approval is granted for construction or improvements.

Section 2. Nominating Committee. The Board of Directors shall appoint a Nominating Committee, as provided in Article V, Section 1 of these by-laws.

Section 3. Other Committees. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Article X

BOOKS AND RECORDS

Section 1. The books, documents, records and papers of the Association shall be available for inspection, upon written request, within ten working days of such request, to any member or other person a member has designated in writing as their agent, attorney or accountant. If copies of any of the books, documents, records or papers are requested, the requesting member shall be responsible for the reasonable costs involved.

Section 2. The Association shall retain in its files the following documents according to the schedule indicated:

(a) Articles of Incorporation, By-Laws, Declaration of Covenants, and all amendments to these shall be retained permanently.

(b) Financial books and records shall be retained for seven years.

(c) Account records of current owners shall be retained for five years.

(d) Contracts with a term of one year or more shall be retained for four years after expiration.

(e) Minutes of annual and Board meetings shall be retained for seven years.

(f) Tax returns and audit records shall be retained for seven years.

Article XI

ASSESSMENTS

Section 1. As more fully provided in Article V of the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are delinquent under Article VII (c) of these By-Laws shall bear interest from the date of delinquency at the rate of eighteen percent per annum, compounded daily, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Provided, however, that that date of delinquency shall be considered to be three months after the due date of any regular or special assessment, the three month period being the duration of the Association's alternative payment schedule plan. At the end of each month of the three month period, the delinquent member shall pay to the Association one-third of the amount of the assessment owed. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Amended 1-12-12

Article XII

AMENDMENTS AND CONFLICTS

Section 1. These by-laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds of the members entitled to vote who are present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these by-laws, the Articles shall control; and in the case of any conflict between the Declaration and these by-laws, the Declaration shall control.

Article XIII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the data of incorporation.

Adopted by the Board of Directors on the twelfth day of January,
2012

SIGNED:

ATTEST:

President _____

Secretary _____

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTION OF KAMIRA
A SUBDIVISION IN KERR COUNTY, TEXAS
AS AMENDED DECEMBER 12, 2012**

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF KERR }

This Declaration made by Kamira Joint Venture, hereinafter called "Developer".

WITNESSETH

WHEREAS, Developer is the owner of that certain property known as Kamira a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas (hereinafter referred to as "KAMIRA"); AND

WHEREAS, it is the desire of Developer to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Kamira, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of tracts in said subdivision:

NOW, THEREFORE, Developer hereby adopts, established and imposes upon Kamira, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1.01 "Association" shall mean and refer to the Kamira Property Owners' Association, its successors and assigns.

Section 1.02 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. The term "Owner" shall not include a Builder.

Section 1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04 "Lot" shall mean and refer to any plot of land identified by number upon any recorded subdivision map of the Properties with the exception of the Common Area if any.

Section 1.05 "Developer" or "Declarant" shall mean and refer to Kamira Joint Venture, its successors and assigns if such successors or assigns should acquire all of Kamira Joint Venture's interest in the Properties.

Section 1.06 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.07 "Builder" shall mean any home builder, contractor, investor or other person or entity who purchases a lot in Kamira for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.

Section 1.08 "Public Purchaser" shall mean the first person or entity other than the Developer or a Builder who becomes an Owner of any lot in Kamira.

Section 1.09 "Single Family Residence" shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

Section 1.10 "Board" shall refer to the Board of Directors of the Association.

Section 1.11 "Improvements" shall include but shall not be limited to the erection of any structure, including but not limited to additions to or alterations of any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses (all such detached buildings hereinafter referred to as "outbuildings"); the erection of any fence; the erection of any radio or television antennae, satellite receiver and/or dish or other external apparatus designed to receive radio, television and/or other communication signals; the moving of any structure from another location to a lot; the grading, scraping, excavation, or other rearranging of the surface of any lot; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item, and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.

ARTICLE II GENERAL LAND USE

2.01 Land Use and Building Type No lots shall be used for any purpose except for single family residential purposes and there shall not be constructed or maintained thereon more than one (1) single family residence with a covered parking facility. The term "residential purpose", as used herein, excludes hospitals, clinics, apartment houses boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly permitted to remain on any such tracts other than single family dwellings and permitted accessory structures. [Special exemptions for the Developer omitted.]

ARTICLE III ARCHITECTURAL CONTROL AND RESTRICTIONS

3.01 Architectural Control Committee No building or other improvements shall be erected, placed or altered on any lot until the owner or builder has made application to it for approval and has submitted construction plans and specifications and a plan showing the location of the structure or improvements, and any such plans have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be composed of up to three members in good standing of the Kamira Property Owners Association to be selected by the Board of Directors of the Association. The Committee may designate a representative to act for it. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required herein shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when granted will become a part of these restrictions.

3.02 Dwelling Size and Construction The livable area of each main single family residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters shall not be less than 2,000 square feet on all lots. The exterior walls of any residence or outbuilding shall consist of not less than 75% masonry construction. All driveways from any road as shown on the plat of Kamira to a residence on any lot, shall be paved of either concrete, asphaltic concrete or double surface treatment of oil and rock.

