

SENDERO RIDGE SUBDIVISION UNIT 1 RESTRICTIONS

Volume 7, Page 99; Volume 7, Pages 296-297; Volume 7, Page 355, Plat Records of Kerr County, Texas; Volume 1612, Page 738, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement dated June 29, 1927 to Texas Power & Light Company, recorded in Volume 47, Page 447, Deed Records of Kerr County, Texas.
- Easement dated March 6, 1920 to the City of Kerrville, Texas, recorded in Volume 51, Page 375, Deed Records of Kerr County, Texas.
- Easement dated August 1, 1950 to Lone Star Gas Company, recorded in Volume 1, Page 400, Easement Records of Kerr County, Texas.
- Underground Installation Contract dated October 19, 1999 executed by and between Donald A. Harvey, Trustee and Kerrville Public Utility Board, recorded in Volume 1141, Page 659, Real Property Records of Kerr County, Texas.
- Easements as per the plats recorded in Volume 7, Page 355, Volume 7, Pages 296-297 and Volume 7, Page 99, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 1612, Page 738, Official Public Records of Kerr County, Texas.
- Easements reserved by developer in the Restrictions recorded in Volume 1612, Page 738, Official Public Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

SUBDIVISION PLAT ESTABLISHING
SENDERO RIDGE SUBDIVISION
UNIT 1A

THIS CERTAIN 24.01 ACRE TRACT OF LAND, BEING OUT OF THE SAMUEL, WALLACE SURVEY NUMBER 113, ABSTRACT NUMBER 347, KERR COUNTY, TEXAS, BEING A PART OF A CERTAIN 83.70 ACRE TRACT OF LAND, VOL 751 PAGE 201, ESTABLISHING LOTS 1,2,3 BLOCK 1, AND LOT 1 BLOCK 2 OF SENDERO RIDGE SUBDIVISION UNIT 1A.

FLOOD ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP WFTWCTIVE 4/29/97 THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" COMMUNITY MAP NO. 48266C0260 E.

NOTES:

- 1. IRON PINS FOUND OR SET AT ALL CORNERS.
- 2. OWNER TO ASSUME RESPONSIBILITY AND MAINTENANCE OF ALL INTERIOR ROADS.
- 3. UNIDENTIFIED UTILITY EASEMENT, VOL. 1 PAGE 400.

THE STREET NAMES SHOWN HEREON HAVE BEEN APPROVED BY THE 911 BOARD ACCORDING TO THEIR GUIDELINES.

James S. 20 91
T. E. Wilson
911 DIRECTOR

ND THE
ITY
HE

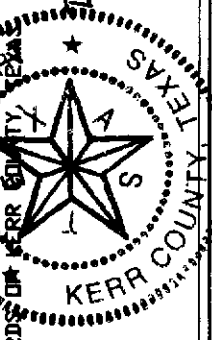
NOTED EASEMENTS ARE FOR THE INSTALLATION, MAINTENANCE OF AND ACCESS TO ALL THE NOTED UTILITIES; ELECTRIC, GAS, WATER, SANITARY SEWER, TELEPHONE, CABLE T.V., INGRESS AND EGRESS.

THIS PLAT DOES NOT AVOID, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

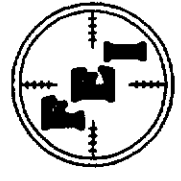
STATE OF TEXAS
COUNTY OF KERR

FILED FOR RECORDING IN THE 9th DAY OF January, 20 01 A.D.
AT 8:30 AM. AND WAS RECORDED THE 9th DAY OF January, 2001 A.D. IN VOLUME 7 AT PAGE 99 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS.

Jannett Peepers
COUNTY CLERK
KERR COUNTY, TEXAS.
By: Madeline Ward, Deputy



DATE: 8/28/00



FISHER
ENGINEERING, INC.
11825 RAMON DR.
SAN ANTONIO, TEXAS 78216
(210) 308-9991

PRELIMINARY PLAT
APPROVED
JANUARY 7, 1999
CITY OF KERRVILLE

PROJECT NO. 98034

LEGEND

- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- ELECTRIC, TELEPHONE AND CABLE T.V. ESM'T
- 1/E/W/S.S./ELECT/T/CATV
- INGRESS, EGRESS, WATER, SANITARY SEWER, ELECTRIC, TELEPHONE CABLE T.V. AND STORM SEWER ESM'T
- 14' FORCE MAIN ESM'T

L36	S 04°07'21" E	8.00'
L37	S 85°52'39" W	2.00'
L38	S 04°07'21" E	2.98'
L39	N 58°53'60" E	45.46'
L40	N 88°02'51" E	28.36'
L41	S 45°06'14" E	58.26'
L42	S 00°30'04" E	27.01'
L43	S 00°30'04" E	28.14'
L44	S 45°30'04" E	81.78'
L45	S 45°30'04" E	84.37'
L46	S 27°51'39" E	95.48'
L47	S 27°51'39" E	99.00'
L48	S 81°42'39" E	10.91'
L49	S 81°42'39" E	23.29'
L50	S 44°39'42" W	61.25'
L51	N 27°51'39" W	59.63'
L52	N 57°38'32" E	18.67'

NUMBER	Delta	C D	T	R	L	C L
C25	10°06'01"	S 89°03'42" E	20.33	230.00	40.54	40.49
C26	104°07'01"	S 31°57'11" E	32.07	250.00	45.43	39.43
C27	198°38'25"	N 40°52'58" E	365.59	60.00	208.02	118.42
C28	90°00'39"	N 40°52'58" E	25.00	25.00	39.27	35.36
C29	08°26'60"	N 00°06'09" E	17.73	240.00	35.40	35.36
C30	08°26'60"	N 00°06'09" E	14.04	190.00	28.02	28.00
C31	66°44'18"	N 61°13'48" W	23.05	35.00	40.77	38.50



SUBDIVISION REPLAT ESTABLISHING

SENDERO RIDGE SUBDIVISION UNIT 1

A CERTAIN 12.928 ACRE TRACT OF LAND, PREVIOUSLY BEING LOT 1, BLOCK 2, AT SENDERO RIDGE SUBDIVISION UNIT 1A, RECORDED IN VOLUME 7, PAGE 99, OF THE PLAT RECORDS OF KERR COUNTY, TEXAS, AND TO BE KNOWN AS LOT 2-67, BLOCK 2, SENDERO RIDGE SUBDIVISION UNIT 1, KERRVILLE, KERR COUNTY TEXAS.

FLOOD ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP EFFECTIVE 4/29/97 THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" COMMUNITY MAP NO. 4826500260 E.

NOTES:

- IRON PINS FOUND OR SET AT ALL CORNERS.
- OWNER TO ASSUME RESPONSIBILITY AND MAINTENANCE OF ALL INTERIOR ROADS.
- UNIDENTIFIED UTILITY EASEMENT, VOL 1 PAGE 400.

THE STREET NAMES SHOWN HEREON HAVE BEEN APPROVED BY THE SAN ANTONIO CITY PLANNING DEPARTMENT.

APRIL 25, 20 05

Paul May

SENDERO CITY PLANNING

NOTED EASEMENTS ARE FOR THE INSTALLATION, MAINTENANCE OF AND ACCESS TO ALL THE NOTED UTILITIES: ELECTRIC, GAS, WATER, SANITARY SEWER, TELEPHONE, CABLE T.V., INGRESS AND EGRESS.

THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

STATE OF TEXAS
COUNTY OF KERR

FILED FOR RECORD ON THE 16th DAY OF June, 20 05 A.D.
AT 8:25 O'CLOCK AM AND WAS RECORDED THE 16 DAY OF June, 20 05 A.D. AT 8:26 O'CLOCK AM IN VOLUME 7 AT PAGE 296-297 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS.

Jannett P. Cooper
COUNTY CLERK
KERR COUNTY, TEXAS.

By Nadene D. Ford, Deputy

DATE: 04/15/05

PROJECT NO. 98034

ENGINE
11824
SAN ANTONIO (21)

L38	S 04°07'21" E	2.98
L39	N 58°53'60" E	45.46'
L40	N 88°02'51" E	28.36'
L41	S 45°06'14" E	58.26'
L42	S 00°30'04" E	27.01'
L43	S 00°30'04" E	28.14'
L44	S 45°30'04" E	81.78'
L45	S 45°30'04" E	84.37'
L46	S 27°51'39" E	95.48'
L47	S 27°51'39" E	99.00'
L48	S 81°42'39" E	10.91'
L49	S 81°42'39" E	23.29'
L50	S 44°39'42" W	61.25'
L51	N 27°51'39" W	59.63'
L52	N 57°38'32" E	18.67'

NUMBER	Delta	C D	T'	R	L
C25	10°06'01"	S 89°03'42"	E 20.33	230.00	40
C26	104°07'01"	S 31°57'11"	E 32.07	25.00	45
C28	90°00'39"	N 40°52'58"	E 25.00	25.00	39
C29	08°26'60"	N 00°06'09"	E 17.73	240.00	35
C30	08°26'60"	N 00°06'09"	E 14.04	190.00	28
C31	66°44'18"	N 61°13'48"	W 23.05	35.00	40

LEGEND

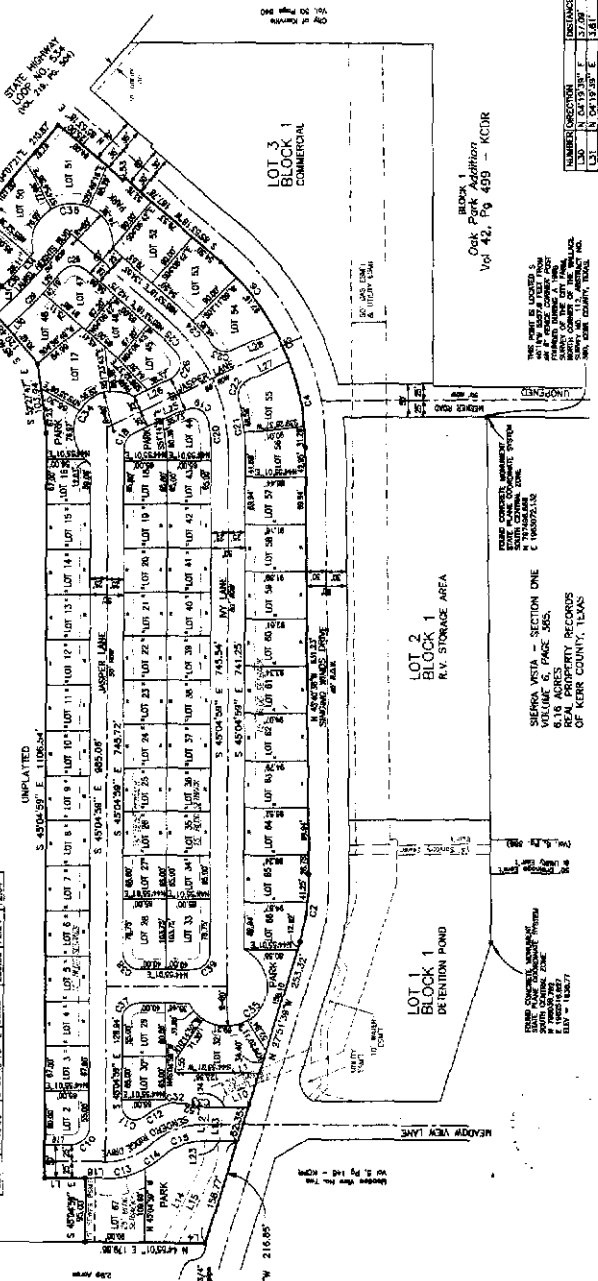
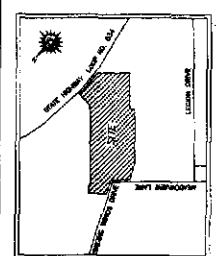
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- ELEC/T/CATV
- 1/E/W/S.S./ELEC/T/CATV
- INGRESS, EGRESS, WATER, SEWER, ELECTRIC, TELEPHONE
- CABLE T.V. AND STORM SE EASEMENT
- 14" FORCE MAIN ESM'T

