/ HARPER ROAD ESTATES TO / THE PUBLIC

RESTRICTIONS

HARPER ROAD ESTATES VOL. 103 PAGE 306

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

THAT we, LENDON J. PALMER and wife, STELLA MAE PALMER, hereinafter called GRANTORS, being the owners of the certain 168.02-acre tract of land, more or less, being out of the William Haley Survey No. 220, Abstract 273, Gillespie County, Texas, which has heretofore been platted into that certain Subdivision known as Harper Road Estates, according to the plat of said subdivision filed for record in the office of the County Clerk of Gillespie County, Texas, on the 26th day of April, 1972, Plat Records of Gillespie County, Texas, recorded in Vol. 1, page 5, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential lots in said Harper Road Estates, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly on the use, occupancy and

conveyance of all lots in Harper Road Estates, and each contract or deed which may be hereafter executed with regard to any of the residential lots in said Harper Road Estates, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the street and road to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in GRANTORS the following rights, titles and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed and other conveyance executed or to be executed by or on behalf of GRANTORS in the conveyance of said property or any part thereof:

1.

The street and road as shown on said map or plat are hereby dedicated to the use of the public.

2.

GRANTORS RESERVE THE NECESSARY UTILITY easements and rights-of-way as shown on the aforesaid map of Harper Road Estates, recorded in the Gillespie County Map Records, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Gillespie County, Texas, as well as for the benefit of GRANTORS and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers, or any other utility or service which GRANTORS may find necessary for the proper service of lots in Harper Road Estates.

3.

GRANTORS reserve the right to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such ease-

ments and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Gillespie County, Texas, or incorporated in the deed from GRANTORS conveying the site to be so restricted or subjected to such easement or right-of-way.

4.

NEITHER GRANTORS nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

5.

It shall be and is expressly agreed and understood that the title conveyed by GRANTORS to any lot or parcel of land in said Harper Road Estates, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by GRANTORS or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of Harper Road Estate, and the right to maintain, repair, sell or lease such liens, utilities and appurtenances to the GRANTORS, or to any public service corporation, or to any other party, is hereby expressly reserved in GRANTORS.

RESTRICTIONS

1.

LAND USE: No lot shall be used for anything other than family residential purposes including that part known as the Mobile Home Village. No business or other non-residential activity shall be conducted on any residential lot.

There is excepted from this land use Lots 1 thru 6; 27 and 28; 52 thru 55 and 95 and 96 which said lots are deemed to be used for commercial purposes and are designated as commercial lots. There shall be constructed a seven (7) foot wooden fence dividing these commercial lots

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from residential lots.

2.

SIGNS: No sign of any kind shall be displayed, erected or maintained on any residential lot except one sign of not more than 24 inches square advertising the property for sale or rent. GRANTORS shall have the right to remove any such non-conforming sign, advertisement, bill board, or advertising structure which is placed on any lot and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or other torts in connection with, arising from such removal.

3.

ANIMALS: For those lots of four (4) acres or more, there may be maintained on said lots not more than one (1) horse, two (2) head of cattle and not more than four (4) lambs; poultry and hogs are forbidden in all areas and in all other lots including mobile home area not more than two (2) lambs and household pets.

4.

LEGAL USE: No premises or any part thereof shall be used for illegal or immoral purposes.

5.

OTHER BUILDINGS: No house trailer, truck body, tent, shack, garage, barn or other out-building shall at any time be used as a residence nor shall any residence of any temporary character be permitted.

6.

TEMPORARY BULDINGS: No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets or easements; and at completion of construction, the temporary building must be removed immediately. No such temporary building or construction shall be used for residential purposes during construction. All buildings constructed upon residential lots shall be completed within a reasonable time; except, attractive portable buildings used for storage of tools and equipment is permitted.

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7.

GARAGE AND SERVANTS QUARTERS: No garage apartments and detached garages of more than one story shall be permitted, Living quarters on a residential lot for other than the family occupying the principal residence shall be within or attached to the main residence or may be attached to a detached garage. Any servant's quarters attached to the main residence shall be attached to the rear of same.

8.

DIVISION OF LOTS: No residential lot, as shown upon the plat, shall be further divided or altered to diminish the size of any existing lot, but may be combined with other lot or lots to increase the size and then for a dwelling only.

9.

OLD BUILDINGS AND USED MATERIALS: No old structure shall be moved on to any residential lot.

10.

DIRECTION OF DWELLING AND SET BACKS: All improvements shall be constructed on the lot so as to front upon the street which such lot faces and no improvements, including any building or part thereof, eaves, cornices or overhangs shall extend beyond the minimum setback line at the front of the lot or the side of the lot as contained in Paragraph 18.

11.

FRONT YARDS: The area of the lot at the front of the dwelling shall be maintained so as to be an aestherical asset to the dwelling. This area, known as a front yard, extends the full width of the dwelling, between the dwelling and the street, shall not be used for vegetable garden, nursery or any purpose other than as a maintained grass lawn with shrubbery, ornamental trees, and flowers as normally constitutes the base planning in the landscaping of a dwelling.

12.

MAINTENANCE OF LOTS: No owner of any lot, either vacant or improved, shall be permitted to let su ch lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of 12 inches in height.

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13.

CONSTRUCTION: No fence, wall, hedge or shrub planting, which obstructs sight lines at elevation beyond four feet above the roadway, shall be placed or permitted to remain on any part of this property, This restriction does not apply to the outside perimeter of the various lots.

14.

OTHER IMPROVEMENTS: No swimming pool shall be permitted at the front of any dwelling. No walls shall be constructed exceeding 6 feet in heights along any side lot lines behind the front building set back line. No out-building shall exceed in height the dwelling to which it is appurtenant. Every out-building, except a greenhouse, shall correspond in style and architect to the dwelling to which it is appurtenant.

15.

STORAGE OF MATERIALS: No building material of any kind or character shall be stored upon any residential lot until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the pavement or property lines. No stumps, trees, underbrush or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such materials must be immediately removed from the property.

16.

DUMPING: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17.

HOUSE FOUNDATION: House foundations must be so constructed that there is no visible opening (other than the necessary vents) between the floor of the house and the ground.

18.

BUILDING SET BACK LINES: No dwelling or out-building on a residential lot shall be closer to the front lot line than 25 feet or the building line shown upon the plat of said subdivision, whichever may be the greater. On the interior lots no dwelling or out-building shall be closer than 6 feet to a side lot line. No dwelling shall be closer than 25 feet to the rear lot line.

19.

No outside toilets shall be placed, constructed or used in said subdivision, and sanitary septic tanks for sewage disposal shall be built and installed before use and occupancy of any tract or parcel of land in said subdivision.

20.

SIZE OF THE DWELLING: The floor area of principal dwellings, exclusive of garages, porches and servant's quarters, shall be not less than 1200 square feet and consisting of at least 50% masonry and mobile homes not less than 500 square feet.

21.

Water will be furnished to each lot for a connecting fee of $120.00 charged for each lot and at a minimum rate of $6.40 per month for the first 4000 gallons of water used and a prorata rate thereafter as established by the existing rate charged in like areas.

Park maintenance fee of $.50 per lot per month shall be paid by each lot owner and such assessment shall be kept in escrow and shall be used for maintenance and operation of the park area only.

22.

OPTION OF GRANTORS: In the event the first purchaser of any lot does not build on said lot, then the original GRANTORS shall have the first right of refusal to repurchase said lot at the best offered price.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTORS, their successors and assigns, and all persons or parties claiming under them, for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for a successive period of ten years each, unless prior to the expiration of such ten year period the then owners of a majority of lots in Harper Road Estates shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said

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instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

If the GRANTORS herein, or any of their successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

In the event any one, or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid, by reason of abandonment, waiver or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 12th day of July, 1972.

Lendon J. Palmer

Stella Mae Palmer

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared LENDON J. PALMER and STELLA MAE PALMER, both 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, the the 12th day of July, 1972.

