## RESTRICTIONS

Volume 6, Pages 44-47, Plat Records of Kerr County, Texas; Volume 582, Page 232 and Volume 953, Page 231, Real Property Records of Kerr County, Texas; Volume 978, Page 230, Volume 1101, Page 447 and Volume 1101, Page 453, Real Property Records of Kerr County, Texas; Volume 1460, Page 385, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

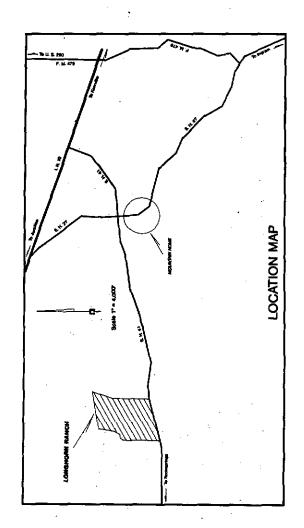
# OTHER EXCEPTIONS

- Blanket Telephone Line Right-Of-Way Easement dated December 2, 1953 to Hill Country Telephone Cooperative, Inc., recorded in Volume 2, Page 367, Easement Records of Kerr County, Texas.
- Easement and Right Of Way dated October 31, 1960 to Kerrville Telephone Company, recorded in Volume 3, Page 279, Easement Records of Kerr County, Texas. (AS PER TRACTS 1 & 12 ONLY)
- Blanket Easement dated October 2, 1964 to Central Texas Electric Cooperative, Inc., recorded in Volume 4, Page 74, Easement Records of Kerr County, Texas.
- Blanket Right Of Way Easement dated September 22, 1987 to Central Texas Electric Cooperative, Inc., recorded in Volume 457, Page 292, Real Property Records of Kerr County, Texas.
- Right Of Way Easement dated September 22, 1987 to Central Texas Electric Cooperative, Inc., recorded in Volume 457, Page 298, Real Property Records of Kerr County, Texas.
- An undivided non-participating royalty interest, reserved by Grantor as described in
  instrument from Annie Laurie Morriss to T.A. Peays and wife, Chloe C. Peays, dated
  November 14, 1989, recorded in Volume 529, Page 745, Real Property Records of Kerr
  County, Texas, reference to which instrument is here made for all purposes, together with
  all rights, expressed or implied in and to the property covered by this Policy arising out of
  or connected with said interests and conveyance. Title to said interest not checked
  subsequent to date of the aforesaid instrument.
- Blanket Right Of Way Easement dated September 6, 1990 to Central Texas Electric Cooperative, Inc., recorded in Volume 569, Page 659, Real Property Records of Kerr County, Texas.
- Easements as per the Plat recorded in Volume 6, Pages 44-47, Plat Records of Kerr County, Texas.
- Easement and Building Set Back Lines as per the Restrictions recorded in Volume 582, Page 232, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated January 28, 1991, recorded in Volume 582, Page 232, Real Property Records of Kerr County, Texas, and amended in Volume 953, Page 231, Real Property Records of Kerr County, Texas.
- Building Set Back Lines as per the Amended Restrictions recorded in Volume 953, Page 231, Real Property Records of Kerr County, Texas.

- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor for min.reservation",ST1,6} to {PR,"insert grantee for min.reservation",ST1,6}, dated {PR,"insert date of min.reservation",DT2,6}, recorded in Volume {PR,"insert volume number of min.reservation",IN1,6}, Page {PR,"insert page number of min.reservation",IN1,6}, {PR,"insert record type of min.reservation",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Unrecorded grazing lease between Highpointe At Riverhill Corporation and Dominion Land and Cattle Co., Inc., dated January 28, 1991.
- Any visible and/or apparent roaways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

# LONGHORN RANCH

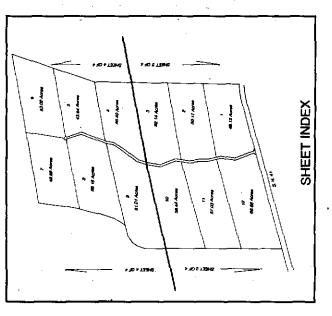
A SUBDIVISION OF 649.75 ACRES OF LAND, MORE OR LESS. OUT OF VARIOUS ORIGINAL PATENT SURVEYS AS SHOWN HEREON, IN KERR COUNTY. TEXAS



NONE OF THE TRACTS IN THIS SUBDIVISION LIE WITHIN THE 100 YEAR FLOOU PLAIN AS DESIGNATED ON THE WATTOMAL. FLOOD INSURANCE RATE MAP. ALL WELLS WILL BE LOCATED A MINIMUM OF ONE HUNDRED FIFTY (150) FEET PROM ANY LOT/TRACT LINE OR EXISTING OR PROPOSEN ON-SITE MASTE DISPOSAL SYSTEM.

ALL LOT/TRACT CORNERS ARE MARKED WITH INDW STAKES OR CONCRETE RIGHT-DF-MAY MARKERS. ALL MOADS HAVE A SIXTY (60) FOOT RIGHT-DF-WAY; ALL CUM.-DE-SRUE HAVE A FIFTY (50) FOOT RADIUS.





DECEMBER, 1990

\*\*SPECIAL MOTATION\*\*

F & F Microfilming, Inc. - © 2019

I HEREBY CERTIFY THAT THE SUBDIVISION PLATTED HEREON MEETS WITH THE APPROVAL BY THE POST CPPICE HEGARDING STREET NAMES.

Books C. Walnupa

12-14-1990 DATE-14-1990

I HERBIY CESTIFY THAT THIS SUBDIVISION, KINGHORN RANCH, MEETS WITH THE APPHOVAL OF HILL COUNTRY TELEPHONE CO-OF REGANDING TOTLITIES

O.L. COUNTRY TREEMONE CO-CIP ENGINEER OR MANAGER

12 -14-19 PO

1 HEREBY CERTIFY THAT THIS SUBDIVISION, LONGHORN FANCH, MEETS MITH THE AFFORMATIVE, INC. MITH THE COOPENATIVE, INC.

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KERN COUNTY ENVIRONMENTAL HEALTH DEPT.

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PROPERTY OF THE PROPERTY OF NO. 1537
REGISTRED PROFESSIONAL LAND SURVEYOR NO. 1537

DATED THIS LIMED DAY OF DECEMBEL. 1990.

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AND EASTBREETS. AND ACCOUNTER, A HIGHOSTER AT RIVERSTRILL.

NORTH THE CHROST OF THE LAND SHOWN ON THIS FLAT AND WRONGE
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# STATE OF TEXAS COUNTY OF KERR

BEFORE M. THE URBUSELIED INTERPRET, ON STATE ON PERSONALLY APPLACED DAYLD A. CIDMALDASE, ALL, DECKNIN ON RE. 702 THE ADECEMBER OF THE PROCESSION OF THE PROCESSION OF THE PROCESSION OF THE PROCESSION OF THE STATE OF THE PROCESSION OF THE STATE OF THE PROCESSION OF THE STATE OF THE PROCESSION, AND IN THE CARACITY

APOUNDER MY HAND AND SEAL OF OFFICE THIS 14 DAY OF ABOUNDED.

NOTAN PUBLIC FOR THE STATE OF TEXAS



THE DESIGNATED COUNTY OPPICIAL OF KERR COUNTY, TEXAS, HEREBY CERTIFIES STANT THIS SENDINGYSIGN PLAY CONCOUNS TO ALL REQUIREMENTS OF THE SUBDIVISION RECLATIONS OF THE COUNTY AS TO MELCE HIS APPROVAL IS REQUIRED.

W. A. Stace, DESTONATED COUNTY OFFICIAL

THIS PLAT OF LOWGRODM RANCH HAS BEEN SUBMITTED TO AND COMSIDERED TO WHE COUNTY, TEXAS, AND IS BREES APPROVED BY SUCH COURT. DATED THIS HE DAY OF GARLONG . 1998.

COUNTY JUDGE

BY: SECRETARY

ON THE 14th UNY OF CARLLADAY . 1998 BY ONDER NO. 20045 RECORDED ON THE 14 TOAY OF GRAMMAN. 1998 AT FILED POR RECORD ON THE HEAVING OF Gamuary . 1898 AT APPROVED BY THE CUMMISSIONERS COURT OF KERR COUNTY, TEXAS THE PLAT RECORDS OF REER COUNTY, TEXAS. A:30 O'CLOCK A.H.