Vol 1 p 297
6599-#

Tax Cert # 60607

NUMBER	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	XG	XH	XI	XJ	XK	XL	XM	XN	XO	XP	XQ	XR	XS	XT	XU	XV	XW	XX	XY	XZ	YA	YB	YC	YD	YE	YF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ
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NUMBER	W	C	D	H	C	L
1	100	50	50	50	50	50
2	100	50	50	50	50	50
3	100	50	50	50	50	50
4	100	50	50	50	50	50
5	100	50	50	50	50	50
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7	100	50	50	50	50	50
8	100	50	50	50	50	50
9	100	50	50	50	50	50
10	100	50	50	50	50	50
11	100	50	50	50	50	50
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13	100	50	50	50	50	50
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15	100	50	50	50	50	50
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18	100	50	50	50	50	50
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42	100	50	50	50	50	50
43	100	50	50	50	50	50
44	100	50	50	50	50	50
45	100	50	50	50	50	50
46	100	50	50	50	50	50
47	100	50	50	50	50	50
48	100	50	50	50	50	50
49	100	50	50	50	50	50
50	100	50	50	50	50	50



NUMBER	LOCATION	DISTANCE
L1	44450 01'	60.01'
L2	5 04 19 50"	33.28"
L3	5 05 00 00"	45.00"
L4	4 4450 01'	56.74'
L10	5 2400 14"	169.58"
L11	5 2400 14"	154.04"
L12	5 3818 25"	102.77"
L13	5 3818 25"	134.89"
L15	5 1917 35"	50.00'
L16	4 4455 01'	50.00'
L19	4 4450 01'	40.00'
L23	4 4455 01'	55.99'
L24	4 4450 01'	81.02'
L25	5 2005 20"	84.23"
L28	5 2005 20"	61.07'
L27	5 2005 20"	65.28"
L29	5 2005 20"	66.70"
L35	4 4407 21"	62.92'

NUMBER	DIRECTION	DISTANCE
L30	N 04°19'39" E	27.09'
L31	N 04°18'53" E	3.81'
L34	S 04°07'21" E	55.09'
L52	N 57°38'32" E	18.67'
L53	S 04°07'21" E	5.00'

SUBDIVISION REPLAT ESTABLISHING
SENDERO RIDGE SUBDIVISION
UNIT 1

TIDOT NOTES

(1) FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO EXISTING HIGHWAYS, THE CITY ENGINEER SHALL BE RESPONSIBLE FOR ADEQUATE INTERSECTION AND FOR SOUND ENGINEERING DESIGN OF THE INTERSECTION. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF ANY ACCESS DRIVEWAY TO THE EXISTING HIGHWAY SYSTEM. WHEN THE HIGHWAY RIGHT OF WAY IS STATE PROPERTY FROM THIS PROJECT, THE CITY ENGINEER SHALL BE AUTHORIZED TO INTERFERE BY THE CITY ENGINEER TO ACCESS DRIVEWAYS TO STATE PROPERTIES. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF ANY DRIVEWAY TO THE EXISTING HIGHWAY SYSTEM. WHEN THE HIGHWAY RIGHT OF WAY IS STATE PROPERTY FROM THIS PROJECT, THE CITY ENGINEER SHALL BE AUTHORIZED TO INTERFERE BY THE CITY ENGINEER TO ACCESS DRIVEWAYS TO STATE PROPERTIES. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF ANY DRIVEWAY TO THE EXISTING HIGHWAY SYSTEM. WHEN THE HIGHWAY RIGHT OF WAY IS STATE PROPERTY FROM THIS PROJECT, THE CITY ENGINEER SHALL BE AUTHORIZED TO INTERFERE BY THE CITY ENGINEER TO ACCESS DRIVEWAYS TO STATE PROPERTIES.

[illegible][illegible][illegible][illegible][illegible]

CONSIDERED SUCH VARIANCES TO BE ANY AND SUCH APPLIED FOR ACCORDING TO THE
BY THE CITY ENGINEER, AND THE CITY ENGINEER HAS APPROVED FOR RECORDING IN THE
OFFICE OF THE COUNTY CLERK.

Book 20 08

RECEIVED

CONSUMERS CITY PLANNING COMMISSION

REGISTERED PUBLIC SUBDIVISION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

I, JAMES H. HARRIS, COUNTY ENGINEER, AND SUPERVISOR
OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF
KEMMERVILLE, TEXAS, DO HEREBY CERTIFY THAT
WITH THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PRACTICES,
KEMMERVILLE, TEXAS.

Noted

4/5 20 05

WILLIAM H. HARRIS, COUNTY ENGINEER

4-18 2065
STATE OF TEXAS
COUNTY OF HUNT
I, WILLIAM A. HILL, undersigned authority on this day personally appeared WILLIAM A. HILL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18TH DAY OF APRIL, 1965.

WILLIAM A. HILL
NOTARY PUBLIC
MY COMM. EXPIRES 10/1/67

SUBDIVISION REPLAT ESTABLISHING

SENDERO RIDGE SUBDIVISION UNIT 1

A CERTAIN 12.928 ACRE TRACT OF LAND, PREVIOUSLY BEING LOT 1, BLOCK 2, AT SENDERO RIDGE SUBDIVISION UNIT 1A, RECORDED IN VOLUME 7, PAGE 99, OF THE PLAT RECORDS OF KERR COUNTY, TEXAS, AND TO BE KNOWN AS LOT 2-30 AND LOTS 32-67, BLOCK 2, SENDERO RIDGE SUBDIVISION UNIT 1, KERRVILLE, KERR COUNTY TEXAS.

FLOOD ZONE

NOTES:

1. IRON PINS FOUND OR SET AT ALL CORNERS.
2. OWNER TO ASSUME RESPONSIBILITY AND MAINTENANCE OF ALL INTERIOR ROADS.
3. UNIDENTIFIED UTILITY EASEMENT, VOL 1 PAGE 400.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP WFTWCTIVE 4/29/97 THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" COMMUNITY MAP NO. 4826SC0260 E.

THE STREET NAMES SHOWN HEREON HAVE BEEN APPROVED BY THE CITY OF KERRVILLE ACCORDING TO THEIR GUIDELINES.

APR 25, 20 05

Paul Meyer
SHERIFF-CITY Planner

NOTED EASEMENTS ARE FOR THE INSTALLATION, MAINTENANCE OF AND ACCESS TO ALL THE NOTED UTILITIES: ELECTRIC, GAS, WATER, SANITARY SEWER, TELEPHONE, CABLE T.V., INGRESS AND EGRESS.

THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.

STATE OF TEXAS
COUNTY OF KERR

FILED FOR RECORD ON THE 16th DAY OF June, 20 05 A.D.
AT 8:25 O'CLOCK AM AND WAS RECORDED THE 16 DAY OF June
20 05 ABOUT 8:26 O'CLOCK AM AT PAGE 7 OF THE PLAT
RECORDS OF KERR COUNTY, TEXAS.

Jannett Pieper
COUNTY CLERK
KERR COUNTY, TEXAS.

DATE: 04/15/05

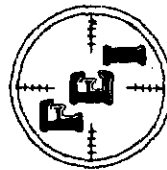
PROJECT NO. 98034

TXDOT NOTES

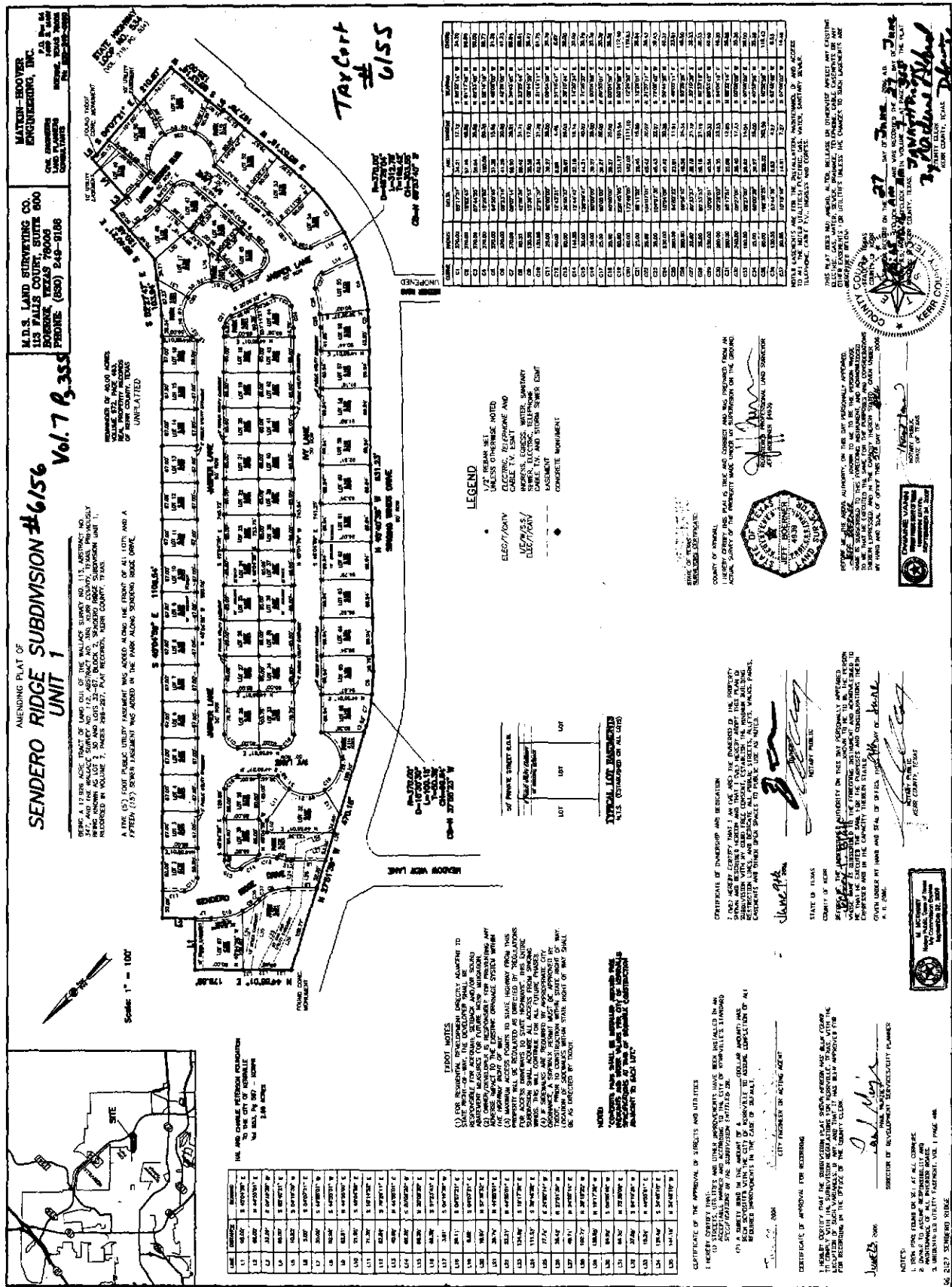
- (1) FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- (2) OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT OF WAY.
- (3) MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS ENTIRE SUBDIVISION SHALL ACQUIRE ALL ACCESS FROM SINGING WINDS. THIS WILL CONTINUE FOR ALL FUTURE PHASES.
- (4) IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT. PRIOR TO CONSTRUCTION WITHIN STATE RIGHT OF WAY. LOCATION OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.

