

## 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.

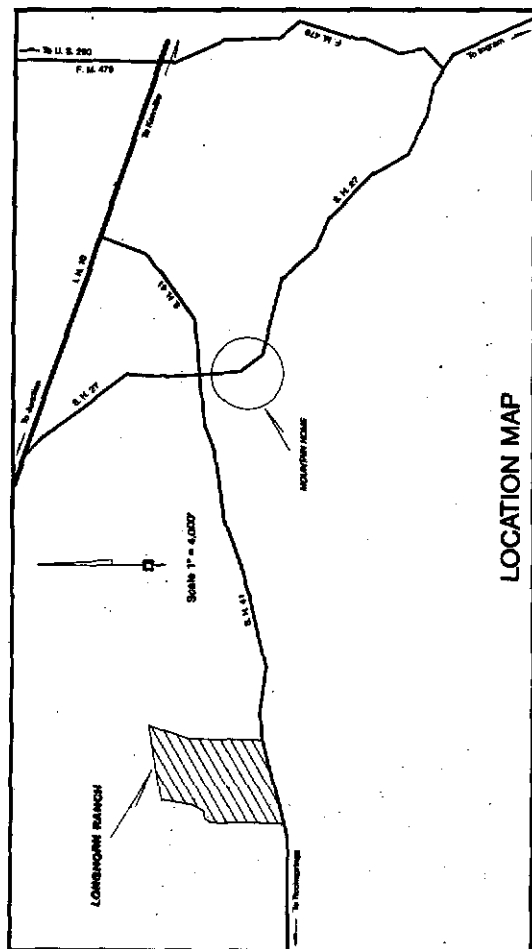
## OTHER EXCEPTIONS

- 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.

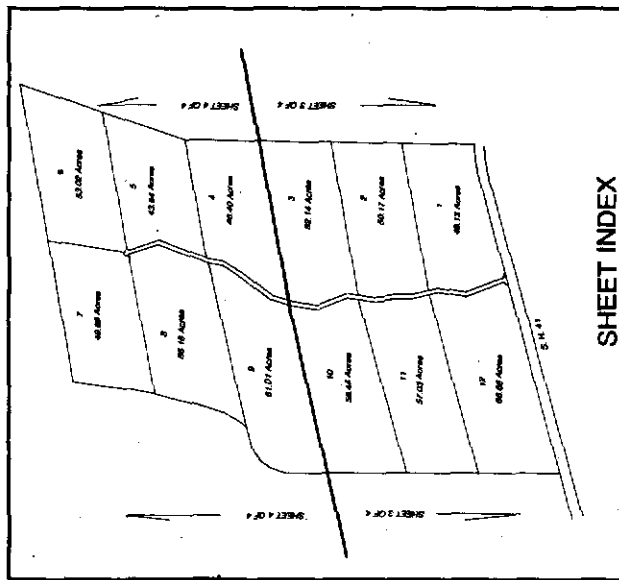
- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor for min.reservation",ST1,6} to {PR,"insert grantee for min.reservation",ST1,6}, dated {PR,"insert date of min.reservation",DT2,6}, recorded in Volume {PR,"insert volume number of min.reservation",IN1,6}, Page {PR,"insert 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



PATENT SURVEY ACRESSES	SURVEY NO.	NAME	ABSTRACT NO.	ACRES
	1122	W. M. SPROML	1451	158.56
	1542	J. E. LACKY	1914	8.17
	1544	W. M. SPROML	1689	483.02



## NOTICE OF PUBLIC MEETING

[illegible]

## NOTES

- ALL LOT/TRACT CORNERS ARE MARKED WITH IRON STAKES OR CONCRETE RIGHT-OF-WAY MARKERS. ALL LOT/TRACT CORNERS ARE MARKED WITH IRON STAKES OR CONCRETE RIGHT-OF-WAY MARKERS. ALL ALI-ROADS HAVE A SIXTY (60) FOOT RIGHT-OF-WAY. ALL CUL-DE-SACS HAVE A FIFTY (50) FOOT RADIUS. ALL WELLS WILL BE LOCATED A MINIMUM OF ONE HUNDRED FIFTY (150) FEET FROM ANY LOT/TRACT LINE OR EXISTING OR PROPOSED ON-SITE WASTE DISPOSAL SYSTEM. NONE OF THE TRACTS IN THIS SUBDIVISION LIE WITHIN THE 100 YEAR FLOOD PLAIN AS DESIGNATED ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP.