PATHICIA DVE, KERN COLNEY CLERK

VOLUME 6 PAGE 45

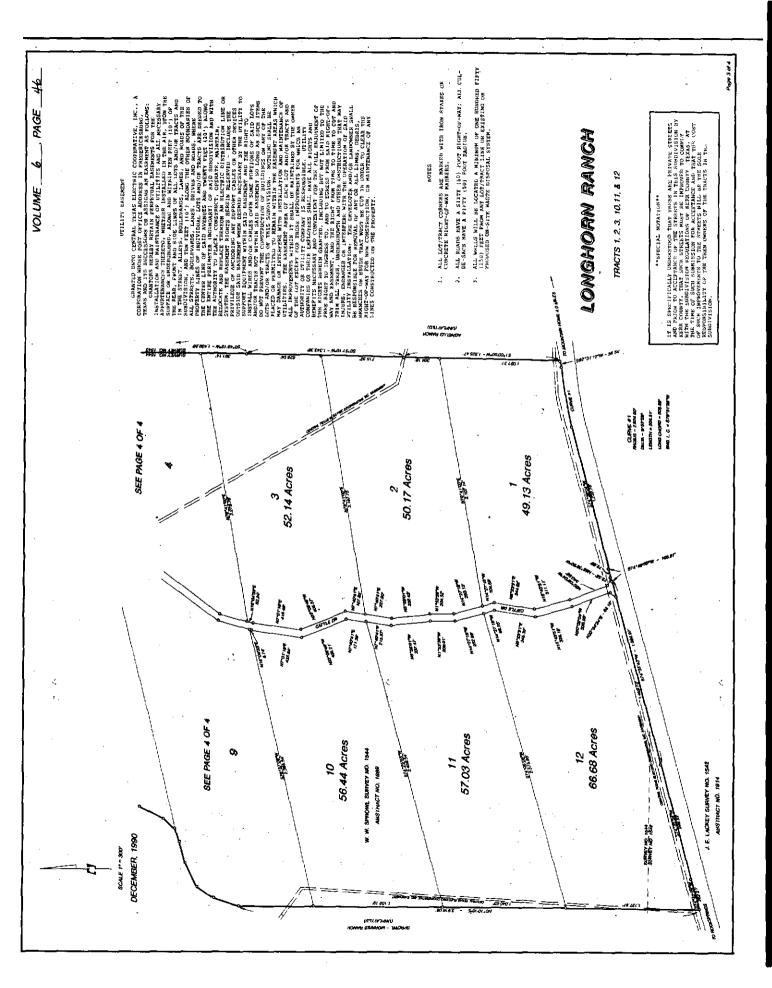
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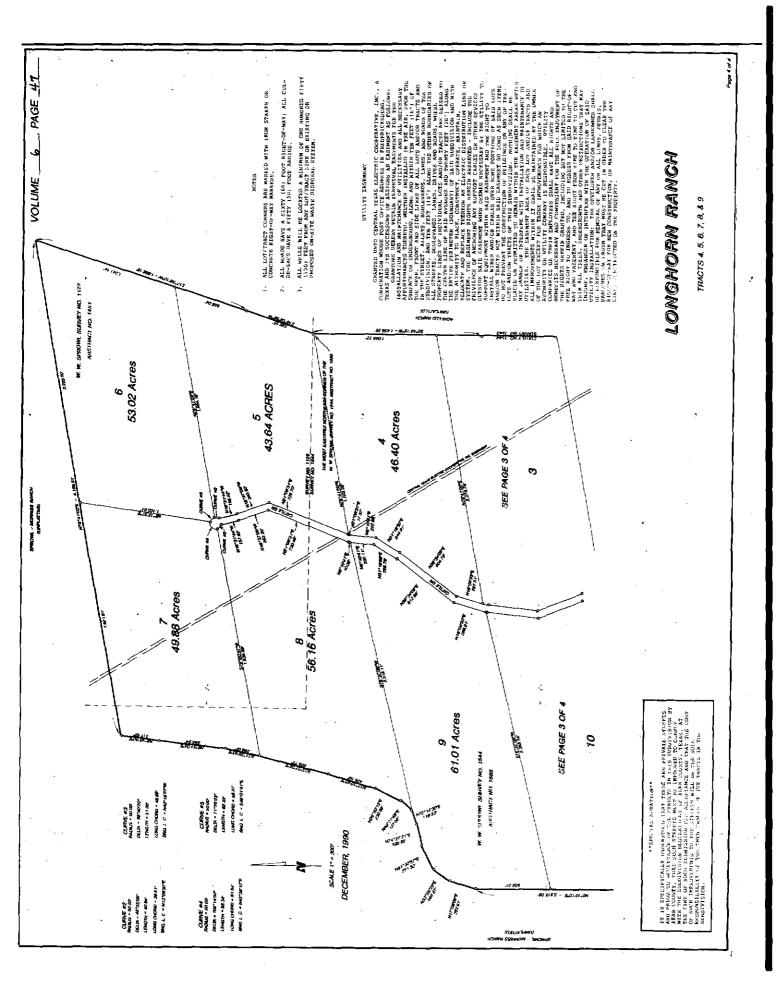
- ALL LOT/TEACT CORNENS ARE MARKED WITH IRON STAKES OR CONCNETE RIGHT-OP-WAY MARKERS.
- ALL ROADS HAVE A SIXTY (60) POOT RIGHT-OF-MAY; ALL CUL-DB-EACS HAVE A FIFTY (50) POOT RADIUS.
- ALL MELLS WILL BE LOCATED A MINIMUM OF ONE HUNDRED FIFTY (150) FEET FROM ANY LOT/TRACT LINE ON EXISTING OR PROPOSED ON-SITE WASTE DISPOSAL SYSTEM,

DECEMBER, 1990

# Longhorn ranch

NOTES AND CERTIFICATIONS







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Patricia X4 COUNTY CLERK-KEAR COUN

A SECOND TO THE MANY DESCRIPTION OF LOCATION TO THE MANY DESCRIPTION OF THE MA

CENTIFICATE OF AUTHENTICATION AND DEDICATION

GIVEN UNDER MY HAND A.D. 1963.

MARIE I. DOMENIE. REGETERED PROFESSIONAL LAND SURVEYOR NO. 1713



M. 05.00.15

Tract 2-S 25.09 acres

N. 172 G

Tract 2-N 25.08 acres

# LONGHORN RANCH REPLAT OF TRACT 2

ARWAY DE, KERRYLLE, TEXAS 78028 NGUES & ASSOCIATES, INC. IDNEY BAKER ST. - KERRYLLE, TEXAS 78028

State Hwy. No. 41

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGHORN RANCH

LONGHORN RANCH KERR COUNTY, TEXAS

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1146

WE 582 PAGE 232

Con Charles Control of the Control o

THIS DECLARATION, made this 28 Riverhill Corp., dba Longhorn Ranch,	a Texas corporation ("Declara	January Int");	. 199 I by Highpointe at

### WITNESSETH:

- A. Declarant is the owner of the real property described in Exhibit "A", attached hereto and referred to in Section 1 of this Declaration, and desires to create thereon a ranch development for agricultural purposes.
- 8. Declarant further desires to provide for the preservation of the values and amenities of said ranch and property and for the maintenance ihereof; and, for such purposes, Declarant desires to subject the real property described in Exhibit "A", attached hereto, and referred to in Section 1, together with such additions as may hereafter be made thereto (as provided in Section 1), to the covenants, conditions, restrictions, essentents, charges and items hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof.
- C. Declarant will cause the Longhorn Ranch Owners Association to be incorporated as a non-profit corporation under the laws of the State of Texas, to which corporation will be delegated and assigned the powers of maintaining and administering the properties and facilities administering and enforcing the covenants, conditions and restrictions, and collection and disbursing the assessments and charges as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property referred to in Section 1, and such additions thereto as may hereal\*\* be made pursuant to Section 1 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth;

- 1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:
  - (a) "Association" shall mean and refer to the Longhorn Ranch Owners Association. The principal office of the Association shall be 190 fairway Drive, Kerrville, Texas 78028. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and assthetic value of the property descibed herein which shall hereafter be designated by Declarant.
  - (b) "Board" shall mean and refer to the Board of Directors of the Association.
  - (c) "Properties" shall mean and refer to Tracts 1-12, Longhorn Ranch, a subdivision in Kerr County, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and Illied of record pursuant to the following provisions:

    (ii) If Declarant is the owner of any property which it desires to add to the concept of this Declaration. It may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the coverants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that any additions made pirsuant hereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties adderd.
  - (d) "Member" shall mean and refer to Declarant and each owner of a fee simple interest ("Owner") in any property within the Properties. Each member shall be entitled to one cote for each acre owned.
  - (e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties merely as security for the performance of an obligation.
  - (f) "Architectural Control Committee" shall mean and refer to that Committee as defined in Section 8 hereof.
  - (g) "Wildlife Committee" shall mean and refer to a standing Committee of the Association as defined in Section 9 hereof.
- Affirmative and Protective Covenants. The Properties shall be used and occupied subject to the following restrictions:
  - (a) Each portion of the Properties shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any other mercantile or commercial purpose. Agricultural purposes for the purpose of this instrument shall mean and include running livestock or exotic animals, hunting, trapping and taking of all wild animals and wild birds.
  - (b) No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of recreation and vacation as lodging but the same must be removed from the Properties when not in use for the foregoing purposes. Additionally, any temporary mobile home, motor home, trailer or camper shall be placed on the Properties a distance greater than 400 feet from the main roadway easement or within 300 feet from any Property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.
  - (c) No permanent structure (home, barn, etc.) other than fencing, shall be piaced on the Properties less than 400 feet from the main roadway easement, 250 feet from any side property line or 200 feet from the back property line, and must be well screened behind hills or trees to substantiatly eliminate visibility from the main roadway.
  - (d) No abandoned automobiles or other abandoned vehicles shall be left on the Properties, nor shall any portion of the Properties be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and waste must be haufed off, or buried out of view of the main roadway.
  - (e) No on n fixes shall be permitted on the Property unless approval is obtained in advance from the Architectural Control Committee.
  - (f) No offensive, noxious, profane or unlawful use shall be made of the Properties. In this regard, the Association may from time to time adopt rules concerning same, and it shall be entitled to enforce such rules for the benefit of the quality of life for all Owners.
  - (g) No sign or signs of any kind shall be displayed on the Properties to the rublic view, except one sign of not more than ten (10) squere feet for ranch identification. A sign indicating direction and ownership of the Properties or portion thereof may be installed near the main entrance of an individual Owner's Property, provided such sign shall be reat in appearance and not to exceed five (5) feet in length and two (2) feet in height and shall be approved by the Architectural Control Committee.
  - (N) The Properties may not be divided into smaller parcels than 20 acres.
  - The Properties shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sankary containers which are not visible from any road. All equipment for the storage and disposal of such material shall be kept in a clean and sankary condition.

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- All residences and other structures constructed or erected shall be of new construction, and in no event shall any pretabricated or autisting residences or garages be moved on to any of the Properties. No residence or other structure shall be constructed on any of the Properties without first submitting the plans, drawings and specifications therefore, to the Property Owners Architectural Control Committee for approval which approval the A "hilectural Control Committee shall indicate by signing and dating the specified plans and keeping a copy of same in the records of the Association. Additionally, no bright colored or shiny roofs are permitted on any residence or other structure altuated on any of the Properties. Nor may any residences or other structures be constructed on top of any hill situated on any of the Properties where such residence or other structure is well accessed between other hills or trees to substantially aliminate visibility from the main roodway.
- (ii) We alwated hunting blinds shall be constructed, placed or situated on any of the Properties unless said hunting blinds are well accepted behind hills or trees to substantially eliminate visibility. Blinds and/or feeders shall not be constructed, situated or located on any of the Properties within 300 feet of a property line or main road.
- (i) Any construction commenced on any of the Properties must be completed within one (1) year of the time construction is initiated.

- (m) Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements, rules and regulations of the Upper Guadalupe River Authority and Kerr County Subdivision regulations, and any other applicable governmental laws, rules or regulations.
- (n) No fence shalf be constructed, situated or located a distance less than 90 feet from the centerine of the main road. All fences placed or constructed on any of the Properties shalf be of similar design and equal quality to the existing fences and shalf be approved by the Architectural Control Committee.
- Hunting shall be permitted on Owner's individual properties only. However, no hunting is allowed along any main road. Each Owner of any of the Properties shall be entitled to harvest annually the quota of bucks and does, whether native or exotic on such Owner's Property as the Widdle Committee determines as provided in Section 9 hereof. No Owner may harvest more than the aforementioned quota of animals; however, if an Owner desires to harvest more than his quota of animals, he must secure the approval of the Association for same and pay to the Association in cash that amount which is necessary to purchase similar replacement animals. All disputes concerning specific Owner quotas on any of the Properties and any other widdle disputes shall be handled by the Wildlife Committee. No Owner shall do any act that is designed to be harmful or injurious to the Owner's property adjacent to such Owner's Property, included within the meaning of this covenant, shall be a prohibition against feeding close to a property line for the specific intent of attracting the neighboring Owner's wildlife. The Association shall be employed to cause the violating Owner to cases such acts by filing in a court of competent jorisdiction an action in equity or at law. No Owner may release like wild animals on any of the Properties without first securing the consent of the Wildlife Committee. Any Owner who causes his Property to be completely high fenced shall be exempted from the provisions of this paragraph o, Section 2.
- (a) No oil well, drilling, oil development operations, oil relicing, quarrying or mining operations of any kind shall be conducted and/or located less than 500 feet from any residence or permanent structure situated on any of the Properties. All open pits and excavations shall be restored to the condition of the land prior to such excavation. No derrick or other structure designed for use in boring for oil, natural gas or other minerals or pump stations, tanks or other equipment used for the recovery of oil, gas or other minerals shall be located on top of any hill on any of the Properties and any such structure must be well accessed behind hills or trees to substantially eliminate visibility from the main road or any residence situated on any of the Properties.
- 3. Essements Reserved by Declarant. Essements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway essements, are reserved by Declarant z ver, under and across the Properties on the property boundary line where possible. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operation, maintenance, repair or removat of any utility, together with the right to remove any obstruction that may be placed in such essement that would constitute interference with the use of such essement, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the essements and rights better
- 4. Creation of Lien and Personal Obligations for Assessments. Each Dwner (by acceptance of a deed for any portion of the Properties whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges. The actual assessments, together with such interest thereon and costs of collection thereof, as tereinafter provided, shall be a continuing fien upon each portion of the Properties against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hareinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment becomes due.
- 5. <u>Maintenance Charge.</u> The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinatter specified. However, until January 1, 1992, such annual maintenance fund charge shall not exceed \$2.50 per acre of land owned in the Properties. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1991 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance, it land in the Properties becomes subject to the annual maintenance fund charge on a date other than January the Owner of such land shall pay that provide part of the annual maintenance fund charge in advance.

