

## TREASURE HILLS RESTRICTIONS

Volume 296, Page 333, Deed Records of Kerr County, Texas; Volume 1361, Page 592, Real Property Records of Kerr County, Texas; Volume 1709, Page 576, Official Public 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

- Minerals conveyed by Grantor, as described in Royalty Deed from Harry Williams and wife, Ella Williams to Joe Wimberley and Eugene Althaus, dated April 24, 1929, recorded in Volume 5, Page 5, Oil and Gas Lease 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.
- Easement dated June 24, 1977 to Kerrville Telephone Company, recorded in Volume 9, Page 361, Easement Records of Kerr County, Texas. (As per Tract 1 only)
- Easement notarized on April 6, 1983 to Kerrville Telephone Company, recorded in Volume 16, Page 514, Easement Records of Kerr County, Texas. (as per Tr. 18 or 20 only)
- Road and Utility Easements as per the Plat recorded in Volume 5, Page 50, Plat Records of Kerr County, Texas. (OR Volume 5, Page 397, Plat Records of Kerr County, Texas ON LOTS 1, 15, 17, 18, 19, 21, 23 & 29 ONLY)
- Annual assessments and/or current maintenance charges as set forth in instrument dated May 8, 1984, recorded in Volume 296, Page 333, Deed Records of Kerr County, Texas; said Declaration having been amended by Amendment recorded in Volume 1361, Page 592, 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 for min reservation",IN1,6}, Page {PR,"insert page for min reservation",IN1,6}, {PR,"insert record type for 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.
- Bylaws of Treasure Hills Ranch Homeowners Association, Inc., approved June 21, 2004, and filed on January 28, 2013, under File No. 13-0666, Official Public Records of Kerr County, Texas; Amendments To By-Laws of Treasure Hills Ranch filed on March 14, 2014, under File No. 14-01446, Official Public Records of Kerr County, Texas.
- Treasure Hills Ranch Homeowners Association, Inc. Policy Regarding Alternative Regular or Special Assessment Payment Plan approved February 11, 2013, and filed on February 19, 2013, under File No. 13-01213, Official Public Records of Kerr County, Texas;
- Policy Regarding Records Retention, Inspection & Production filed on February 19, 2013, under File No. 13-01214, Official Public Records of Kerr County, Texas; Policy Regarding Records Retention filed on March 14, 2014, under File No. 14-01447, Official Public Records of Kerr County, Texas.

CERTIFICATE OF AUTHENTICATION

THE STATE OF TEXAS: I, the undersigned authority, a Notary Public, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the Public Records of said County, Texas, on the 11th day of March, 1984.

*Notary Public*  
Notary Public for the State of Texas  
My Commission Expires August 11, 1984

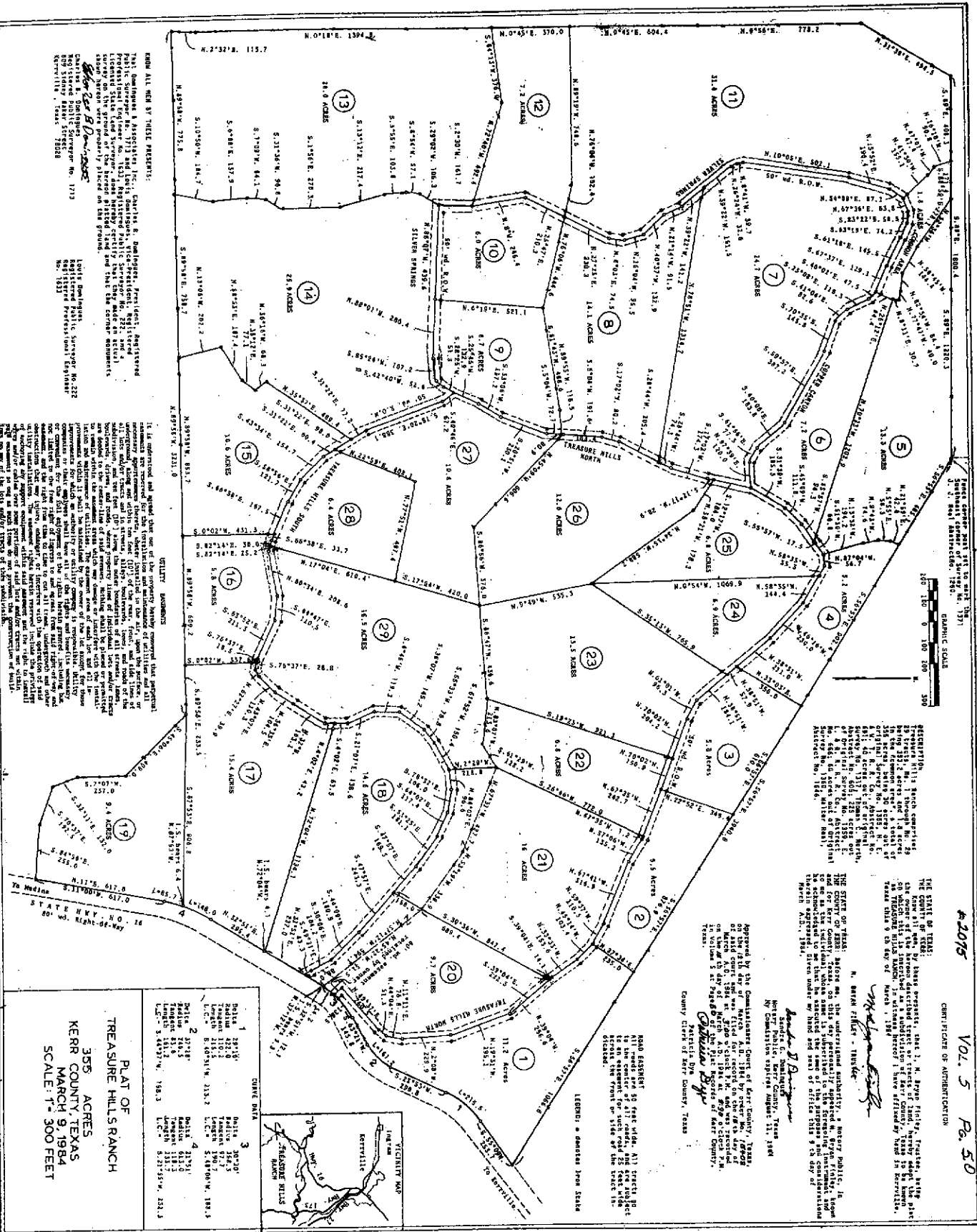
THE STATE OF TEXAS: I, the undersigned authority, a Notary Public, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the Public Records of said County, Texas, on the 11th day of March, 1984.