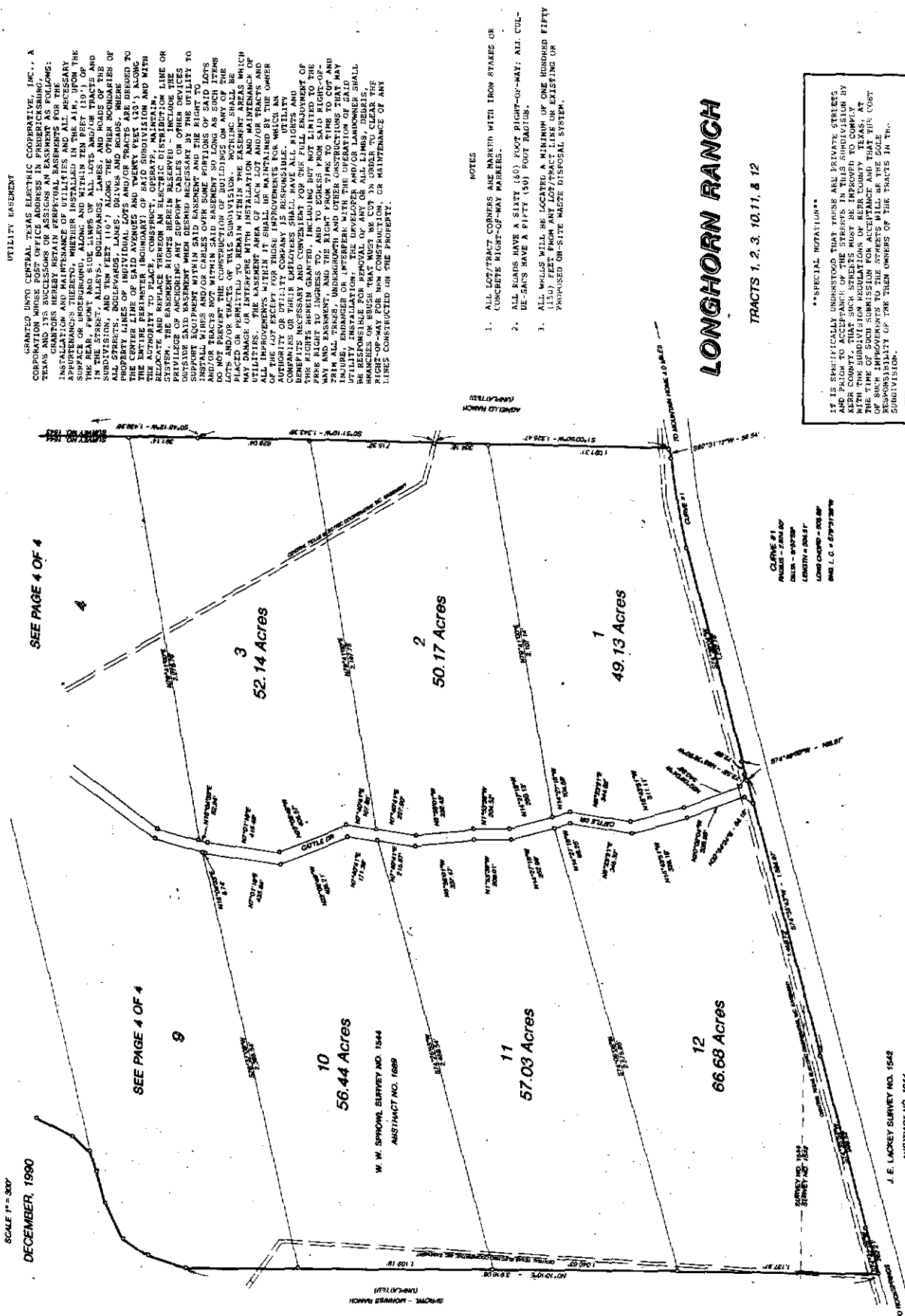
SUBJECT: MOTION 11

IT IS SPECIFICALLY UNDERSTOOD THAT THESE ARE PRIVATE STREETS AND PRIOR TO ACCEPTANCE OF THE STREETS IN THIS SUBDIVISION BY ARAK CONTINUING SUCH STREETS MUST BE IMPROVED TO COMPLY WITH THE CITY'S REQUIREMENTS. THE CITY HAS THE RIGHT TO ASSESS THE COST OF SUCH IMPROVEMENTS FOR ACCEPTANCE AND THAT THE COST OF SUCH IMPROVEMENTS FOR THE STREETS WILL BE THE SOLE RESPONSIBILITY OF THE TAKEN OWNERS OF THE TRACTS IN THE SUBDIVISION.

DECEMBER, 1990

Page 1 of 4









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

**1146**

**VOL 582 PAGE 232**

THIS DECLARATION, made this 28th day of January, 1991 by Highpointe at Riverhill Corp., dba Longhorn Ranch, a Texas corporation ("Declarant");

**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.

B. 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 hereafter be made thereto (as provided in Section 1), to the covenants, conditions, restrictions, easements, 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 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 hereafter 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 aesthetic value of the property described 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 filed of record pursuant to the following provisions:
  - (i) 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 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 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.

2. 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 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 screened behind hills 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 waste. All trash and waste must be hauled off, or buried out of view of the main roadway.
- (e) No 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.
- (g) No sign or signs of any kind shall be displayed on the Properties to the public view, except one sign of not more than ten (10) square 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 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.
- (h) The Properties may not be divided into smaller parcels than 20 acres.
- (i) 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 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.



- (k) All residences and other structures constructed or erected 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 therefor, 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 same in the records of the Association. Additionally, no bright colored or shiny roofs are permitted on any residence or other structure situated 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 unless such residence or other structure is well screened behind other hills or trees to substantially eliminate visibility from the main roadway.
- (l) No elevated hunting blinds shall be constructed, placed or situated on any of the Properties unless said hunting blinds are well screened behind hills or trees to substantially eliminate visibility. Birds 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.
- (m) Any construction commenced on any of the Properties must be completed within one (1) year of the time construction is initiated.
- (n) 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.
- (o) No fence shall be constructed, situated or located a distance less than 90 feet from the centerline 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.
- (p) 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 Wildlife 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 wildlife 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 empowered to cause the violating Owner to cease such acts by filing in a court of competent jurisdiction 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 o, Section 2.
- (q) No oil well, drilling, oil development operations, oil refining, 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 screened behind hills or trees to substantially eliminate visibility from the main road or any residence situated on any of the Properties.

3. Easements Reserved by Declarant. Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and roadway easements, are reserved by Declarant over, 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 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, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility.