All past due maintenance fund charges shall be a debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secuse the payment thereof a item is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Declarant to the Association (without recourse on the Declarant in any manner for payment of such charges), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and infector to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filled for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any loveclosure of any such charges of supports the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the item securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property. Owner foreclosure be extinguished by any foreclosure.

- 6. Purpose of the Maintenance Fund. The maintenance fund charge shall be uniformly imposed upon all lands in the project, and such maintenance fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:
  - (a) Accounting, office expense which includes all of the Association accounting, communication expense, office supplies, etc.;
  - (b) Common area main road maintenance which includes only regrading and working the main road as needed for normal access:
  - (c) Outside high fence maintenance which includes repair and maintenance of outside high fence;
  - (0) Legal which includes any legal lees as may be required by the Association;
  - (e) The Association income tax preparation which includes cost of annual corporate Federal income tax return;
  - (f) The Association expense for Security;
  - (a) The Association expense for wildlife surveys and consultations;
  - (h) The Association expense for Insurance;
    - Miscellaneous which includes costs expended, but not already mentioned.



In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive nembersement from amounts thereafter paid into the maintenance fund by Owners of the Properties; provided, flowever, that the Association will not without the approval of the Members, evidenced by the favorable vote of a majority of the votes emitted to be cast by the members, expand more than two dollars per acre in excess of the monies than on hand.

- 7. Effect of Non-Payment of Assessment, The Personal Ublication of the Owner, The Lien; Remedies of the Association. (a) If any assessment or any part thereof is not paid on the delet(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest therein and cost of colection thereof as hereinafter provided, thereupon become a continuing iten on the property of the non-paying Owner and shall be unaffected by any sale or assignment of the property and shall continue in full force and effect. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his property.
- (b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such assessment the costs of preparing filting the complaint (including reasonable attorneys' fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' (see to be tixed by the court, together with the costs of the action.
- 8. Architectural Control Committee. No building or other improvements shall be erected, placed or sitered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, havmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members whose names are DAVID M. CUMMINGS, or his designee, CLAY WILKINSON, Or his designee and one offer member of the Association as elected by majority vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years effer the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall therewise exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.
- 9. <u>Wildlife Committee.</u> The Wildlife Committee shall be composed of three members whose names are CLAY WILKINSON, or his designee. DAVID M. CUMMINGS, or his designee, and one other member of the Association as elected by majority vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any members of the Committee, the remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives to services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cases and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives who shall interester exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection. The SURVEY shall project the total numbers of sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the SURVEY and the BIOLOGIST'S harvest recommendations to determine each Gwner's projects. The Wildlife Committee shall be such quotas by sex for each species on such individual Owner's property. In determining such quotas the Wildlife Committee shall be such quotas on what each Owner's property shall produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (a) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

- 10. <u>Subordination of the Lien to Mortgages</u> The iten of the assessments provided for herein shall be subordinate and interior to the iten of any muritage or deed of trust now or hereafter placed upon the property subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not releve such properties from liability for the amount of any assessments thereafter becoming due nor from the firm of
- 11. Voting Rights in the Association.
- (a) Quorum and Notice Requirements
  - (i) Any action by the Members shall require the assem of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting.
  - (ii) The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to fifty percent (50%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (V) of the required quorum at the preceding meeting.
  - (iii) Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the Members entitled to cast a majority of the votes of the Association.
  - (iv) The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.
- t2. <u>Powers and Duties</u>. The Board, for the benefit of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole responsibility and authority to manage the business and affairs of the Association on a year to year basis or until Declarant terminates the same and it requested by either party such management egreement shall be set forth in a separate agreement. Without limiting the foregoing Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers:
  - (i) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any habitity to the public or the Owners (and/or invitees or terrants), incident to the operation of the Association, in an amount not less than \$100,000.00 to indemnify against the claim of one person. \$300,000.00 against the claims of two or more persons in any one occurrence, and properly damage insurance in an amount not less than \$100,000.00 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insured, fidelity bonds, and any other material, supplies, insurance, furniture, lator, services, maintenance, repairs, structural, alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(B) To suscept all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Duners.

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(III) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.

(N) To protect or defend the Preperties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

- (v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the func-
- 12. <u>Owner's Obligations to Requir</u>. Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, leaping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his property and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain and restore the property and the exterior of the buildings and any other improvements receive thereon; and each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, the failure of any such Dwner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.
- 14. <u>Quaditor</u>. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall leure to the benefit of and be enforceable by the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast fifty-one percent (51%) of the votes of the Association has been recorded, agreeing to sholish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part.
- 15. Consent of Marrians. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, or variances granted with respect thereto, only with the consent of the Members entitled to cast a majority of the votes of the Association, evidenced by a document in writing bearing each of their signatures.
- 18. Annual Financial Statements; Books and Records. The Association shall, not leter than 120 days after the end of each fiscal year of the Association, femile to each Member financial statements which shall include a belance sheet as to the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be audited. All Members shall have the right during regular business hours and at the effice of the Association to inspect the books and records of the Association.
- 17. Finalty of Determination by Association. It is understood that the judgment of the Managing Director of the Association, its successors and assigns, in the allocation and expenditure of said maintenance fund shall be first so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to turnish any of such services except to the entent of funds actually received by the Association.
- 18. Dissolution of Association. The Association may be voluntarily dissolved by an affirmative decision of at least 51% of the total votes.
- 19. <u>Enforcement</u>. Enforcement of these covenants and restrictions shall be in Kerr County, Texas and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any sen created by these covenants; and tailure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so there-after.
- 20. Accessance of Declaration. By acceptance of a deed, or by acquiring any ownership interest in any of the Properties included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof, in addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Properties covered thereby.
- 21. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wice affect any other provisions which shall remain in full force and effect.
- 22. Hastings. 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.
- 23. <u>Motices.</u> Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mais, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

STATE OF TEXAS . THE TEXT TO THE CONTROL OF TEXAS	HIGHPOINTE AT RIVERHILL CORP.  By David M. Cummings, Jr., President
COUNTY OF KERR  This instrument was acknowledged before me this	day of
My Commission expires: DIANE H GREEN NGTARY FUBLIC Set of Taxas and Taxas and Taxas	Notary Public, State of Texas Notary's Printed Name:
9-10-93	Diane H. Green
filler to Kizheant @ lundin 300 Lakeured Drive Kernein, Tura 7800	Filed by: • \\  KERR COUNTY ABSTRACT CO., INC.

All that contain first or paccel at land, typing and being situated in the County of Earl, State of Lexas, comparing 650 acres, being ingressimately 404 acres out of mighted Survey for 1544, W. W. Sprowt, Cert. Ro. 1170, Abstract Ro. 1609, approximately 150 acres out of edyland Survey for 1522, W. Sprowt, Cert. Ro. 276, Abstract Ro. 1651, and approximately 0 acres out of ariginal Survey Ro. 1542, J. E. Lockey, Cert. Ro. 1167, Abstract Ro. 1914, and being and of that properly which was conveyed from Elizabeth Burleson and historia 6. D. Durleson, et. of. to Sprowt A Flories, by deed dated dama 25, 1968, of record in Volume 133 of page 651 of the Deed Records of Karr County, Jesos, and subject tract being more particularly described by metes and bounds, as follows, to wit:

Offillities of a fence corner post, marking the most northerly northeast corner of sold original Survey No. 1544, W. W. Sprawl, and the northwest corner of original Survey No. 1543, N. E. & W. J. R. R., Abstract No. 841, and in the south time of sets original Survey No. 1122, W. W. Sprawl;

THERE with the most southerly east line of sold original Survey No. 1544, W. W. Sprowl, along fence, 50°46°W 1440°B feet and 50°59°W. 2663.6 feet to its intersection with the north right of way line of, 120 feat wide, State flwy. No. 41, the southerst corner of subject fract, located 1.7 feet 5.0°59°W. from an from stake in feace:

Hille A with the marth right of way line of sold, 120 foot wide, State liwy. No. 41, \$ 0.4°32 W. \$6.0 feet to the point of curvolure of a circular curve to the left;

Tifflet continuing with the unitarisht of way line of sold, 120 look wide, State they the 41, along the arc of sold current curve to the left, hoving a central angle of 9°53", a radius of 29249 feet, the teny coud bears 5.79°36"W. 503.9 feet, for a distance along sold curve of 504.5 feet to a concrete right of way marker, the end of curve:

IMPLE continuing with the unit eight of way line of said, 120 foot wide, State they the 41, 5.74°39'M, passing a concrete right of way marker, a total distance of 4193'O find to an Iron cloke, the continuest corner of subject tract, located agreementally 50 feet east from the center of a rood, and located 75 feet H74 J9T. From where the most another ty west fence line of said original Survey the 1542, J. E. Lockey, intersects said north right of way line;

118.0CE along a line approximately 50 feet not from the center of a road, NO\*12E. 3916.3 feet, on from stake, N.17\*10E. 2226 feet, on from stake, N.33\*55E 1686 feet, on from stake, N.61\*32E. 221.3 feet, on from stake, N.74\*27E. 1910 feet, on from stake, N.70\*10E. 100.5 feet, on from stake, N.70\*10E. 100.5 feet, on from stake, N.26\*51E. 230.0 feet, on from stake, N.12\*11E. 426.5 feet, on from stake, N.13\*59E. 60.55 feet, on from stake, N.11\*50E. 200.5 feet, on from stake, N.6\*51\*E. 164.5 feet, on from stake, N.8\*51\*E. 164.5

(INTRO-1879°-017 of 1970) feet to an iron stake, in the east teach line of that 530 area, 18 18 (PAC), as recorded in Volume 1.55 at page 651 of the been Records, indicated as the division fema between the Sprout A. Burtiss loads and the Elizabeth Burleson lands:

in hill with sold division tone between the Spool A Herriss lands and the Hisabeth Durleson lands, \$1757,W 7.Hill Leet to the place of beginning; said 650 acres being the same and identical property, including the private roadway casement, described in that certain subdivision plat of Longhorn Ranch, of record in Volume 6, Pages 44-47, of the Plat Records of Kerr County, Texas.