LEGEND

- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- ELEC/T/CAV
- 1/E/W/S.S./ELEC/T/CAV
- INGRESS, EGRESS, WATER, SANITARY SEWER, ELECTRIC, TELEPHONE CABLE T.V. AND STORM SEWER ESMT EASEMENT
- 14' FORCE MAIN ESMT



FISHER
ENGINEERING, INC.
11825 RADIUM DR.
SAN ANTONIO, TEXAS 78216
(810) 308-9991



AMENDING PLAT OF

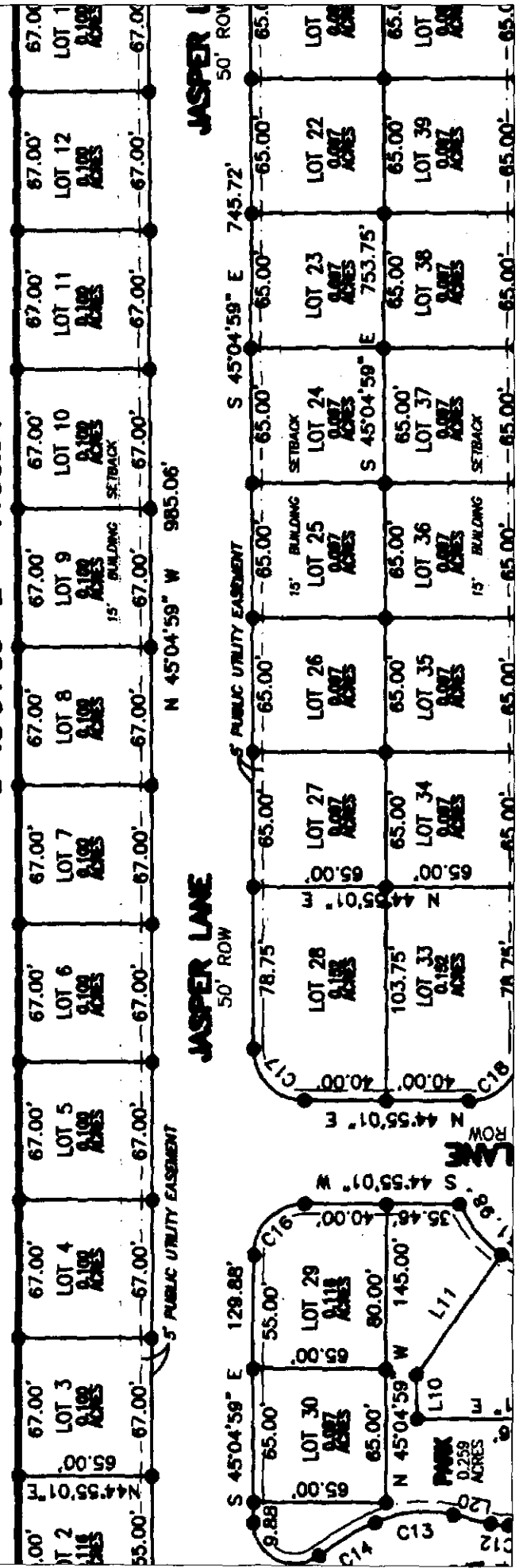
SENDERO RIDGE SUBDIVISION #6156

UNIT 1

BEING A 12.926 ACRE TRACT OF LAND OUT OF THE WALLACE SURVEY NO. 113, ABSTRACT NO. 347, AND THE WALLACE SURVEY NO. 112, ABSTRACT NO. 360, KERR COUNTY, TEXAS, PREVIOUSLY BEING KNOWN AS LOT 2-30 AND LOTS 32-67, BLOCK 2, SENDERO RIDGE SUBDIVISION UNIT 1, RECORDED IN VOLUME 7, PAGES 296-297, PLAT RECORDS, KERR COUNTY, TEXAS.

A FIVE (5') FOOT PUBLIC UTILITY EASEMENT WAS ADDED ALONG THE FRONT OF ALL LOTS AND A FIFTEEN (15') SEWER EASEMENT WAS ADDED IN THE PARK ALONG SENDERO RIDGE DRIVE.

S 45°04'59" E 1106.54'



TXDOT NOTES

- (1) FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- (2) OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT OF WAY.
- (3) MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS ENTIRE SUBDIVISION SHALL ACQUIRE ALL ACCESS FROM SINGING WINDS. THIS WILL CONTINUE FOR ALL FUTURE PHASES.
- (4) IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT OF WAY. LOCATION OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.

NOTE:

"CONCRETE PADS SHALL BE INSTALLED AROUND FIRE HYDRANTS AND WATER VALVES PER CITY OF KERRVILLE SPECIFICATIONS AT TIME OF SIDEWALK CONSTRUCTION ADJACENT TO EACH LOT."

Original

State of Texas §
 §
 County of Kerr §

005586

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants Conditions and Restrictions (this "Declaration") is made on the date hereinafter set forth by **BDA KERRVILLE PROPERTIES, LP**, hereinafter referred to as the "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Kerr County, Texas, more particularly described on Exhibit A attached hereto; and

WHEREAS, Declarant desires to create an exclusive planned community known as Sendero Ridge Subdivision on the Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW THEREFORE, Declarant, declares that the Property shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot (as hereinafter defined) and other portions of the Property (as hereinafter defined) in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner (as hereinafter defined) thereof.

ARTICLE 1. DEFINITIONS

- 1.1 "Association" shall mean and refer to the Kerrville Sendero Ridge Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein.
- 1.2 "City" shall mean and refer to the city of Kerrville, Kerr County, Texas.
- 1.3 "Common Areas" shall mean and refer to that portion of the Property, if any, including any improvements thereon, conveyed to the Association free and clear of monetary encumbrances (other than taxes and assessments) for the common use and benefit of the Owners.
- 1.4 "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and any areas within public rights-of-way, easements (public and private) or public parks, and any improvements, or landscaping that the Board of Directors of the Association deems necessary or appropriate to maintain for the common benefit of the members.
- 1.5 "County" shall mean and refer to Kerr County, Texas.

GF 28123

FILED BY: KERR COUNTY
 ABSTRACT & TITLE CO.

Declaration - Page 1

121

- 1.6 "Declarant" shall mean and refer to BDA KERRVILLE PROPERTIES, LP, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.
- 1.7 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and any amendments and supplements thereto made in accordance with its terms.
- 1.8 "Lot" shall mean and refer to any Lot or plots of land indicated upon a recorded subdivision plat(s) of the Property or any part thereof creating single-family homesites, but only if the lot or plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home.
- 1.9 "Neighborhood" shall mean and refer to any separately designated development area of the properties comprised of various types of housing, initially or by supplement or amendment made subject to the Declaration. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that such property shall constitute a separate Neighborhood. In the absence of specific designation of separate Neighborhood status, all property made subject to the Declaration shall be considered a part of the same Neighborhood.
- 1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- 1.11 "Plat" shall mean and refer to any recorded plat(s) of the Property made subject to the Declaration.
- 1.12 "Property" or "Properties" shall mean and refer to the Property together with such portions of the Eligible Property (hereinafter defined) as may from time to time be made subject to this Declaration but shall not include any of the Eligible Property unless and until such Eligible Property is made subject to this declaration.
- 1.13 "Supplemental Declaration" shall mean and refer to (i) any supplemental declaration of supplemental restrictions filed of Declarant, its successors or assigns, imposing restrictions on or with respect to one or more Neighborhoods within the Property, (ii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, bringing additional property within the scheme of the Declaration under the authority provided in the Declaration, and (iii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, purporting to do both of the foregoing. References herein (whether specific or general to provisions set forth in all (any) Supplemental Declarations) shall be deemed to relate to the respective Properties covered by the relevant Supplemental Declaration.
- 1.14 "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

ARTICLE 2 KERRVILLE SENDERO RIDGE HOMEOWNERS ASSOCIATION, INC.

- 2.1 **Membership.** The Declarant and every Owner of a Lot, by virtue of ownership of such Lot, shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. There shall be two (2) classes of membership, Class A and Class B, as described in Section 2.7.
- 2.2 **Funding.** Subject to the terms of this Article 2, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (a) regular assessments or charges, and (b) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the covenants contained herein. The regular and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

2.3 **Regular Assessment or Charge.**

- (a) **Regular Assessment Rate.** Subject to the terms of this Article, each Lot is hereby subject to an initial regular assessment charge as provided in this Section 2.3. The regular assessment charge shall be fixed at a uniform rate for all Lots except that a Lot that does not have an Occupied Unit thereon shall be assessed at 1/4 the regular assessment rate. An "Occupied Unit" shall mean a finished Lot with a completed Unit thereon and in which a person(s) occupies such Unit for household purposes. The rate at which each Lot will be assessed, and whether such assessment will be payable monthly, quarterly or annually, will be determined by the Board of Directors of Kerrville Sendero Ridge Homeowners Association, Inc. (the "Board of Directors"), at least 30 days in advance of each assessment period. Said rate may be adjusted as provided by the Board of Directors, subject to the provisions herein and in paragraph (c) below and in the By-laws.
- (b) **Declarant's Subsidy/Full Assessment Obligation.** While Declarant is only required to pay a reduced assessment rate for Lots that do not have an Occupied Unit thereon, Declarant hereby covenants and agrees that if the annual assessment fund revenues are insufficient to pay the operating expenses of the Association, it will provide the funds to make up the deficit; provided, however, Declarant shall only be obligated to pay an amount per lot equal to the difference between the amount assessed for Lots that do not have an Occupied Unit thereon and the amount assessed for such Lot if there were an occupied unit thereon. Declarant shall pay such deficit amount within 30 days of receipt of request for payment

thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their regular or special maintenance assessments, the Association will diligently pursue (the Declarant may also pursue at its option) all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and will reimburse the Declarant the amounts, if any, so collected. Notwithstanding the foregoing, rather than paying the deficit amount, Declarant will have the option to pay the full assessment for all Lots owned by Declarant (regardless of whether any Unit thereon is an Occupied Unit) and upon such payment at the full assessment Declarant is hereby excused from the payment of any budget deficits. The payment at the full assessment does not relinquish Declarant's right to pay at the reduced rate for subsequent years, if applicable.

- (c) **Increases in Regular Assessments.** From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member, the regular assessment may be increased each year 10% above the regular assessment for the previous year without a vote of the membership. This increase in the regular assessment does not mean that the Board will or has to increase the assessment the full 10%. The increase in the regular assessment will be cumulative. By way of example, if the original regular assessment is \$200.00, the year immediately following the conveyance of the first Lot to a Class A member, the Board may increase the regular assessment to \$ 220.00 annually. The second year following such conveyance, the regular assessment may increase to \$ 242.00 annually. If the Board chooses to increase the assessment the second year following such conveyance, even though the assessment has not increased the prior year, it may cumulatively increase the assessment to \$ 242.00 without a vote of the members. If the Board does not increase the assessment, the regular assessment applicable for the previous year shall remain in effect until the Board shall fix a new regular assessment. From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member the regular assessment may only be increased more than 10% above the prior year's maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than 10 days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the assessments resulting from an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (d) **Certificate of Assessment Status.** The Association will, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

perform the functions of the Board of Directors except as otherwise provided herein.

- 3.4 **Maintenance Contracts.** The Board of Directors, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association.

ARTICLE 4. TITLE TO COMMON AREAS

- 4.1 **Association to Hold.** The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Areas.
- 4.2 **Liability Insurance.** From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas or the Common Maintenance Area (if desired by the Board of Directors). The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, the Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.
- 4.3 **Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

ARTICLE 5. ARCHITECTURAL REVIEW

- 5.1 **Architectural Control Committee.** A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) members nor more than five (5) members.
- (a) The members of the ACC shall be appointed, terminated and/or replaced by the Declarant so long as Declarant owns a Lot(s) within the Property. Thereafter the members of the ACC shall be appointed, terminated and/or

replaced by the Board of Directors. The initial members appointed to the ACC are Teo Gomez, Jeff Blatt, and Jesse Lee.

- (b) The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for proposed improvements or changes to the Lots.
- (c) The ACC may authorize one or two of its members (rather than all members) to approve or disapprove plans, and to sign letters and other documents on behalf of the ACC, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

5.2 **Scope of Review.** Any building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement proposed to be erected, altered, or added upon any portion of the Property must obtain prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article. Emergency repair of property, done to prevent further damage, can be undertaken without ACC approval.

5.3 **Submission of Plans.** Prior to the initiation of construction upon any Lot, the Owner (excluding Declarant) thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

5.4 **Plan Review.** Upon receipt by the ACC of all of the information required by this Article 5, the ACC shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (a) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (b) the improvements will not violate any restrictive covenant or encroach upon any easement or cross-platted building setback lines; (c) the improvements will not result in the reduction of property value, use or enjoyment of any of the Property; (d) the individual or company intended to perform the work is acceptable to the ACC; and (e) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (9 months for the construction of a complete house). In the event that the ACC fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, and based upon Owner, at Owner's sole responsibility, obtaining receipt from the ACC verifying Owner's submission of its request for plan review, the ACC's approval shall be deemed to have been granted without further action. However, in no case can a variance to the stated requirements of

the Declaration and/or a Supplemental Declaration be granted without the written approval of the ACC.