4. Creation of Lien and Personal Obligations for Assessments. Each Owner (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 annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien 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 hereinafter 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 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, 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 prorata 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 secure the payment thereof a lien 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 charge), 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 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 securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed 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 fences;
- (d) Legal which includes any legal fees 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;
- (g) The Association expense for wildlife surveys and consultations;
- (h) The Association expense for Insurance;
- (i) 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 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 monies then on hand.

**7. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; 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 lien 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 filing 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' fee to be fixed by the court, together with the costs of the action.

**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 whose names are DAVID M. CUMMINGS, or his designee, CLAY WILKINSON, 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 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 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 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. Wildlife Committee.** 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 member 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 for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife 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 instrument appointing a representative or representatives who shall thereafter 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 Owner's 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 herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (c) 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. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate and interior to the lien 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 public 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 nor from the lien of any such subsequent assessment.

# **11. Voting Rights in the Association.**

## **(a) Quorum and Notice Requirements.**

- (i) 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 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 (1/2) 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.

**12. Powers and Duties.** 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 if requested by either party such management agreement 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 liability to the public or the Owners (and/or invitees or tenants), 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 property 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, labor, 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.

- (ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- (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.
- (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 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 functions of the Association.

13. **Owner's Obligations to Repair.** Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping 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 erected 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 Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

14. **Duration.** 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 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 in whole or in part.

15. **Consent of Members.** 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.

16. **Annual Financial Statements, Books and Records.** The Association shall, not later than 120 days after the end of each fiscal 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. **Finality 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 final 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 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 51% of the total votes.

19. **Enforcement.** 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 lien created by these covenants; and failure 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 thereafter.

20. **Acceptance 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.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

22. **Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

23. **Notices.** 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 mails, 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.

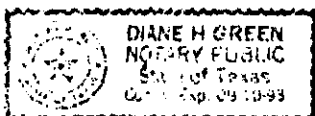
IN WITNESS WHEREOF, Declarant has executed this instrument on this the 28th day of January, 1991.

HIGHPOINTE AT RIVERHILL CORP.

By David M. Cummings, Jr., President

STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledged before me this 1st day of February, 1991,  
by David M. Cummings, Jr., President of HIGHPOINTE AT RIVERHILL CORP., a Texas corporation, on its behalf.



My Commission expires:

9-10-93

Diane H. Green  
Notary Public, State of Texas  
Notary's Printed Name:

Diane H. Green

*Return to  
Highpointe @ Riverhill  
300 Lakewood Drive  
Kerrville, Texas 78028*

Filed by: KERR COUNTY ABSTRACT CO., INC.

1100

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 650 acres, being approximately 404 acres out of original Survey No. 1544, W. W. Sprawl, Cert. No. 1170, Abstract No. 1609, approximately 150 acres out of original Survey No. 1122, W. W. Sprawl, Cert. No. 276, Abstract No. 1451, and approximately 9 acres out of original Survey No. 1542, J. E. Lockey, Cert. No. 1167, Abstract No. 1914, and being out of that property which was conveyed from Elizabeth Burleson and husband G. D. Burleson, et. al. to Sprawl A. Morris, by deed dated June 25, 1968, of record in Volume 133 of page 651 of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by notes and bounds, as follows, to wit:

**BEGINNING** at a fence corner post, marking the most northerly northeast corner of said original Survey No. 1544, W. W. Sprawl, and the northwest corner of original Survey No. 1543, H. E. & W. I. R. R., Abstract No. 841, and in the south line of said original Survey No. 1122, W. W. Sprawl;

**THENCE** with the most southerly east line of said original Survey No. 1544, W. W. Sprawl, along fence,  $S 0^{\circ}46'W$  144.00 feet and  $S 0^{\circ}59'W$  2663.6 feet to its intersection with the north right of way line of, 120 foot wide, State Hwy. No. 41, the southernst corner of subject tract, located 1.7 feet  $S 0^{\circ}59'W$ , from an iron stake in fence;

**THENCE** with the north right of way line of said, 120 foot wide, State Hwy. No. 41,  $S 64^{\circ}32'W$  56.0 feet to the point of curvature of a circular curve to the left;

**THENCE** continuing with the north right of way line of said, 120 foot wide, State Hwy. No. 41, along the arc of said circular curve to the left, having a central angle of  $9^{\circ}53'$ , a radius of 2924.9 feet, the long chord bears  $S 79^{\circ}36'W$  503.9 feet, for a distance along said curve of 504.5 feet to a concrete right of way marker, the end of curve;

**THENCE** continuing with the north right of way line of said, 120 foot wide, State Hwy. No. 41,  $S 74^{\circ}39'W$ , passing a concrete right of way marker, a total distance of 4193.9 feet to an iron stake, the southwest corner of subject tract, located approximately 50 feet east from the center of a road, and located 75 feet  $N 74^{\circ}39'E$  from where the most northerly west fence line of said original Survey No. 1542, J. E. Lockey, intersects said north right of way line;

**THENCE** along a line approximately 50 feet east from the center of a road,  $N 0^{\circ}12'E$  3916.3 feet, an iron stake,  $N 17^{\circ}10'E$  222.6 feet, an iron stake,  $N 33^{\circ}55'E$  168.6 feet, an iron stake,  $N 61^{\circ}32'E$  221.3 feet, an iron stake,  $N 74^{\circ}27'E$  191.0 feet, an iron stake,  $N 70^{\circ}10'E$  110.3 feet, an iron stake,  $N 40^{\circ}21'E$  127.9 feet, an iron stake,  $N 26^{\circ}51'E$  230.0 feet, an iron stake,  $N 12^{\circ}11'E$  426.5 feet, an iron stake,  $N 13^{\circ}59'E$  603.5 feet, an iron stake,  $N 11^{\circ}30'E$  290.3 feet, an iron stake,  $N 6^{\circ}51'E$  564.4 feet, an iron stake,  $N 0^{\circ}46'E$  317.0 feet to an iron stake, the northwest corner of subject tract;

