

MOUNTAIN RIDGE ESTATES RESTRICTIONS

Volume 916, Page 693 and Volume 918, Page 500, 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 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.
- Easements as per the plats recorded in Volume 3, Page 62 and Volume 6, Page 337, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 916, Page 693, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

6745

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MOUNTAIN RIDGE ESTATES

STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

M & M INVESTMENTS, Owner and Developer (hereinafter "Developer" or Declarant"), of MOUNTAIN RIDGE ESTATES, a subdivision of Kerr County, Texas appearing of record in Volume 8 , Page 337, Plat Records of Kerr County, Texas (hereinafter "Property"), hereby adopt, establish, promulgate, and impress upon such subdivision the following declaration of restrictions and covenants.

NOW, THEREFORE, WHEREAS, it is deemed to be in the best interest of Declarant, and of the persons who may purchase tracts from Declarant, that there be established and maintained a uniform plan for the improvements and maintenance of tracts in the subdivision.

NOW, THEREFORE, it is hereby declared that all of the Property described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants and conditions as hereinafter set forth, and, the Property shall be subject to restrictions set forth herein which shall run with the Property and be binding on all parties having an interest herein.

1. Enforcement. The Developer, or any owner, or the Commissioners Court of Kerr County, Texas, shall have the right to enforce, by any proceeding at law or in equity, all restrictions and conditions imposed by the provisions of this Declaration. Failure by the Developer, any owner, or the County Commissioners Court of Kerr County, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for three (3) successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the

Tract Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Tract Owners. Any amendment must be recorded. Each tract shall count as one vote. One owner may vote more than one vote if they own more than one tract.

3. Non-Commercial Use of Tracts. None of said tracts, or the improvements erected thereon, shall be used for any purpose other than a private family residence, with no more than one (1) single family dwelling per tract. No part of said land shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a tract owner from engaging in the raising of fruit, vegetables, orchards, gardens, or rendering professional services of a purely personal nature as long as such services do not attribute to the property, or any part thereof, any appearance of a commercial use. That portion of the property designated as "Well Lot" shall not be subject to the terms of this paragraph.

4. Construction of Buildings and Other Structures. Plans for all buildings and structures, prior to being placed on any tract, must be architecturally approved by the Developer, or Developer's successors and assigns. The Developer may delegate Developer's responsibilities for the controlled development of the subdivision to an Architectural Review Board. The first Architectural Review Board shall consist of three (3) tract owners appointed by the Developer. Each Board Member shall serve for three (3) years and be replaced by a tract owner selected by the retiring Member. If the retiring member does not select a replacement, the Developer, or Developer's assigns shall name a replacement. No used manufactured home, house or building may be placed on a tract. No manufactured home or site built home, of less than 1,100 square feet of heated and cooled space shall be permitted to be placed on a tract. All manufactured homes shall be two or more sections. All manufactured homes must be properly secured and skirted with material which matches the siding of the manufactured home, rock, or masonry within thirty (30) days after said manufactured home is moved onto the tract. All buildings shall be neat in appearance. Out buildings shall be located to the rear of the residence. Wood exteriors shall be stained or painted. Corrugated iron or other galvanized metal shall not be used for skirting, exterior walls, or roofs of any residence or outbuilding. All roofs must be constructed of standard wood, composition

shingles, enamel coated metal, or as otherwise approved by the Developer or the Architectural Review Board.

5. Temporary Structures. No structure of temporary character, garage, barn, shack or other outbuilding, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently. Campers, motor homes, and fifth (5th) wheel trailers that are stored on a tract must be located at least 50 feet to the rear of the residence, in a garage, or in a pole barn. Motor homes and fifth (5th) wheel trailers at least 25 feet long, may be used as a primary residence for a period not to exceed six (6) months while the construction of a home or site preparation is underway. After the residence is completed the motor home or fifth (5th) wheel trailer may be used as a secondary home for guests or relatives for a period not to exceed ten (10) days, per month. The motor home or fifth (5th) wheel trailer shall never be a permanent residence or rental property. Guests of a property owner traveling in a motor home or fifth (5th) wheel trailer at least 25 feet long may reside on the tract for a period not to exceed twenty (20) days, per month.