- 5.5 **Non-conforming Structures.** If there shall be a significant or material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 5 to the same extent as if erected without prior approval of the ACC. The ACC or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof including attorney costs and court fees.
- 5.6 **Immunity of ACC Members.** No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. So long as there are Class B members, the Declarant shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice. Such duty to defend shall terminate at such time as the Class B membership ceases.
- 5.7 **Address for Notice.** Requests for ACC approval or correspondence with the ACC shall be addressed to Sendero Ridge Architectural Control Committee and mailed, faxed or delivered in care of the principal office of BDA Kerrville Properties, LP, 104 Jasper Lane, Kerrville, Texas 78028 in Kerr County, Texas, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC. It is the responsibility of the entity seeking approval from the ACC to determine and/or verify that the ACC has received a request for review and approval by the ACC.

ARTICLE 6. EASEMENTS

- 6.1 **Utility Easements.** The Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Lots for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television, telephone, gas and electric systems. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements.
- 6.2 **Declarant's Easement to Correct Drainage.** Declarant hereby reserves for the benefit of Declarant a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage within the Property.

- 6.3 **Easement for Unintentional Encroachment.** The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Lots caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.
- 6.4 **Entry Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Declarant shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Declarant shall not be liable for any damage so created unless such damage is caused by the Declarant's willful misconduct or gross negligence.
- 6.5 **Drainage Easements.** Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Declarant is responsible.
- 6.6 **Temporary Completion Easement.** All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

ARTICLE 7. USE AND OCCUPANCY

All Lots and dwellings except those lots owned by the Declarant which are designated by the Plat(s) as park, drainage, detention pond, greenbelt and/or amenity lots, will be used and occupied for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose (including residential day care facilities) if (a) the existence or operation of the business activity is apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity does not conform to all zoning requirements for the Property; (c) the business activity involves regular visitation of the Unit by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents in the Property; and (d) the business activity diminishes the residential character of the Property or constitutes a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property, as may be determined in the sole discretion of the ACC. This prohibition will not apply to (i) "garage sales" conducted entirely on an Owner's Lot in accordance with

guidelines (if any) established by the ACC provided that no Owner will conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period, or (ii) the use of any Unit by Declarant as a model home or sales office, or (iii) the use of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot by Declarant.

ARTICLE 8. PROPERTY RIGHTS

- 8.1 **Effect of Declaration.** Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.
- 8.2 **Rezoning Prohibited.** No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Declarant, which may be withheld in Declarant's sole discretion. Declarant may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.
- 8.3 **Further Subdivisions: Resubdivision by the Declarant.** Except in accordance with this Section 8.3, no Lot shall be further subdivided or separated into smaller lots or parcels, and an Owner must obtain the prior written approval of the ACC before conveying or transferring any part of the Property which is less than an entire Lot. Notwithstanding the foregoing, Declarant reserves the right to resubdivide and change the lot lines of any part of the Property owned by Declarant at any time and from time to time. Each Owner hereby makes, constitutes and appoints Declarant, with full power of substitution, as the Owner's lawful attorney-in-fact, with power to execute, acknowledge, file and record with any governmental authority any appropriate documents for the purpose of vacating one or more plats, replatting any portion of the Property owned by Declarant, replatting any portion of the Property without vacating any existing plat, and amending any plat, or any one or more of the above. The foregoing power (i) is coupled with an interest, (ii) is irrevocable, (iii) shall survive the death or dissolution of any Owner, (iv) may be exercised for each Owner individually or by listing all of the Owners and executing any instrument with a single signature as attorney-in-fact for all of them, and (v) shall be binding upon all heirs, successors and assigns of each Owner.
- 8.4 **Drainage Alteration Prohibited.** The surface water drainage contours of each Lot shall conform to the approved grading plan established by the Declarant unless drainage plans are modified by Declarant. No Owner shall fill or alter any drainage swale established by the Declarant, nor shall any Owner install landscaping or other improvements that may damage or interfere with the installation and maintenance of utilities or which may obstruct or divert surface water runoff from the drainage patterns, swales and easements established by the Declarant.

ARTICLE 9. USE RESTRICTIONS

- 9.1 **Neighborhood**. Pursuant to Section 1.9 of above, Declarant may designate separate Neighborhoods. In addition to the foregoing, Declarant may impose additional use restrictions on such Neighborhoods by filing a Supplemental Declaration (described in Section 1.14 above) in the real property records of Kerr County, Texas.
- 9.2 **Nuisances**. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 9.3 **Development Activity**. Notwithstanding any other provision herein, Declarant and its successors and assigns, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family dwelling units on the Property.
- 9.4 **Temporary Structures**. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities.
- 9.5 **Signs**. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven on the Property or in the subdivision or carried by any person or by any other means displayed within the Property or the subdivision except the following:
- (a) **For Sale Signs**. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.
 - (b) **Declarant's Signs**. Signs or billboards may be erected by the Declarant.
 - (c) **Political Signs**. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.
 - (d) **Subdivision Identification Signs**. Signs, monumentation, or billboards may be erected by the Declarant to identify the subdivision, with approval from the City, if applicable.

- (e) **School and Business Logos.** Emblems or bumper stickers advertising a resident's school or business mounted upon vehicles parked or driven in the subdivision.

Declarant or its agents will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements; and in so doing, will not be subject to any liability in connection with such removal.

9.6 **Vehicles.**

- (a) **Campers, Boats and Recreational Vehicles.** Campers, boats, marine craft, hovercraft, boat trailers, travel trailers, motor homes, camper bodies, golf carts, and other types of recreational vehicles and, non-passenger vehicles, equipment, implements or accessories may be kept on any Lot only if they are fully screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in an operable condition. The ACC shall have the absolute authority to determine from whether a vehicle and/or accessory is operable and fully screened. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.
- (b) **Commercial Vehicles.** Commercial vehicle shall not be parked on any street right-of-way or Lot, unless such vehicle is temporarily parked and in use for the loading/unloading, delivery, construction, maintenance or repair of a residence in the immediate vicinity. No trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.
- (c) **Motor Vehicles.** No vehicles or similar equipment will be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks, and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot.

- 9.7 **Pets, Livestock and Poultry.** No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets, provided that they are not kept, bred, or maintained for any commercial purpose or for food. It is the purpose of these provisions to restrict the use of the Property so that no person will quarter on the premises cows, horses, bees, hogs, pigs, sheep, goats, ducks, geese, chickens, turkeys, skunks or other animals that may interfere with the quietude, health or safety of the community. No more than 4 animals may be kept on a single Lot. All such animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the ACC. All animals must be properly tagged for identification. No animal will be allowed

to run at large, and all animals will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area will be constructed in accordance with plans approved by the ACC, will be of reasonable design and construction to adequately contain such animals and will be screened so as not to be visible from any other portion of the Property.

- 9.8 **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where they are not visible from any street. Solely on a day designated for removal of garbage and rubbish such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant.
- 9.9 **Air-Conditioning Units.** No air-conditioning apparatus will be installed on the ground in front of a residence nor will any air-conditioning apparatus or evaporative cooler be attached to any front or side wall or any front or side window of a residence.
- 9.10 **Sight Distance at Intersections.** No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lines defined by the property lines of the Lot and a line connecting them at points twenty-five (25) feet from the intersection of the property lines, or in the case of a rounded property line, from the intersection of the property lines extended from the point of tangency at the intersection of the curved section of the property line with the straight sections of the property line. The same sight line elevation limitations shall apply on all Lots on either side of a driveway within the triangular areas formed from lines along the edge of the driveway and the street curb line and a line connecting them at points twenty-five (25) feet from their intersection.
- 9.11 **Parking.** No vehicles, trailers, implements or apparatus may be driven or parked on any Lot or on any easement unless such vehicle trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction shall not apply to driveways, or streets intended for vehicular use.
- 9.12 **Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, professional commercial, institutional or other non-residential purposes, except as set forth in Article 7.
- 9.13 **Detached Outbuildings and Attached Patio Covers.** No attached patio covers and/or detached outbuildings, including, but not limited to, detached garages and storage buildings (other than provided herein) shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. Every attached

patio cover and/or outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. Exterior paint and roofing materials of such patio covers and/or outbuildings shall be consistent with the existing paint and roofing materials of the dwelling.

- 9.14 **Fences.** All fences and walls shall comply with City requirements. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback line for the front yard, except for fences erected in conjunction with model homes or sales offices, and/or subdivision entry walls, monumentation and landscaping.
- 9.15 **Landscaping and Exterior Maintenance.** Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Grasses in lawns must be properly maintained and not exceed six (6) inches in height. All landscaping located on any Lot shall be properly maintained at all times by the Lot Owner. Each Lot Owner shall keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner. Declarant and the ACC shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; and to paint, repair, or otherwise maintain any improvements in need thereof, and to charge the cost thereof to the Lot Owner.
- 9.16 **Antennae, Satellite Dishes and Solar Collectors.** Except with the written permission of the ACC or as provided herein, no Owner may erect or maintain (a) any direct broadcast satellite ("DBS") antenna greater than one meter (39 inches) in diameter, or (b) any multi-channel multipoint distribution service (wireless cable) ("MMDS") antenna greater than one meter (39 inches) in diameter; provided, however, such DBS or MMDS antenna being less than one meter in diameter may be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received as long as such DBS or MMDS antenna is screened from view (for aesthetic reasons) of any street, alley, park, or other public area, unless otherwise approved in writing by the ACC. The installation of any other antennal structure, such as a television broadcast service ("TVBS") antenna, will be mounted in the attic of a residential structure unless written permission is given by the ACC to place such antennal structure in another location. Except with the written permission of the ACC, no solar collector panels may be placed on or around the residential structure.
- 9.17 **Exterior Finish.** The exterior walls of all dwellings, and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, siding, paneling or other material acceptable to the ACC. No unpainted concrete block surfaces shall be visible on any exterior wall.
- 9.18 **Chimneys.** All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of

materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.

- 9.19 **Clothes Hanging Devices.** No clothes hanging devices exterior to a dwelling are to be constructed, placed or maintained on the Lot unless they are constructed, placed and maintained exclusively on a Lot so as to be not visible from any street or the first floor of adjoining Lots.
- 9.20 **Window Treatment.** No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors. Temporary window treatments must be removed within 45 days after Lot Owner first occupies the Unit.
- 9.21 **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.
- 9.22 **Mail Boxes.** Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ACC.
- 9.23 **Athletic and Recreational Facilities.** No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts of a permanent nature shall be placed on any Lot within the Property or the subdivision between the street right-of-way and the front of a Unit. With respect to such facilities constructed in areas within the Property or in the subdivision other than between the street right-of-way and the front of the Unit, such facilities must be approved by the ACC pursuant to Article 5 herein. Tennis court lighting and fencing shall be allowed only with the approval of the ACC. Basketball goals, both temporary and permanent, may be located adjacent to the driveway and between the front property line and the front of a Unit. Basketball goals may not be placed in street right-of-way or be attached to the front or side of a Unit.
- 9.24 **Security.** The Declarant is not responsible for security of the neighborhood or any Unit and the Owners are exclusively responsible for security for home and property.
- 9.25 **Burning.** Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything will be permitted anywhere on the Property.
- 9.26 **Utilities.** Except as to special street lighting or other aerial facilities which may be required by the City or by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) will be erected or installed on the Property whether upon individual Lots, easements, streets or rights-of-way of any type, either by the

utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, cable, electricity and telephone) will be buried underground unless otherwise required by a public utility. No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

- 9.27 **Exterior Holiday Decorations.** Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. All holiday lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the ACC shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 1st of any year. For other holidays, decorations or lights may not be displayed more than three (3) weeks in advance of the holiday. The ACC shall have the right, upon thirty (30) days prior written notice to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The ACC, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion or damages of any kind except in the case of intentional misdeeds and gross negligence.
- 9.28 **Construction Activities.** This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by a Lot Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole good faith judgment, the ACC shall have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the ACC may contract for or cause such debris to be removed, and the Lot Owner shall be liable for all expenses incurred in connection therewith.
- 9.29 **City and/or County Ordinances.** In all circumstances where an applicable ordinance, rule or regulation of the City and/or County is more restrictive than the Declaration or Supplemental Declaration, the requirements of the City and/or County ordinance, rule or regulation shall apply and be enforced. The ACC may not approve a variance which contradicts an ordinance, rule or regulation of the

City and/or County unless the City and/or County has previously approved the variance.

