

SPW/smf: 3-24-86
LAND2/Harper Valley I

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Page 444, of the Deed Records of Gillespie County, Texas and recorded in Volume 10, Page 345, of the Easement Records of Kerr County, Texas.

3. All rights-of-way and easements affecting the above described property that are valid, existing and properly of record and/or on the ground.

This deed is subject to the covenants hereby made by Grantee, and made and accepted subject to the restrictions and conditions upon the premises herein conveyed as follows, to-wit:

FIRST: That these covenants are to run with the land and shall be binding upon the Grantee, and all persons claiming under Grantee until January 1, 1996, at which time said covenants shall be automatically extended for successive periods of ten years, unless a vote of the owners of the majority of the land in this development, it is agreed to change said covenants in whole or in part.

SECOND: That the above described property herein conveyed shall not be used for commercial hunting, nor business purposes, nor have any commercial or manufacturing purpose.

THIRD: That no automobile, truck, trailer or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.

FOURTH: That any sewerage disposal system constructed shall be build in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.

FIFTH: That no disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.

SIXTH: That no swine shall be allowed to be kept on said property.

SEVENTH: Since road maintenance in this development is of importance to all property owners, Grantee hereby authorized Grantor to maintain such roads for the common good and to charge each each property owner a fee of \$3.00 per acre per year. Such charge shall not be more than \$100.00 per tract per year, unless at any time after the present date, it is required for any reason that the roads must be maintained or improved to a greater degree than at present. Grantee agrees that the cost of such maintenance, or improvements shall be the immediate obligation of the then property owners of the development on a pro rata acreage-owned basis. Such charge shall be made by direct billing to the property owner. If said road maintenance charge is not paid within sixty (60) days of billing, it shall become a bona fide lien against the above described property. Such lien, however shall be second and subordinate to any lien placed upon such lands to secure the payment for improvements constructed on said lands.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Grantee herein, as well as heirs, executors, administrators and assigns, and to run in favor and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by Grantor, his designees in writing.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the