

Item: **RANCHERO ESTATES**

(Category: RESTRICTIONS)

Volume 165, Page 800 and Volume 308, Page 803, Deed Records of Kerr County, Texas; Volume 1010, Page 439, 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.

Item: **RANCHERO ESTATES**

(Category: Subdivisions)

- a. An undivided non-participating royalty interest reserved by Grantors, as described in instrument from V.P. Tippet and wife, Ergeal B. Tippet to Herman A. Swan, et al, dated March 6, 1962, recorded in Volume 112, Page 139, of the Deed Records of Kerr County, Texas; said deed being corrected by instrument dated May 9, 1962, recorded in Volume 124, Page 100, Deed 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.
- b. Road easement reserved in deed dated October 18, 1966, recorded in Volume 126, Page 125, Deed Records of Kerr County, Texas. (AS PER LOTS 1, 12, 13 & 14 ONLY)
- c. Road and Utility Easements as reserved in the Plat recorded in Volume 3, Page 46, Plat Records of Kerr County, Texas.
- d. Right Of Way and Easement dated September 4, 1970, to Kerrville Telephone company and L.C.R.A., recorded in Volume 6, Page 177, Easement Records of Kerr County, Texas. (LOT 12 ONLY)
- e. Building Set Back Lines as per the Restrictions recorded in Volume 165, Page 800 and Volume 308, Page 803, Deed Records of Kerr County, Texas.
- f. Annual assessments and/or current maintenance charges as set forth in instrument dated May 4, 1999, recorded in Volume 1010, Page 439, Real Property Records of Kerr County, Texas.
- g. Any visible and/or apparent roadways or easements over or across the subject property.
- h. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

3474

RANCHERO ESTATES
KERR COUNTY, TEXAS

R E S T R I C T I O N S

To carry out a general plan of development of Ranchero Estates, and to promote the construction of desirable residences, insure harmony in the character of such buildings in connection therewith, maintain the suitability of Ranchero Estates for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a tract or parcel of land therein, and to enhance the value of the said tracts or parcels of land in Ranchero Estates, this Contract for Deed is, and the said general Warranty Deed shall be, subject to the covenants hereby made by Purchaser, and made and accepted subject to the restrictions and conditions upon the premises herein contracted to be conveyed as follows, to-wit:

FIRST. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him, until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the tracts or parcels of land in Ranchero Estates it is agreed to change said covenants in whole or in part.

SECOND. That the above described property herein contracted to be conveyed shall be used for residential purposes only; said property shall not be used for business purposes of any character nor have any commercial or manufacturing purpose other than for agricultural purposes which will comply with Federal, State and Local regulations.

THIRD. Not more than two primary residences shall be constructed on any one tract in Ranchero Estates, and no such residence shall be constructed thereon which contains less than 1,000 square feet of living area. The minimum depth of building setback lines from the ranch road fronting the tracts in Ranchero Estates shall be not less than fifty (50) feet and not less than twenty-five (25) feet from the tract side lines.

FOURTH. No trailer, tent or shack shall be placed, erected or permitted to remain on the above described property, nor shall any structure of a temporary character be used as a residence thereon, except that a mobile home may be moved on the property during the period of construction of a permanent residence for a period not to exceed two years.

FIFTH. No structure shall be moved onto the above described property unless it shall conform to and be in harmony with the existing structures on other tracts or parcels of land in said Ranchero Estates.


SIXTH. No swine shall ever be permitted to be placed or kept in Ranchero Estates or on this or any other tract located therein.

SEVENTH. No deer hunting shall be permitted on the above described property.

Filed 3rd Day of Aug. A.D., 1973 at 3:40 P.M.
 EMMIE M. MUENKER
 Clerk County Court, Kerr County, Texas
 By Estelle Witt Deputy

Such covenants, restrictions and conditions are to be binding upon and to be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said Seller or any person who shall own any tract or parcel of land in Rancho Estates.

AGREED:

Mildred B. Bennett

 LILA R. BARBER
 NOTARY PUBLIC - CALIFORNIA
 STATE OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 My Commission Expires Jan. 13, 1974

Cecile R. Barber
Lila R. Barber
 17 NOV 1972 NOTARY PUBLIC
 STATE OF CALIFORNIA)
 COUNTY OF SAN BERNARDINO)

John W. Snider

Jimmie C. Snider

Laurence J. Stuart

Mrs. Laurence J. Stuart

Helene Charlotte Brown

Dec 13, 1972

Anna L. McNamee

Warner R. McNamee

Subscribed & sworn before me this 2nd day of January, 1973, Harris County, Texas.

My Commission Expires Sept. 9, 1974

Charles D. Coy

Subscribed and sworn before me this 2nd of January, 1973, Harris County, Texas.