Nancy L. Sigala
Notary Public in and for Kerr County, Texas

FILED JUL 10 1972

HARPER ROAD ESTATES TO THE PUBLIC

AMENDED RESTRICTIONS

VOL 105 PAGE 390

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

THAT heretofore, by instrument dated the 12th day of July, 1972, and recorded in Vol. 103 , page 306 , Deed Records of Gillespie County, Texas, LENDON J. PALMER and wife, STELLA MAE PALMER filed of record restrictions as pertains to Harper Road Estates; and,

WHEREAS, Paragraph 3 of said restrictions reserves unto Grantors the right to impose further restrictions and amend the restrictions of said subdivision; and,

WHEREAS, Paragraph 8 of said restrictions to Harper Road Estates reads as follows, to-wit:

"DIVISION OF LOTS: No residential lot, as shown upon the plat, shall be further divided or altered to diminish the size of any existing lot, but may be combined with other lot or lots to increase the size and then for a dwelling only;" and,

WHEREAS, it is the desire and intent of the Grantors of said subdivision, and joined herein by all persons who have acquired a deeded interest in and to said Harper Road Estates to amend Paragraph 8 to read as follows, to-wit:

8.

DIVISION OF LOTS: Residential lots, as shown upon the plat, may be divided or subdivided into tracts of not less than one (1) acre tracts, and, if so divided or subdivided into tracts of not less than one (1) acre size, then there must always be ingress and egress to said lots from an existing public road; and,

WHEREAS, it is the desire of the Grantors to amend said restrictions to include provisions for that area designated on the

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plat as Mobile Home Village, and such restrictions applying to said Mobile Home Village are as follows, to-wit:

1.

Fencing must be chain link or wood.

2.

All mobile homes must be underpinned within ninety (90) days after moving onto property.

3.

Underpinning must be brick or regular underpinning such as manufactured by a mobile home factory.

4.

All mobile homes must be of a size of not less than twelve (12') feet by fifty (50') feet, and not more than three (3) years old.

5.

All garbage must be in plastic bags.

6.

No burning of trash in Mobile Home Village or Harper Road Estates.

7.

No wells to be drilled on Mobile Home Village lots.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being the original grantors of Harper Road Estates, and all parties who have a vested interest in Harper Road Estates at the date of the signing of this amended restrictions do covenant and agree that these amendments shall carry the full force and intent as the original restrictions hereinabove referenced.

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WITNESS our hands this the 12th day of February, 1973.

Francis J. Fritz

Helen B. Fritz

Lamton Palmer

Stella Mae Palmer

THE STATE OF TEXAS I

COUNTY OF KERR I

BEFORE ME, the undersigned authority, on this day personally appeared FRANCIS J. FRITZ and HELEN B. FRITZ, known to me to be the persons whose name is subscribed to the foregoing instrument, and they acknowleged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of February, 1973.

Nancy L. Sigala

Notary Public in and for Kerr County, Texas

THE STATE OF TEXAS I

COUNTY OF KERR I

BEFORE ME, the undersigned authority, on this day personally appeared LENDON J. PALMER and STELLA MAE PALMER known to me to be the person s whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of February , 1973.

Nancy L. Sigala
Notary Public in and for Kerr County, Texas

Filed for record in my office the 20th.day of February A.D. 1973 at 8:30 o'clock A. M. and duly recorded the 21st. day of February A.D. 1973 at 1:10 o'clock P. M. in Volume 105, pages 390-393.

Flick Schreiner, Clk. Co. Ct., Gillespie County, Texas.

HARPER ROAD ESTATES TO THE PUBLIC

AMENDMENT OF RESTRICTIONS

THE STATE OF TEXAS }
COUNTY OF GILLESPIE } KNOW ALL MEN BY THESE PRESENTS, THAT, heretofore, by instrument dated the 12th day of July, 1972 and appearing of record in Volume 103, page 306 of the Deed Records of Gillespie County, Texas, Lendon J. Palmer and wife, Stella Mae Palmer, filed of record Restrictions pertaining to Harper Road Estates; and

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Thereafter, by instrument executed on February 12, 1973, of record in Volume 105, page 39 of the Deed Records of Gillespie County, Texas, additional Restrictions were imposed on said Harper Road Estates; and

WHEREAS, Paragraph 3 of said Restrictions reserves unto the Grantors the right to impose further Restrictions upon any unsold portions of said subdivision, and

WHEREAS, Paragraph 20 of said original Restrictions reads as follows, to-wit:

"Size of the Dwelling: The floor area of principal dwellings, exclusive of garages, porches and servant's quarters, shall not be less than 1200 square feet and consisting of at least 50% masonry, and mobile homes not less than 500 square feet." and

WHEREAS, it is the desire of the Grantors of said subdivision to amend Paragraph 20 to read as follows, to-wit:

"Size of the Dwelling: The floor area of principal dwellings, exclusive of garages, porches and servant's quarters, shall not be less than 1200 square feet and shall consist of at least 50% masonry; in that area of Harper Road Estates designated on the map or plat as "Mobile Home Village", mobile homes must be of a size of not less than 12 feet by 50 feet and not more than 3 years old at the time of placement on any lot designated on the plat as Mobile Home Village; the floor area of principal dwellings exclusive of garages, porches and servants' quarters, shall not be less than 900 square feet, with all plans and specifications pertaining to any such dwelling to be approved by Lendon J. Palmer or his designee prior

to constructions of any such dwelling in that segment of Harper Road Estates designated as Mobile Home Village.

The lots to which these additional restrictions pertain, are: 50, 49, 48, 47, 46, 44, 41, 39, 38, 37, 36, 35, 4A, 5A, 6A, 7A, 8A, 9A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 31A, 32A, 33A, 34A, 35A, 36A, 37A, 38A, 39A, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 80, 81, 82, 84, 85, 86, 87, 88, 89, 91, 92, 93, and 94."

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AND WHEREAS, Section 21 of such original Restrictions, should be amended to read as follows:

" Water will be furnished to each lot for a tap fee of $120 or such fee as may be approved by the Public Utility Co mmission of Texas, and in addition thereto at such monthly rates as may be approved by the Public Utility Commission of Texas."

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, being the original grantors of Harper Road Estates, do covenant and agree that these amendments shall carry the full force and intent as the original restrictions hereinabove referenced.

EXECUTED this the 13th day of October, 1976.

Lendon J. Palmer
Lendon J. Palmer

Stella Mae Palmer
Stella Mae Palmer

THE STATE OF TEXAS }
COUNTY OF GILLESPIE } BEFORE ME, the undersigned authority, on this day personally appeared Lendon J. Palmer and his wife, Stella Mae Palmer, 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, this the 13th day of October, A.D., 1976.

NOTARY PUBLIC COUNTY OF GILLESPIE TEX

Pat Dooley
Notary Public, Gillespie County, Texas.

Filed for record in my office the 13th. day of October A.D. 1976 at 4:19 o'clock P .M. and duly recorded the 14th. day of October A.D. 1976 at 3:24 o'clock P .M. in Volume 118 , pages 290-291 , Deed Records.

Doris Lange, Clk. Co. Ct., Gillespie County, Texas.

