

INDIAN HILLS PHASE ONE RESTRICTIONS

Volume 776, Page 146, Real Property Records of Kerr County, Texas; Volume 6, Page 226, Plat Records of Kerr County, Texas; Volume 856, Page 350, 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

- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Felix R. Real, Sr., et ux, to Felix R. Real, Jr., et ux, dated February 3, 1964, recorded in Volume 117, Page 414, 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 the aforesaid instrument.
- Easements as per the plat recorded in Volume 6, Page 226, Real Property Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 856, Page 350, Real Property Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from {PR,"Name of Grantor",ST1,1} to {PR,"Name of Grantee",ST1,2}, dated {PR,"Date of Instrument",DT2,3}, recorded in Volume {PR,"Number/Letter of Volume",ST1,4}, Page {PR,"Number/Letter of Page",ST1,5}, {PR,"Type of Records",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.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER'S POLICY ONLY)



**KERR COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT**

VOL 0776 PAGE 146

4000 San Antonio Hwy.
Kerrville, Texas 78028
(210) 896-5101

09103

December 5, 1994

Reagan Lehmann
P.O. Box 1589
Kerrville, Texas 78029

Subject: Licensing authority recommendation for on-site sewage facilities:
Indian Hills Subdivision, Phase One.

Dear Mr. Leahmann:

I have reviewed the subject application and the relevant material supplied with it in accordance to the Rules and Regulations of Kerr County, Texas for On-Site Sewage Facilities (Rules).

Alternative sewage facilities will be required for each lot due to slopes; rock; and restrictive soil conditions.

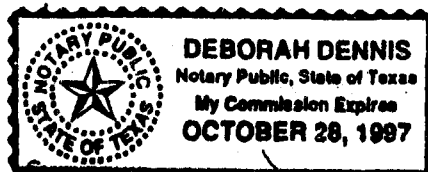
Where an approved recommendation has been made and the subdivision is recorded, a copy of the written recommendation with any conditions stated shall be filed as a deed record for the subdivision lots or stated as a plat note.

Any person, or his agents or assignees, desiring to create a subdivision, mobile home park, or multiple single-family residences located on a single undivided tract of land, that will utilize on-site sewage facilities, in whole or in part, and sell, lease, or rent the lots therein shall inform in writing each prospective purchaser, lessee, or renter:

1. That the subdivision is subject to all of the terms and conditions of these Rules;
2. That a permit to construct shall be required before an on-site sewage facility can be constructed in the subdivision;
3. That a license to operate shall be required for the operation of such a on-site facility;
4. That an application for a subdivision with on-site sewage facilities has been made and approved, including any restrictions placed on any such approval.

Sincerely,

David Litke
Director



Deborah Dennis
12/5/94

Filed by & Return to:

West Prong Ranch LLC
P.O. Box 1589
Kerrville, TX 78029-1589

FILED FOR RECORD
at 3:17 PM

DEC -5 1994

Patricia Dye
County Clerk, Kerr County, Texas
Lois Hudson Deputy

RECORD Real Property
VOL. 776 PG. 146

RECORDING DATE

DEC 05 1994



Patricia Dye

COUNTY CLERK, KERR COUNTY

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Public Law 443, THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number 00000000 on the date and at the time stated herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

DEC 05 1994



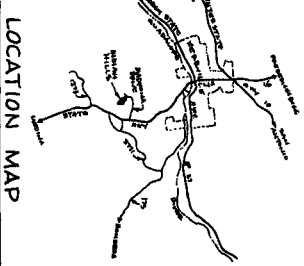
Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

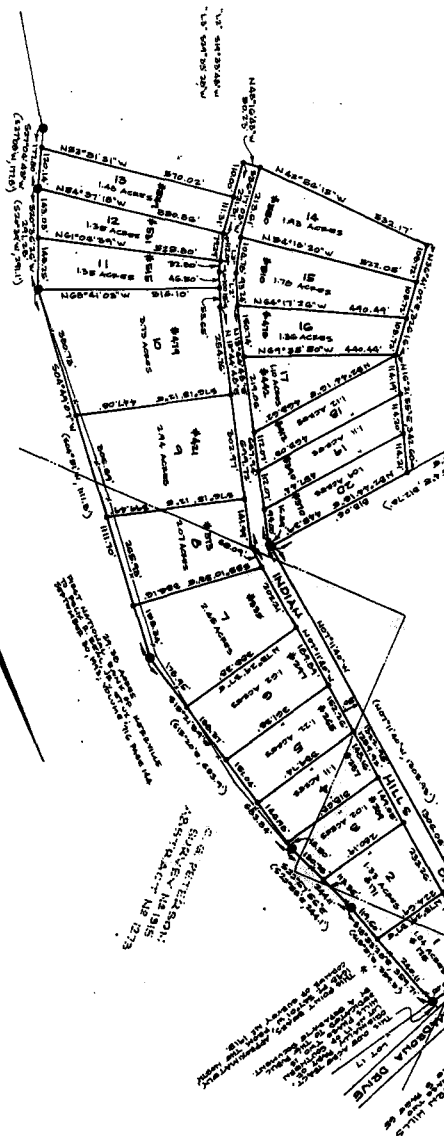
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PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

6/324



SCALE: 1" = 200'

Legend:
- Survey Boundary
- Existing Survey Lines
- Section Corners
- Section Numbers



The exact name and address shown on the plat of Indian Hills Phase One are approved by the Board of Commissioners of Kerr County.

