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

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.

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.

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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 such lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of 12 inches in height.

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.

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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

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