RECORDERS MEMORANDUM

AT TIME OF RECORDATION INSTRUMENT WAS FOUND TO BE INADEQUITE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETB.

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PILE DATE: 4:10 O'CLOCK MEDING PAGE 350 MEDING DATE

FEB 21 1991

PATRICIA DYE
COUNTY CLERK, KERR COUNTY
Deputy

Any provisions beams which regions the pair regist or use of the described was properly hiptoris of cultor of risco is leaded and unembersable under Federal Law THE STATE OF TEXAS

is hereby certify that thes restricted was FILED in File Number Septembe on the days and it the time thempted verses by no and near they RECORDED. In the Offices Police schools of Real Property of Eart County Forces on

FEB 21 1991



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# 1147 VOL 582 PAGE 238

# RATIFICATION OF DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS FOR LONGHORN RANCH. A KERR COUNTY SUBDIVISION

STATE OF TEXAS

COUNTY OF KERR

WHEREAS, LONGHORN RANCH, is a subdivision situated in Kerr County, Texas ("Subdivision"), as more particularly described by the plat of same of record in Volume 6, Page 44-47 of the Plat Records of Kerr County, Texas; and

WHEREAS, HIGHPOINTE AT RIVERHILL CORPORATION, a Texas corporation ("Highpointe"), is currently the owner of all of the Subdivision; and

WHEREAS, in an effort to provide for the preservation of the values and amenities of the Subdivision and for the maintenance thereof, Highpointe has this date caused the Subdivision to be encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch ("Declaration") which Declaration is of record at Clerk's File No. Of the Real Property Records of Kerr County, Texas, a copy of which Declaration is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, CHARLES D. PETERSON, TRUSTEE FOR THE JOE HAL MAY TRUST and FIRST NATIONAL BANK OF KERRVILLE (collectively "Lenders") hold interests in various tracts within the Subdivision to secure various indebtednesses of Highpointe to Lenders, said interests being evidenced by various deeds of trust of record in the Real Property Records of Kerr County, Texas; and

WHEREAS, in consideration for the mutual benefits accruing to the various tracts on which said Lenders hold deed of trust liens, Lenders desire to ratify said Declaration and to impress the Declaration upon their respective interests in and to the Subdivision.

NOW THEREFORE, in consideration of the premises, CHARLES D. PETERSON, TRUSTEE FOR THE JOE HAL MAY TRUST and FIRST NATIONAL BANK OF KERRVILLE hereby ratify and confirm the Declaration and subordinate their respective interests, liens and security interests to the Declaration and agree and confirm that Lenders, their successors and assigns, shall be bound by said Declaration so that a foreclosure of their respective liens and/or security interests shall not operate to release the foreclosed property from the Declaration, which Declaration shall continue to bind the

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# WIL 582 PAGE 239

foreclosed property, and the grantee at foreclosure sale, as covenants running with the land.

Executed the 28 day of January, 1991.

LENDERS: CHARLES D. PETERSON, TRUSTEE FOR THE FILED FOR RECORD JOE HAL MAY TRUST on 4.10 o'clock F.M By: Name: Charles D. Peterson FE321191 Title: Trustee PATRICIA DYE FIRST NATIONAL BANK OF KERRVILLE SIMITURE LONG By: Name: Orto C. Schwerhelm Title: Vice President STATE OF TEXAS COUNTY OF KERR This, instrument was acknowledged before me on the \_ of Juliuan, 1991, by Charles D. PETERSON, TRUSTEE FOR THE JOE HAL MAY TRUST. DIANE H GREEN NOTARY PUBLIC State of Texas Comm Exp 09-10-93 RECORDER'S MEMO: LINEARLYY OF WRITING, TTPING OR POINTER STATE OF TEXAS UNEATHFACTORY IS THE POCUSERT COME WITH COUNTY OF KERR This instrument was acknowledged before me on the \_\_\_\_\_\_\_ day of February , 1991, by Otto C. Schwethelm OF FIRST NATIONAL BANK OF Vice President KERRVILLE, a corporation, on behalf of said corporation. Janar Herman RECORDER'S MEMO, LEGISLITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THE DOCUMENT WHEN RECEIVED Section 1999 to slightema @ parked Lakillroga Lis Minuice, Iwas KAN CHEMEN ABOURDED CO., INC.

10 582 PAGE 240

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGHORN RANCH® KERR COUNTY, TEXAS

	<del></del>
THIS DECLARATION, made this 28ch day of January Riverhill Corp., dba Longhern Ranch, a Texas corporation ("Declarant");	, 1991 by Highpointo at

### WITNESSETH:

A. Declarant is the owner of the real property described in Exhibit "A", attached hereto and referred to in Section 1 of this Declaration, and desires to create thereon a ranch development for agricultural purposes.

8. Declarant further desires to provide for the preservation of the values and amenities of said ranch and property and for the maintenance thereof, and, for such purposes, Declarant desires to subject the real property described in Exhibit "A", attached hereto, and referred to in Section 1, together with such additions as may beceate the made thereto (as provided in Section 1), to the covenants, conditions, restrictions, essements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof.

C. Declarant will cause the Longhorn Ranch Owners Association to be incorporated as a non-profit corporation under the laws of the State of Taxas, to which corporation will be delegated and assigned the powers of maintaining and administering the properties and facilities administering and enforcing the covenants, conditions and restrictions, and collection and disbursing the assessments and charges as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property referred to in Section 1, and such additions thereto as may hereafter be made pursuant to Section 1 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, essements, charges and items (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth;

1. Delinitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Longhorn Banch Owners Association. The principal office of the Association shall be 190 Fairway Drive, Kerrville, Texas 78028. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and assisted value of the property descibed herein which shall hereafter be designated by Declarant.

(b) "Board" shall mean and refer to the Board of Directors of the Association.

- (c) "Properties" shall mean and refer to Tracts 1-12, Longhorn Ranch, a subdivision in Kerr County, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filled of record pursuant to the following provisions: (ii) if Declaratio is the ewner of any property which it desires to add to the concept of this Declaration, it may do so by filling of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that any additions made pursuant hereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.
- (d) "Member" shall mean and refer to Declarant and each owner of a fee simple interest ("Owner") in any property within the Properties. Each member shall be entitled to one vote for each acre owned.
- (e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a see simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties merely as security for the performance of an obligation.
- (f) "Architectural Control Committee" shall mean and refer to that Committee as defined in Section 8 hereof.
- (g) "Wildlife Committee" shall mean and refer to a standing Committee of the Association as defined in Section 9 hereof.

Affirmative and Protective Covenants. The Properties shall be used and occupied subject to the following restrictions:

- (a) Each portion of the Properties shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any other mercantile or commercial purpose. Agricultural purposes for the purpose of this instrument shall mean and include running livestock or exotic animals, hunting, trapping and taking of all wild animals and wild birds.
- (b) No mobile home or other type of puriable structure shall be used on any portion of the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting ledge or camp and during the times of recreation and vacation as todging but the same must be removed from the Properties when not in use for the longoing purposes. Additionally, any temporary mobile home, motor home, traiter or camper shall be placed on the Properties a distance greater than 400 feet from the main roadway easement or within 300 feet from any Property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.
- (c) No permanent structure (home, barn, etc.) other than fencing, shall be placed on the Properties less than 400 feet from the main roadway easement, 250 feet from any side property line or 200 feet from the back property line, and must be well acceeded behind fills or trees to substantially eliminate visibility from the main roadway.
- (d) No abandoned automobiles or other abandoned vehicles shall be left on the Properties, nor shall any portion of the Properties be maintained as a dumping ground for rubbish, trash, garbage or other weste. All trash and waste count be hauled off, or buried out of view of the main roadway.
- (s) Ho open fires shall be permitted on the Property unless approval is obtained in advance from the Architectural Control Committee
- (f) No offensive, noxious, profane or unlawful use shall be made of the Properties. In this regard, the Association may from time to time adopt rules concerning same, and it shall be entitled to enforce such rules for the benefit of the quality of life for all Owners.
- (q) No sign or signs of any kind shall be displayed on the Properties to the public view, except one sign of not more than len (10) square leef for ranch identification. A sign indicating direction and ownership of the Properties or portion thereof may be installed near the main entrance of an individual Owner's Property, provided such sign shall be neat in appearance and not to exceed five (5) feet in length and two (2) feet in height and shall be approved by the Architectural Control Committee.
- (fil) The Properties may not be divided into smaller parcels than 20 acres
- f) The Properties shall not be used or maintained as a dumping ground for rubbish. Trash, parbage or other waste shall not be kept except in sanitary containers which are not visible from any road. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