Donald R. Davis
County Clerk

I hereby certify that the plat of Indian Hills Phase One is a true and correct copy of the original as recorded in the office of the County Clerk.

Donald R. Davis
County Clerk

Attest:
Donald R. Davis
County Clerk

APPROVED by the Board of Commissioners of Kerr County on the 27th day of December, 1994, by Order No. 22651.

Attest:
Donald R. Davis
County Clerk

UTILITY EASEMENTS

Any easement for utility purposes shall be subject to the terms and conditions of the easement as set forth in the plat of Indian Hills Phase One. The easement shall be subject to the terms and conditions of the easement as set forth in the plat of Indian Hills Phase One.

PATENT SURVEY ACRES

Lot	Acres	Section	Acres	Total
1	6.50	1	6.50	13.00
2	6.50	2	6.50	13.00
3	6.50	3	6.50	13.00
4	6.50	4	6.50	13.00
5	6.50	5	6.50	13.00
6	6.50	6	6.50	13.00
7	6.50	7	6.50	13.00
8	6.50	8	6.50	13.00
9	6.50	9	6.50	13.00
10	6.50	10	6.50	13.00
11	6.50	11	6.50	13.00
12	6.50	12	6.50	13.00
13	6.50	13	6.50	13.00
14	6.50	14	6.50	13.00
15	6.50	15	6.50	13.00
16	6.50	16	6.50	13.00
17	6.50	17	6.50	13.00
18	6.50	18	6.50	13.00
19	6.50	19	6.50	13.00
20	6.50	20	6.50	13.00
21	6.50	21	6.50	13.00
22	6.50	22	6.50	13.00
23	6.50	23	6.50	13.00
24	6.50	24	6.50	13.00
25	6.50	25	6.50	13.00
26	6.50	26	6.50	13.00
27	6.50	27	6.50	13.00
28	6.50	28	6.50	13.00
29	6.50	29	6.50	13.00
30	6.50	30	6.50	13.00
31	6.50	31	6.50	13.00
32	6.50	32	6.50	13.00
33	6.50	33	6.50	13.00
34	6.50	34	6.50	13.00
35	6.50	35	6.50	13.00
36	6.50	36	6.50	13.00

The addition shown is subject to the terms and conditions of the easement as set forth in the plat of Indian Hills Phase One.

I hereby certify that the plat of Indian Hills Phase One is a true and correct copy of the original as recorded in the office of the County Clerk.

Donald R. Davis
County Clerk

Attest:
Donald R. Davis
County Clerk

INDIAN HILLS PHASE ONE
COMPRISING 35.10 ACRES OF LAND, MORE OR
LESS, OUT OF VARIOUS ORIGINAL PATENT
SURVEYS, AS SHOWN HEREON, IN KERR
COUNTY, TEXAS

NOVEMBER 1994



4860

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR INDIAN HILLS SUBDIVISION,
KERR COUNTY, TEXAS**

This declaration pertains to the following described property, to wit:

All that certain real property located in Kerr County, Texas, known as Indian Hills Subdivision, comprising Lots 1 through 20 of said subdivision, as recorded in Volume 6, Page 226, Plat Records of Kerr County, Texas.

It is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall refer to that certain real property known as Indian Hills Subdivision, Kerr County, Texas, hereinafter described.

Lot

1.03. "Lot" shall refer to that portion of any of the plots of land in Indian Hills Subdivision, shown upon the plat and subdivision map recorded in Volume 6, Page 226, Plat Records of Kerr County, Texas. The terms "Lot" shall all lots but shall not include the common areas, if any.

Declarant

1.04. "Declarant" shall refer to West Prong Ranch, L.L.C., a Texas Limited Liability Company, its successors and assigns, if such successors or assigns shall acquire more than five undeveloped Lot(s) from Declarant for the purpose of development

1.05. "Houses" shall refer to any structure, either site built or manufactured, which is to be used as a residence which meets the approval of the Architecture Control Committee and as further described in these covenants.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

2.01. Declarant shall designate and appoint an Architectural Control Committee consisting of two (2) or more persons, which committee shall serve at the pleasure of the Declarant. If the committee consists of two (2) persons, either of them may act for the committee, or, if the committee consists of three (3) or more persons, one-half or more of the members may act for the committee. Declarant may make, but shall not be obligated to make, and irrevocable assignment of its power to designate and appoint the Architectural Control Committee to an association of Owners, membership in which is open to all Owners. The architectural control committee shall perform all its actions, or decisions not to act, in its sole discretion.