√HARPER ROAD ESTATES TO √THE PUBLIC

AMENDMENT OF RESTRICTIONS:

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THE STATE OF TEXAS,)

COUNTY OF GILLESPIE,) KNOW ALL MEN BY THESE PRESENTS, that, heretofore, by instrument dated the 12th day of July, 1972 and appearing of record in Volume 103, page 306 of the Deed Records of Gillespie County, Texas, Lendon J. Palmer and wife, Stella Mae Palmer, filed of record Restrictions pertaining to Harper Road Estates; and

Thereafter, by instrument executed on February 12, 1973, of record in Volume 105, page 39 of the Deed Records of Gillespie County, Texas, additional Restrictions were imposed on said Harper Road Estates; and

Thereafter, by instrument executed on October 13, 1976, of record in Volume 118, page 290 of the Deed Records of Gillespie County, Texas said restrictions were amended; and

Thereafter, by duly executed warranty deed and/or warranty deed with vendor's lien, dated January 25, 1979 Lendon Palmer and wife, Stella Mae Palmer conveyed to THE SOUTHERN CO. INC. a Corporation all of the lots shown in such conveyances and found of record in the Deed Records of Gillespie County, Texas, by virtue of which conveyances THE SOUTHERN CO. INC. became the owner of the majority of the lots in Harper Road Estates and that portion thereof designated as Harper Road Estates Mobile Home Village; and

WHEREAS, Paragraph 3 of said original Restrictions found of record in Volume 103, page 306 of the Deed Records of Gillespie County, Texas reserves unto the original Grantors the right to impose further Restrictions upon any unsold portions of said subdivision, and Paragraph 22 of said original Restrictions sets out that the covenants and restrictions shall run with the land, and shall be binding upon Grantors, their heirs and assigns; and

Whereas it is the desire of THE SOUTHERN CO. INC. to amend Paragraph 20 of said Amended restrictions as found of record in Vol. 118, page 290 of the Deed Records of Gillespie County, Texas, as follows, to-wit:

"Size of the Dwelling: The floor area of principal dwellings, exclusive of garages, porches and servant's quarters, shall not be less than 1200 square feet and shall consist of at least 50% masonry in that area of Harper Road Estates designated on the map or plat as "Mobile Home Village" and no mobile homes shall be erected or moved upon any of the lots hereinafter described; the floor area of principal dwellings exclusive of garages, porches and servant's quarters shall be built according to plans and specifications pertaining to any such dwelling which plans and specifications must be approved by THE SOUTHERN CO. INC. or it's designee prior to construction of any dwelling in that segment of Harper Road Estates designated as Mobile Home Village.

The lots to which these additional restrictions pertain are: 50, 49, 47, 46, 41, 39, 37, 35, 4A, 5A, 6A, 7A, 8A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 31A, 32A, 33A, 34A, 35A, 36A, 37A, 38A, 39A, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 82, 83, 87, 88, 89, 91, 92, 93, and 94.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that THE SOUTHERN CO. INC. being the grantee and assignee of said properties by virtue of the conveyances hereinbefore referred to, do covenant and agree that this amendment shall carry the full force and intent as the original restriction hereinabove referenced.

Executed this the 31 day of January, A. D. 1979.

THE SOUTHERN CO. INC.

by Charles D. Sutton
President

ATTEST:

Joyce E Zgonina
Secretary

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THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.) Before me, the undersigned authority, on this day personally appeared Charles Dykstra, President of THE SOUTHERN CO., INC. a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the canacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, on this the 29th day of January, A.D. 1979.

T A Dooley

Notary Public, Gillespie County, Texas.

Pat Dooley, Notary Public
Gillespie County, Texas

Filed for record in my office the 5th day of February A.D. 1979 at 2:17 o'clock P.M. and duly recorded the 8th day of February A.D. 1979 at 8:22 o'clock A .M. in Volume 128 , pages 1-3 , Deed Records.

Doris Lange, Clerk, County Court, Gillespie County, Texas.

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AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.) KNOW ALL MEN BY THESE PRESENTS:

That, heretofore, by instrument dated the 12th day of July, 1972, and appearing of record in Volume 103, Page 306, of the Deed Records of Gillespie County, Texas, LENDON J. PALMER and wife, STELLA MAE PALMER, filed of record Restrictions pertaining to HARPER ROAD ESTATES; and,

Thereafter, by instrument executed on February 12, 1973, of record in Volume 105, Page 390, of the Deed Records of Gillespie County, Texas, additional Restrictions were imposed on said HARPER ROAD ESTATES; and,

Thereafter, by instrument executed on October 13, 1976, of record in Volume 118, Page 290, of the Deed Records of Gillespie County, Texas, said Restrictions were amended; and,

Thereafter, by duly executed Warranty Deed and/or Warranty Deed with Vendor's Lien, dated January 25, 1979, LENDON J. PALMER and wife, STELLA MAE PALMER, conveyed to THE SOUTHERN CO., INC., a Corporation, all of the lots shown in such conveyances and found of record in the Deed Records of Gillespie County, Texas, by virtue of which conveyances THE SOUTHERN CO., INC. became the owner of the majority of the lots in HARPER ROAD ESTATES and that portion thereof designated as HARPER ROAD ESTATES MOBILE HOME VILLAGE; and,

Thereafter, by instrument executed on January 31, 1979, of record in Volume 128, Page 1, of the Deed Records of Gillespie County, Texas, said restrictions were amended; and,

WHEREAS, Paragraph "3" of said original Restrictions found of record in Volume 103, Page 306, of the Deed Records of Gillespie County, Texas, reserves unto the original Grantors the right to impose further Restrictions upon any unsold portions of said Subdivision, and Paragraph "22" of said original Restrictions sets out that the covenants and restrictions shall run with the land and shall be binding upon Grantors, their heirs and assigns; and,

WHEREAS, it is the desire of THE SOUTHERN CO., INC., JOY EL, INC., and SHIRLEY LEECH, being a majority of the owners of the lots in said Subdivision hereinafter described, to amend Paragraph "20" of said Amended Restrictions as found of record in Volume 128, Page 1, of the Deed Records of Gillespie County, Texas, as follows, to-wit:

"Size of the Dwelling: The floor area of principal dwellings, exclusive of garages, porches and servant's quarters, shall not be less than 1000 square feet in that area of HARPER ROAD ESTATES designated on the Map or Plat as "MOBILE HOME VILLAGE" and no mobile homes shall be erected or moved upon any of the lots hereinafter described; the floor area of principal dwellings exclusive of garages, porches and servant's quarters shall be built according to plans and specifications pertaining to any such dwelling which plans and specifications must be approved by THE SOUTHERN CO., INC., or its' designee prior to construction of any dwelling in that segment of HARPER ROAD ESTATES designated as "MOBILE HOME VILLAGE".

The lots to which these additional Restrictions pertain are: 50, 49, 47, 4C, 41, 39, 37, 4A, 35, 5A, 6A, 7A, 8A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 31A, 32A, 33A, 34A, 35A, 36A, 37A, 38A, 39A, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 82, 83, 87, 88, 89, 91, 92, 93 and 94.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that THE SOUTHERN CO., INC., JOY EL, INC., and SHIRLEY LEECH, being a majority of the owners of the lots hereinabove described, do covenant and agree that this Amendment shall carry the full force and intent as the original Restriction hereinabove referred.

EXECUTED this the 1st day of January, A. D., 1980.

THE SOUTHERN CO., INC.

ATTEST:

By: Charles Dykstra
Charles Dykstra, President

Secretary

JOY EL, INC.

ATTEST:

By: Howard Ahrndt
Howard Ahrndt, President

Eleanor Ahrndt
Eleanor Ahrndt, Secretary

Shirley Leech
Shirley Leech, Individually

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THE STATE OF TEXAS,)
COUNTY OF GILLESPIE,) BEFORE ME, the undersigned authority, on this day personally appeared Charles Dykstra, President of THE SOUTHERN CO., INC., a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, on this the 1st day of January, A. D., 1980.

Notary Public in and for Gillespie County, Texas.

THE STATE OF WISCONSIN,)
COUNTY OF Racine) BEFORE ME, the undersigned authority, on this day personally appeared Howard Ahrndt, President of JOY EL, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, on this the 14 day of January, A. D., 1980.

Notary Public in and for Racine County, Wisconsin.
My commission expires

THE STATE OF WISCONSIN,)
COUNTY OF Racine) BEFORE ME, the undersigned authority, on this day personally appeared Shirley Leech, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, on this the 15th day of January, A. D., 1980.

Notary Public in and for Racine County, Wisconsin.