WOL 512 PAGE 241 All residences and other shuckures constructed or exected shall be of new construction, and in no event shall any prefabricated or existing residences or garages be moved on to any of the Properties. No residence or other structure shall be constructed on any of the Properties without first submitting the plans, drawings and specifications therefore, to the Property Owners Architectural Control Committee for approval which approval the Architectural Control Committee shall indicate by signing and dating the specified plans and keeping a copy of name in the records of the Association. Additionally, no bright colored or shiny roots are permitted on any residence or other structure situated on any of the Properties. Nor may any residences or other structures be constructed on log of any Nil situated on any of the Properties unless such residence or other structure is well screened behind other hills or trees to substantially eliminate visibility from the main maderay No elevated humling blinds shall be constructed, placed or situated on any of the Properties unless said humling blinds are well accessed behind hills or trees to substantially eliminate visibility. Blinds and/or feeders shell not be constructed, altusted or located on any of the Properties within 300 feet of a property line or main road Any construction commenced on any of the Properties must be completed within one (1) year of the time construction is instalted. individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with Texas State Health Department requirements, rules and regulations of the Upper Guadatupe River Authority and Kerr County Subdivision regulations, and any other applicable governmental laws, rules or requiations No lence shall be constructed, situated or located a distance less than 90 feet from the centerine of the main road. All fences placed or constructed on any of the Properties shall be of similar design and equal quality to the existing fences and shall be approved by the **Architectural Control Committee** Hunting shall be permitted on Owner's individual properties only. However, no hunting is allowed along any main road. Each Owner of any of the Properties shall be entitled to harvest annually the quote of bucks and does, whether native or existic on such Owner's Property as the Wikitle Committee determines as provided in Section 9 hereof. No Owner may harvest more than the algementioned quota of ammute, however, if an Owner desires to harvert more than his quote of animals, he must secure the approval of the Association for the and pay to the Association in cash that amount which is necessary to purchase similar replacement animals. All disputes concern specific Owner quotas on any of the Properties and any other withite disputes shall be handled by the Wildlife Committee. No Owner shall do any act that is designed to be harmful or injurious to the Owner's property adjacent to such Owner's Property. Included within the ning of this covenant, shall be a prohibition against let ling close to a property line for the specific intent of attracting the neighboring er's wriddle. The Association shall be empowered to cause the violating Owner to case such acts by filing in a court of competent furiadiction an action in equity or at law. No Owner may release live wild animals on any of the Properties without first securing the consent of the Wildlife Committee. Any Owner who causes his Property to be completely high fenced shall be exempted from the provisions. of this paragraph of Section 2. No oil well, drilling, oil development operations, oil retining, quarrying or mining operations of any kind shall be conducted end/or located less than 500 feet from any residence or permanent structure situated on any of the Properties. All open pits and excavations shall be restored to the condition of the land prior to such excavation. No derrick or other structure designed for use in boring for oil, natural gas or other minerals or pump stations, tanks or other equipment used for the recovery of pit, gas or other minerals shall be located on top of any hill on any of the Properties and any such structure must be well screened behind hills or treas to substantially aliminate visibility from the main road or any residence situated on any of the Properties. 3. Engaments Passived by Declarant Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and server and drainage facilities, and floodway has directly, are reserved by Declarant over, under and across the Properties on the property boundary line where poss ble. Full ingress and agress shall be had by Deckrant at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, mance, operation or installation of such utility. Declarant shall have the right to assign and transfer the essentents and rights havein reserved to or for the benefit of any public or quasi-public utility 4. Graption of Lign and Personal Obligations for Assessments. Each Owner (by acceptance of a deed for any portion of the Properties whether or not it sed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Associashall be so expres flor assessments or charges. The annual assessments, together with such interest thereon and coals of collection thereof, as heralization provided, shall be a charge on the land and shall be a continuing lier upon each portion of the Properties against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinalter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment becomes due 5. Maintenance Charge. The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year for the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced threety will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1992, such annual maintenance fund charge shall not exceed \$2.50 per acre of land owned in the Properties. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1991 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance. If land in the Properties becomes subject to the annual maintenance fund charge on a date other than January the Owner of such land shall pay that provide part of the annual maintenance fund charge in advance. All past due maintenance fund charges shall be a debt of the Dwner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Taxas at that lume. Such charges shall be a covenant running with the land and to secure the payment therap! a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Dectarant to the Association (without recourse on the Declarant in any manner for payment of such charge), which will collect all such annual maintenance hand charges and will administer the fund created thereby in order that uniformity and commutity will be maintained and preserved. Such lien shall be subordinate and inwior to all fiens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the properly subject to any such charge which has been filed for record in Kerr County. Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of frust or other security instrument, or through court proceedings, shall cut off and exfinguish the here securing charges which become due and payable prior to such forcolosure date, but no such foreclosure shall free any property from the hon securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Demer foreclined be extinguished Purpose of the Maintenance Fund - The maintenance fund charge shall be uniformly imposed upon all fands in the project, and such meintenance fund shall be used arclusively for the following in connection with areas within the Project in respect of which the charge is made Accounting, office expense which includes all of the Association accounting, communication expense, office supplies, (a) elc . (b) Common area main road maintenance which includes only regrading and working the main road as needed for normal ac-Outside high fence maintenance which includes repair and maintenance of outside high fence; (4) Legal which includes any legal fees as may be required by the Association; The Association income tax preparation which includes cost of annual corporate Federal income tax return; (0)

m

(ci

The Association expense for Security,

The Association expense for Insurance.

The Association expense for w.kflille surveys and consultations:

Miscellameous which includes costs expended, but not already mentioned

In the event that the Association shall expend storage for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners of the Properties, provided, however, that the Association will not without the approval of the Members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the members, expend more than two dollars per acre in excess of the members, expend more than two dollars per acre in excess of the members, expend more than two dollars per acre in excess of the members.

- 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lian; Remedies of the Association. (a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest therein and cost of collection thereof as hereinafter provided, thereupon become a continuing field of the property of the non-paying Owner and shall be unaffected by any sale or assignment of the property and shall continue in full force and effect. The personal obligation of the their Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless suppressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his property.
- (b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date; the unpaid amount of such assessment shall bear interest from the date of delinquency at the reaximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the tien against the property subject thereto, and there shall be added to the amount of such assessment the costs of preparing filing the complaint (socializing reasonable attorneys) fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys. See to be fixed by the court, together with the costs of the action.
- Aschinactural Control Committee. No building or other improvements shall be erected, placed or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the n of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of enformal design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members whose names are DAVID M. CUMMINGS, or his designee. CLAY WILKINSON, or his designee and one other member of the sociation as elected by majoray vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The is may designate a representative to act for it, in the event of death or resignation of any member of the Committee, the remaining members shall have full eurhority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Auchitectural Control Committee shall cease and terminate twenty (20) years affer the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and tile for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Commithee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements. The proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby id to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more community beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.
- 9. Widdle Committee. The Widdle Committee shall be composed of three members whose names are CLAY WILKINSOM, or his designee. DAVID M. CUMMINGS, or his designee, and one other member of the Association as elected by majority vote of the Dwners. Two out of three wores shall pravall on any leave or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee in a remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives for services performed pursuant to this coverant. The harein granted powers and duties of the Wildlife Committee shall cease and terminate hearity (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless said date and effective thereto, the Association shall execute and the for record an instrument appointing a representative or representatives who shall therefore the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection. The SURVEY shall project the total numbers of sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendations to determine sach Owners harvest quotas by sex for each species on such individual Owner's property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property shall produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (a) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

- 10 <u>Subgrithration of the Lian to Mortnages</u> The lian of the assessments provided for herein shall be subordinate and interior to the lian of any mortgage or deed of trust now or hereafter placed upon the property subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether rubbic or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such properties from liability for the amount of any assessments thereafter becoming due not from the field any such subsequent assessment.
  - 11. Voting Rights in the Association
- (a) Quorum and Notice Requirements.
  - (f) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least len (10) days in advance and shall set forth the purpose of such meeting.
  - (ii) The quorum required for any action shall be the presence at the meeting of Members, or of proxiss, weekled to fifty percent (50%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinalise set forth, and the required quorum at such second meeting shall be one-half (½) of the required quorum at the preceding meeting.
  - (iii) Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the Members entitled to cast a majority of the votes of the Association.
  - (e) The volump rights of any Member shall be suspended for any period during which any assessment to be peld by such Member remains unpaid.
- Powers and Duties The Board, for the benefix of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole respinsibility and authority to manage the business and attains of the Association on a year to year basis or until Declarant terminates the same and if requested by either party such management agreement shall be set tooth at a separate agreement. Without limiting the foregoing Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers.
  - 1) To pay from the funds of the Association at legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Deniets (and/or invitees or teruphis), incident to the operation of the Association, in an amount not less than \$100,000.00 for indemnity against the claim of one person. \$300,000.00 against the claims of two or more persons in any one occurrence, and properly damage insurance in an amount not less than \$100,000.00 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insured, shall not be prejuded with respect to actions against other named insured, additing bonds, and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural, attenations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration.

WOL 582 PAGE 243.

- (9) To execute all declarations of ownership and other documents for tax assusptions purposes with regard to the Properties on behalf of all Owners.
- (III) To enfer into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association
- (iv) To protect or defend the Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- (v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for visionion of such provisions or rules.
- (vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the junctions of the Association.
- 13. Owner's Objections to Repair. Each Owner shall, at his sois cost and expense, maintain and repair his property and the improvements attented thereon, beeting the same in good condition and repair. In the event that any Owner shall fall to maintain and repair his property and the improvements thereon as required hisrander, the Association, in addition to all other remedies available to it hereunder or by lew, and without waiving any of said alternative serredes, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain and restore the property and the exterior of the buildings and any other improvements stacted thereon; and exch Owner (by acceptance of a deed for his property) hereby coverants and agrees to repay to the Association the cost thereof immediately upon demand, the lature of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.
- 14. <u>Duration</u>. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and easigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast fifty-one percent (51%) of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants. Conditions and Restrictions or to change said Covenants.
- 15. Consent of Mambers. The Coverants, Conditions and Restrictions of this Dectaration may be abolished, amended analyst changed in whole or in part, or variances granted with respect therets, only with the consent of the Members emitted to cast a majority of the votes of the Association, evidenced by a document in writing bearing each of their signatures.
- 19. Annual Financial Statements. Books and Records. The Association shall, not later than 120 days after the end of each facal year of the Association, furnish to each Member financial statements which shall include a balance sheet as to the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be audited. All Members shall have the right during regular business hours and at the office of the Association to inspect the books and records of the Association.
- 17. <u>Finalty of Determination by Association</u>. If is understood that the judgment of the Flanaging Director of the Association, its successors and assigns, in the allocation and expenditure of said maintenance hard shall be final so long as such in upment it, exercised in good taith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association.
- 18. Dissolution of Association. The Association may be voluntarily dissolved by an affirmative decision of at least 31% of the total votes.
- 19. Enforcement. Enforcement of these coverants and restrictions shall be in Kerr County, Taxes and shall be by any proceeding at law or in equity against any parsons represent violating or attempting to violate them, or to recover damages, or to enforce any lien created by these coverants; and failure by the Association or any Owner to enforce any coverant or restriction herein contained shall in no event be deemed a waiver of the right to do so there-after.
- 29. Acceptance of Dischaglion. By acceptance of a feed, or by acquiring any ownership interest in any of the Properties included within this Decisration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferres and assigns, binds himself, his heirs, personal representatives, successors, transferres and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or herselfly imposed by this Decisration and any amendments thereof in addition, each such person by so doing thereby adminishing their Decisration sets forth a general scheme for the improvement and development of the Properties covered thereby.
- 25. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect shall be a several affect.
- 22. Healings. 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.
- 23. Hotipss. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States male, postage properly, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, Declarant has executed this instrument on	this the 28th day of January	_, 199i .
	HIGHPOINTE AT RIVERHILL CORP.	
STATE OF TEXAS . COUNTY OF KERR .	By David M. Cummings, Jr., Presiden	ŧ
This instrument was acknowledged before me this	day of January If HighPointe At RIVERHILL CORP., a Texas corporation, on it	1991. s behaff.
My Commission expires:	Notary Public. State of Texas Notary's Printed Name:	···
		<del></del> -

All that coeffin tract or parcel at lond, tying and being situated in the County of Eers, State of Levas, computing 650 occess, being approximately 484 occes and of mighant Survey the 1544, M. W. Sprowt, Earl No. 1170, Abstract No. 1689, approximately that occes and of mighant Survey for 1122, W. W. Sprowt, Earl No. 276, Abstract No. 1457, and approximately 8 occes and of mighal Survey No. 1542, J. E. Lackey, Cert. No. 1467, Abstract No. 1914, and heing out of that property which was conveyed from Elizabeth Norteson and husband 6. D. Durleson, et al. 10 Sprowt A. Hartes, by deed dated those 25, 1960, of record in Volume 133 at page 651 of the freek Records of Kert County, Levas, and subject tract being more particularly described by metas and hounts, as follows, to wit:

th Giffilling of a fence corner post, marking the most northerly northeast corner of sold original Survey No. 1549, W. W. Sprowt, and the ourthwest corner of original Survey No. 1549, I. C. & W. L. R., Alstract No. 844, and to the south line of sold original Survey No. 1122, W. W. Sprowt.