My commission expires
6-1-73

Edwin A. Young
 Edwin A. Young

Filed for record August 3, 1973 at 3:40 o'clock P. M.
 Recorded August 7, 1973
 EMILIE M. MUENKER, Clerk

By Margaret Muenker Deputy

Restrictions

00049

RANCHERO ESTATES
KERR COUNTY TEXAS

VOL. 308 PAGE 803

To carry out a general plan of development of Ranchero Estates, and to promote the construction of desirable residences, insure harmony in the character of such buildings in connection therewith, maintain the suitability of Ranchero Estates for private residential purposes. To carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a tract or parcel of land therein, and to enhance the value of the said tracts or parcels of land in Ranchero Estates, this Contract for Deed is, and the said general Warranty Deed shall be, subject to the covenants hereby made by Purchaser, and made and accepted subject to the restrictions and conditions upon the premises herein contractd to be conveyed as follows, to-wit:

FIRST: That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him, until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the tracts or parcels of land in Ranchero Estates it is agreeded to change said covenants in whole or in part.

SECOND: That the above described property herein contracted to be conveyed shall be used for residential purposes only; said property shall not be used for business purposes of any character nor have any commercial or manufacturing purpose other than for agricultural purposes which will comply with Federal State and local regulations.

THIRD. Not more than two primary residences shall be constructed on any one tract in Ranchero Estates, and no such residence shall be constructed thereon which contains less than 1000 square feet of living area. The minimum depth of building setback lines from the ranch road fronting the tracts in Ranchero estates shall be not less than (50) feet and not less than twenty five (25) feet from the tract side lines.

FOURTH; No trailer, mobile home, double wide, modular or manufactured homes, tent or shack shall be placed, erected or permitted to remain on the above described property, nor shall any structure of a temporary character be used as a residence thereon, except during the period of construction of a permanent residence for a period not to exceed two years.

FIFTH: No structure shall be moved onto or constructed on the property unless it shall conform to and be in harmony with the existing structures on other tracts or parcels of land in said Ranchero Estates. Plans for all structures shall be submitted to the Home Owners Association for approval.

SIXTH: No swine shall ever be permitted to be placed or kept in Rancho Estates on any tract located therein.

SEVENTH: No deer hunting shall be permitted on the above property.

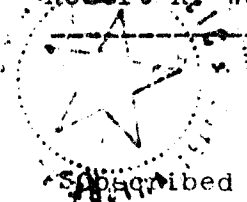
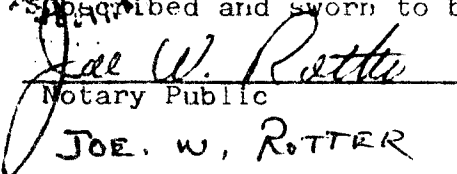
Such covenants, restrictions and conditions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said seller or any person who shall own any tract or parcel of land in Rancho Estates.

NOTE: The Home Owners Association shall be composed of those individuals owning and residing in residences in Rancho Estates. Any actions taken by the association shall be approved by majority vote.

Agreed:


Robert F. Woodward

Subscribed and sworn to before me this 1st day of October 1984.



Notary Public

JOE. W. ROTTER

Medina Texas
County

SIXTH: No swine shall ever be permitted to be placed or kept in Rancho Estates on any tract located therein.

SEVENTH: No deer hunting shall be permitted on the above property.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said seller or any person who shall own any tract or parcel of land in Rancho Estates.


NOTE: The Home Owners Association shall be composed of those individuals owning and residing in residences in Rancho Estates. Any actions taken by the association shall be approved by majority vote.

Agreed: AND NOTARIZED


J.H. WEIMER



SUBSCRIBED AND SWORN to before me this 9th day of October, 1984.


Evelyn Oates Notary
Commission Expires 2/21/88

SIXTH: No swine shall ever be permitted to be placed or kept in Ranchero Estates on any tract located therein.

SEVENTH: No deer hunting shall be permitted on the above property.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said seller or any person who shall own any tract or parcel of land in Ranchero Estates.

NOTE: The Home Owners Association shall be composed of those individuals owning and residing in residences in Ranchero Estates. Any actions taken by the association shall be approved by majority vote.

Agreed:

Anna L. McGraw
Anna L. McGraw
Warner H. McGraw
Warner H. McGraw

Cybil W. Minett
Cybil W. Minett
Mildred B. Minett
Mildred B. Minett

Melba L. Ussery
Melba L. Ussery

Judy Beth Hansen

John P. Wells
John P. Wells
Notary Public,
Kerr County, Texas
My Commission Expires: 5/31/85

Elaine L. Buckner
Notary Public in and for the State of Texas
My Commission Expires: 5/19/88

Elaine L. Buckner
Typed or Printed Name of Notary

SIXTH: No swine shall ever be permitted to be placed or kept in Rancho Estates on any tract located therein.