ARTICLE 10. GENERAL

10.1 Term and Amendments

- (a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial thirty (30) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Kerr County, Texas.
- (b) This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than fifty percent (50%) of the Owners and by the Declarant. Any such amendment must be recorded.
- (c) Notwithstanding any provisions herein to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Kerr County, Texas.
- (d) Declarant further reserves:
 - (i) prior to the closing of the sales of all Lots of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify any subdivision plat of the Property, and
 - (ii) the right at any time to amend this Declaration in order to correct scrivener's errors.
- (e) Amendments shall be subject to prior approval by FHA and VA if any Lot within the Property is encumbered by an FHA or VA mortgage loan. If neither FHA nor VA notifies Declarant of objections to the amendment within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.

10.2 **Severability**. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

10.3 **Rights and Obligations**. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed

conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

- 10.4 **Gender**. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.
- 10.5 **Headings**. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
- 10.6 **Partial Invalidity**. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 10.7 **Enforcement**. The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.
- 10.8 **Remedies**. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA (hereinafter defined) insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of the Owner's respective regular assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of the Owner's additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

- 10.9 **Miscellaneous Provisions.** Any provision of this Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provision shall control:
- 10.10 **FHA/VA Approval.** If there exists a Class B membership, the following actions will require approval of the Federal Housing Administration and the Veterans Administration, as applicable: (1) mortgaging or conveyance of Common Areas, (2) annexation of additional properties into the Association, (3) amendment of this Declaration or the Articles of Incorporation or By-laws of the Association except Section 10.1d(ii), and (4) dissolution of the Association.

ARTICLE 11. ANNEXATION

- 11.1 **Annexation by Declarant.** At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant, provided that such annexation will be governed by the following rules:
- (a) **Eligible Property.** All contiguous property now owned or hereafter acquired by Declarant.
 - (b) **Consent or Joinder Not Required.** No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.
 - (c) **Declaration of Annexation.** Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.
 - (d) **FHA/VA Approval.** Declarant shall submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") accompanied by a copy of the Declaration of Annexation. If neither FHA nor VA notifies Declarant of objections to the annexation within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.
- 11.2 **Annexation by Action of Members.** At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same

extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes in each class of membership, and by FHA and VA as set forth in Subsection 11.1(d) above. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 11.1(c) above executed by the parties herein described.

- 11.3 **No Duty to Annex** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.
- 11.4 **Effect of Annexation on Class B Membership** In determining the number of Lots owned by Declarant for purposes of Class B Membership status according to Section 2.7, the total number of Lots covered by the Association including all Lots annexed thereto shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of Section 2.7.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, as of the day and year written below.

14 day, ~~8~~ June 2007.

DECLARANT

BDA KERRVILLE PROPERTIES, LP,
a Texas limited partnership

By: **BDA KERRVILLE MANAGEMENT, LLC**
A Texas limited liability company, its general partner

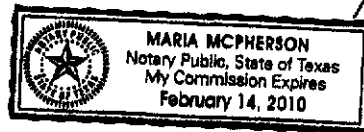
By: _____

Jeffrey T. Blatt, Manager

STATE OF TEXAS §
§
COUNTY OF KERR §

The foregoing instrument was acknowledged before me the 14 day of ~~February~~ June 2007, by Jeffrey T. Blatt, Manager of BDA KERRVILLE MANAGEMENT, LLC, a Texas limited liability company, acting as general partner of BDA KERRVILLE PROPERTIES, LP, a Texas limited partnership, on behalf of said limited liability company and partnership.

[seal]



Maria McPherson
Notary Public, State of Texas

FILED BY AND RETURN TO:

KERR COUNTY ABSTRACT & TITLE CO.
712 Earl Garrett Street
Kerrville, Texas 78028

FILED FOR RECORD
at...8:12...o'clock.....A.....M

JUN 22 2007

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Chela Thompson Deputy

EXHIBIT "A"
PROPERTY SUBJECT TO DECLARATION

attach field notes

LEGAL DESCRIPTION OF PROPERTY**8.586 ACRE TRACT OF LAND,
KNOWN AS TRACT I**

THIS CERTAIN 8.586 ACRE TRACT OF LAND, BEING KNOWN AS LOTS 1, 2 AND 3, BLOCK 1, IN SENDERO RIDGE SUBDIVISION UNIT 1A, AS RECORDED IN VOLUME 7, PAGE 99 OF THE DEED AND PLAT RECORDS OF KERR COUNTY, TEXAS, SAVE AND EXCEPT A 0.1928 ACRE TRACT AS DEDICATED FOR ROAD WAY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/4 INCH IRON FOUND, BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, SENDERO RANCH SUBDIVISION, AS THE POINT OF BEGINNING:

THENCE: ALONG THE SOUTH LINE OF LOTS 1, 2, AND 3 OF THE SENDERO RIDGE SUBDIVISION AS FOLLOWS:

1. NORTH 45 DEGREES 06 MINUTES 57 SECONDS WEST, A DISTANCE OF 531.11 FEET TO A 1/4 INCH IRON ROD FOUND;
2. SOUTH 44 DEGREES 33 MINUTES 17 SECONDS WEST, A DISTANCE OF 80.31 FEET TO A 1/4 INCH IRON ROD SET;
3. NORTH 45 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 796.23 FEET TO A 1/4 INCH IRON ROD SET, BEING AN ANGLE POINT;
4. NORTH 27 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 248.98 FEET TO A 1/4 INCH IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF LOT 1;

THENCE: ALONG THE WEST LINE OF LOT 1, WEST LINE OF THIS 8.586 ACRE TRACT OF LAND AS FOLLOWS:

1. NORTH 44 DEGREES 40 MINUTES 21 SECONDS EAST, A DISTANCE OF 188.94 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF CURVE;
2. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, WITH AN ARC DISTANCE OF 49.72 FEET, WITH A CENTRAL ANGLE OF 81 DEGREES 23 MINUTES 05 SECONDS, WITH A CHORD BEARING OF NORTH 68 DEGREES 32 MINUTES 33 SECONDS WEST, 45.64 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF TANGENCY;
3. SOUTH 27 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SINGING WINDS DRIVE, A DISTANCE OF 187.52 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF CURVE.
4. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, WITH AN ARC DISTANCE OF 117.64 FEET, WITH A CENTRAL ANGLE OF 15 DEGREES 40 MINUTES 32 SECONDS EAST, WITH A CHORD BEARING OF SOUTH 37 DEGREES 49 MINUTES 44 SECONDS EAST, 117.28 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF TANGENCY;

5. SOUTH 45 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 631.23 FEET TO A 1/4 INCH IRON ROD SET, BEING A POINT ON CURVE;
6. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, WITH AN ARC DISTANCE OF 363.50 FEET, WITH A CENTRAL ANGLE OF 48 DEGREES 26 MINUTES 04 SECONDS, WITH A CHORD BEARING OF SOUTH 69 DEGREES 53 MINUTES 02 SECONDS EAST, 352.77 FEET TO A 1/4 INCH IRON ROD SET, BEING AN ANGLE POINT TANGENCY;
7. NORTH 85 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 187.80 FEET TO A CONCRETE MONUMENT, BEING AN ANGLE POINT;
8. SOUTH 04 DEGREES 06 MINUTES 43 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A 1/4 INCH IRON ROD SET, BEING AN ANGLE POINT;
9. NORTH 85 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A 1/4 INCH IRON ROD SET, IN THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, BEING THE NORTHEAST CORNER OF THIS TRACT;

THENCE: SOUTH 04 DEGREES 06 MINUTES 43 SECONDS EAST, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, A DISTANCE OF 92.86 FEET TO A 1/4 INCH IRON ROD FOUND, BEING THE ANGLE POINT IN THE SOUTHEAST LINE OF LOT 1;

THENCE: SOUTH 45 DEGREES 14 MINUTES 23 SECONDS WEST, DEPARTING THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, A DISTANCE OF 448.67 FEET TO A 1/4 INCH IRON ROD BEING THE POINT OF BEGINNING AND CONTAINING 8.586 ACRES (374,015 SQ. FT.) OF LAND.

51.851 ACRE TRACT OF LAND,
KNOWN AS TRACT II

THIS CERTAIN 51.851 ACRE TRACT OF LAND, TO BE KNOWN AS TRACT II, COMPRISING OF A 40 ACRE TRACT, OUT OF THE SAMUEL WALLACE SURVEY NUMBER 113, ABSTRACT NUMBER 347, KERR COUNTY, TEXAS, AS RECORDED IN VOLUME 441, PAGE 669 OF THE DEED RECORDS OF KERR COUNTY, TEXAS AND ALSO LOT 1, BLOCK 2, IN SENDERO RIDGE SUBDIVISION UNIT 1A, AS RECORDED IN VOLUME 7, PAGE 99 OF THE DEED AND PLAT RECORDS OF KERR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/4 INCH IRON FOUND, BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, SENDERO RANCH SUBDIVISION, AS THE POINT OF REFERENCE:

THENCE: ALONG THE SOUTH LINE OF LOT 3 OF THE SENDERO RIDGE SUBDIVISION AS FOLLOWS:

1. NORTH 45 DEGREES 14 MINUTES 23 SECONDS EAST, A DISTANCE OF 448.67 FEET TO A 1/4 INCH IRON ROD FOUND IN THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534;
2. NORTH 04 DEGREES 06 MINUTES 43 SECONDS WEST, A DISTANCE OF 92.86 FEET TO A 1/4 INCH IRON ROD SET, BEING THE NORTHEAST CORNER OF LOT 3;
3. NORTH 04 DEGREES 00 MINUTES 19 SECONDS WEST, A DISTANCE OF 69.66 FEET TO A 1/4 INCH IRON ROD SET, BEING THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS 51.851 ACRE TRACT;

THENCE: ALONG THE NORTH RIGHT OF WAY LINE OF SINGING WINDS DRIVE, BEING THE SOUTH LINE OF THIS 51.851 ACRE TRACT AS FOLLOWS;

1. SOUTH 85 DEGREES 59 MINUTES 18 SECONDS WEST, DEPARTING THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, A DISTANCE OF 125.12 FEET TO A 1/4 INCH IRON ROD SET, BEING AN ANGLE POINT;
2. SOUTH 06 DEGREES 41 MINUTES 33 SECONDS EAST, A DISTANCE OF 5.15 FEET TO A CONCRETE MONUMENT, BEING AN ANGLE POINT;
3. SOUTH 85 DEGREES 59 MINUTES 18 SECONDS WEST, A DISTANCE OF 188.03 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF CURVE;
4. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, WITH AN ARC DISTANCE OF 312.78 FEET, WITH A CENTRAL ANGLE OF 48 DEGREES 26 MINUTES 04 SECONDS, WITH A CHORD BEARING OF SOUTH 69 DEGREES 53 MINUTES 02 SECONDS EAST, 303.55 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF TANGENCY;

5. NORTH 45 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 631.23 FEET TO A 1/4 INCH IRON SET TO THE POINT OF CURVE;
6. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, WITH AN ARC DISTANCE OF 100.15 FEET, WITH A CENTRAL ANGLE OF 15 DEGREES 30 MINUTES 30 SECONDS, WITH A CHORD BEARING OF SOUTH 37 DEGREES 54 MINUTES 44 SECONDS EAST, 99.84 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF TANGENCY;
7. NORTH 27 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 470.18 FEET TO A 1/4 INCH IRON ROD SET, BEING THE SOUTHWEST CORNER OF THIS 51.851 ACRE TRACT;

THENCE: NORTH 44 DEGREES 56 MINUTES 36 SECONDS EAST, ALONG THE WEST LINE OF THIS 51.851 ACRE TRACT, A DISTANCE OF 1971.92 FEET TO A 1/4 INCH IRON ROD FOUND, BEING THE NORTHWEST CORNER OF THIS 51.851 ACRE TRACT;

THENCE: SOUTH 46 DEGREES 21 MINUTES 44 SECONDS EAST, A DISTANCE OF 705.38 FEET TO A 1/4 INCH IRON ROD FOUND IN THE SOUTHWEST RIGHT OF WAY OF STATE HIGHWAY LOOP NO. 534, BEING THE NORTHEAST CORNER OF THIS TRACT;

THENCE: ALONG THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, BEING THE NORTHEAST LINE OF THIS 51.851 ACRES TRACT AS FOLLOWS;

1. SOUTH 46 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 152.53 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
2. SOUTH 43 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 274.59 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
3. SOUTH 30 DEGREES 09 MINUTES 24 SECONDS WEST, A DISTANCE OF 324.00 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
4. SOUTH 11 DEGREES 44 MINUTES 32 SECONDS WEST, A DISTANCE OF 429.61 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
5. SOUTH 00 DEGREES 26 MINUTES 25 SECONDS WEST, A DISTANCE OF 63.46 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
6. SOUTH 00 DEGREES 01 MINUTES 13 SECONDS EAST, A DISTANCE OF 141.32 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
7. SOUTH 04 DEGREES 27 MINUTES 11 SECONDS WEST, A DISTANCE OF 372.86 FEET TO A 1/4 INCH IRON ROD FOUND BEING AN ANGLE POINT;
8. SOUTH 04 DEGREES 26 MINUTES 58 SECONDS WEST, A DISTANCE OF 55.01 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
9. SOUTH 04 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 64.87 FEET TO A 1/4 INCH IRON ROD FOUND BEING AN ANGLE POINT;
10. SOUTH 04 DEGREES 32 MINUTES 51 SECONDS WEST, A DISTANCE OF 10.87 FEET TO A 1/4 INCH IRON ROD FOUND BEING AN ANGLE POINT;
11. SOUTH 04 DEGREES 09 MINUTES 33 SECONDS EAST, A DISTANCE OF 211.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.851 ACRES (2,258,647 SQ. FT.) OF LAND.