119 MTC with the neest southerly post time of sold original Survey No. 1544, W. W. Sprewil, along fence, \$0°46 W. 1440 M feet and \$0°59 W. 2663 6 feet to the little section with the neeth right of way line of, 120 feet wide, 5°ste livy No. 41, the southeast curvey of subject liset, located 1.7 feet \$.0°59 W. from an from state in fence:

118 ff f with the north right of way line of said, 120 fact while, State flwg. No. 41, 5 ft 32 W 56.0 feet to the point of curveture of a circular curve to the left;

118 AFT continuing with the north right of way line of sold, 120 toot wide, State they the 41, along the arc of sold circular curve to the left, hoving a central angle of 9°5°, a cultus of 29249 (not, the long cood bears \$ 79°36'W, 5039 (not, for a distance along sold curve of 5045 feet to a concrete right of way marker, the end of curve;

If the continuing with the north right of way the of sold, 120 foot wide, State through 6.4. \$74\*39'17, passing a concrete right of way marker, a total distance of 419.5.9 foot for my true stake, the southwest corner of subject tract, located approximately 50 feet cost from the center of a road, and located 75 feet (174\*39) from where the most matherly west feace the of sold original Survey the 1542, J. L. Lackey, Intersects sold on Hertylit of way line;

118.0% along a line approximately 50 four east from the center of a road, NO\*12E. 30 to 3 test, an line stake, 0.17\*10E 2226 feet, an iron stake, N.33\*55E 1606 feet, an iron stake, NG1\*321 2213 test, an iron stake, N.74\*27E 1910 feet, an iron stake, N.74\*27E 1910 feet, an iron stake, N.70\*21E. 1279 feet, an iron stake, N.70\*21E. 1279 feet, an iron stake, N.74\*11E 7265 feet, an iron stake, N.6\*31\*E. 35555 feet, an iron stake, N.6\*31\*E. 3654 feet, an iron stake, N.6\*31\*E.

INDIES (1755) 11-170 feet to on keep state, in the east sence the of that 530 area, FRIN 1881, as coronability Values 155 of page 651 of the local Records, indicated as the division sence between the Spoul A. Harriss lands and the Friends the spoul and the friends and the friends the friends.

fill H 3 with sold division force between the Spront A Hertes lands and the Historia Duckeon lands, S 175737 2-893 1 feet to the place of beginning; and 650 acres being the same and identical property, including the private roadway easement, described in that certain subdivision plat of Longhorn Ranch, of record in Volume 6, Pages 44-47, of the Plat Records of Kerr County, Texas.

## RECORDER'S MEMORANDUM

AT TIME OF RECORDATION INSTRUMENT
WAS FOUND TO EE MADEQUATE FOR
THE EEST FROTTON TERO REPRODUCTION
ESCAUSE OF IMMEDIALITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

# VOL 582 PAGE 245

HE: 4:10 O'CLOCK 562 PAGE 238 RECORDING DATE

FEB 2/ 1991

PATRICIA DYE COUNTY CLERK, KERR COUNTY Any provisions begins which restricts the sale, restal to use of the described real preperty because of calor or rice is leveled and unantercable under Federal Law. THE STATE OF TEAMS SOURTY OF REER 1 banks craftly that this instrument one FILED in File Number Segmence on the date and at the time stamped between by two and was duly RECORDED, in the DMCoff Public records of Real Property of Kare Courty Taxas on

FEB 21 1991



F71 f71 - """

Volume: 953

Page: 231.00

3951

WL 0953 PACE 231

# First Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

The First Amendment is made and entered into as of October 4, 1997 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this First Amendment, and such majority by execution of the attached member votes for Amendments 1, 2, 3, 4 and 6 ("Amendment Votes") which are incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in volume 582, Page 232, et. seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Votes are hereby amended as set forth in the attached Amendment Votes, to be and read as set forth in the attached Amendment Votes and the provisions of said paragraphs shall replace the referenced paragraphs (the references being to the original Declaration) and except as provided in the attached Amendment Votes the Declaration shall remain in full force and effect in accordance with its terms.

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Database: iixFATC\_Kerr\_C

Year: 1998

Instrument #: 3951

Volume: 953

Page: 232.00

WL 0953 PAGE 232

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them or to recover damages, or to enforce any lien created hereby; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signatured pages following:

Longhorn Ranch Owners Association

Glen Kessler, President

Page 2 of 44

Database: iixFATC\_Kerr\_C

Year: 1998

Instrument #: 3951

Volume: 953

Page: 233.00

1 1 24.11

(Acknowledgment)

VOL 0953 PAGE 233

STATE OF TEXAS COUNTY OF HOUSE

This instrument was acknowledged before me on the

2/st

day of

May

1998

bу

Notary Public. State of Texas Notary's name (printed):

Notary's commission ex



ESTHER E. WOODS My COMMISSION EXPINES May 25, 2001

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF Kerr

This instrument was acknowledged before me on the \_\_\_\_

\_\_\_\_\_ day of

\_\_\_\_\_ , 1998

by Glen Kessler, PRESIDENT

of Longhorn Ranch Owners Association

a Texas nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

Longhorn Ranch
Athi: Marvin Willie
P.O. Box 291
Nut. Home, TV 78058

at 1:00 o'clock M

MAY 2 9 1998

BILLIE G. MEEKER

Clerk County Court, Kerr County, Texase

Deputy

Page: 234.00

# 101 0953 PACE 234

# 1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

Yes/Appro	vea	<u>3 /3.04</u> #	votes (acreage)
No/Disapp	roved		_# Votes (acreage)
Passed	v		Not Passed

TEAT # Votes (correcce)

Frank Daneby, Treasure October 4, 1997

Volume: 953

Page: 235.0

# 1. Paragraph 1(a) of the Declaration shall be and read as follows:

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\_\_\_\_Yes/Approved

\_\_\_No/Disapproved

<u>56.44</u> # Votes (acreage)

October 4, 1997

Signatur

HIN ---

Volume: 953

Page: 236.00

# wh 0953 PAGE 236 1. Paragraph 1(a) of the Declaration shall be and read as follows:

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Yes/Approved	No/Disapproved	49.13 # V	otes (acreage)
October 4, 1997	- Mairie L	Villie	Signature

Volume: 953

Page: **237.0** 

1 i B.H.

# 1. Paragraph 1(a) of the Declaration shall be and read as follows:

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Yes/Approved	No/Disapproved	/0604 # Votes (acreage)
October 4, 1997	- Frelo	Signature

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Database: iixFATC\_Kerr\_C

Year: 1998

Instrument #: 3951

Volume: 953

Page: **238.0** 

1 1 1 1 1 1 1

WL 0953 PACE 238

# 1. Paragraph 1(a) of the Declaration shall be and read as follows:

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Yes/Approved	No/Disapproved	53.03	_# Votes (acreage)
October 4, 1997	Rosal D St	<del>v</del> ve	Signature

111 "111

Page 8 of 44

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1 11111

Database: iixFATC\_Kerr\_C

ear: **1998** 

Instrument #: 3951

Volume: 953

Page: 239.06

1 11111

WL 0953 PACE 239

# 1. Paragraph 1(a) of the Declaration shall be and read as follows:

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Yes/Approved	No/Disapproved	6/0/ # Votes (acreage)
October 4, 1997	mikel C De	Signature

18 1 1 1 1 1 1 1 1

Volume: 953

Page: **240.0** 

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1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas.

Yes/Approved

\_No/Disapproved\_

8. // # Votes (acreage)

October 4, 1997

Signature

Vyes Japproved

43.64 # dotes

for Charles Reich Tract 5

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Page: 241.00

# 1. Paragraph 1(a) of the Declaration shall be and read as follows:

"Association" shall mean and refer to the Longhorn Ranch owners Association. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and/or any change of registered agent or registered address thereof. The Association has been formed for the purpose of preserving and maintaining the uniform standards and qualities of land and wildlife as well as the natural beauty and aesthetic value of the property described as Longhorn Ranch according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County. Texas.

✓ Yes/Approved

\_No/Disapproved

S703# Votes (acreage)

October 4, 1997

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Signature

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Instrument #: 3951

Volume: 953

Page: 242.00

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# 2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

Yes/Approved 575.02# Votes (acreage)

No/Disapproved \_\_o \_ # Votes (acreage)

Passed \_\_ Not Passed \_\_\_\_\_\_

Frank Dansby, Treasurer October 4, 1997 . .

Page: 243.00

101 0953 PACE 243

# 2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

Yes/Approved	No/Disappro	oved <u>61.01</u> #	votes (acreage)
October 4, 1997	mila. 1 C	Quan.	Signature

Page: 244.0

# 2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

Yes/Approved	No/Disapproved	<u>53.02</u>	_# votes (acreage)
October 4, 1997	Ronald D Stow	8	Signature

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Year: 1998

Instrument #: 3951

Volume: 953

Page: 245.00

# w. 0953 MG 245 2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

Yes/Approved	No/Disapproved	49.13	# votes (acreage)
October 4, 1997	Mewin W	Mi	Signature

Page: **246.0** 

# 2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

Yes/Approved	No/Disapproved	106.0 \ # votes (acreage)
October 4, 1997	Fral	O only Signature

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/ear: **1998** 

Instrument #: 3951

Volume: 953

Page: 247.00

101 0953 PACE 247

# 2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

Yes/Approved	No/Disapproved	<u>56.44</u> # votes (acreage)
October 4, 1997	Il Son 2 15	Signature

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Volume: 953

Page:

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# 2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S, Longhorn Ranch, a subdivision in Kerr County, Texas, according to the plat thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texas and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,

Yes/Approved

No/Disapproved

October 4, 1997

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Page: **249.00** 

WE 0953 PAGE 249

# 2. Paragraph 1(c) shall be amended to be and read as follows:

"Properties" shall mean and refer to Tracts 1 through 12, and 2-N and 2-S	3,
Longhorn Ranch, a subdivision in Kerr County, Texas, according to the p	lat
thereof, recorded in Volume 6, Page 44, Plat Records, Kerr County, Texa	s
and replat recorded in Volume 6, Page 136, Plat Records of Kerr County,	

Yes/Approved	No/Disapproved	5703# votes (acreage)
October 4, 1997	4	Signature

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# 3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If noncompliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