**THENCE**  $N 79^{\circ}41'E$  4197.0 feet to an iron stake, in the east fence line of that 330 acre, **THIRTH** TRACT, as recorded in Volume 133 of page 651 of the Deed Records, indicated as the division fence between the Sprawl A. Morris lands and the Elizabeth Burleson lands;

**THENCE** with said division fence between the Sprawl A. Morris lands and the Elizabeth Burleson lands,  $S 17^{\circ}57'W$  2403.1 feet to the place of beginning; said 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.

**RECORDERS MEMORANDUM**  
AT TIME OF RECORDATION INSTRUMENT  
WAS FOUND TO BE INADEQUATE FOR  
THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER, ETC.

VOL 582 PAGE 237

RECORDED IN Real Property  
FILE DATE: Feb. 21, 1991  
FILE TIME: 4:10 O'CLOCK P M  
VOL 582 PAGE 238  
RECORDING DATE

FEB 21 1991



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY Paula E. Leguina  
Deputy

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

FEB 21 1991



Patricia Dye  
COUNTY CLERK, KERR COUNTY, TEXAS

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. 1146 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

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  
JOE HAL MAY TRUST

By: [Signature]

Name: Charles D. Peterson

Title: Trustee

FIRST NATIONAL BANK OF KERRVILLE

By: [Signature]

Name: Otto C. Schwerhelm

Title: Vice President

FILED FOR RECORD

on 4-10 o'clock P.M.

FEB 21 1991

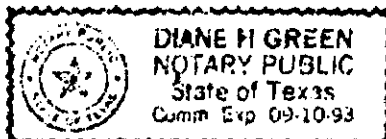
PATRICIA DYE

Cock County Court, Kerr County, Texas  
[Signature] Deputy

STATE OF TEXAS \*

COUNTY OF KERR \*

This instrument was acknowledged before me on the 12 day of February, 1991, by CHARLES D. PETERSON, TRUSTEE FOR THE JOE HAL MAY TRUST.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS \*

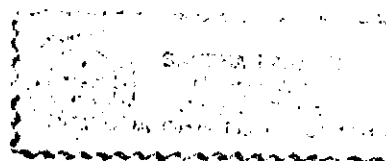
COUNTY OF KERR \*

RECORDER'S MEMO: LEGIBILITY OF  
WRITING, TYPING OR PRINTING  
UNSATISFACTORY  
IS THIS DOCUMENT BEING RECORDED

This instrument was acknowledged before me on the 21st day of February, 1991, by Otto C. Schwerhelm, Vice President of FIRST NATIONAL BANK OF KERRVILLE, a corporation, on behalf of said corporation.

RECORDER'S MEMO: LEGIBILITY OF  
WRITING, TYPING OR PRINTING  
UNSATISFACTORY  
IN THIS DOCUMENT WHEN RECEIVED

[Signature]  
Notary Public, State of Texas



2

[Handwritten notes]  
1500  
KERR COUNTY ABSTRACT CO., INC.

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

THIS DECLARATION, made this 28th day of January, 1991 by Highpoints at Riverhill Corp., dba Longhorn Ranch, a Texas corporation ("Declarant");

**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.

B. 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 hereafter be made thereto (as provided in Section 1), to the covenants, conditions, restrictions, easements, 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 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 hereafter 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 aesthetic value of the property described 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 filed of record pursuant to the following provisions: (i) 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 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 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.

2. **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 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 screened behind hills 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 waste. All trash and waste must be hauled off, or buried out of view of the main roadway.
- (e) No 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.
- (g) No sign or signs of any kind shall be displayed on the Properties to the public view, except one sign of not more than ten (10) square 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 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.
- (h) The Properties may not be divided into smaller parcels than 20 acres.
- (i) 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 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.



- (i) All residences and other structures constructed or erected 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 same in the records of the Association. Additionally, no bright colored or shiny roofs are permitted on any residence or other structure situated 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 unless such residence or other structure is well screened behind other hills or trees to substantially eliminate visibility from the main roadway.
- (ii) No elevated hunting blinds shall be constructed, placed or situated on any of the Properties unless said hunting blinds are well screened 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.
- (iii) Any construction commenced on any of the Properties must be completed within one (1) year of the time construction is initiated.
- (iv) 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.
- (v) No fence shall be constructed, situated or located a distance less than 90 feet from the centerline 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.
- (vi) 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 Wildlife 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 wildlife 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 luring close to a property line for the specific intent of attracting the neighboring Owner's wildlife. The Association shall be empowered to cause the violating Owner to cease such acts by filing in a court of competent jurisdiction 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 c, Section 2.
- (vii) No oil well, drilling, oil development operations, oil refining, 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 screened behind hills or trees to substantially eliminate visibility from the main road or any residence situated on any of the Properties.

3. **Easements Reserved by Declarant.** Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements, are reserved by Declarant over, 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 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, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility.

4. **Creation of Lien and Personal Obligations or Assessments.** Each Owner (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 annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien 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 hereinafter 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 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, 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 later than January the Owner of such land shall pay that prorata 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 secure the payment thereof a lien 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 charge), 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 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 securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed 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.
- (d) Legal which includes any legal fees 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.
- (g) The Association expense for wildlife surveys and consultations.
- (h) The Association expense for Insurance.
- (i) 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 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 monies then on hand.