Fred.Gammenthaler et ux to Central Power and Light Company

Easement and Right of Way

50/340-341 DR

THE STATE OF TEXAS,)
COUNTY OF Gillespie) WHEREAS,the undersigned customer has contracted with Central Power and Light Company,its successors and assigns,for electrical service,and has in such contract agreed to secure for and in the name of said Company all rights of way and permits necessary for the performance of such agreements:NOW,THEREFORE,KNOW ALL MEN BY THESE PRESENTS:That I(we),Fred.Gammenthaler and Georgeina Gammenthaler husband and wife,of the County of Gillespie and State of Texas,for and in consideration of the premises and the sum of One ($1.00) Dollar and other good and valuable considerations,to me (us) in hand paid by Central Power and Light Company,a Massachusetts Corporation with a permit to do business in Texas,receipt of which is hereby acknowledged and confessed,have this day granted and by these presents do grant unto the said Central Power and Light Company,its successors,and assigns,easements,rights,privileges and permits,as follows: (1)An easement and right of way for an electric transmission line and all necessary and desirable appurtenances at or near the location and along the general course now located and staked out by said Central Power and Light Company over,across and upon the following described lands now owned by me (us),located in the County of Gillespie and State of Texas,to-wit:1st.Being 115 acre tract of land more or less out of 640 acre survey No.224. 2nd.being 161 acre tract more or less out of 1476 acre survey No.220. 3rd.Being 320 acre survey No.223,located 3 d class cert.No. 185 issued to Henry Hartmann.Deed to Fred S.Gammenthaler by Herman Harper and Cynthia Harper by deed dated Dec.20,1917,and recorded in Volume 29 at page 437 of the deed records of Gillespie, County,Texas. (2) An easement and right of way for electric transmission line or lines and appurtenances,for the purpose of serving other customers from the above mentioned electric transmission line,across and upon such above mentioned lands now owned by me (us) at location or locations to be hereafter selected by grantee. (3) Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing,reconstructing,inspecting,patrolling,maintaining and removing said line or lines and/or appurtenances,the right to remove from said land all trees and parts thereof or other obstructions which endanger or may interfere with the safety or efficiency of said line or lines and/or appurtenances.TO HAVE AND TO HOLD the above described rights,easement and right of way unto the said Central Power and Light Company,its successors and assigns until said line or lines shall beabandoned and removed.Only those poles and guys reasonably necessary to furnish the undersigned customer electrical service shall be erected along the course of the first above mentioned line.The number of poles and the number of guys to be erected in connection with extensions for the purpose of serving other customers,as mentioned in (2) above,shall be determined at the time such extension is made,and the said Central Power and Light Company,its successors and assigns, shall pay me (us),my (our) heirs or legal representatives,at the rate of Two and 50/100 ($2.50) Dollars for each pole or guy erected in excess of the poles and guys erected in connection with serving the undersigned customer,as mentioned in (1) above.It is especially understood and agreed

that this grant shall not authorize the grantee,its successors and assigns,to install additional lines upon my (our) property which will interfere with buildings or structures then existing upon such premises.IN TESTIMONY THEREOF,witness my (our) hand(s) on this the 8" day of Dec.A.D. 1937

Fred Gammenthaler
Georgeina Gammenthaler

THE STATE OF TEXAS,)
)
County of Gillespie) BEFORE ME,the undersigned authority on this day personally appeared Fred Gammenthaler,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 on this the 8" day of Dec.A.D.1937

(Seal)

Jno.S.Morris
Notary Public in and for Gillespie County,Texas.

THE STATE OF TEXAS,)
)
County of Gillespie) BEFORE ME,the undersigned authority on this day personally appeared Georgeina Gammenthaler wife of Fred Gammenthaler,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 Georgeina Gammenthaler,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 on this the 8" day of Dec.A.D.1937

(Seal)

Jno.S.Morris
Notary Public in and for Gillespie County,Texas.

Filed for record in my office the 5th day of May,A.D.,1938,at 3:30 o'clock P.M. and duly recorded the 7th day of May,A.D.,1938,at 11:45 o'clock A.M. in Vol.50 on pages 340 and 341.

Albert E.Klett ,Clk.Co.Ct.Gillespie County,Texas.

Adolph Crenwelge et ux to L.S.Wendel

The State of Texas :
:
County of Gillespie: KNOW ALL MEN BY THESE PRESENTS,That We,Adolph Crenwelge and wife Sarah Crenwelge of the County of Gillespie and State of Texas,for and in consideration of the sum of Ten Dollars and other good and veluable consideration to us paid by L.S.Wendel,out of his own separate means and estate,the receipt of which is hereby acknowledged,Have Granted,Sold and Conveyed,and by these presents do Grant,Sell and Convey unto the said L.S.Wendel,of the County of Gillespie,Texas,all those certain tracts or parcels of land,lying and being situated in Gillespie County,Texas,known and described as follows,to wit: 1.The same being all that certain thirty three acre tract of land,out of the north part of survey No 743,patented to Carl Durst,as-

FRED GAMMENTHALER ESTATE TO KERRVILLE TELEPHONE COMPANY

EASEMENT

VOL. 92 PAGE 542

THE STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Fred Gammenthaler Estate hereinafter called Grantor (whether one or more) for andin consideration of the sum of $1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY, of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right of way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone and telegraph lines, poles and under-ground telephone and telegraph cable or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, which right of way and easement shall be of a breadth of twelve (12) feet upon, over, under and through the following lands of Grantor, lying and being situated in Gillespie County, Texas, and described as follows: Per Attached Print

The Grantee, its successors and assign are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said grantee, its successors and assigns until such first telephone and telegraph line or lines or underground telephone or telegraph cable or cables be constructed, and for so long thereafter as a telephone and telegraph line or lines or telephone and telegraph cable or cables are maintained thereon; and the undersigned hereby binds himself, his heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor, his heirs or assigns, reserves the right fully to use and enjoy said premises except as the same may be necessary for the purposes herein granted; providing however, that the grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstruction on or over said right of way and easement that may injure, endanger or interfere with the use of said telephone or telegraph lines or fittings and appliances appurtenant to any of said lines.

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The grantee, by the acceptance hereof, agrees to bury all telephone and telegraph cable or cables so that they will not interfere with the cultivation of the land and so as not to create a hazard to the use of the land, and also to pay for any damage to crops, fences and timber which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such telephone and telegraph cable or cables.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 20th day of October, ~~196~~ 1967.

FRED GAMMENTHALER ESTATE

Orville Gammenthaler

Grantor

Orville Gammenthaler, Administrator

(Acknowledgements)

SUBSCRIBED AND SWORN TO BEFORE ME, this 20th day of October 1967.

(SEAL)