3.03 Building Locations No building shall be located on any lot nearer than one hundred (100) feet to the front of the property line or any road as shown on the plat of Kamira, nor nearer than fifty (50) feet to any back or side property line. If two or more lots are consolidated into a building site in conformity with the provisions of Paragraph 3.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

3.04 Re-subdivision and Consolidation None of said lots may be re-subdivided in any fashion, except that any person owning two or more adjoining lots may consolidate such lots into one building site, with the privilege of constructing improvements as permitted in Paragraph 3.03 hereof.

3.05 Construction Type and Term Any construction commenced on any lot must be completed within one (1) year of the time construction was initiated and all buildings erected shall be of new construction, being constructed on site on the respective lot. Modular or ready-built homes or buildings are prohibited.

3.06 Bond for Road Damage No building or other improvements shall be erected, placed or altered on any lot until the Owner or Builder has deposited with the Architectural Control Committee a cash bond in the amount of \$1,500.00. Such \$1,500.00 bond shall be held by the Architectural Control Committee to be used to repair and/or replace damage done to the roads of Kamira caused by the Owner or Builder or either of their employees, licensees, subcontractors, materialmen or laborers during the construction of such improvements as approved by the Architectural Control Committee in accordance with paragraph 3.01. In this regard, the Owner or Builder hereby irrevocably appoints that Architectural Control Committee or its successor, as their attorney-in-fact to take such action or expend such portion of the \$1,500.00 bond as is necessary to make the repairs contemplated hereby.

ARTICLE IV PERMITTED USES AND RESTRICTIONS

4.01 Nuisances No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise thereon, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

4.02 Temporary Structures No modular or ready-built home or building, trailer, mobile home, including any such mobile home with the tires and wheels removed therefrom, regardless of how affixed to the property thereon, basement, tent, shack, garage (except for living quarters contained herein for bona fide servants), barn or other outbuildings or any structure of a temporary character shall be used on any lot any time as a residence either temporarily or permanently.

4.03 Signs No signs whatsoever (movable or affixed), including, but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any Lot except:

- (a) Such signs as may be required by law.
- (b) A residential identification sign.
- (c) During the time of construction of any building or other improvement, on job identification sign not larger than 5 square feet.
- (d) A "for sale" or "for rent" sign, of reasonable type, size and appearance, which is similar to other signs customarily used in Kerr County, Texas, to advertise individual parcels of residential real property.

The content and location of all such signs shall be subject to such rules as the Association may promulgate, [Exemptions for the Developer omitted.]

4.04 Animals No swine, poultry of any kind, or livestock, with the exception of horses, shall be raised, bred or kept on any lot. Dogs and cats are permitted, but no commercial breeding operation will be permitted. One horse per five (5) acres shall be permitted on any lot but will not be allowed on Kamira roads or road right-of-way unless in a trailer.

4.05 Garbage and Refuse Disposal No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property, and no fires shall be permitted on the property unless written approval is obtained in advance from the Architectural Control Committee. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.06 Inoperable Vehicles No automobile, truck, trailer or other vehicle, or parts thereof, shall be abandoned on this property. No repair or maintenance on automobiles, trucks, trailers or other vehicles shall be conducted or performed on said lands, provided that an individual landowner may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicles upon which maintenance is performed shall not remain exposed to public view thereby creating an unsightly appearance to said land.

4.07 Sewage Disposal and Water Supply Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements. Rules and Regulations of [the] Upper Guadalupe River Authority and the Kerr County Subdivision Regulations, and any other applicable governmental laws, rules or regulations.

4.08 Hunting and Firearms No hunting shall be allowed on Kamira. No firearms, including pellet and B-B guns, shall be discharged on Kamira.

4.09 Easements The Developer expressly retains a utility easement as set out in the plat of said land herein referred unto itself, its successors and assigns; said easement being 10 foot wide along the perimeter of each lot as therein set out to be used for utility purposes.

In addition, the Developer expressly reserves and retains unto Developer, its successors and assigns, a perpetual easement and right-of-way for the purpose of ingress and egress over, across and upon all the streets or roads as set out in Plat of Kamira recorded in Volume 5, Page 87 of the Plat Records of Kerr County, Texas, which use of such easements by Developer, its successors and assigns, shall be in common with the Owners of lots in Kamira.

Additionally, the Developer expressly reserves a sanitation easement over that portion of Lot 4 of Kamira only, that falls within a 150 foot radius of the public water well site which is situated on property [now Lot 24] adjoining the northwest corner of said Lots[sic] 4. No septic system, drain lines or other sanitation disposal systems can be installed or located within said sanitation easement as herein described.

4.10 Oil Development and Mining Prohibited No oil wells drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

4.11 Fences and Walls No fence, wall or hedge that exceeds five (5') feet in height shall be placed, constructed or permitted to remain on any Lot, except the exterior fence around the perimeter of the Subdivision, which is and shall remain a deer-proof high fence. No fence, wall or hedge shall be constructed of barbed wire.