7. **Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; 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 lien 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 filing 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' fee to be fixed by the court, together with the costs of the action.

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 whose names are DAVID M. CUMMINGS, or his designee, CLAY WILKINSON, 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 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 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 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. **Wildlife Committee.** 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 member 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 for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife 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 instrument appointing a representative or representatives who shall thereafter 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 Owner's 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 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. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate and inferior to the lien 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 public 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 nor from the lien of any such subsequent assessment.

#### 11. **Voting Rights in the Association**

##### (a) **Quorum and Notice Requirements**

- (i) 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 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 (1/2) 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 is due and payable by such Member remains unpaid.

12. **Powers and Duties.** 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 if requested by other party such management agreement 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:

- (1) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants), 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 property 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, labor, 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.

- (ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- (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.
- (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 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 functions of the Association.

13. **Owner's Obligations to Repair.** Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping 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 erected 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 Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

14. **Duration.** 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 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 in whole or in part.

15. **Consent of Members.** 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.

16. **Annual Financial Statements, Books and Records.** The Association shall, not later than 120 days after the end of each fiscal 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. **Finality 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 final 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 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 51% of the total votes.

19. **Enforcement.** 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 lien created by these covenants; and failure 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 thereafter.

20. **Acceptance 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 wise affect any other provisions which shall remain in full force and effect.

22. **Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

23. **Notices.** 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 mails, 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.

IN WITNESS WHEREOF, Declarant has executed this instrument on this the 28th day of January, 1991.

HIGHPOINTE AT RIVERHILL CORP.

By David M. Cummings, Jr., President

STATE OF TEXAS \*  
COUNTY OF KERR \*

This instrument was acknowledged before me this            day of January, 1991,  
by David M. Cummings, Jr., President of HIGHPOINTE AT RIVERHILL CORP., a Texas corporation, on its behalf.

My Commission expires:                                 

Notary Public, State of Texas  
Notary's Printed Name:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 650 acres, being approximately 414 acres out of original Survey No. 1544, W. W. Sprawl, Cert. No. 1120, Abstract No. 1689, approximately 121 acres out of original Survey No. 1122, W. W. Sprawl, Cert. No. 276, Abstract No. 1451, and approximately 11 acres out of original Survey No. 1542, J. E. Locky, Cert. No. 1167, Abstract No. 1914, and being out of that property which was conveyed from Elizabeth Durleson and husband G. D. Durleson, et al to Sprout A. Horliss, by deed dated June 25, 1960, of record in Volume 133 of page 651 of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BE BEGINNING at a fence corner post, marking the most northerly northeast corner of said original Survey No. 1544, W. W. Sprawl, and the northwest corner of original Survey No. 1543, H. E. & W. T. R. R., Abstract No. 841, and in the south line of said original Survey No. 1122, W. W. Sprawl,

THENCE with the most southerly east line of said original Survey No. 1544, W. W. Sprawl, along fence,  $S0^{\circ}46'W$  14411 feet and  $S0^{\circ}59'W$  26636 feet to its intersection with the north right of way line of, 120 feet wide, State Hwy. No. 41, the southeast corner of subject tract, located 1.7 feet  $S0^{\circ}59'W$  from an iron stake in fence;

THENCE with the north right of way line of said, 120 feet wide, State Hwy. No. 41,  $S0^{\circ}32'W$  56.0 feet to the point of curvature of a circular curve to the left;

THENCE continuing with the north right of way line of said, 120 feet wide, State Hwy. No. 41, along the arc of said circular curve to the left, having a central angle of  $9^{\circ}53'$ , a radius of 29249 feet, the long chord bears  $S79^{\circ}36'W$  5039 feet, for a distance along said curve of 5045 feet to a concrete right of way marker, the end of curve;

THENCE continuing with the north right of way line of said, 120 feet wide, State Hwy. No. 41,  $S74^{\circ}39'W$ , passing a concrete right of way marker, a total distance of 41950 feet to an iron stake, the southwest corner of subject tract, located approximately 50 feet east from the center of a road, and located 75 feet  $N74^{\circ}39'E$  from where the most southerly west fence line of said original Survey No. 1542, J. E. Locky, intersects said north right of way line;

THENCE along a line approximately 50 feet east from the center of a road,  $N0^{\circ}12'E$ , 30163 feet, an iron stake,  $N17^{\circ}10'E$  2226 feet, an iron stake,  $N33^{\circ}55'E$  1606 feet, an iron stake,  $N61^{\circ}52'E$  2213 feet, an iron stake,  $N74^{\circ}27'E$  1910 feet, an iron stake,  $N70^{\circ}10'E$  1385 feet, an iron stake,  $N40^{\circ}21'E$  1279 feet, an iron stake,  $N26^{\circ}51'E$  24011 feet, an iron stake,  $N17^{\circ}11'E$  4265 feet, an iron stake,  $N15^{\circ}03'E$  6055 feet, an iron stake,  $N11^{\circ}10'E$  2943 feet, an iron stake,  $N6^{\circ}31'E$  5664 feet, an iron stake,  $N0^{\circ}06'E$  3170 feet to an iron stake, the northwest corner of subject tract;

THENCE  $N74^{\circ}31'E$  41420 feet to an iron stake, in the east fence line of that 540 acre, THIRTH PART, as recorded in Volume 133 of page 651 of the Deed Records, indicated as the division fence between the Sprout A. Horliss lands and the Elizabeth Durleson lands;

THENCE with said division fence between the Sprout A. Horliss lands and the Elizabeth Durleson lands,  $S17^{\circ}57'W$  24831 feet to the place of beginning; said 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 BE INADEQUATE FOR  
THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER, ETC.