SEVENTH: No deer hunting shall be permitted on the above property.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said seller or any person who shall own any tract or parcel of land in Rancho Estates.

NOTE: The Home Owners Association shall be composed of those individuals owning and residing in residences in Rancho Estates. Any actions taken by the association shall be approved by majority vote.

Agreeded:

Myron Wolsten
Myron Wolsten

11-6-84

Notary L. Joanne Webster
expire Aug 29, 86
I reside in Allen County
State of Indiana



SIXTH: No swine shall ever be permitted to be placed or kept in Rancho Estates on any tract located therein.

SEVENTH: No deer hunting shall be permitted on the above property.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said seller or any person who shall own any tract or parcel of land in Rancho Estates.

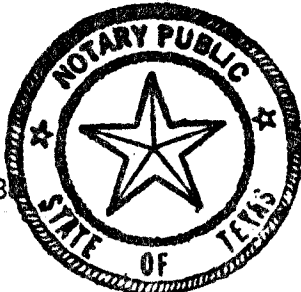
NOTE: The Home Owners Association shall be composed of those individuals owning and residing in residences in Rancho Estates. Any actions taken by the association shall be approved by majority vote.

Agreeded:

Larry W. Grant
Larry W. Grant
Jeannean J. Grant
Jeannean J. Grant

Dylce L. Belzung
Dylce L. Belzung

Bexar County
My Commission Expires May 7, 1981



NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES MAY 7, 1981

000491

Notations

Resolves to the
2)

The People

FILED FOR RECORD

at 2:26 o'clock P.M.

JAN 4 1985

PATRICIA DYE

Clerk, San Diego, Texas

~~Patricia Dye~~

Filed by a Return to:

C.W. MURPHY

140 Evans Dr

Kearney,

TX

Filed for record January
Recorded January 11, 1985
PATRICIA DYE, Clerk

4, 1985 at 2:26 o'clock P.M.
By Mary C. Hanson Deputy

RANCHERO ESTATES

KERR COUNTY TEXAS

To carry out a general plan of development of Ranchero Estates, and to promote the construction of desirable residences, insure harmony in the character of such buildings in connection therewith, maintain the suitability of Ranchero Estates for private residential purposes. To carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a tract or parcel of land therein, and to enhance the value of the said tracts or parcels of land in Ranchero Estates, this Contract for Deed is, and the said general Warranty Deed shall be, subject to the covenants hereby made by Purchaser, and made and accepted subject to the restrictions and conditions upon the premises herein contracted to be conveyed as follows, to-wit:

First: That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him, until May 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the home owners in Ranchero Estates it is agreed to change said covenants in whole or in part. Yes, at any time the covenants may be changed in whole or in part by a majority vote prior to May 1, 2009 and thereafter.

Second: That the above described property herein contracted to be conveyed shall be used for residential purposes only; said property shall not be used for business purposes of any character nor have any commercial or manufactured purpose other than for agricultural purposes which will comply with Federal State and local regulations.

Third: Not more than two primary residence shall be constructed on any one tract in Ranchero Estates. (Reference Vol. 3 Page 46 - Plat Oct. 2, 1969, only one division of the tracts from the reference plat Oct. 2, 1969.) No such residence shall be constructed thereon which contains less than 1500 square feet of enclosed living and heated area, not including garage and outside porches. The exterior of such dwelling shall be constructed of permanent type building material of the usual and general use in construction of residences in nice appearing first-class neighborhoods requiring a minimum of 1500 square feet of heated area or more for residences. The preferred exterior construction shall consist of a least one-half (1/2) masonry, but the Architectural committee may forego the required use of masonry and permit the use of other

exterior materials such as stained cedar, redwood and glass, depending upon overall architectural design, compatibility construction materials with surrounding landscape and nearby improvements and other similar factors which the committee may deem appropriate. No house shall be moved from any other location and placed or erected on any tract. All garages must be constructed using the same type and quality of materials used in construction of the principle residence and have the same roofing materials as the principal residence. Prior to any construction, plans must be submitted to the Home Owners Association and approved by the Construction Committee. Including residence during construction period must be approved by Construction Committee.

Fourth: No trailer, mobil home, double wide, modular or manufactured homes, tent or shack shall be placed, erected or permitted to remain on the above described property, nor shall any structure of a temporary character be used as residence thereon, except during the period of construction of a permanent residence for a period not to exceed two years. During the construction period of the permanent residence the temporary residence must not be visible from any public road.