Notary Public in and for
Harris County, Texas

R. J. MURPHY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969
Bonded by Alexander Lovett, Lawyers Surety Corp.

657—SINGLE ACKNOWLEDGMENT—Class 1 (Rev. April, 1952) The Steck Co., Austin

THE STATE OF TEXAS,

County of Gillespie

BEFORE ME, the undersigned authority, on this day personally appeared

Fred Gammenthaler Estate

known to me

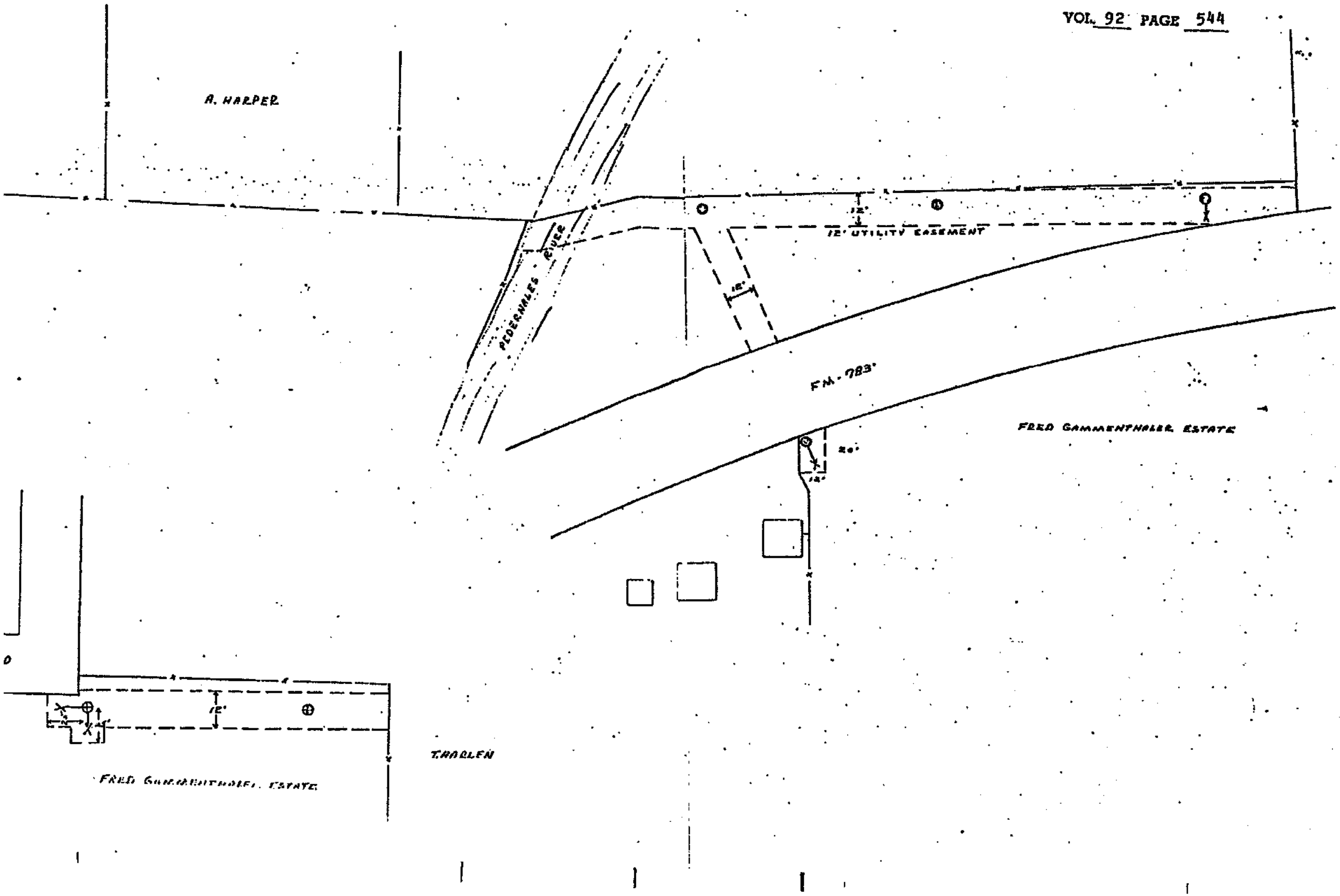
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of October A.D. 1967

R. J. Murphy

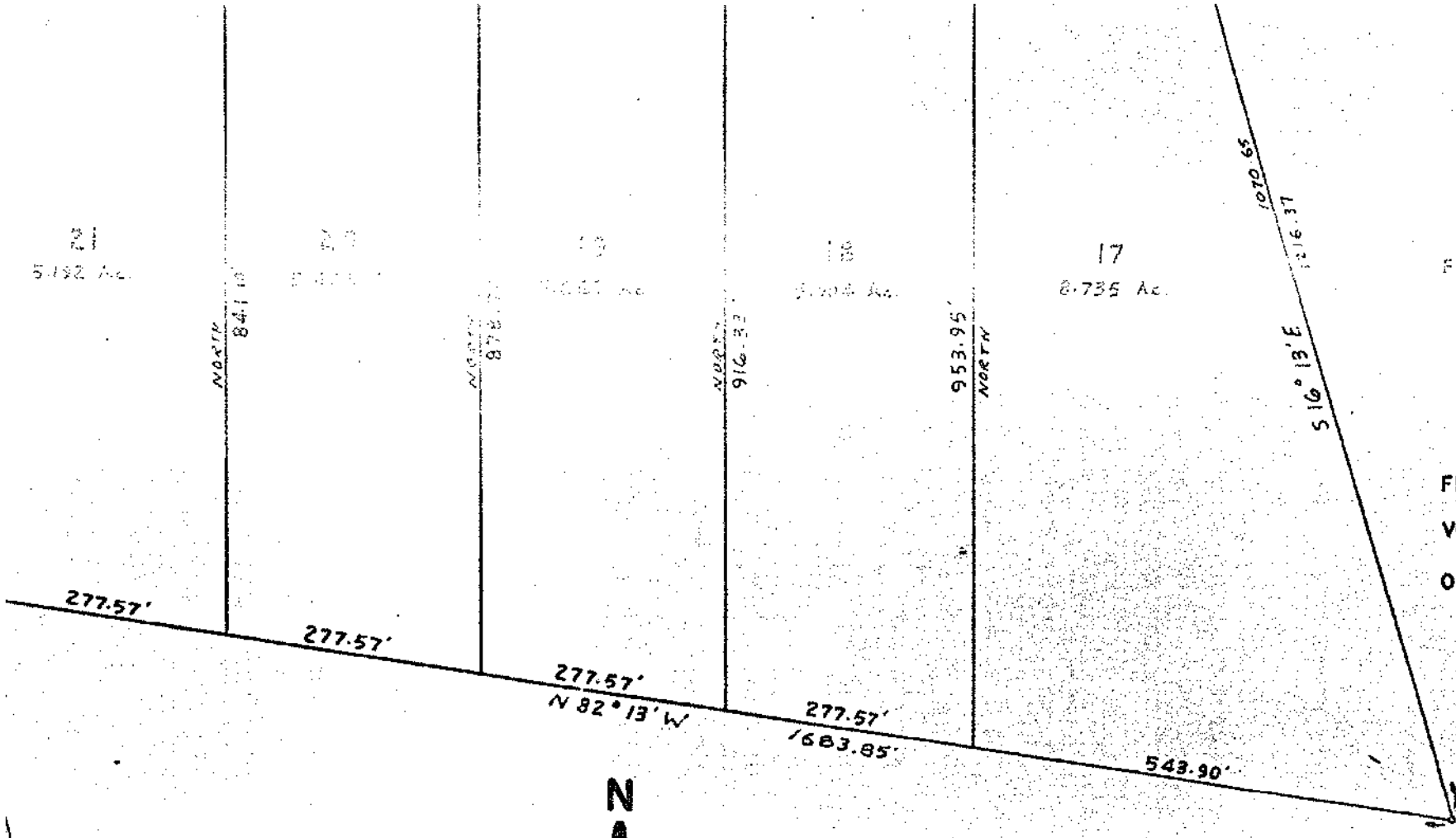
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969
Bonded by Alexander Lovett, Lawyers Surety Corp.

Notary Public Harris County, Texas.


A. HARPER
PEDERNALES RIVER
12' UTILITY EASEMENT
FM-783
FRED GAMMENTHALER ESTATE
TRABLEN
FRED GAMMENTHALER ESTATE

Felix Scheuer
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

FILED FOR RECORD ON THE 26th DAY OF April
VOL. 1, PAGE 5, PLAT BOOK RECORDS OF
OF April 1972, AT 9:40 O'CLOCK A.



STATE OF TEXAS:
COUNTY OF GILLESPIE: I, ALFRED L. ARMSTRONG
THAT THE FOREGOING MAP OF HARPER ROAD ESTATE
DESIGNATES A SURVEY AND SUBDIVISION MADE BY
WITH THEIR DIMENSIONS AND NUMBERS ARE CORREC
THIS THE 4TH. DAY OF APRIL, 1972.

STATE OF TEXAS
ALFRED L. ARMSTRONG
1677
REGISTERED
PUBLIC SURVEYOR

NOTE: 1/2" STEEL PIN SET AT ALL LOT CORNERS.

UTILITY EASEMENT: GRANTED FIVE FEET ON BOTH SIDES OF ALL PROPERTY LINES.

ELECTRIC EASEMENT: GRANTED TO CENTRAL TEXAS ELECTRIC CO-OP. ALONG ALL STREET AND LOT LINES AND OTHERWISE WHERE NECESSARY TO SERVE SUBDIVISION.

LENDON PALMER TO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

LINE NO. .....

EASEMENT NO. w/o 2-47 &R

VOL. 102 PAGE 650

NAME .....