VOL 582 PAGE 245

RECORDED IN Leal Property  
FILE DATE: Feb. 21, 1991  
FILE TIME: 4:10 O'CLOCK P M  
VOL. 582 PAGE 245  
RECORDING DATE

FEB 21 1991



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY Paula C. Esquivel  
Deputy

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS )  
COUNTY OF KERR

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public records of Real Property of Kerr County Texas on

FEB 21 1991



Patricia Dye  
COUNTY CLERK, KERR COUNTY, TEXAS

**3951****vol 0953 PAGE 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.

87-5-1

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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 signed pages following:

Longhorn Ranch Owners Association

by: Glen Kessler  
Glen Kessler, President

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(Acknowledgment)

STATE OF TEXAS

COUNTY OF *Harris*

This instrument was acknowledged before me on the *21st* day of *May*, 19*98*  
by



Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:



(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*  
*Attn: Marvin Willie*  
*P.O. Box 291*  
*Wet. Home, TX 78058*

**FILED FOR RECORD**  
at *1:00* o'clock *P.*M.

MAY 29 1998

**BILLIE G. MEEKER**  
Clerk County Court, Kerr County, Texas  
*[Signature]* Deputy



VOL 0953 PAGE 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/Approved 575.02 # Votes (acreage)No/Disapproved -0- # Votes (acreage)Passed ✓ Not Passed                     

Frank Danaby, Treasurer

October 4, 1997

VOL 0953 PAGE 235

**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      56.44 # Votes (acreage)

October 4, 1997

 Signature

VOL 0953 PAGE 236

**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      49.13 # Votes (acreage)

October 4, 1997

Mauri Willis Signature

VOL 0953 PAGE 237

**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      10604 # Votes (acreage)

October 4, 1997

Frank O. Cox Signature

VOL 0953 PAGE 238

**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      53.03 # Votes (acreage)

October 4, 1997

Ronald D. Stone

Signature

VOL 0953 PAGE 239

**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      6101 # Votes (acreage)

October 4, 1997

Michael C. Danner Signature

vol 0953 PAGE 240

**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      148.71 # Votes (acreage)

October 4, 1997

[Signature] Signature

✓ Yes/Approved

43.64 # votes

[Signature]  
for Charles Reich  
Tract 5

ml 0953 PAGE 241

**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      5703 # Votes (acreage)

October 4, 1997

 Signature



VOL 0953 PAGE 242

**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 -0- # Votes (acreage)Passed ✓ Not Passed                     

Frank Dansby, Treasurer

October 4, 1997

VOL 0953 PAGE 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/Disapproved    61.01 # votes (acreage)

October 4, 1997

Michael C. Dumas

Signature

m. 0953 PAGE 244

**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      53.02 # votes (acreage)

October 4, 1997

Ronald D. Stone Signature

VOL 0953 PAGE 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

Mervin Willie Signature

**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      106.04 # votes (acreage)

October 4, 1997

Fred D. Day Signature

VOL 0953 PAGE 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      56.44 # votes (acreage)

October 4, 1997

Allen Z. Benson Signature

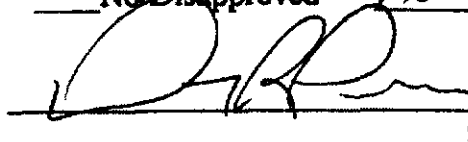
VOL 0953 PAGE 248

**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      148.71 # votes (acreage)


October 4, 1997



Signature

Yes/Approved  
10/4/97

43.64 # votes

 for  
Charles Reich tract 5

VOL 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, 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      57.03 # votes (acreage)

**October 4, 1997**

**Signature**



**3. Paragraph 2(b) shall be amended to be and read as follows:****vol 0953 PAGE 250**

"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 non-compliance 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(acreage) No/Disapproved 208.19 #Votes(acreage)Passed ✓ Not Passed \_\_\_\_\_Frank Dansby

Frank Dansby, Treasurer, October 4, 1997

Vol 0953 PAGE 251

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

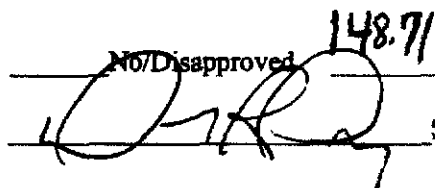
"No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Motor homes, camping trailers and campers may be used on the properties as a temporary hunting lodge or camp, for recreation and vacation as lodging as long as they are well maintained, fully operational and license/registration kept current. The Architectural Control Committee must approve all requests and will inspect annually to insure compliance. If non-compliance 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

148.71 # votes (acreage)

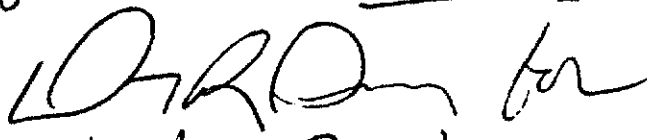
October 4, 1997

Signature


☒ Yes/Approved

43.64 # votes

10/4/97



Charles Reich Tract 5

VOL 0953 PAGE 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 non-compliance 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

*Alan J. Bender* Signature

VOL 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 non-compliance 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. Dunn Signature

VOL 0953 PAGE 254

**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 non-compliance 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      57.03 # votes (acreage)