II. EXCEPTIONS

- a. Easements to Texas Power & Light Company, dated June 29, 1927, recorded in Volume 47, Page 447, Deed Records of Kerr County, Texas.
- b. Easement to City of Kerrville, dated March 6, 1930, recorded in Volume 51, Page 375, Deed Records of Kerr County, Texas.
- c. Easement to Texas Power & Light Company, dated May 11, 1936, recorded in Volume 59, Page 350, Deed Records of Kerr County, Texas.
- d. Easement to Lone Star Gas Company, dated August 1, 1950, recorded in Volume 1, Page 400, Easement Records of Kerr County, Texas.
- e. All matters as per Plat of Sendero Ridge Subdivision Unit 1A, recorded in Volume 7, Page 99, Plat Records of Kerr County, Texas.
- f. Underground Installation Contract to Kerrville Public Utility Board dated October 22, 1999, recorded in Volume 1141, Page 659, Real Property Records of Kerr County, Texas.

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

JUN 25 2007



Janet L. Lister
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
 TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
 REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
 PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
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SENDERO RIDGE SUBDIVISION UNIT 1 RESTRICTIONS

Volume 7, Page 99; Volume 7, Pages 296-297; Volume 7, Page 355, Plat Records of Kerr County, Texas; Volume 1612, Page 738, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement dated June 29, 1927 to Texas Power & Light Company, recorded in Volume 47, Page 447, Deed Records of Kerr County, Texas.
- Easement dated March 6, 1920 to the City of Kerrville, Texas, recorded in Volume 51, Page 375, Deed Records of Kerr County, Texas.
- Easement dated August 1, 1950 to Lone Star Gas Company, recorded in Volume 1, Page 400, Easement Records of Kerr County, Texas.
- Underground Installation Contract dated October 19, 1999 executed by and between Donald A. Harvey, Trustee and Kerrville Public Utility Board, recorded in Volume 1141, Page 659, Real Property Records of Kerr County, Texas.
- Easements as per the plats recorded in Volume 7, Page 355, Volume 7, Pages 296-297 and Volume 7, Page 99, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 1612, Page 738, Official Public Records of Kerr County, Texas.
- Easements reserved by developer in the Restrictions recorded in Volume 1612, Page 738, Official Public Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, A. D. 1927.

(SEAL)

Г. Р. Нус,

Notary Public Kerr County, Texas.

STATE OF TEXAS :

KERR COUNTY

KERR COUNTY :
BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County, Texas, on his day personally appeared Martha Meeker wife of E. C. Meeker known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Martha Meeker acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of June, A. D. 1927.

(SEAL)

F. F. Nye,

Notary Public, Kerr County, Texas.

Filed for record Aug. 23, 1927, at 3:45 o'clock P. M.

Recorded August 26, 1927, at 7:50 o'clock A. M.

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CASE REPORT

STATE OF TEXAS :

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR : That E. C. Meeker and wife, Martha Meeker of Kerr County, Texas, for and in consideration of one and no/100 Dollars (\$1.00) to (us) in hand paid by TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Company over, across and upon the following described lands located in Kerr County, Texas, to-wit: Being a description of the Texas Power and Light Company's Kerrville-Center Point, West Texas Utilities Companies' Connection Transmission Line as now surveyed and located across the land of E. C. Meeker in the Sam Wallace survey, Kerr County, Texas. Beginning at survey station 125 plus 00, same being a point in center line of a fence running Northeast and Southwest between the land of E. C. Meeker and Mrs. L. A. Mosty; said point being 514 feet Northeast of E. C. Meeker's Northwest corner; Thence South 45 degrees 50 Minutes East 1252 feet to survey station 127 plus 51 to center of a fence dividing the land of E. C. Meeker and a street running Northeast and Southwest in Oak Park Addition to town of Kerrville, Kerr County, Texas. Together with the right of ingress and egress over (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned. Not more than 10 towers and 4 poles shall be erected along the course of said line unless the said Company, its successors

er assigns, shall pay to (us) (our) heirs and legal representatives, at the rate of _____ Dollars (\$____) for each tower and _____ Dollars (\$____) for each pole erected in excess of said number, and upon such payment the said Company, its successors or assigns, shall have the right, and the right is hereby granted, to erect towers and poles along said course in excess of said number. And (we) do hereby bind (ourselves), (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 29 day of June, 1927.

E. C. Meeker

Martha Meeker

STATE OF TEXAS :

KERR COUNTY :

BEFORE ME, F. F. Nye, Jr. a Notary Public in and for Kerr County, Texas, on this day personally appeared E. C. Meeker known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of June, A. D. 1927.

(SEAL)

F. F. Nye, Jr.,

Notary Public, Kerr County, Texas.

STATE OF TEXAS :

KERR COUNTY :

BEFORE ME, F. F. Nye, Jr. a Notary Public in and for Kerr County, Texas, on this day personally appeared Martha Meeker wife of E. C. Meeker known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Martha Meeker, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of June, A. D. 1927.

(SEAL)

F. F. Nye, Jr.,

Notary Public, Kerr County, Texas.

Filed for record Aug. 23, 1927, at 3:45 o'clock P. M.

Recorded August 28, 1927, at 8:10 o'clock A. M.

RELEASE OF V/L

THE STATE OF TEXAS :

COUNTY OF KERR :

WHEREAS, by Deed dated February 12, 1925, recorded in the County Clerk's office of Kerr County, Texas, in Book 45 page 221, W. L. Council and Wm. Lee Seacor, conveyed to Wm. C. Carnes certain real estate and premises in the County of Kerr, and State of Texas, being lot or parcel of land, being Lots Nos. 12 and 13 in Block No. 4, in Oak Park Addition to the City of Kerrville, which is fully described in said deed, to which reference is here made for more particular description, retaining therein a Vendor's Lien, securing payment of Two Hundred Ninety Five (\$295.00) and no/100 Dollars for which said Wm. C. Carnes executed one promissory installment note as follows: 1st \$295.00, payable in nineteen monthly installments of \$15.00 each and one for \$10.00, first installment due and payable on the 18th day of March, A. D. 1925, and an additional installment due and payable on the 18th day of each succeeding month thereafter until paid, with interest on each installment at the rate of ten per cent. per annum, and providing for the usual ten per cent. attorney's fees, and whereas said Wm. C. Carnes has paid the said note and all interest thereon, in full satisfaction

for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this the 18 day of February, A. D. 1930.

(SEAL)

E. H. Turner

Notary Public in and for Kerr County, Texas.

THE STATE OF TEXAS :
COUNTY OF KERR : BEFORE ME, E. H. Turner, a Notary Public in and for said County and State, on this day personally appeared Mark Mosty known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 17th day of February, A. D. 1930.

(SEAL)

E. H. Turner

Notary Public, Kerr Co., Texas.

Filed for record Mar. 7, 1930, at 11:55 o'clock A. M.

Recorded March 31, 1930, at 10:58 o'clock A. M.

EASEMENT

THE STATE OF TEXAS :
COUNTY OF KERR : KNOW ALL MEN BY THESE PRESENTS: That we, E. C. Meeker and Martha Meeker, husband and wife, of the County of Kerr and State of Texas, for and in consideration of the Sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to us in hand paid, the receipt of which is hereby acknowledged, and further the right to connect to said sewer system, have Bargained, Granted, Sold and Conveyed and by these presents do Bargain, Grant, Sell and Convey unto the City of Kerrville, Texas, its successors and assigns, the right to lay, construct, maintain and operate a sewer pipe line, for the conveyance and carriage of sewage from said City of Kerrville running over, through and upon for a distance of approximately 1600 feet, more or less, that certain parcel of land now owned by us situated in Kerr County, Texas, out of Survey No. 113 in name of Samuel Wallace, containing 165 acres of land, more or less, and being the same parcel of land embraced and described in a certain five year option contract between us, on the one part, and Wm. Lee Secor and W. L. Council on the other part, of date March 2nd, 1925, and recorded in Vol. 45, page 373 of the Deed Records of Kerr County, Texas, and lying immediately North East of land now owned and occupied by Mrs. Elizabeth Mosty out of said Survey No. 113, and between said Mosty land and that parcel of land purchased by and conveyed to said City of Kerrville by M. F. Weston, for sewage disposal purposes, by deed of date October 31st, 1929, recorded in Book 50 page 640 of the Deed Records of Kerr County, Texas. Said sewer pipe line is to follow a route, over, through and upon said 165 acre parcel of land above mentioned heretofore surveyed and agreed upon by the parties hereto, running from the present sewage disposal plant of said City of Kerrville, on the North bank of the Guadalupe River, just below said City of Kerrville, to a certain parcel of land conveyed by M. F. Weston to said City of Kerrville by Deed of Date October 31st, 1929 above mentioned and referred to.

Said pipe line to be laid at a sufficient depth beneath the surface of the ground that same will in no manner interfere with the surface uses of said property.

There is also hereby granted the right of ingress, egress, and regress to and from and over said parcel of land of 165 acres, more or less, out of said Survey No. 113 in name of Samuel Wallace hereinbefore mentioned and described for the purpose of laying, maintaining, operating and repairing said pipe line and for removing the same when desired by the grantee.

TO HAVE AND TO HOLD the said easement rights unto the said City of Kerrville, Texas, its successors and assigns so long as same shall be used or needed, for the purpose herein set forth or shall be abandoned by the grantee.

51/375

WITNESS Our hands at Kerrville, Texas, this the 6th day of March, A. D. 1930.

E. C. Meeker

Martha Meeker

THE STATE OF TEXAS :
COUNTY OF KERR : BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared E. C. Meeker and Mrs. Martha Meeker, wife of said E. C. Meeker, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mrs. Martha Meeker, wife of the said E. C. Meeker, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Martha Meeker, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. GIVEN under my hand and seal of office this the 6th day of March, A. D. 1930.

(SEAL)

E. H. TURNER,

Notary Public in and for Kerr County, Texas.

Filed for record Mar. 7, 1930, at 11:55 o'clock A. M.

Recorded March 31, 1930, at 11:15 o'clock A. M.

TRANSFER OF V/L

STATE OF TEXAS :
COUNTY OF KERR : WHEREAS, on November 21st, 1916, Chas. Bartel of Kerr County, Texas, did execute his thirteen (13) certain promissory notes, described as follows, to-wit:

- Note No. 1, being for \$500.00, due on or before Dec. 10, 1917,
- Note No. 2, being for \$500.00, due on or before Dec. 10, 1918,
- Note No. 3, being for \$300.00, due on or before Dec. 10, 1919,
- Note No. 4, being for \$300.00, due on or before Dec. 10, 1921,
- Note No. 5, being for \$400.00, due on or before Dec. 10, 1922,
- Note No. 6, being for \$300.00, due on or before Dec. 10, 1923,
- Note No. 7, being for \$300.00, due on or before Dec. 10, 1924,
- Note No. 8, being for \$400.00, due on or before Dec. 10, 1925,
- Note No. 9, being for \$300.00, due on or before Dec. 10, 1926,
- Note No. 10, being for \$300.00, due on or before Dec. 10, 1928,
- Note No. 11, being for \$400.00, due on or before Dec. 10, 1929,
- Note No. 12, being for \$1000.00, due on or before Dec. 10, 1930,
- Note No. 13, being for \$1000.00, due on or before Dec. 10, 1931.