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS)
)
COUNTY OF Gillespie)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Harper Road Estate (Lendon Palmer Developer)
for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is FREDERICKSBURG, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately 1 miles south
(Show Direction Above)

from the town of Harper, Texas; and bounded on the north by land owned by:

Herman Oehler

on the south by land owned by:

Rudy Staudt and Mrs. Alma Oberkamp Roach

on the east by land owned by:

Mrs. Alma Oberkamp Roach

and on the west by land owned by:

F. M. Road # 783

VOL 102 PAGE 651

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extend necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; Easement granted along all street and lot lines and otherwise were necessary to serve subdivision.
Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

.....

.....

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 3rd day of March, 1972
Sealed and delivered in the presence of:

Dalton Herbort — Harper Road Estate, London Palmer L. S.

Date 3-3-72

..... L. S.

WITNESS ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF Gillespie)

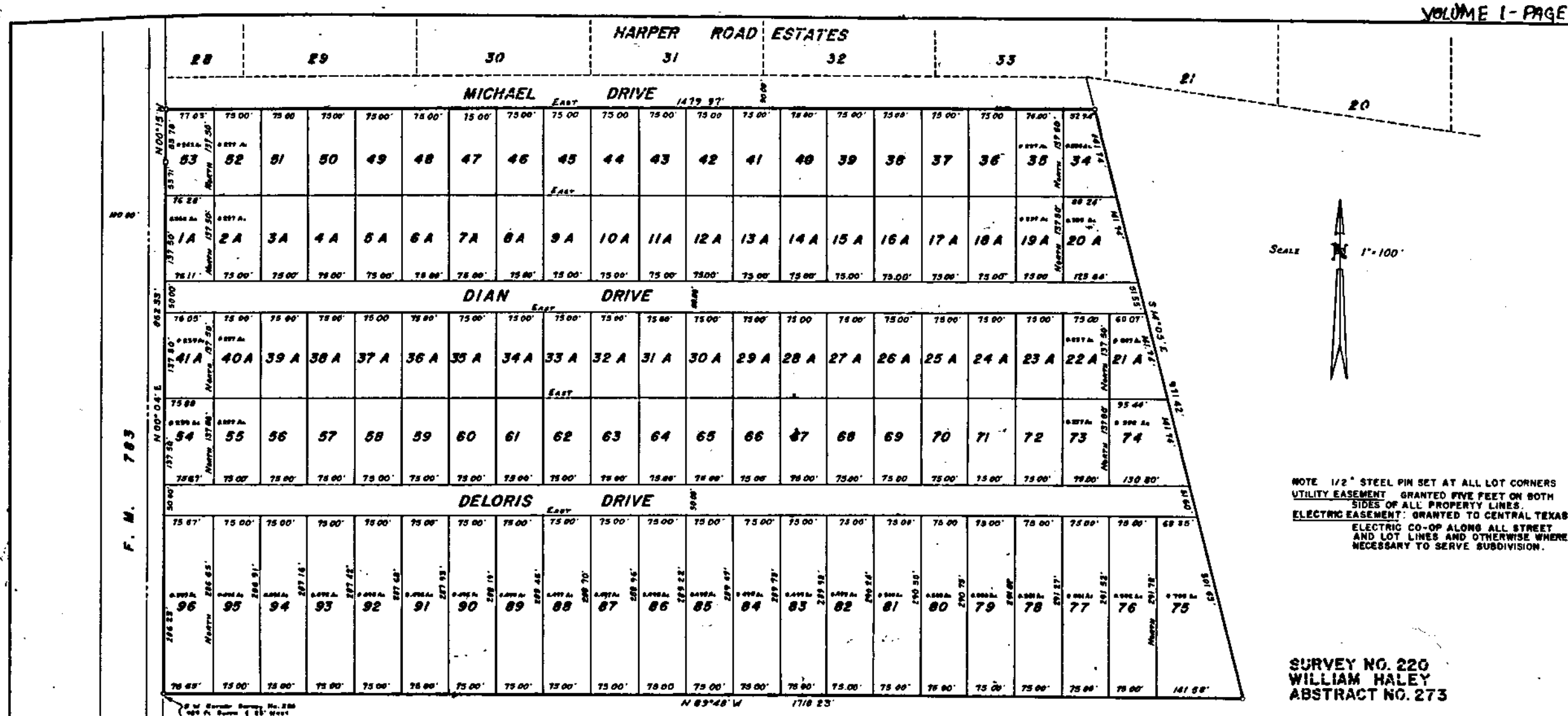
Before me, the undersigned authority in and for said County and State, on this day personally appeared Dalton Herbort, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw Harper Road Estate London Palmer (Developer), the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office this the 3rd day of March, 1972.

Helen Q. Fuller
Notary Public in and for
Gillespie County, Texas

Filed for record in my office the 19th day of April A.D. 1972 at 3:07 o'clock P . M. and duly recorded the 20th day of April A.D. 1972 at 4:10 o'clock P . M. in Volume 102 , pages 650-651.

Julia Schiewe, Clk. Co. Ct., Gillespie County, Texas.



NOTE 1/2" STEEL PIN SET AT ALL LOT CORNERS
UTILITY EASEMENT GRANTED FIVE FEET ON BOTH SIDES OF ALL PROPERTY LINES.
ELECTRIC EASEMENT: GRANTED TO CENTRAL TEXAS ELECTRIC CO-OP ALONG ALL STREET AND LOT LINES AND OTHERWISE WHERE NECESSARY TO SERVE SUBDIVISION.

SURVEY NO. 220
WILLIAM HALEY
ABSTRACT NO. 273

MOBILE HOME VILLAGE

A RESUBDIVISION OF MOBILE HOME VILLAGE OF HARPER ROAD ESTATES, AS RECORDED IN VOL. 1, PAGE 5 OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS. SAID RESUBDIVISION BEING A PART OF THAT 168.02 ACRES CONVEYED TO LENDON J. PALMER OUT OF SURVEY NO. 220, WILLIAM HALEY, ABSTRACT NO. 273, GILLESPIE COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF GILLESPIE WE LENDON J PALMER AND STELLA MAE PALMER HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH IS PART OF THAT 168.02 ACRE TRACT OF LAND CONVEYED TO US BY DEED RECORDED IN VOL. 100, PAGES 174-7 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO THE PUBLIC FOREVER THE USE OF THE STREETS AND EASEMENTS HEREON SHOWN
WITNESS THE EXECUTION HEREON THIS THE 25 DAY OF January 1973

Lendon J. Palmer
LENDON J PALMER

Stella Mae Palmer
STELLA MAE PALMER

STATE OF TEXAS
COUNTY OF GILLESPIE BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LENDON J PALMER AND STELLA MAE PALMER, 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 CONSIDERATIONS THEREIN SHOWN, AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25 DAY OF January 1973

Vernell R. Schlueter
NOTARY PUBLIC, GILLESPIE COUNTY, TEXAS
Vernell R Schlueter

STATE OF TEXAS:
COUNTY OF GILLESPIE THE ATTACHED PLAT KNOWN AS MOBILE HOME VILLAGE, SITUATED IN GILLESPIE COUNTY, TEXAS, AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS, WAS APPROVED FOR FILING IN THE MAP AND PLAT RECORDS OF GILLESPIE COUNTY, TEXAS. TO CERTIFY WHICH, THE UNDERSIGNED, AS COUNTY JUDGE OF GILLESPIE COUNTY, TEXAS, HEREBY AFFIXES HIS HAND, ATTESTED BY THE SEAL OF THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS, THIS THE 5th DAY OF February 1973

Victor H. Englisch
COUNTY JUDGE, GILLESPIE COUNTY, TEXAS

Julia Scheuvens
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

FILED FOR RECORD ON THE 5th DAY OF February 1973, AT 9:00 O'CLOCK A M

Julia Scheuvens
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

FILED FOR RECORD ON THE 5th DAY OF February 1973, AT 9:00 O'CLOCK A M RECORDED IN VOL 1, PAGE 10, PLAT BOOK RECORDS OF GILLESPIE COUNTY, TEXAS, ON THIS THE 5th DAY OF February 1973, AT 9:00 O'CLOCK A M