October 4, 1997

Charles J. [Signature] Signature

VOL 0953 PAGE 255

**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 non-compliance 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    106.04 # votes (acreage)

October 4, 1997

*Frank O'Connell* Signature

VOL 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 non-compliance 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    49/3 # votes (acreage)  
October 4, 1997    M. Maria Willie Signature

VOL 0953 PAGE 257

**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 non-compliance 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

Ron Storer by Marie Wallis  
Signature



VOL 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

**4. Paragraph 2(h) is amended to be and read as follows:****Vol 0953 PAGE 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 # votes (acreage)

October 4, 1997

Frank Donly Signature

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

✓ Yes/Approved             No/Disapproved      56.44 # votes (acreage)

October 4, 1997

*Allen T. Barden* Signature

**4. Paragraph 2(h) is amended to be and read as follows:****WL 0953 PAGE 261**

"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

Michael C. Dumas Signature

**4. Paragraph 2(h) is amended to be and read as follows: vol 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      148.71 # votes (acreage)

October 4, 1997

[Signature] Signature

✓ Yes approved

43.64 # votes

10/4/97

[Signature] for  
Charles Reich  
TRACT 5

**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)

October 4, 1997

Maver Walker Signature

**4. Paragraph 2(h) is amended to be and read as follows: WL 0953 PAGE 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      53.02 # votes (acreage)

October 4, 1997

Ronald D. Jones

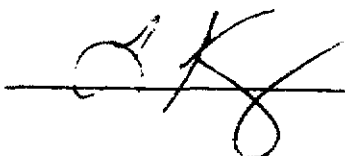
Signature

**4. Paragraph 2(h) is amended to be and read as follows:****WOL 0953 PAGE 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)."

       Yes/Approved☒ No/Disapproved57.03 # votes (acreage)

October 4, 1997

\_\_\_\_\_  
Signature



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

**Vol 0953 PAGE 266**

"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 maintenance 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     

Frank Dansby

Frank Dansby, Treasurer, October 4, 1997

VOL 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 maintenance 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

Ronald D Stone Signature

**6. Paragraph 5 is amended to be and read as follows: VOL 0953 PAGE 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.

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 maintenance 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      106.04 # votes (acreage)

October 4, 1997

Frank Dany Signature

**6. Paragraph 5 is amended to be and read as follows:****Vol 0953 p. 269**

"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 maintenance 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    56.44 # votes (acreage)

October 4, 1997

*Allen L. Gordon* Signature

**6. Paragraph 5 is amended to be and read as follows:****WOL 0953 PAGE 270**

"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 maintenance 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      57.03 # votes (acreage)

October 4, 1997

Charles W. Kerr Signature

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

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 maintenance 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

148.71 # votes (acreage)

October 4, 1997

Signature

✓ Yes/Approved  
10/4/97

43.64 # votes  
Charles Reich

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

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 maintenance 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      49.13 # votes (acreage)

October 4, 1997

Marvin Willis Signature

**6. Paragraph 5 is amended to be and read as follows:** 0953 PAGE 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.

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 maintenance 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      61.01 # votes (acreage)

October 4, 1997

Michael C. Duma Signature



VOL 0953 PAGE 274

RECORD Real Property  
VOL 953 PG 234  
RECORDING DATE

JUN 01 1998



*Bella G. Meeker*  
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race is voided and unenforceable under Federal Law  
THE STATE OF TEXAS )  
COUNTY OF KERR )

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JUN 01 1998



*Bella G. Meeker*  
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.

**8634****VOL 0978 PAGE 230**

## **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.

VOL 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 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 signed pages following:

Longhorn Ranch Owners Association

  
by: Glen Kessler, President

RECORD Real Property  
VOL 978 PG 231  
RECORDING DATE

OCT 28 1998



  
COUNTY CLERK, KERR COUNTY, TEXAS

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

OCT 28 1998



  
COUNTY CLERK, KERR COUNTY, TEXAS

VOL 0978 PAGE 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)

☐ No/Disapproved 0 Votes (acreage)

61.01 abstained

Passed ☒

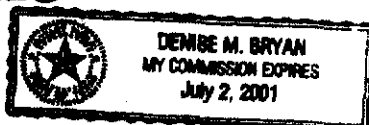
Not Passed ☐

Janet Willie  
Janet Willie, Secretary

8/1/98  
Date

(Acknowledgment)

VOL 0978 PAGE 233

STATE OF TEXAS  
COUNTY OF *Harris*This instrument was acknowledged before me on the *9th* day of *September*, 19*98*  
by *Glen Kessler**Denise M. Bryan*  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

(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:

*Filed by and*  
AFTER RECORDING RETURN TO:*Marleen Willie*  
*PO Box 291*  
*Mt. Home Tx 78058*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.FILED FOR RECORD  
at *2:11* o'clock *P*.M.