Fifth: In the event of the violation or attempted or threatened violation of any restriction, covenant or provision set forth herein, enforcement shall be authorized by any proceeding at law or in equity against any person or persons attempting, threatening or committing such violation, including proceedings to restrain or prevent such violation or attempted or threatened violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with the applicable provision hereof; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy or legal remedy or irreparable harm. Likewise, any person entitled to enforce the provision hereof may recover from the violator of any provision hereof such damages as such person has sustained by reason of the violation of such provisions.

Any person or persons owning property in the Ranchero Subdivision may prosecute any proceeding at law or in equity against any person or persons violating or attempting or threatening to violate any of the provisions hereof. All violations will be brought to the Home Owners Associations attention.

Sixth: No swine shall ever be permitted to be placed or kept in Ranchero Estates on any tract located therein.

Seventh: No deer hunting shall be permitted on the above property.

1. The Rancho Estates Home Owners' Association was established to ensure and enforce the Restrictions and Covenants for Rancho Estates. Bylaws were adopted establishing the Association as an informal association, defining membership, providing for the election of officer and their duties and providing for annual meetings. Officers shall be a President, Vice President, Secretary and Treasurer who together shall comprise the executive committee. The Association shall levy an assessment against each home owner in the Subdivision sufficient in amount to meet for the next twelve (12) month period of time the expenses hereinafter provided to be borne and paid by the Association. There shall be a meeting of the members of the Association at least once each year.

2. Roadways within the Subdivision have been conveyed to Kerr County for maintenance and repair.

3. The Association shall have the right and authority to undertake such other projects as it shall elect for the mutual benefit of all home owners within the Subdivision.

4. The Association shall from time to time, and not less often than once each year, assess against each home owner within the Subdivision an assessment and charge sufficient to meet the expenses of organizing and operating the Association. All such assessments upon any home owner in the Subdivision shall become the personal obligation of the home owner, as well as an encumbrance upon such home owner and the Association shall have and is hereby granted a lien upon each home owner to secure payment of such assessments and such assessments shall be obligations running with the land.

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Committee is hereby created. It will be the purpose of such Committee to insure for all tract owners of tracts in the Subdivision harmony of external and structural design and quality, and compliance with the provisions hereof as to improvements and structures. The Architectural Committee shall be composed of the Vice President and two home owners appointed by the President of the Association.

The Committee shall act in all matters arising hereunder. Members of the committee may be replaced by the Executive Committee or by a majority of the home owners in the subdivision. Each home owner residing is entitled to one vote in such election.

Such covenants, restrictions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said seller or any person who shall own any tract or parcel of land in Ranchero Estates.

Note: The Home Owners Association shall be composed of those individuals owning and residing in residences in Ranchero Estates. Any action taken by the association shall be approved by majority vote.

We, the undersigned officers of the Ranchero Estates Home Owner Association, certify the above Restrictions and Covenants were approved by the home owners of a majority of the home owners in the Subdivision by Notarized Ballot delivered to the Secretary of the Association on or before May 1, 1999 and the said Restrictions and Covenants shall become effective upon being recorded in the Deed Records of Kerr County. The original ballots are on file with the Secretary of the Association.

Executed this 4 day of May, 1999.

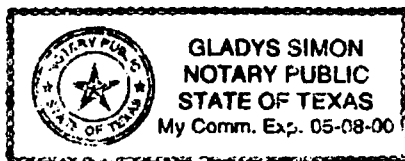
Warner R. McGraw
President

Corliss A. Spence
Secretary

STATE OF TEXAS)

COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Warner R. McGraw and Corliss A. Spence, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of May, 1999.



Gladys Simon
Notary Public in and for Kerr County, Texas

BALLOT

Ranchero Estates Homeowners Association
Revision of Deed Restrictions 1999

The undersigned homeowners do hereby agree to the newly revised deed restrictions dated May 1, 1999 for the Ranchero Estates subdivision.

Colin A. Sence
Joe Rivera
Warner McHaw
Anna S. McHaw
Cristel Rivera
Richard Lopez
Melba L. Elser
Jeanne Grant by Colin A. Sence
Larry W. Grant by Colin A. Sence

Filed by & return to:
Warner McHaw
129 Encino dr
Kerrville, Tx. 78028

FILED FOR RECORD
at 6:20 o'clock P.M.
MAY - 4 1999
JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Marilyn Medina Deputy

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

RECORD Real Property
 VOL 1010 PG 439
 RECORDING DATE

MAY 05 1999



Janet Lipes
 COUNTY CLERK, KERR COUNTY, TEXAS

MAY 05 1999



Janet Lipes
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
 AT TIME OF RECORDATION INSTRUMENT FOUND
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