Non-liability of Committee Members

2.02 Neither the Declarant, nor the Architectural Control Committee or any member thereof shall be liable to any owner(s) or any third party for any loss, damage or injury arising out of their being in any way connected with the performance of the Committee's respective duties under this declaration unless due to willful misconduct or bad faith by the Committee or its members. Neither the Committee nor the members thereof shall be liable to any owner due to the construction of improvements within the property or the creation thereby of an obstruction to the view from such owner's Lot or Lots. Every person who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every owner or lessee of any portion of the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant or members of the Committee, or their representatives, to recover any damages whatever from them, save and except for damages directly attributable to willful misconduct or bad faith on their part.

Approval of Plans and Specifications

2.03. No building, fence, wall, culvert, driveway, parking space, or other structure shall be commenced, erected, materially altered, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any

landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to, and approval in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Variances

2.04 The Committee may grant variances from compliance with any provision of this Declaration or any Supplemental Declaration, including but not limited to restrictions upon height, bulk, size, shape, floor area, placement of structures, land area, setbacks, building envelopes, colors, materials, or land use when in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the property. Such variances must be evidenced in writing and must be signed by at least a majority of the voting members of the Committee. If a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration, or any Supplement Declaration, shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms of this Declaration or any Supplemental Declaration or of any Architectural Control Committee guidelines for any purpose except as to the particular property and in the particular instance covered by the variance.

Failure of Committee to Act

2.05. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE

EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a clean, sanitary, neat, and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to clean, repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

ARTICLE FOUR

USE RESTRICTIONS

Type of Buildings Permitted

4.01. All lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two (2) stories in height and all houses must have a minimum of a two (2) automobile carport.

Minimum Floor Area and Exterior Walls

4.02. Any single story residence constructed on the Lots must have a floor living area of not less than one thousand (1,000) square feet exclusive of open or screened porches, terraces, patios, driveways, carports, and garages; and residences two (2) stories in height must have a floor living area of not less than one thousand three hundred (1,300) square feet exclusive of open or screened porches, terraces, patios, driveways, carports, and garages; and the front exterior wall of any residence shall consist of not less than twenty percent (20%) masonry construction or as provided in Section 4.03 of these restrictions.

Manufactured Dwelling Houses

4.03 New Manufactured Dwelling Houses (or houses which are not more than one year old) of not less than one thousand (1000) square feet and arranged in what is commonly known as a "double-wide" configuration are permitted. These houses must have their tongues and axles removed, and be set on and permanently attached to permanent foundations. A Manufactured Dwelling House must be skirted with a 100% masonry skirting. The roof must be peaked and shingled, and have a minimum width, exclusive of porches, carports, awnings, the like, of not less than twenty (20) feet. Houses in this category must also have an "upgraded external package" which has been approved by the Architectural Control Committee.

Driveways

4.04 All residences must have parking and driveway areas. These areas must be upgraded from the present soil conditions to a minimum of a peagravel surface.

Setbacks

4.05. No building shall be located on any Lot nearer to the front and rear Lot line than fifty (50) feet or nearer to the side Lot line than ten (10) feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building of any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.06, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.06. No Lot shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in Paragraphs 4.02 and 4.03 hereof on each resulting building site providing that such subdivision or consolidation does not result in any building sit of less than one (1) acre in size.

Easements

4.07. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

4.08. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.09. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that nothing herein shall be construed as prohibiting the erection or situating on any tract of a manufactured dwelling house, sometimes called a "double-wide".

Recreational Vehicles

4.10. No recreational vehicle will be permitted to be parked or stored on any Lot unless parked in a garage, or otherwise screened from view in a manner approved by the Architectural Control Committee

Hunting

4.11. Hunting is prohibited on all tracts.

Manufacturing and Commercial Activity

4.12. No manufacturing nor commercial activity, other than the leasing of the residence, shall be conducted on any Lot. The committee may determine, in its sole discretion, manufacturing and/or commercial activity.

Compliance With Law

4.13. No building or other structure shall be erected or situated on any Lot except in compliance with applicable building and use codes, zoning laws, and other laws and regulations applicable to the Properties.

Rubbish, Trash and Garbage

4.14. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Sewage Disposal

4.15. No individual sewage disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of any state, county, municipal, or other governmental subdivision or agency having lawful authority pertaining thereto. Approval of the system as installed shall be obtained from that authority.