6. Setback Lines. The minimum depth of building setback lines from the roads fronting the tracts in Mountain Ridge Estates shall be not less than twenty-five (25') feet and not less than ten (10') feet from side tract lines. Any construction of roads, driveways or culverts within the main road easement shall be to Kerr County specifications. There can be no variations unless permission is granted in writing by the Commissioners Court of Kerr County, and the Developer or Architectural Review Board.

7. Animals. No commercial feed lots of any kind shall be permitted on any of the tracts. Household pets should be maintained in a sanitary and quiet manner. There shall be no more than three (3) animals, dogs, cats or combination per tract. All dogs and cats must be kept on a leash or within a fenced area.

8. Sanitation and Sewerage. No outdoor toilets shall be erected, placed or permitted to remain on any tract. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by government units having jurisdiction in such matters.

9. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon a tract until the owner is ready to commence improvements, and then such material shall be placed within the property line of the tract. No noxious or undesirable thing or use whatsoever shall be permitted on any tract. Absolutely no unused, abandoned or wrecked vehicles will be allowed on any tract in Mountain Ridge Estates. Two or more vehicles in disrepair placed on a tract for more than two weeks shall constitute a junk yard and be a violation of these Restrictions. The discharge of firearms is forbidden.

10. Signs. No sign or advertising device may be displayed on any tract, except in the event of sale. There may be one "For Sale" sign containing no more than five (5) square feet. This does not apply to the initial sale of the tracts by the Developer or the Developer's assigns.

11. Subdividing. No tract in this development may be further subdivided without the consent of the Commissioners Court of Kerr County and the Developer, or the Architectural Review Board, if there is such a Board in existence.

12. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of the Developer, or any owner, to seek enforcement of any term or provision constitute a waiver of any right to do so in the future of the validity of enforceability of such term or provision.

13. Interpretation. The right is exclusively and expressly reserved to the Developer, and the Developer's 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 in paragraph 1 above. The Developer, and the Developer's assigns, reserve the right to grant exceptions and variances to these restrictions. If there is an Architectural Review Board, then that Board's permission would also need to be granted.

14. Abatement and Removal of Violation. Violation of any restriction

or condition or breach of any covenant herein contained shall give the Developer, or the Developer's agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Tract owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

15. Sanitary Sewage Easement. Tracts number 14 and 15 have a water/sewer easement (Tract 14) and a usable water well (Tract 15); therefore, no septic tank or lateral lines may be placed within one hundred fifty (150) feet of this well. This sanitary sewer easement shall be imposed on all tracts within a 150 foot radius of the well, for the benefit of the "Well Lot", as long as it is operational and/or is required by any governmental agency.

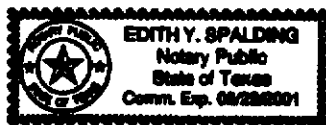
16. Deviation. No deviation, of any kind, shall be permitted from these restrictions unless permission is granted in writing by the Developer.

M & M INVESTMENTS, A TEXAS GENERAL PARTNERSHIP

BY: Michael E. Tuck
MICHAEL E. TUCK, MANAGING PARTNER

STATE OF TEXAS *
*
COUNTY OF KERR *

This instrument was acknowledged before me on the 11th day of September, 1997, by MICHAEL E. TUCK, Managing Partner of M & M INVESTMENTS, a Texas General Partnership, on behalf of said Partnership.



Edith Y. Spalding
Notary Public, State of Texas
My Commission Expires:
Edith Y. Spalding
Notary's Typed/Printed Name

AFTER RECORDING RETURN TO:

M & M Investments ✓
P. O. Box 2135
Kerrville, Texas 78029-2135

FILED FOR RECORD
at 3:42 o'clock P.M.

SEP 16 1997

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Deputy

11⁰⁰ + 5⁰⁰ + 1⁰⁰

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.