Julia Scheuvens
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

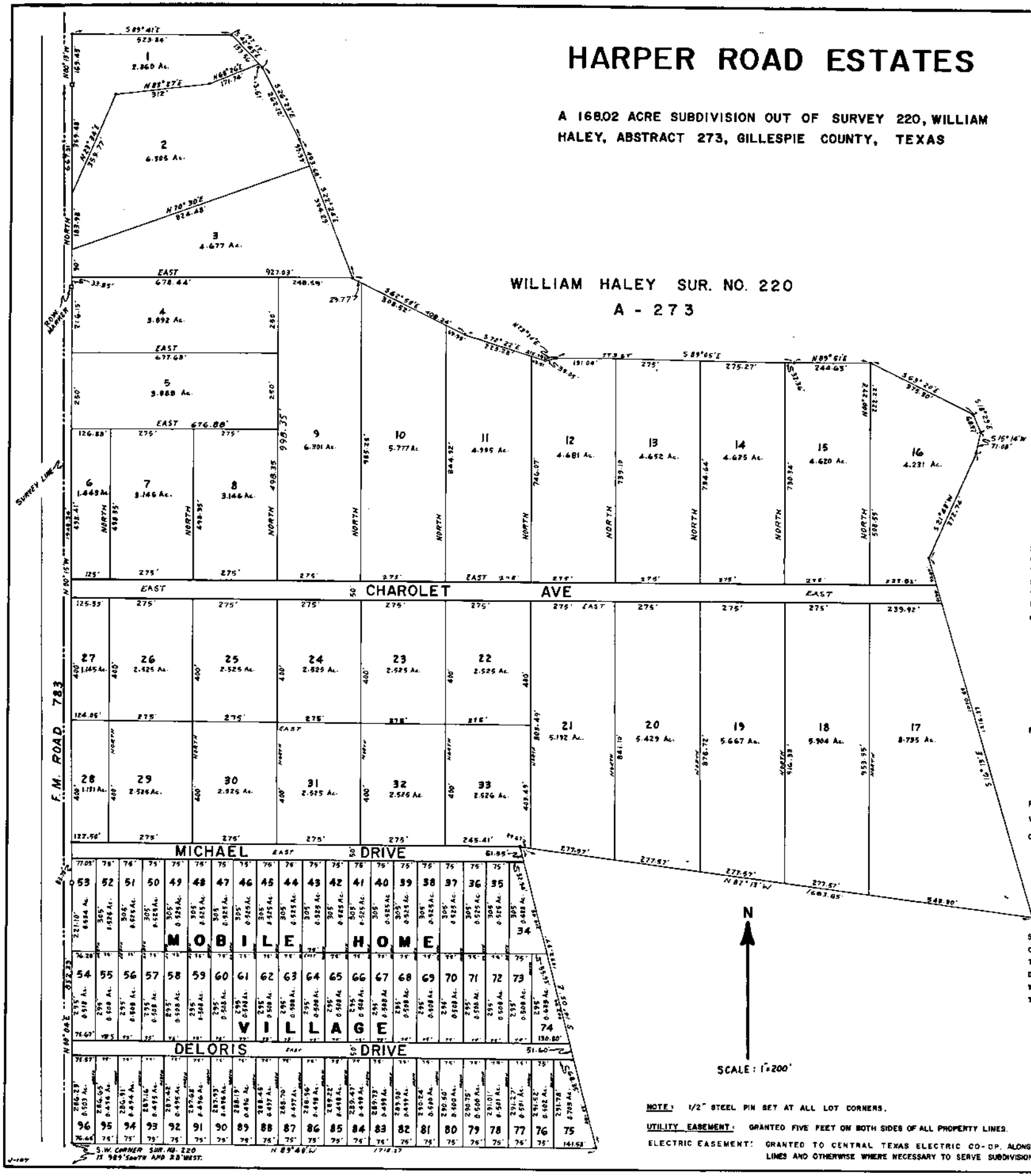
STATE OF TEXAS:
COUNTY OF GILLESPIE I, ALFRED L ARMSTRONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING MAP OF MOBILE HOME VILLAGE, SITUATED IN GILLESPIE COUNTY, TEXAS, CORRECTLY DESIGNATES A SURVEY AND SUBDIVISION MADE BY ME ON THE GROUND, AND ALL STREETS, LOTS AND BLOCKS WITH THEIR DIMENSIONS AND NUMBERS ARE CORRECTLY SHOWN WITNESS MY SIGNATURE AND SEAL THIS THE 23rd DAY OF JANUARY, 1973

Alfred L. Armstrong
ALFRED L. ARMSTRONG
REGISTERED PUBLIC SURVEYOR
REGISTRATION NO 1477

ARMSTRONG ENGINEERING 617 WEST MAIN FREDERICKSBURG, TEXAS

HARPER ROAD ESTATES

A 168.02 ACRE SUBDIVISION OUT OF SURVEY 220, WILLIAM HALEY, ABSTRACT 273, GILLESPIE COUNTY, TEXAS



NOTE: 1/2" STEEL PIN SET AT ALL LOT CORNERS.

UTILITY EASEMENT: GRANTED FIVE FEET ON BOTH SIDES OF ALL PROPERTY LINES.

ELECTRIC EASEMENT: GRANTED TO CENTRAL TEXAS ELECTRIC CO-OP. ALONG ALL STREET AND LOT LINES AND OTHERWISE WHERE NECESSARY TO SERVE SUBDIVISION.

STATE OF TEXAS :
COUNTY OF GILLESPIE : WE LENDON J. PALMER AND STELLA MAE PALMER HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH IS ALL THAT 168.02 ACRE TRACT OF LAND CONVEYED TO US BY DEED RECORDED IN VOLUME 100, PAGES 174-177 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS, AND THAT WE DO HEREBY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO THE PUBLIC FOREVER THE USE OF ALL STREETS AND EASEMENTS HEREON SHOWN.
WITNESS THE EXECUTION HEREON THIS THE 26 DAY OF April 1972.

Lendon J. Palmer
LENDON J. PALMER

Stella Mae Palmer
STELLA MAE PALMER

STATE OF TEXAS :
COUNTY OF GILLESPIE : BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LENDON J. PALMER AND STELLA MAE PALMER, 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 CONSIDERATIONS THEREIN SHOWN, AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26 DAY OF April 1972.

Darnell R. Schlueter
NOTARY PUBLIC, GILLESPIE COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF GILLESPIE : THE ATTACHED PLAT KNOWN AS HARPER ROAD ESTATES, SITUATED IN GILLESPIE COUNTY, TEXAS, AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS, WAS APPROVED FOR FILING IN THE MAP AND PLAT RECORDS OF GILLESPIE COUNTY, TEXAS, TO CERTIFY WHICH, THE UNDERSIGNED, AS COUNTY JUDGE OF GILLESPIE COUNTY, TEXAS, HEREBY AFFIXES HIS HAND, ATTESTED BY THE SEAL OF THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS, THIS THE 26th DAY OF April 1972.

Victor H. Sagebiel
COUNTY JUDGE, GILLESPIE COUNTY, TEXAS

Felix Scheuvens
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

FILED FOR RECORD ON THE 26th DAY OF April 1972, AT 9:40 O'CLOCK A. M.

Felix Scheuvens
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

FILED FOR RECORD ON THE 26th DAY OF April 1972, AT 9:40 O'CLOCK A. M. RECORDED IN VOL. 1, PAGE 5, PLAT BOOK RECORDS OF GILLESPIE COUNTY, TEXAS, ON THIS THE 26th DAY OF April 1972, AT 9:40 O'CLOCK A. M.

Felix Scheuvens
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF GILLESPIE : I, ALFRED L. ARMSTRONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING MAP OF HARPER ROAD ESTATES, SITUATED IN GILLESPIE COUNTY, TEXAS, CORRECTLY DESIGNATES A SURVEY AND SUBDIVISION MADE BY ME ON THE GROUND, AND ALL STREETS, LOTS AND BLOCKS WITH THEIR DIMENSIONS AND NUMBERS ARE CORRECTLY SHOWN. WITNESS MY SIGNATURE AND SEAL THIS THE 4TH. DAY OF APRIL, 1972.