OCT 27 1998

BILLIE G. MEEKER  
Clerk County Clerk Kerr County, Texas  
*Garette L. Loper*  
*9.00 5.00 1.00*

00178

VOL. 1101 PAGE 0447

## **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 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 signed pages following:

Longhorn Ranch Owners Association



by: Ron Stowe, Member  
Architectural Control Committee

11-5-1

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 notwithstanding, 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) 56.44

Passed ☒ Not Passed ☐

Janet Willie  
Janet Willie, Secretary

2/5/00  
Date

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) 56.44

Passed ✓

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

Janet Willie  
Janet Willie, Secretary

2/5/00

Date



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) 56.44

Passed ✓ Not Passed       

Janet Willie  
Janet Willie, Secretary

2/5/00  
Date

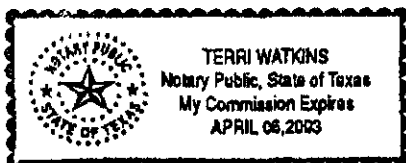
VOL. 1101 PAGE 0451

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 4<sup>th</sup> day of JAN, 2001  
by RON STOWE



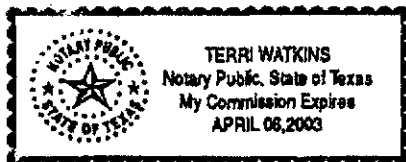
TERRI WATKINS  
Notary Public, State of Texas  
Notary's Name (printed):  
TERRI WATKINS  
Notary's commission expires:  
4-6-2003

(Corporate Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 4<sup>th</sup> day of JAN, 2001  
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  
Notary's name (printed):  
TERRI WATKINS  
Notary's commission expires:  
4-6-2003

Filed by: Ron Stowe  
AFTER RECORDING RETURN TO:  
Marvin Willie  
P.O. Box 291  
Mt. Home, TX 78058

FILED FOR RECORD  
at 2:22 o'clock P.M.  
JAN 04 2001  
JANNETT PIEPER  
Clerk County Court, Kerr County, Texas.  
Cheryl A. Thompson Deputy

**VOL. 1101 PAGE 0452**

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS )  
COUNTY OF KERR

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

**JAN 05 2001***Janet Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property  
VOL 1101 PG 447  
RECORDING DATE

**JAN 05 2001***Janet Pieper*

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.**

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 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 signed pages following:

Longhorn Ranch Owners Association

  
by: Marvin Willie, Member  
Architectural Control Committee

7-5-1

VOL. 1101 PAGE 0454

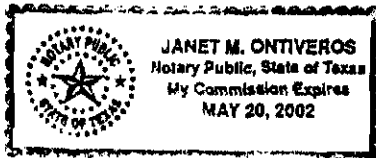
Paragraph 8 shall be amended to be and read as follows:

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 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 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 alternative 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) 531.38No/Disapproved Votes (acreage) 0.00Passed ☒ Not Passed ☐  
Janet Willie, Secretary8/5/00  
Date

VOL. 1101 PAGE 0455

(Acknowledgment)

STATE OF TEXAS  
COUNTY OFThis instrument was acknowledged before me on the  
by marvin wilke4th day of Jan, 2001Janet M. Ontiveros

Notary Public, State of Texas

Notary's Name (printed):

Notary's commission expires: 2002

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF KerrThis instrument was acknowledged before me on the 4 day of Jan., 2001  
by Marvin Willie, Member, Architectural Control Committee  
of Longhorn Ranch Owners Association  
a Texas nonprofit corporation, on behalf of said corporation.Janet M. Ontiveros

Notary Public, State of Texas

Notary's name (printed): Janet M. ONTIVEROSNotary's commission expires: 2002Filed by:  
AFTER RECORDING RETURN TO:  
Marvin Willie  
P.O. Box 291  
Mt. Home, TX 78058

FILED FOR RECORD

at 2:23 o'clock P.M.

JAN 04 2001

JANNETT PIEPER

Sheryl A. Thompson  
Clerk County Court, Kerr County, Texas  
Deputy

VOL. 1101 PAGE 0456

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS }

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JAN 05 2001

*Janett Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*  
VOL. *1101* PG *453*  
RECORDING DATE

JAN 05 2001

*Janett Pieper*

COUNTY CLERK, KERR COUNTY, TEXAS

08531

VOL. 1460 PAGE 0385

**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.

FILED FOR RECORD  
at 4:45 o'clock P.M.

AUG 17 2005

JANNEY T. [Signature]  
Clerk County Court, Kerr County, Texas  
Deputy  
\$9



VOL. 1460 PAGE 0386

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 signed pages following:

Longhorn Ranch Owners Association

  
by: Marvin Willie, Tract 1, Longhorn Ranch

VOL. 1460 PAGE 0387

**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 Abstained

Passed ✓ Not Passed                     

Janet Wilhe

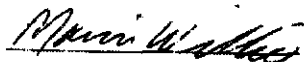
Janet Wilhe, Secretary

August 4, 2005

Date

VOL. 1460 PAGE 0388

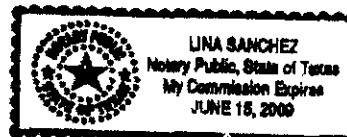
(Acknowledgment)

STATE OF TEXAS  
COUNTY OF KerrThis instrument was acknowledged before me on the 17th day of August, 2005  
by Marvin Willie.  
Notary Public, State of Texas

Notary's Name (printed): Lina Sanchez

Notary's 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

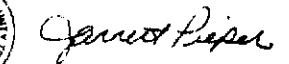
Notary's name (printed):

Notary's commission expires:

Filed by  
AFTER RECORDING RETURN TO:  
MARVIN WILLIE  
P.O. Box 291  
MOUNTAIN HOME, TX 78058

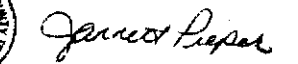
Provisions herein which respect the sale, rental or use of the described property because of sale or lease is void and unenforceable under Federal Law THE STATE OF TEXAS }  
COUNTY OF KERR }  
I hereby certify that this instrument was FILED in the file number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

AUG 18 2005

  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD   
VOL. 1460 PG. 385  
RECORDING DATE

AUG 18 2005

  
COUNTY CLERK, KERR COUNTY, TEXAS