Water Supply

4.16. No individual water system shall be permitted on any Lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any state, county, municipal, or other governmental subdivision or agency having lawful authority pertaining thereto. Approval of the system as installed shall be obtained from that authority.

Signs

4.17. No signs of any character shall be allowed on any Lot except advertising the sale of the lot. The sign shall be not more than one, square or rectangular shaped sign of not more than five square feet.

Water Runoff

4.18. Nothing shall be erected, placed, maintained, done, or permitted to remain on any Lot which interferes with surface water runoff in such manner as to cause such water runoff to be diverted across any other Lot or which causes flooding or erosion to any

other Lot or to any street or ditch with the exception of the location of a house upon approval of the Architectural Control Committee.

Sight Distance at Intersection

4.19. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevation between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sign line requirements set forth above.

Pollution

4.20. All springs, creeks, ponds, stock tanks, ditches, and gullies, and any water on any Lot shall be kept free of trash, rubbish, garbage, waste, effluent from sewage disposal systems or other waste disposal systems, and all other forms of pollution by the Owner of the Lot.

Animals

4.21. No Livestock or poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any such Lot except two (2) cats and/or two (2) dogs may be kept provided that they are not kept, bred or maintained for any commercial preposess.

Motorcycles

4.22. No motorcycle, motorized bicycle, go-cart, dirt-bike or all-terrain vehicle shall be permitted to operate on any road or property within the Indian Hills Subdivision as shown on the plat or on any Lot of same unless such motorcycle, motorized bicycle, go-cart, dirt-bike or all-terrain vehicle is "properly muffled". The determination of what constitutes "properly Muffled" shall be solely within the discretion of the Architectural Control Committee. The primary purpose of this restriction is to prohibit noise pollution that is contrary to the common scheme of the development of Indian Hills Subdivision and it creates a nuisance to the residents therein.

Prohibited Items

4.23. No wrecked, junked, broken down, or inoperative automobile, truck, bus, motorcycle, or other motor vehicle, boat or trailer, or any part thereof, shall be placed or parked or be permitted to remain on or in front of any Lot as to be visible from any street or highway or from any adjacent Lot.

Trucks, Buses, Trailers And Boats

4.24. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on any portion of any Lot within twenty-five (25) feet of any front Lot line or side street Lot line in excess of seventy-two (72) hours within a ten (10) day period (unless as provided in Section 4.10 of this Declaration); provided, however, that nothing herein shall apply to "pick-up" trucks or non-commercial passenger vans.

Fences And Walls

4.25. Fences or walls will be permitted in the back yards on Lots only where houses are located. A fence or wall on any Lot shall not be placed any closer to the adjoining roadway than the rear line of the house on that Lot. All fences, walls and/or retaining walls are subject to the approval of the Architectural Control Committee.

ARTICLE FIVE

GENERAL PROVISIONS

Enforcement

5.01. The Declarant, any Owner, or an association of Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

5.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

5.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Declarant, the Owner of any Lot subject to this Declaration, or any association of Owners representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants,

conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75) percent of the Lot owners and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. No amendment shall be effective until recorded in the Real Property Records of Kerr County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Interpretation

5.04 The right is expressly reserved to the Declarant and the Architectural Control Committee and their successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed herein.

Witness my hand this the 24th day of June, 1996.


Reagan Lehmann

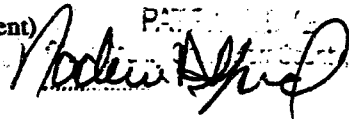
President, West Prong Ranch, L. L. C.

at 4:20 o'clock P.M.

JUN 23 1996

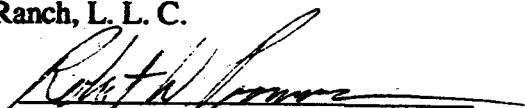
(Acknowledgment)

STATE OF TEXAS
COUNTY OF KERR


Notary Public, State of Texas

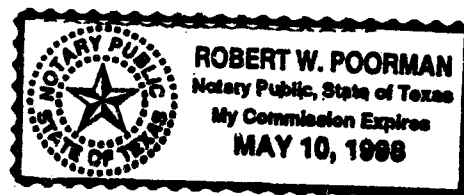
\$1900

This instrument was acknowledged before me on the 24th day of June, 1996 by Reagan Lehmann, President, West Prong Ranch, L. L. C.


Notary Public, State of Texas

RETURN TO: West Prong Ranch, L. L. C.
P. O. Box 1589
Kerrville, Texas 78029

Filed By
Kerrville Title Company



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 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 27 1996



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
 VOL *856* PG *350*

RECORDING DATE

JUN 27 1996



Patricia Dye
 COUNTY CLERK, KERR COUNTY

RECORDER'S NOTE
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