RECORD REAL PROPERTY
VOL 916 PG 693
RECORDING DATE

SEP 17 1997



Patricia Dye
COUNTY CLERK, HARRIS COUNTY, TEXAS

Provision herein which states the only, actual or true of the described prop-
erty because of error or omission is invalid and unenforceable under Federal Law
(THE STATE OF TEXAS)
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records Division
on the 17th day of the month of September 1997 and was duly RECORDED
in the Official Public Records of Harris County, Texas on

SEP 17 1997



Patricia Dye
COUNTY CLERK, HARRIS COUNTY, TEXAS

7068

FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MOUNTAIN RIDGE ESTATES

STATE OF TEXAS
COUNTY OF KERR

*
* KNOW ALL MEN BY THESE PRESENTS:
*

WHEREAS, M & M INVESTMENTS, a Texas General Partnership, composed of MICHAEL E. TUCK and MARK PITTMAN (hereinafter "Declarant"), who is the sole owner of all the lots located in Mountain Ridge Estates, a subdivision of Kerr County, Texas, filed of record in Volume 6, Page 337, of the Plat Records of Kerr County, Texas (hereinafter "Property"); and,

WHEREAS, the Declarant now owns all of the above Property, and now wishes to make the Property subject to certain amended protective covenants and restrictions.

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, transferred, sold and conveyed, subject to the covenants, conditions and restrictions as hereinafter set forth, which shall run with the Property and be binding on all parties having an interest therein.

The First Amended Declaration Of Covenants And Restrictions (hereinafter "First Amended Declaration") shall supercede and take the place of the previous Declaration Of Covenants And Restrictions (hereinafter "Declaration") filed of record in Volume 916, Page 693 of the Real Property Records of Kerr County, Texas. This First Amended Declaration shall not, however, affect the validity or enforceability of the previous Declaration Of Covenants And Restrictions during the time in which they were in effect.

Paragraph 5 of the Declaration is modified and amended to read as follows:

"5. Temporary Structures. No structure of temporary character, garage, barn, shack or other outbuilding, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently. Campers, motor homes, and fifth (5th) wheel trailers that are stored on a tract must be located at least 50 feet to the rear of the residence, or if located closer than 50 feet to the rear of the residence, then it must be stored in a garage, or in a pole

barn. Motor homes and fifth (5th) wheel trailers at least 25 feet long, may be used as a primary residence for a period not to exceed six (6) months while the construction of a home or site preparation is underway. After the residence is completed the motor home or fifth (5th) wheel trailer may be used as a secondary home for guests or relatives for a period not to exceed ten (10) days, per month. The motor home or fifth (5th) wheel trailer shall never be a permanent residence or rental property. Guests of a property owner traveling in a motor home or fifth (5th) wheel trailer at least 25 feet long may reside on the tract for a period not to exceed twenty (20) days, per month."

Except as further modified and amended herein, each of the covenants and restrictions of the previous Declaration shall continue in full force and effect as originally written, and the Declaration, as further amended hereby, is hereby in all respects ratified, adopted and confirmed by the undersigned.

The provisions of this First Amended Declaration shall extend to and be binding upon each Lot Owner and his or her respective heirs, legal representatives and assigns.

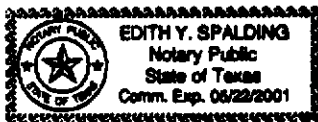
Executed this 24th day of September, 1997.

M & M INVESTMENTS, A TEXAS GENERAL PARTNERSHIP

BY: Michael E. Tuck
MICHAEL E. TUCK, MANAGING PARTNER

STATE OF TEXAS *
*
COUNTY OF KERR *

This instrument was acknowledged before me on the 24th day of September, 1997, by MICHAEL E. TUCK, Managing Partner of M & M INVESTMENTS, a Texas General Partnership, on behalf of said Partnership.



Edith Y. Spalding
Notary Public, State of Texas
My Commission Expires: 6/22/2001
Edith Y. Spalding
Notary's Typed/Printed Name

AFTER RECORDING RETURN TO:

M & M Investments ✓
1600 Harper Rd., Suite 109
Kerrville, Texas 78028

FILED FOR RECORD
at 2:05 o'clock P M

SEP 30 1997

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Patricia Dye Deputy

RECORD Real Property
VOL 918 PG 500
RECORDING DATE

OCT 01 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY

Persons herein which record the sale, lease or use of the described prop-
erty because of error or omission 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 01 1997



Patricia Dye
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.