Yes/Approved 366.83 #Votes(scre	age) No/Disapproved <b>208.(4</b> #Votes(acroage)
Frak Donly	Not Passed

Volume: 953

Page: **251.0** 

WL 0953 PACE 251

#### 3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If noncompliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

Yes/Approved

No/Disapproved

# votes (acreage)

October 4, 1997

Signature

Nes opposed

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4 votes

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Volume: 953

Page: **252.00** 

100 0953 PACE 252

# 3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If noncompliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

Yes/Approved No/Disapproved 56. 44 # votes (acreage)

October 4, 1997 Signature

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Year: 1998

Instrument #: 3951

Volume: 953

Page: 253.00

WL 0953 PAGE 253

#### 3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If noncompliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied: provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

Yes Approved	No/Disapproved	61.01	_# votes (acreage)
October 4, 1997	michael C Duns	<u>a</u>	_Signature

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ear: **1998** 

Instrument #: 3951

Volume: 953

Page: **254.0** 

we 0953 PACE 254

#### 3. Paragraph 2(b) shall be amended to be and read as follows:

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Yes/Approved No/Disapproved 57.03# votes (acreage)
October 4, 1997 Signature

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Database: iixFATC\_Kerr\_C Year: 1998 Instrument #: 3951 Volume: 953 Page:

101 0953 PACE 255

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#### 3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If noncompliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

Yes/Approved	No/Disapproved	106.0 4 # votes (acreage)
October 4, 1997	Frat Oone	Signature

Page 25 of 44

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Volume: 953

Page: **256.0** 

WOL 0953 PAGE 256

## 3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If noncompliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

Yes/Approved	No/Disapproved	<u>41/3</u> # votes (acreage)
October 4, 1997	Marin Wille	. Signature

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Database: iixFATC\_Kerr\_C Year: 1998 Instrument #: 3951 Volume: 953 Page:

WIL 0953 PAGE 257

257.00

## 3. Paragraph 2(b) shall be amended to be and read as follows:

"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If noncompliance is determined, member will be advised in writing and have 60 days to come into compliance or the motor home, camping trailer or camper must be removed immediately or the Association has the right to arrange for removal at owners expense. Additionally, any temporary motor home, trailer or camper shall be placed on the Properties at a distance more than 400 feet from the main roadway easement, or within 300 feet from any property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway and any main residence. Recreational vehicles and travel trailers may be stored on the Properties or a portion thereof so long as the Architectural Control Committee has approved the location in which the same are to be stored, and so long as all of the above requirements for temporary motor home, etc. have been satisfied; provided that the portion of the Properties on which the same are located is also improved with a permanent residence which has been duly approved by the Architectural Control Committee."

Yes/Approved No/Disapproved 53.02# votes (acreage)
October 4, 1997 In Stores by Marie Signature

Page 27 of 44

Year: 1998

Instrument #: 3951

Volume: 953

Page: 258.0

WL 0953 PAGE 258

# 4. Paragraph 2(h) is amended to be and read as follows:

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

Yes/Approved 517.99 # Votes (acreage)

No/Disapproved 57.03 # Votes (acreage)

Passed Not Passed \_\_\_\_\_\_\_

Frank Dansby, Treasurer October 4, 1997

Volume: 953

Page: 259.00

4. Paragraph 2(h) is amended to be and read as follows:

101 0953 PACE 259

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

Yes/Approved	No/Disapproved	106.04 # voi	tes (acreage)
October 4, 1997	Fra	& Donly	Signature

Page 29 of 44

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# 4. Paragraph 2(h) is amended to be and read as follows:

uni 0953 page 260

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

No/Disapproved 56.44 # votes (acreage)

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October 4, 1997

ear: **1998** 

Instrument #: 3951

Volume: 953

Page: 261.00

### 4. Paragraph 2(h) is amended to be and read as follows:

WL 0953PAGE261

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

Yes Approved	No/Disapproved	61.01	_# votes (acreage)
October 4, 1997	milas C &	)una	Signature

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# 4. Paragraph 2(h) is amended to be and read as follows:

wa 0953 PAGE 262

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

Yes/Approved

\_No/Disapproved

\_# votes (acreage)

October 4, 1997

Signature

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43.64 # wfes

Charles Reich

Year: 1998

Instrument #: 3951

Volume: 953

Page: 263.00

4. Paragraph 2(h) is amended to be and read as follows:

WL 0953 PAGE 263

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

Yes/Approved	No/Disapproved	49.13	_# votes (acreage
		t	
October 4, 1997	Mawin	Willie	- Signature

Page 33 of 44

atabase: iixFATC\_Kerr\_C Year: 1998 Instrument #: 3951 Volume: 953 Page: 264.00

# 4. Paragraph 2(h) is amended to be and read as follows: WL 0953 PACE 264

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

Yes/Approved	No/Disapproved	53.0 v # votes (acreage)
October 4, 1997	Ronald D &	Signature

Volume: **953** 

Page:

265,00

# 4. Paragraph 2(h) is amended to be and read as follows: we 0953 PAGI 265

"The Properties shall not be subdivided nor divided by ownership or use into smaller parcels except, and only except as is necessary to secure a mortgage loan for the construction of a permanent residence on a portion of the Properties, and provided that such division for such mortgage loan may not be less than 20 acres and must be terminated and released upon the payment of such loan by duly recorded release of such mortgage. The original plat and replat of the Properties, as referenced herein above, shall be the basis to determine the configuration of each portion or parcel of the Properties, and the restriction and limitations with respect to the subdivision thereof shall be to the configurations and tracts as set forth in said original plat. No replat of any portion of the Properties shall be valid without compliance with the provisions of this Paragraph 2(h)."

:: III :: III :: "

# 6. Paragraph 5 is amended to be and read as follows:

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due mainte nance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

Yes/Approved 575-02 # Votes (acreage)	No/Disapproved#Votes (acreage)
Passed	Not Passed
Frat Ooul	_Frank Dansby, Treasurer, October 4, 1997
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Volume: 953

Page: 267.00

wt 0953 PAGE 267

# 6. Paragraph 5 is amended to be and read as follows:

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on May 1, in advance. If land in the properties becomes subject to the annual maintenance fund charge on a date other than May, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance. All past due mainte nance fund charges shall be a debt of the Owner of the portion of the Properties subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon each tract within the Properties subject to such charge. Such charge and lien have been assigned to the Association which will collect all such annual maintenance funds charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien security charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure"

Yes/Approved	No/Disapproved	53.02	_# votes (acreage)
October 4, 1997	Rnall D St.	rwl_	Signature

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# 6. Paragraph 5 is amended to be and read as follows: wi 0953mc 268

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

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Yes/Approved \_\_\_No/Disapproved \_\_/06.0\( \frac{\pm}{2}\) # votes (acreage)

October 4, 1997 \_\_\_\_\_\_Signature

والمراقل الماسي والمراقل المستحد المست

TT# 77117 \*\*\* \*\*\*

# 6. Paragraph 5 is amended to be and read as follows: 0953mm269

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

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Yes/Approved \_\_\_\_No/Disapproved <u>56.44</u> # votes (acreage)
October 4, 1997 \_\_\_\_\_\_\_Signature

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# 6. Paragraph 5 is amended to be and read as follows:

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

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Yes/Approved	No/Disapproved	57.03 #	votes (acreage)
October 4, 1997	worls,	w. ksz	Signature

Page: 271.00

# 6. Paragraph 5 is amended to be and read as follows 10953 PAGE 271

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

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Yes/Approved

\_No/Disapproved

# votes (acreage)

October 4, 1997

Signature

10/4/97

" Charle's Reich

THE THE STREET

177 Hill an .. 4-4-

# 6. Paragraph 5 is amended to be and read as follows:

wt 0953 PAGE 272

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

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Yes/Approved	No/Disapproved	49.13	_# votes (acreage)
October 4, 1997	Marin We	llie	Signature

171 741 1 ... . ...

Year: 1998

Instrument #: 3951

Volume: 953

Page: 273.00

# 6. Paragraph 5 is amended to be and read as follows in 0953 ML 273

"The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1998, such annual maintenance fund charge shall not exceed \$4.00 per acre of land owned in the Properties the annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1997 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

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Yes/Approved	No/Disapproved	61.01 # votes (acreage)
October 4, 1997	mula K Dun	Signature

Page 43 of 44

THE PERSON AND PROPERTY.

Year: 1998

Instrument #: 3951

Volume: 953

Page: 274.00

WOL 0953 PAGE 274

PECORD Real Property

VOL 953 PG 231

RECORDING DATE

JUN 0 1 1998

Bille & mechen

THE HITTER TO SERVE

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I highely deathly feel this instrument use PLED to the Fite highest Sequence on the date and at the year stemped herein by me and was duly AECORDED in the Diffetal Public Recents of Anal Property of Kert County, Nessa on

JUN 01 1998



RECORDER'S NOTE

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

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Volume: 978

Page: 230.00

8634

VOL 0978MCE230

Amendment to Declaration

# Second Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

This Second Amendment is made and entered into as of August 1, 1998 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this Second Amendment, and such majority by execution of the attached member votes for Amendment 1 ("Amendment Vote") which is incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in volume 582, Page 232, et. seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Vote are hereby amended as set forth in the attached Amendment Vote, to be and read as set forth in the attached Amendment Vote and the provisions of said paragraph shall replace the referenced paragraph (the references being to the original Declaration) and except as provided in the attached Amendment Vote the Declaration shall remain in full force and effect in accordance with its terms.

Page 1 of 4

Volume: 978

Page: 231.00

#### WOL 0978 PAGE 231

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them or to recover damages, or to enforce any lien created hereby; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenents and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signatured pages following:

Longhorn Ranch Owners Association

by: Glen Kessler, President

PECORD Real Kraperty

VOL 978 PG 336

OCT 2 8 1998

0 -

COUNTY CLERK, KERR COUNTY, TEXAS

Provident hower which restall the sale, rental or use of the described property because of opion or rates is invalid and whenderstable under Federal List TEATE OF TEACS )
COUNTY OF ITERS

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OCT 28 1998

Bills & need

بنسب و من الدالة الليا

COUNTY CLERK, KERR COUNTY, TEXAS

Volume: 978

Page: 232.00

VOL 0978 PACE 232

# 1. Paragraph 2(n) is amended to be and read as follows:

"No fence shall be constructed, situated or located a distance less than 45 feet from the center line of the main road. All fences placed or constructed on any of the Properties shall be of similar design and equal quality to the existing fencing and shall be approved by the Architectural Control Committee".