All of said notes, aggregating \$6,000.00, were executed by Chas. Bartel, payable to the order of Adolph Bartel at Comfort, Texas, at the respective dates heretofore set out, bearing interest at the rate of six (6%) per cent per annum from December 10, 1917, until paid, interest payable annually, and all of said notes containing the usual default and attorney's fees clauses, and being secured by Vendor's Lien retained in deed from Adolph Bartel and Emma Bartel to said Chas. Bartel, bearing date November 21st, 1916, and recorded in the Deed Records of Kerr County, Texas, in Vol. 35, pages 121 et seq. to which reference is made for further description; and,

WHEREAS, said notes were heretofore reduced by payment made by said Chas. Bartel of Notes from One (1) to Nine (9) inclusive, and also the sum of One Hundred (\$100.00) Dollars on Note No. Ten (10), and payment of said amounts is hereby expressly acknowledged by the undersigned, leaving a balance due on said above described notes of Twenty-six Hundred (\$2,600.00) Dollars, together with interest thereon from the 10th day of December, 1929; and

Signed and delivered in the
presence of the undersigned
witnesses:
ATTEST:

SCHREINER INSTITUTE

By: Andrew Edington
President

Marilyn Keester
Secretary

(SCHOOL SEAL)

Will M. Wood
Right of Way Agent.

THE STATE OF TEXAS)

COUNTY OF KERR)

Before me, the undersigned authority a Notary Public in and for said County and State, on this day personally appeared ANDREW EDINGTON, President, Schreiner Institute known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Institution.

Given under my hand and seal of office on this the 3rd day of August, A. D. 1950.

G. Tinsley
Notary Public in and for
KERR County, Texas.

(SEAL)

Filed for record November 17, A. D. 1950 at 10:45 o'clock A. M.

Recorded November 20, A. D. 1950 at 9:15 o'clock A. M. (dr)

Lawrence Stephens County Clerk

By Margaret Whitson Deputy

-O-O-O-O-O-O-O-O-O-O-

EASEMENT

THE STATE OF TEXAS)
COUNTY OF KERR)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twenty Eight and 25/100 (\$28.25) Dollars to the undersigned, C.B. Meeker, and Franklin W. Meeker (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto ONE STAR GAS COMPANY, a Corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, over and through the following described lands situate in Kerr County, State of Texas, to-wit: A 120 acre tract of land more or less out of the Samuel Wallace Survey Abstract No's 348 and 360 more fully described in deed from E.B. Meeker to C.B. & Franklin W. Meeker recorded in Volume 88, Pages 488-89, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinafore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation or soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe lines; said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one by the said Grantee, and the third by the two so appointed as above, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages here provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

The above property is no part of Grantor's homestead.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 1st day of August, A. D. 1950.

Signed and delivered in the
presence of the undersigned
witnesses:

C. B. Meeker

Franklin W. Meeker

Will M. Wood
Right of Way Agent.

THE STATE OF TEXAS)

COUNTY OF KERR)

Before me, Virginia Murray a Notary Public in and for said County and State, on this day personally appeared C. B. Meeker and Franklin W. Meeker known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 2nd day of August, A. D. 1950.

Virginia Murray
Notary Public in and for
Kerr County, Texas.

(SEAL)

Filed for record November 17, A. D. 1950 at 10:45 o'clock A. M.

Recorded November 20, A. D. 1950 at 9:35 o'clock A. M. (dr)

Lawrence Stephens County Clerk

By *Margaret Watson* Deputy

-0-0-0-0-0-0-0-0-0-0-

EASEMENT

THE STATE OF TEXAS)

COUNTY OF KERR)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Five and No/100 (\$5.00) Dollars to the undersigned, John E. Moose and wife Minnie Mae Moose (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a Corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, wires and anchors, over and through the following described lands situate in Kerr County, State of Texas, to-wit: A 8.9 acre tract of land more or less out of the Samuel Wallace Survey Abstract # 360 more fully described in deed from E.B. Meeker to John Moose recorded in Volume 64, Page 587, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the

07021

UNDERGROUND INSTALLATION CONTRACT

THIS CONTRACT is made and entered into by and between the undersigned owner, ("Owner", whether one or more), and KERRVILLE PUBLIC UTILITY BOARD ("KPUB").

WITNESSETH

- A. Owner is the owner of that certain property which is located in Kerr County, Texas, said Property being described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").
- B. Owner desires to install underground electric facilities (including, without limitation, trenches and conduit) for the Property (the "Project") in accordance with the plans, specifications and proposals relating thereto, which have been approved by KPUB and are fully incorporated by reference and made a part hereof and such plans and specifications being referred to as the "Plans", which shall also include any and all amendments and variations in the same which shall have been approved by KPUB in writing.
- C. The following definitions and information shall apply to and in this Contract:

Date October 19, 1999

Owner Donald A. Harvey, Trustee

Owner's Mailing Address P.O. Box 12092
San Antonio, Texas 78212

KPUB Kerrville Public Utility Board, a governmental
subdivision of the City of Kerrville, Texas

KPUB Mailing Address 2250 Memorial Boulevard, Kerrville, Texas, 78028

NOW, THEREFORE, for and in consideration of the considerations, the mutual agreements, covenants and undertakings on the part of the parties hereto, Owner and KPUB do hereby agree as follows:

1. Construction.

- a. Owner agrees, as an independent contractor, to procure and furnish or cause to be procured and furnished all of the services, labor, materials, machinery, tools and equipment and to do and perform or cause to be done and performed in a good and workmanlike manner all of the matters and things necessary and proper for the performance and completion of all of the work for the Project and as specified in and contemplated by the Plans, in accordance with the Plans, and all requirements of KPUB service policies and procedures, as well as any governmental authority

27-5-1

having jurisdiction over the Property and to the reasonable satisfaction of KPUB. All such work and materials shall be completed with such contractor and subcontractors as shall be qualified to do the same and as approved by KPUB.

- b. Owner shall keep KPUB advised at all times as to the pace and progress of the Project.
 - c. OWNER SHALL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS KPUB FOR, FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS, SUITS, LOSSES, LIENS, EXPENSES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND FEES (INCLUDING COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), ARISING OUT OF THE ACTS, CONDUCTS, ERRORS AND OMISSIONS OF OWNER AND THOSE PARTIES UNDER OR IN CONNECTION WITH OWNER'S SUPERVISION AND ACTS, INCLUDING ALL PARTIES CLAIMING BY, THROUGH OR UNDER OWNER SUCH AS WORKMEN, SUPPLIERS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS, (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT OR SOLE NEGLIGENCE OF KPUB BUT EXCLUDING LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF KPUB. KPUB AND KPUB'S SUCCESSORS, ASSIGNS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE IN ANY MANNER TO OWNER FOR, AND OWNER HEREBY EXPRESSLY WAIVES, ANY AND ALL CLAIMS, LOSSES, LIABILITIES OR DAMAGES AS THE RESULT OF THE ACTS, CONDUCT, ERRORS, OR OMISSIONS OF OWNER OR ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER OWNER SUCH AS WORKMEN, SUPPLIERS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS.
2. **Easements.** Owner GRANTS, SELLS AND CONVEYS to KPUB an easement over, on and across the Property to have and hold such easement unto KPUB, its transferees, successors and assigns forever, for electric utility service AND Owner binds Owner and Owner's transferees, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the EASEMENT to KPUB and KPUB's transferees, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Such EASEMENT herein granted shall be modified at Owner's request to limit its location within specific areas as specified by plat or survey and metes and bounds description upon and if Owner furnishes such plat/survey.
 3. **Final Completion.** KPUB shall not provide utility service to the Property nor install its cables, wires and lines for service until final completion of the Project in accordance with the Plans and this Contract and at such time as Owner shall have furnished to KPUB, the Assignment and Conveyance attached hereto, and such of the following items as KPUB requests, it being agreed that KPUB may request any or all of the following:

- (1) An affidavit and final waiver of lien, executed and delivered by Owner, as to and assurance that all bills, claims and expenses have been paid.
- (2) Certification in writing and other documents that the Project is finally complete, free of all liens, that all bills have been paid and that all contractors and subcontractors have been paid in full (and naming all such contractors and subcontractors).
- (3) Any and all other instruments which KPUB may require prior to acceptance of final completion to reasonably assure KPUB that the Project is and will remain free from any liens resulting from or arising out of such work and materials.
- (4) Easements for service and other service agreements and documents.
- (5) As-built drawings and/or survey as to the completed Project and its location, duly certified by surveyor/engineer to be true, correct and in form satisfactory to KPUB, along with a list of installed materials and dollar value of the underground facilities installed by this contract.
- (6) Waivers of mechanic's liens and/or materialmen's liens executed by all contractors and subcontractors or suppliers for all work done and material supplied.
- (7) Title/lien search from a Title Company as to the Property.
- (8) Lienholder Consent, Release and Subordination from any lender in form attached hereto.

Owner covenants, warrants and guarantees that all work, materials, facilities, and equipment of and for the Project are and shall be (i) free and clear of all liens, claims, security interests or encumbrances, and Owner shall complete the Project free from all liens, and (ii) of good workmanship and quality and free of defects. Any defects or faulty workmanship shall be corrected by Owner within one (1) year after final completion of the Project, provided that all warranties of subcontractors and suppliers are hereby assigned to or for the benefit of KPUB and shall not be limited by the foregoing.

4. **Expenses.** Owner shall reimburse KPUB upon request for the costs and expenses of issuance of title insurance, recording fees, survey costs, and fees and expenses of KPUB's legal counsel.
5. **Inspection.** KPUB may make inspections during the course of construction, and shall determine to its own satisfaction that the work done or material supplied by Owner and Owner's contractors and subcontractors has been properly done or supplied. KPUB reserves the right to come on the Property, together with such agents, invitees, and employees as KPUB may desire, from time to time, for purposes of inspecting progress of the Project. KPUB also may take such steps as it may deem appropriate to verify the work done and material furnished, if the same becomes necessary to assure compliance

with this Contract. It is expressly understood and agreed that KPUB assumes no liability or responsibility for the satisfactory completion of construction, nor for inspection during construction, nor for any other acts on the part of the Owner or its contractors, subcontractors, or others to be performed in such construction. KPUB shall have no liability or obligation whatsoever or howsoever created in connection with said improvements, the construction or completion thereof or work performed thereon, nor any defect in workmanship or otherwise of any improvements or construction; it being agreed, acknowledged and understood that KPUB is not making, and shall not make, any warranty, express or implied, with respect to such construction, improvements and Project, and any implied warranties by KPUB are hereby DISCLAIMED by KPUB; and KPUB shall not be obligated to inspect said improvements; nor shall KPUB be liable for the performance or default of any contractor or subcontractor, or for any failure to construct, complete, protect or insure said improvements, or for the payment of any cost or expense incurred in connection therewith.

6. **No Third Party Beneficiaries.** No third party shall be entitled to rely upon this Contract. It is expressly agreed that this Contract and the documents herein referenced are and will be made and entered into for the sole protection and benefit of Owner and KPUB and KPUB's successors and assigns, and no other person or persons shall have any right or action hereon or rights hereunder.

7. **Representations.** The Owner represents and warrants to KPUB that:
 - a. The Owner is the sole owner of the Property subject to no lien, charge, mortgage, restriction or encumbrance, except as disclosed in writing to KPUB.
 - b. Owner has complied with , and the development of the Property and its use does not violate, any applicable subdivision or use statute, ordinance, building code, rule or regulation or any covenant or agreement of record.
 - c. The execution and performance of this Agreement and the consummation of the transaction hereby contemplated will not result in any breach of or constitute a default under any other agreement to which Owner is a party or by which it may be bound.
 - d. There are no actions, suits or proceedings (including, without limitation, any condemnation, bankruptcy, insolvency or arrangement proceedings) pending or threatened against it or affecting it or the Project or the Property.
 - e. The execution, delivery and performance of this Contract, together with the execution of all documents referenced herein, are within the power and authority of Owner, have been duly authorized, and are not in contravention of law or the terms of the organizational documents of Owner.