4.12 Motorcycles No motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle shall be operated on any road within Kamira as shown on the plat of same or on any Lot unless such motorcycle, motorized bicycle, go-cart, dirt bike or all-terrain vehicle is properly muffled. The determination of what constitutes "properly muffled" shall be solely within the discretion of the Architectural Control Committee. The primary purpose of this restriction is to prohibit noise pollution that is contrary to the common scheme of development of Kamira and that creates a nuisance to the Owners of Kamira.

4.13 Trucks, Boats^ Motor Homes, Buses and Trailers No truck, boat, motor home, bus or trailer shall be left parked in the road or roads adjoining any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, boat, motor home, bus or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from any road within Kamira as described in the plat of same.

ARTICLE V MAINTENANCE FUND

5.01 Monthly Charge Each residential lot shall be subject to a monthly maintenance charge to be used for the purposes of maintenance and improvements and to promote the recreation, health, safety and welfare of the residents, and other purposes necessary or desirable in the opinion of the administrator of such fund to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of Kamira.

5.02 Property Owner's Association [Special language for the Developer omitted.] The Administration of [the Maintenance Fund] shall be transferred to the Association consisting of all of the owners of lots in Kamira. The Association may incorporate under the laws of the state of Texas to facilitate the administration of its duties and functions. [The Association has been incorporated.] Each residential lot owner shall be a member of such Association and entitled to one (1) vote for each lot owned by deed or contract. [Procedures prior to incorporation omitted.]

5.03 Special Assessments Each lot shall also be subject to special assessments for capital improvements and deficits. After the Association assumes administration of responsibilities of the maintenance fund, any such assessment shall have the assent of 2/3rds of the voting members present at a meeting called for the purpose. Written notice of such a meeting shall be sent to all members not less than 15 days nor more than 50 days prior to the meeting,

5.04 Date of Commencement of Charge The maintenance charge shall be paid annually. The charge shall commence on the 1st day of the month after the owner acquires title either by deed or contract to the lot subject thereto. [Obsolete provisions for the Developer omitted.] Further, the maintenance charge shall accrue as against the Builders who acquire lots for the purpose of building speculative residential housing. From the 1st day of the month next following the date a builder signs a contract to purchase a lot in Kamira, the Builder shall pay to the Maintenance Fund or the Association the maintenance charge, and the Builder shall be liable for any special assessments.

5.05 Amount of Charge [Obsolete initial provisions omitted.] After the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association.

5.06 Creation of Lien The charges shall be secured by a Vendor's Lien on the lots subject to such charge, and the party charged with the responsibility of collecting and administering such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In such event, there shall be added to the amount of the charge, interest and costs of collection, including reasonable attorneys fees. The maintenance charge shall remain effective until January 1, 1999, and shall automatically be extended thereafter for successive periods of five (5) years; provided that the Association may revoke such maintenance charge as of January 1, 1999, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Offices of the County clerks, of Kerr and Gillespie Counties, Texas. The party charged with the responsibility of administering the fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph.

5.07 Right of Mortgagees Any violation of any of the easements, agreements, restrictions, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against said lot, at the time that the easement, agreements, restrictions, reservations, or covenants are violated. In order to encourage the granting of first mortgage liens on property within this subdivision [the]

...Association may proceed to enforce its prior lien, granted and reserved under these restrictions upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day notice be sent to the nearest office of such first mortgage lien holder by registered mail of such intent, which notice may be a statement of the charges delinquent , together with the notation "Final sixty (60) day notification to proceed to collect maintenance fund lien." Upon request by any first lien mortgage holder, or proposed holder, ...[the] Association shall furnish, for the mortgage holder's file an executed form relating the provisions of this paragraph to the applicable individual lot. [The three dots (...) above indicate the obsolete references to the Developer have been omitted.]

**ARTICLE VI
GENERAL
PROVISIONS**

6.01 Term These covenants of restrictions are to run with the land and shall be binding on all parties having any right, title or interest in the lots in Kamira and all persons claiming under them until January 1, 1999, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 2/3rds of the then owners of the lots is filed for record in Kerr and Gillespie Counties, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

6.02 Enforcement The covenants, reservations, easements and restrictions set out herein are for the benefit of ...any subsequent owner of a lot or lots in Kamira and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, and easements and restrictions contained herein shall be construed as running with the land, enforceable at law or in equity, by any one or more of said parties. The covenants, restrictions, easements and obligations herein contained are performable and shall be enforceable in Kerr County, Texas. [The three dots (...) above indicate an obsolete reference to the Developer has been omitted.]

6.03 Severability The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

6.04 Amendment This Declaration shall be amended during the first 10 year period by an instrument signed by not less than 2/3rds of the lot owners. After 10 years, the Declaration may be amended by an instrument signed by not less than 2/3rds of the lot owners. To be valid, any amendment must be recorded in the Deed Records of Kerr and Gillespie Counties, Texas.

6.05 Acceptance of Declaration By acceptance of a deed, or by acquiring any ownership interest in any real property included within the Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS THEREOF, the undersigned, being the Developer herein, has hereunto set its hand this 7th day of December, 1984.

KAMIRA JOINT VENTURE

By Andrew B. Phillips,
Managing Venturer

Amended this twelfth day of January 2012

President _____

Secretary _____

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