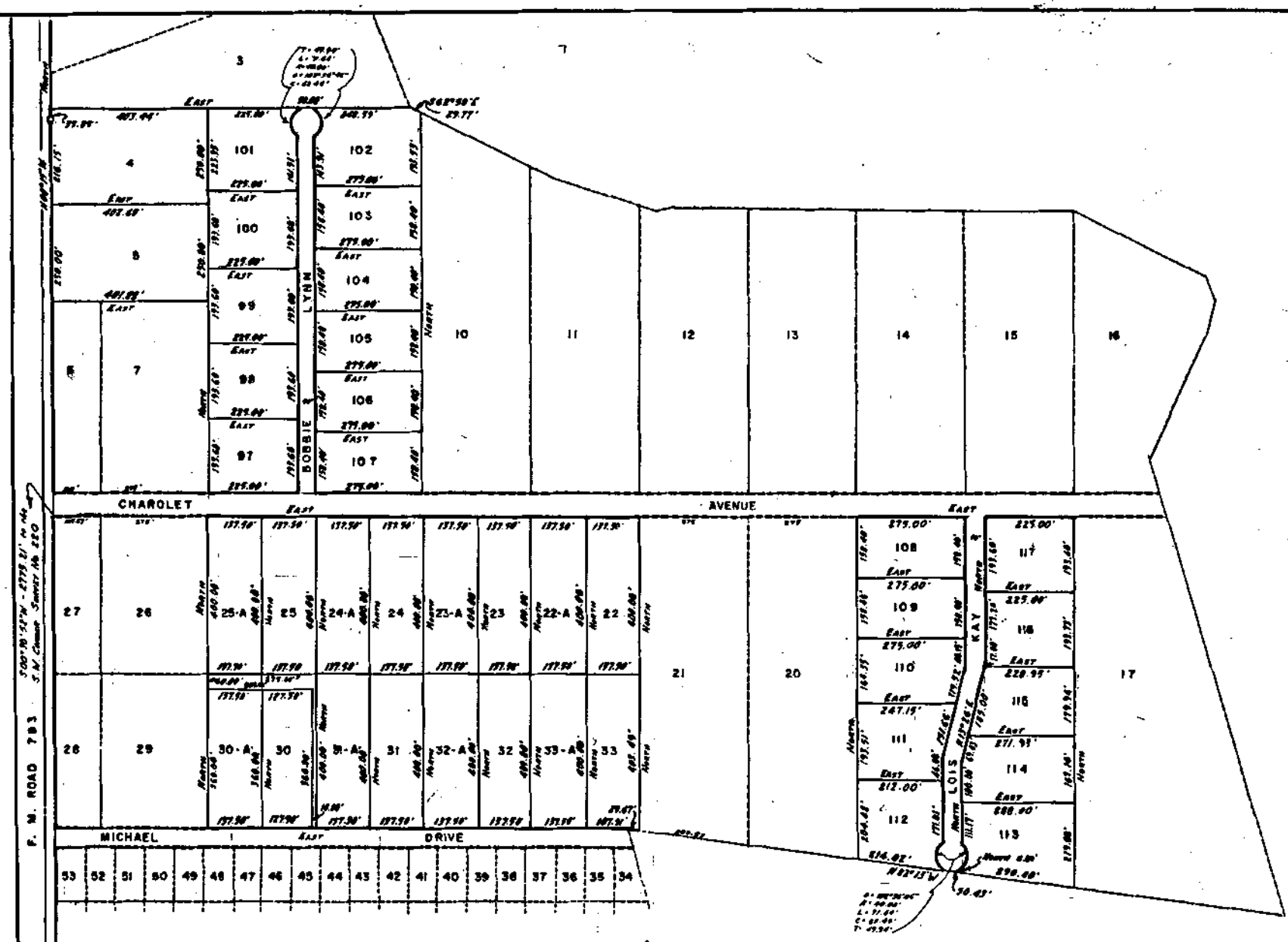
STATE OF TEXAS
ALFRED L. ARMSTRONG
1677
REGISTERED PUBLIC SURVEYOR

Alfred L. Armstrong
ALFRED L. ARMSTRONG
REGISTERED PUBLIC SURVEYOR
REGISTRATION NO. 1677

ARMSTRONG ENGINEERING
106 NORTH ADAMS
FREDERICKSBURG, TEXAS

HARPER ROAD ESTATES

A RESUBDIVISION OF LOTS 4,6,8,9, 18, 19, 22-25, AND 30-33 OF HARPER ROAD ESTATES AS RECORDED IN VOL. I, PAGE 5 OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS. SAID RESUBDIVISION BEING A PART OF THAT 168.02 ACRES CONVEYED TO LENDON J. PALMER OUT OF SURVEY NO. 220, WILLIAM HALEY, ABSTRACT NO. 273, GILLESPIE COUNTY, TEXAS.



STATE OF TEXAS:
COUNTY OF GILLESPIE: WE LENDON J. PALMER AND STELLA MAE PALMER HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH IS PART OF THAT 168.02 ACRE TRACT OF LAND CONVEYED TO US BY DEED RECORDED IN VOL. 100, PAGES 174-7 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO THE PUBLIC FOREVER THE USE OF THE STREETS AND EASEMENTS HEREON SHOWN
WITNESS THE EXECUTION HEREON THIS THE 31st DAY OF October 1973.

London J. Palmer
LENDON J. PALMER

Stella Mae Palmer
STELLA MAE PALMER

STATE OF TEXAS:
COUNTY OF GILLESPIE: BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LENDON J. PALMER AND STELLA MAE PALMER, 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 CONSIDERATIONS THEREIN SHOWN AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31st DAY OF October 1973.

Ola Mae Armstrong
NOTARY PUBLIC, GILLESPIE COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF GILLESPIE: THE ATTACHED PLAT KNOWN AS HARPER ROAD ESTATES, SITUATED IN GILLESPIE COUNTY, TEXAS, AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS, WAS APPROVED FOR FILING IN THE MAP AND PLAT RECORDS OF GILLESPIE COUNTY, TEXAS, TO CERTIFY WHICH, THE UNDERSIGNED, AS COUNTY JUDGE OF GILLESPIE COUNTY, TEXAS, HEREBY AFFIXES HIS HAND, ATTESTED BY THE SEAL OF THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS, THIS THE 12 DAY OF November 1973.

Victor H. Sagebiel
COUNTY JUDGE, GILLESPIE COUNTY, TEXAS

Julia Scherer
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

FILED FOR RECORD ON THE 16 DAY OF November 1973, AT 1:15 O'CLOCK P M

Julia Scherer
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

FILED FOR RECORD ON THE 16 DAY OF November 1973, AT 1:15 O'CLOCK P M. RECORDED IN VOL 1, PAGE 20, PLAT BOOK RECORDS OF GILLESPIE COUNTY, TEXAS, ON THIS THE 16 DAY OF November 1973, AT 1:15 O'CLOCK P M.

Julia Scherer
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF GILLESPIE: I, ALFRED L. ARMSTRONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING MAP OF HARPER ROAD ESTATES, SITUATED IN GILLESPIE COUNTY, TEXAS, CORRECTLY DESIGNATES A SURVEY AND SUBDIVISION MADE BY ME ON THE GROUND, AND ALL STREETS, LOTS AND BLOCKS WITH THEIR DIMENSIONS AND NUMBERS ARE CORRECTLY SHOWN. WITNESS MY SIGNATURE AND SEAL THIS THE 31st DAY OF Oct., 1973.

Alfred L. Armstrong
ALFRED L. ARMSTRONG
REGISTERED PUBLIC SURVEYOR
REGISTRATION NO. 1577

NOTE 1/2" STEEL PIN SET AT ALL LOT CORNERS
UTILITY EASEMENT GRANTED FIVE FEET ON BOTH SIDES OF ALL PROPERTY LINES.
ELECTRIC EASEMENT: GRANTED TO CENTRAL TEXAS ELECTRIC CO-OP ALONG ALL STREET AND LOT LINES AND OTHERWISE WHERE NECESSARY TO SERVE SUBDIVISION.