Yes/Approved 413.34 Votes (acreage)
O_No/DisapprovedO_Votes (acreage)
Passed Not Passed
Janet Willie Fanet Willie, Secretary
8/1/98 Date

Year: 1998

Instrument #: 8634

Volume: 978

100 1

Page: 233.00

VOL 0978 PACE 233

STATE OF TEXAS COUNTY OF LEVELS

This instrument was acknowledged before me on the

day of September , 1998.

by Alen Kessker



DEMISE M. BRYAN MY COMMISSION EXPINES July 2, 2001

Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS COUNTY OF Kerr

This instrument was acknowledged before me on the

Glen Kessler, PRESIDENT bу

Longhorn Ranch Owners Association

a Texas nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas Notary's name (printed):

Notary's commission expires:

Fled by and
AFTER RECORDING RETURN TO:

Marium Willie
POBOR 291
Mt. Horne Jy 78058

RECORDER'S NOTE

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

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OCT 271998

BILLIE G. MEEKER

Database: iixFATC\_Kerr\_C Year: 2001 Instrument #: 178 Volume: 1

Volume: 1101

Page: **447.00** 

00178

# THIRD Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

This Third Amendment is made and entered into as of February 5, 2000 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this Third Amendment, and such majority by execution of the attached member votes for Amendment 1, 2 and 3 ("Amendment Votes") which is incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in volume 582, Page 232, et. seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Votes are hereby amended as set forth in the attached Amendment Votes, to be and read as set forth in the attached Amendment Votes and the provisions of said paragraphs shall replace the referenced paragraphs (the references being to the original Declaration) and except as provided in the attached Amendment Votes the Declaration shall remain in full force and effect in accordance with its terms.

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or person or persons violating or attempting to violate them or to recover damages, or to enforce any lien created hereby; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenents and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signatured pages following:

Longhorn Ranch Owners Association

by: Ron Stowe, Member Architectural Control Committee

11-5-1

Year: 2001

Instrument #: 178

Volume: **1101** 

Page: 448.00

VOL. 1101 PAGE 0448

Paragraph 11 (a) shall be amended to be and read as follows:

- (i) "Any action by the Members shall require the assent of the Members entitled to cast sixty-six percent (66%) of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set for the purpose of such meeting."
- (ii) "The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to sixty-six percent (66%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting."
- (iii) "Any provision of this Declaration to the contrary not withstanding, any action may be taken with the assent given in writing signed by the Members entitled to cast sixty-six percent (66%) of the votes of the Association."
- (iv) "The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid."

Yes/Approved Votes (acreage) $484.59$
No/Disapproved Votes (acreage)
Passed Not Passed
Janet Willie, Secretary
2/5/00 Date

Year: 2001

Instrument #: 178

Volume: 1101

Page: **449.00** 

VOL. 1101 PAGE 0449

#### Paragraph 14 shall be amended to and read as follows:

"The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast sixty-six percent (66%) of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part."

Yes/Approved Votes (acreage) 484,59
No/Disapproved Votes (acreage)
Passed Not Passed
Janet Willie, Secretary
2/5/00
Daté

Year: 2001

Instrument #: 178

Volume: 1101

Page: **450.00** 

VOL. 1101 PAGE 0450

#### Paragraph 18 shall be amended to and read as follows:

"The Association may be voluntarily dissolved by an affirmative decision of at least sixty-six percent (66%) of the total votes."

Yes/Approved Votes (acreage) 484, 59
No/Disapproved Votes (acreage)
Passed Not Passed
Fanet Willie, Secretary
2/5/00
Date

Year: 2001

Instrument #: 178

Volume: **1101** 

Page: 451.00

VOL. 1101 PAGE 0451

(Acknowledgment)

STATE OF TEXAS COUNTY OF KERPL

This instrument was acknowledged before me on the

by RON STOWE



**TERRI WATKINS** Notary Public, State of Texas My Commission Expires APRIL 06,2003

Notary Public, State of Texas

Notary's Name (printed):

TE 2R | LUATKINS Notary's commission expires:

4-6-2003

(Corporate Acknowledgment)

STATE OF TEXAS COUNTY OF KERL

This instrument was acknowledged before me on the

by Ron Stowe, Member, Architectural Control Committee of Longhorn Ranch Owners Association

a Texas nonprofit

corporation, on behalf of said corporation.

TERRI WATKINS Notary Public, State of Texas My Commission Expires APRIL 06,2003

Notary Public, State of Texas

Notary's name (printed):

TERRI WATKINS

Notary's commission expires:

4-6-2003

AFTER RECORDING RETURN TO:
Maryin Willie
P.D. Box 291
Nt. Hom, TX 78058

FILED FOR RECORD

at 2:22 o'clock PN

JAN 0 4 2001

JANNETT PIEPER County Court Herr County, Texa.
Deputy

Year: 2001

Instrument #: 178

Volume: 1101

Page: 452.00

VOL. 1101 PAGE 0452

Provisions here'n which restrict the sale, tanks or use of the 4 erry because of color or race is invalid and unenterceable under THE STATE OF TEXAS } COUNTY OF KERR!

I hereby certify that this instrument was FILED in the File Must

JAN 05 2001

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDING DATE

JAN 05 2001

COUNTY CLERK, KERR COUNTY, TEXAS

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

Volume: 1101

Page: 453.00

00179

VOL. 1101 PAGE 0453

# Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

This Fourth Amendment is made and entered into as of August 5, 2000 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this Fourth Amendment, and such majority by execution of the attached member votes for Amendment 1, ("Amendment Vote") which is incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in volume 582, Page 232, et. seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Vote are hereby amended as set forth in the attached Amendment Vote, to be and read as set forth in the attached Amendment Vote and the provisions of said paragraph shall replace the referenced paragraph (the references being to the original Declaration) and except as provided in the attached Amendment Vote the Declaration shall remain in full force and effect in accordance with its terms.

The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them or to recover damages, or to enforce any lien created hereby; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

invalidation of any one of these covenents and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signatured pages following:

Longhorn Ranch Owners Association

by: Marvin Willie, Member
Architectural Control Committee

7-5-1

Year: 2001

Instrument #: 179

Volume: 1101

Page: **454.00** 

VOL. 1101 PAGE 0454

Paragraph 8 shall be amended to be and read as follows:

8. Architectural Control Committee. No building or other improvements shall be erected, placed, or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members of the Association as elected by majority vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instructment appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days, after plans and specifications have been submitted to it, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. In the event that any Owner shall fail to get such plans approved by the said Committee as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said afternative remedies, shall have the right to have the building or other improvements dismantled or removed; and each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

Yes/Approved Votes (acreage) 53/38
No/Disapproved Votes (acreage) 0.00
Passed Not Passed
Janes Willie
Janet Willie, Secretary
8/5/00
Dafe

Year: 2001

Instrument #: 179

Volume: 1101

Page: 455.00

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(Acknowledgment)

STATE OF TEXAS COUNTY OF

This instrument was acknowledged before me on the by Marvin WillC

All day of Jan , 2001



Notary Public, State of Texas Notary's Name (printed):

Notary's commission expires:

2002

(Corporate Acknowledgment)

STATE OF TEXAS COUNTY OF Keri

day of <u>J(L/).</u> 200

of Longhorn Ranch Owners Association

a Texas nonprofit

corporation, on behalf of said corporation.

JANET M. ONTIVEROS
Notary Public, State of Texas
My Commission Expires
MAY 20, 2002

Notary Public, State of Texas Notary's name (printed): Junet M. ONTI VEROS

Notary's commission expires: 2002

Filed by +
AFTER RECORDING RETURN TO:
Mawin Willie
f. D. Box 291
Int. Home, TX 7 8058

JAN 0 4 2001

JANNETT PIEPER

derk County County Kerr County, Texas

Lion for Deputy

Year: 2001

Instrument #: 179

Volume: **1101** 

Page: 456.00

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Provisions haven which resum; the sale, period or use of the de-ery because of option or race is invalid and unenforceable under THE STATE OF TEXAS : COUNTY OF KERN

Thereby cartly that this instrument was FRLED in the File Migdle

JAN 05 2001

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDING DATE

JAN 05 2001

COUNTY CLERK KERR COUNTY, TEXAS

#### 08531

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# Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch

This Fifth Amendment is made and entered into as of August 6, 2005 by Longhorn Ranch Owners Association ("Association") who confirms by the execution hereof that at a meeting of members of the Association duly called at which a quorum was present the majority of Members as defined in the Declaration hereinafter referenced entitled to cast a majority of the votes of the Association, consented to and approved the terms and provisions of this Fifth Amendment, and such majority by execution of the attached member votes for Amendment 1 ("Amendment Vote") which is incorporated herein for all purposes by this reference confirmed declared the same. As used herein, the "Declaration" shall mean and be a reference to the Declaration of Covenants, Conditions and Restrictions for Longhorn Ranch of record in Volume 582, Page 232, et. Seq. of the Real Property Records of Kerr County, Texas, and the term "Association" shall mean that certain non-profit corporation known as the Longhorn Ranch Owners Association, duly incorporated as a non-profit corporation under the laws of the State of Texas.

NOW, THEREFORE, in consideration of the premises and in accordance with the Declaration, the provisions of the Declaration specified in the attached Amendment Vote are hereby amended as set forth in the attached Amendment Vote, to be and read as set forth in the attached Amendment Vote and the provisions of said paragraph shall replace the referenced paragraph (the references being to the original Declaration) and except as provided in the attached Amendment Vote the Declaration shall remain in full force and effect in accordance with its terms.

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The terms, provisions, covenants, conditions and restrictions set forth in and made the subject of the Declaration are hereby reaffirmed and declared to be in full force and effect as amended hereby.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them or to recover damages, or to enforce any lien created hereby; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED on the dates hereinafter set forth in confirmation of and effective as of day and year first above written by the undersigned Members on each of the signatured pages following:

Longhorn Ranch Owners Association

by Marvin Willie, Tract I, Longhorn Ranch

Year: 2005

Instrument #: 8531

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#### Paragraph 2 (e) of the Declaration shall be and read as follows:

No burning shall be permitted on the Property unless the property owners are in compliance with the Kerr County Burn Ban Order

Yes/Approved 585, 26 # of Votes (acreage)

No/Disapproved 0.00 # of Votes (acreage)

56.44 Absfained

Passed Not Passed

Janet Willie, Secretary

Date Quest 4, 2005

Year: 2005

Instrument #: 8531

Volume: 1460

Page: 388.00

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(Acknowledgment)

STATE OF TEXAS COUNTY OF Kerr

This instrument was acknowledged before me on the

17th day of August , 2005

Mari Walke

Notary's Name (printed): Lina Sauchez

Notary's commission expires:  $J_{\rm SDE}=15$ , 2009

UNA SANCHEZ y Public, State of Terres Commission Expires JUNE 15, 2009

(Corporate Acknowledgment)

STATE OF TEXAS COUNTY OF

> This instrument was acknowledged before me on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_ 20 by of a corporation, on behalf of said corporation.

> > Notary Public, State of Texas Notary's name (printed):

> > Notary's commission expires:

FILED by F AFTER RECORDING RETURN TO: MARYIN WILLS PO. BOX 291 MOUNTAIN HOME, TX 78058

AUG 1 8 2005

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD RECORDING DATE

AUG 1 8 2005

COUNTY CLERK, KERR COUNTY, TEXAS