8. **Default/Termination.** If a party shall default in the performance of such party's obligations hereunder to the reasonable satisfaction of the non-defaulting party or shall fail to comply with any provision of this Contract, all of which are deemed to be material portions hereof, and such default or failure shall continue uncured for a period of ten (10) successive days after written notice thereof, then in such event the non-defaulting party shall in addition to, and not in lieu of, all other rights and remedies available by virtue thereof, at law or in equity, have the option to do and complete the performance of such defaulting party and recover from the defaulting party the cost thereof, plus attorney fees and costs, and plus interest thereon from the date incurred until paid, at the rate of twelve percent (12%) per annum, or terminate this Contract except as to any obligation or damage payable as of such date or by virtue of such default, and all reasonable attorneys' fees incurred by such non-defaulting party with respect to any such default which shall be paid by the defaulting party. In the event of any dispute, disagreement, controversy or claim arising out of, or related to, this Agreement, and/or any act or omission of any party hereto, the parties agree that such dispute, disagreement, controversy or claim shall be determined by arbitration in Kerr County, Texas, under the auspices and rules of the American Arbitration Association, which shall be commenced at any time by either party by filing a demand for arbitration upon the other party or parties. The arbitrator shall be as mutually approved or, if no approval or agreement as to the arbitrator is reached within thirty (30) days after demand for arbitration, then the arbitrator shall be named by a Texas District Judge sitting in Kerr County, Texas and that decision shall be final and binding on all parties. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.
9. **Miscellaneous.**
- a. This Contract and the Plans, insofar as they relate in any part or in any way to the Project, constitute the entire agreement between the parties hereto, and it is expressly understood and agreed that there are no agreements or promises by and between said parties, except as herein set forth. Should there be any variance between this Contract and the Plans, this Contract shall govern.
 - b. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
 - c. Owner shall remain an independent contractor and shall have no power to bind KPUB.
 - d. In the event that any provision of this Contract shall be held invalid by any court of competent jurisdiction, the remainder of this Contract shall be deemed to be severable and shall continue in effect.

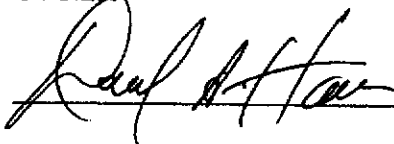
- e. All terms and words used in this Contract regardless of number and gender shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Contract or any paragraph or clause herein may require, the same as if such words had been fully and properly written.
- f. All notices required or permitted to be given hereunder shall be deemed to be effective when in writing and deposited in the United States mail as registered or certified mail, postage prepaid, with return receipt requested, addressed to the addresses set forth herein, or such other address as shall be specified in writing to the other party.
- g. This Contract shall not be assigned by Owner, in whole or in part, without the prior written consent of KPUB. This Contract may be assigned, in whole or in part, by KPUB without any consent of Owner. This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and, subject to the foregoing limitation, assigns. Contracts and subcontracts for individual portions of the Project shall not be deemed an assignment of this Contract or any part thereof.
- h. In the event of default in the performance of any obligation hereunder by either party hereto, the non-defaulting party shall recover reasonable attorneys fees, court costs, and all other expenses incurred by such non-defaulting party as a result of the defaulting party's default and the defaulting party shall be liable for payment of same.
- i. This Contract is performable in Kerr County, Texas.
- j. This Contract may be executed in multiple counter parts, any one of which when taken together shall be deemed to be an original upon execution of a counterpart by each party.
- k. This Contract may be recorded by KPUB.

EXECUTED by the parties on the day and year specified above.

KERRVILLE PUBLIC UTILITY BOARD

By: 

OWNER



STATE OF TEXAS

COUNTY OF KERR

Acknowledged and sworn to before me, the undersigned notary public, by _____
 in his capacity as _____ for and on behalf of KERRVILLE PUBLIC UTILITY
 BOARD on this the _____ day of _____, 1999.

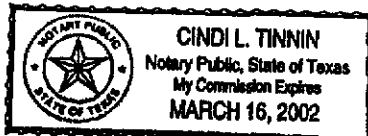


Rhonda Gayle Masters
 Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF KERR

Acknowledged and sworn to before me, the undersigned notary public, by David Aldrich and X on this the 22nd day of October, 1999.



Cindi L. Tinnin
 Notary Public, State of Texas

Filed by return to:
 KPUB
 PO Box 294999
 Kerrville, TX 78629-4999

FILED FOR RECORD
 at...2:35... o'clock...P.....M

AUG 31 2001

JANNETT PIEPER
 Clerk, County Court, Kerr County, Texas
Betty Sawyer Deputy

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

SEP 04 2001



Jannett Pieper
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
 VOL. 1141 PG 659
 RECORDING DATE

SEP 04 2001



Jannett Pieper
 COUNTY CLERK, KERR COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 19th day of October, 1999, by
DONALD A. HARVEY, TRUSTEE.

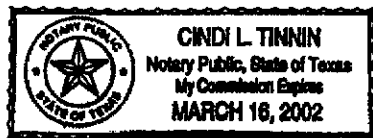


Rhonda Gayle Masters
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 22nd day of October, 1999, by DAVID
ALDRICH, Chief Systems Engineer, for and on behalf of Kerrville Public Utility Board.



Cindi L. Timmin
Notary Public, State of Texas

EXHIBIT "A"

7594

WARRANTY DEED

WR 0972/MH493

STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

THAT, VISTA HOMES, a Texas General Partnership composed of REAGAN LEHMANN and CARROLL C. SMITH, said General Partnership acting by and through its duly authorized undersigned managing partner, of the County of Kerr, and State of Texas (hereinafter "Grantor", whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and for which consideration no lien, express or implied, does or shall exist, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto DONALD A. HARVEY, TRUSTEE OF DON HARVEY COMMERCIAL, INC., PROFIT SHARING PLAN & TRUST, of the County of Bexar, and State of Texas (hereinafter "Grantee", whether one or more), all of the following described real property, lying and being situated in Kerr County, Texas, together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with any and all improvements thereon described as follows, to-wit:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being more particularly described in and subject to the exceptions stated in Exhibit "A", attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and Grantee's heirs, legal representatives, successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, and Grantee's heirs, legal representative, successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, except, however, as to the reservations from and exceptions to conveyance and warranty herein contained, and other matters to which this conveyance is expressly made subject.

PROPERTY DESCRIPTION

VOL 0972 ME 495



Fisher Engineering, Inc.

Neil F. Fisher, P.E., R.P.L.S.
President

PAGE: 1 OF 2

FILE #: 98034A
40.00 ACRES

FIELD NOTES
FOR A
40.00 ACRE TRACT

THIS CERTAIN 40.00 ACRE TRACT OF LAND, BEING OUT OF THE SAMUEL WALLACE SURVEY NUMBER 112, ABSTRACT NUMBER 347, KERR COUNTY, TEXAS, BEING A PART OF A CERTAIN 52.75 ACRES TRACT OF LAND CONVEYED TO VISTA HOMES IN VOLUME 734, PAGE 201 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS, AND BEING KNOWN AS LOTS 1, 2, 3, 4 AND PART OF LOT 5, AND AN 80 FOOT WIDE PROPOSED NORTHERLY EXTENSION OF SMOOKS WIND DRIVE, ACCORDING TO A PRELIMINARY PLAT OF A PROPOSED SUBDIVISION KNOWN AS SIERRA VISTA PHASE ONE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND, BEING THE NORTHWEST CORNER OF SAID 30.31 ACRE TRACT AS RECORDED IN VOLUME 334, PAGE 437 AS A WARRANTY DEED OF THE DEED RECORDS OF KERR COUNTY, TEXAS, AS THE POINT OF BEGINNING;

THENCE: ALONG THE EAST RIGHT-OF-WAY LINE OF MEADOW VIEW LANE AND THE WEST PROPERTY LINE OF SAID 40.00 ACRE TRACT AS FOLLOWS:

1. NORTH 44 DEGREES 29 MINUTES 40 SECONDS, 283.32 FEET TO AN IRON PIN FOUND;
2. NORTH 27 DEGREES 51 MINUTES 39 SECONDS WEST, 216.85 FEET TO AN IRON PIN FOUND;

THENCE: NORTH 44 DEGREES 55 MINUTES 51 SECONDS EAST, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF MEADOW VIEW LANE, 746.95 FEET TO AN IRON PIN SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: SOUTH 43 DEGREES 46 MINUTES 38 SECONDS EAST, ALONG THE NORTHEAST PROPERTY LINE, 1152.94 FEET TO AN IRON PIN SET IN THE NORTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY LOOP NUMBER 334, BEING THE NORTHEAST CORNER OF SAID TRACT;

16 ME 1099 410. 210W - San Antonio, Texas 78214. 210-308-9991. e-mail: info@fishereng.com

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EXHIBIT "A"
PAGE 1 OF 3 PAGES

WL 0972nci496

PAGE 3 OF 3

FEL 6: 98034A
40.00 ACRES

THENCE: ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY LOOP NUMBER 534 AS FOLLOWS:

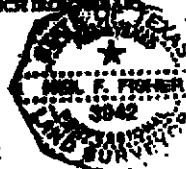
1. SOUTH 89 DEGREES 11 MINUTES 28 SECONDS WEST, 33.34 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT FOUND;
2. SOUTH 84 DEGREES 19 MINUTES 39 SECONDS WEST, 30.58 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT FOUND;
3. SOUTH 84 DEGREES 07 MINUTES 21 SECONDS EAST, 371.73 FEET TO AN IRON PIN FOUND, BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 2 AS AN ANGLE POINT;
4. SOUTH 45 DEGREES 13 MINUTES 44 SECONDS WEST, 456.68 FEET TO A FENCE CORNER POST FOUND, AS THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: ALONG THE SOUTH PROPERTY LINE AS FOLLOWS:

1. NORTH 43 DEGREES 01 MINUTES 27 SECONDS WEST, 538.39 FEET TO AN IRON PIN FOUND, BEING THE NORTH RIGHT-OF-WAY LINE OF MEERKE ROAD, AS AN ANGLE POINT;
2. SOUTH 46 DEGREES 34 MINUTES 06 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF MEERKE ROAD, 73.25 FEET TO AN IRON PIN SET;
3. NORTH 43 DEGREES 40 MINUTES 30 SECONDS WEST, 746.23 FEET TO AN IRON PIN FOUND;
4. NORTH 27 DEGREES 44 MINUTES 17 SECONDS WEST, 252.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 40.00 ACRES (1,742,400 SQUARE FEET) OF LAND MORE OR LESS.

THIS DESCRIPTION IS BASED ON A LAND TITLE SURVEY AND PLAT MADE UNDER MY SUPERVISION IN SEPTEMBER 1994. (NOTE: ALL PINS HEREIN DESCRIBED ARE 1/4 INCH DIAMETER.)

NEEL F. FISHER
REGISTERED PROFESSIONAL LAND SURVEYOR
FISHER ENGINEERING, INC.



THESE FIELD NOTES MAY NOT CONFORM TO THE SUBDIVISION REGULATIONS OF VARIOUS GOVERNMENT ENTITIES

PRINTED: 09/12/98 1:37 PM Fisher Engineering, Inc.

84 N.E. Loop 410, Suite 150W • San Antonio, Texas 78216 • 210-308-9991



W 0972HX497

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

This conveyance is made and accepted SUBJECT TO the following easements, reservations, and other matters, but only to the extent that the same are valid and affect the tract herein conveyed:

1. Easement to Texas Power & Light Company, dated June 29, 1927, recorded in Volume 47, Page 447, Deed Records of Kerr County, Texas.
2. Easement to City of Kerrville, dated March 6, 1930, recorded in Volume 51, Page 375, Deed Records of Kerr County, Texas.
3. Easement to Texas Power & Light Company, dated May 11, 1936, recorded in Volume 59, Page 350, Deed Records of Kerr County, Texas.
4. Easement to Lone Star Gas Company, dated August 1, 1950, recorded in Volume 1, Page 400, Easement Records of Kerr County, Texas.
5. Any and all visible or apparent roadways, easements, rights-of-ways or encroachments on, over or across subject property.
6. Taxes for the current and subsequent years and subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

RECORDER'S NOTE
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