*Notary Public*  
Notary Public for the State of Texas  
My Commission Expires August 11, 1984

Approved by the Commissioners Court of Kerr County, Texas, on the 11th day of March, 1984, at 2:00 o'clock P.M., and was recorded in the Public Records of said County, Texas, on the 11th day of March, 1984, at 2:00 o'clock P.M., and was recorded in the Public Records of said County, Texas, on the 11th day of March, 1984, at 2:00 o'clock P.M.

County Clerk of Kerr County, Texas

NOTICE: This plat is subject to the provisions of the Act of the Legislature of the State of Texas, passed September 1, 1907, and amended, which provides that any plat of land which is not recorded in the Public Records of the County in which the land is situated, shall be void.



PLAT OF  
TREASURE HILLS RANCH  
355 ACRES  
KERR COUNTY, TEXAS  
MARCH 9, 1984  
SCALE: 1" = 300 FEET

3853

DECLARATION OF RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS I  
COUNTY OF KERR I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, M. BRYAN FINLEY, TRUSTEE is the owner of all that certain real property located in Kerr County, Texas, described as follows:

TREASURE HILLS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 5, Page 50, Plat Records of Kerr County, Texas, to which reference is here made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW, THEREFORE, IT IS 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 enhancing and protecting the permanent value and the desirability of, to promote and protect the rights of the people to PRIVATE OWNERSHIP OF LAND, and which shall run with, the real property and shall be binding upon all parties having any rights, 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.

1. The property shall be used primarily for residential purposes.
2. There shall be no commercial hunting conducted or allowed on the property.
3. Recreational hunting by a property owner or immediate family members of a property owner is permissible on tracts which are ten (10) acres or larger in size.
4. The property shall not be used for business purposes of any character nor shall the same be used for any commercial or manufacturing purpose.
5. No part of the property may be used for illegal or immoral purposes and alcoholic beverages or other intoxicants may not be sold on any part of the property.
6. No trash, garbage, construction debris or other refuse may be dumped or disposed of or allowed to remain upon any tract vacant or otherwise, except in sanitary containers and all incinerators and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. No automobile, truck, trailer or other vehicle shall be abandoned on the property and no noxious or undesirable things or use whatsoever shall be permitted on any part of the property.
8. The Architectural Control Committee named herein shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.
9. All sewage disposal systems or other sanitary systems constructed on the property shall be built and placed in full compliance with regulations and specifications of all governmental agencies having jurisdiction thereof.

10. No disposal of any kind shall be allowed that would pollute any stream or body of water or which would otherwise be unsightly, offensive or otherwise adversely affect the natural beauty and value of the property.

11. No structure of a temporary character, trailer, bus, recreational vehicle, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence. The Architectural Control Committee shall have authority to grant permission to a property owner to temporarily place a motor home, recreational vehicle or travel trailer on the property.

12. Mobile homes or manufactured homes shall not be allowed on the property.

13. No more than one single family residence with the usual and customary accessories and outbuildings shall be constructed on each lot or tract within the subdivision. Each residence shall contain a minimum of 1,400 square feet of living area, exclusive of porches, garages, carport or other appendages, and each residence shall contain at least two (2) bathrooms and a carport or garage having a capacity of not less than two (2) standard size automobiles.

14. All residences, buildings and structures shall be of new construction and architecturally in harmony with the property and other residences, buildings and structures thereon. All such residences, building and other structures must be approved by the Architectural Control Committee as therein provided.

15. There is hereby established an Architectural Control Committee, sometimes referred to herein as the "Committee". The Committee shall determine if the plans and specifications for any residence, building, fence or other structure on any part of the property meets the requirements of these restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development on the property as the Committee may establish. No construction or any improvements may begin until a plot, plan and plans and specifications have been approved by the Committee.

The Architectural Control Committee shall be comprised of no less than three (3) and no more than five (5) members and shall be appointed by Seller until such time as seventy-five per cent (75%) of the acreage which comprises the property has been sold. When seventy-five per cent (75%) of the acreage comprising the property has been sold, Seller shall no longer appoint the Committee and such Committee shall then be composed of a committee appointed by the Board of Directors of the Property Owners Association, and they shall thereafter be vested with all of the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to this provision.

The Committee is authorized to establish additional rules and regulations for the property, the activities being conducted thereon, the improvements to be constructed thereon and the use thereof, not inconsistent with the provisions hereof, and the same shall be enforced during the same manner as provided herein. The Committee may approve any variance from any provision or term thereof upon written application for same. The decision of the Committee shall be absolutely binding upon all purchasers and the Applicant for a variance.

16. All fences and the material with which they are constructed must be approved by the Architectural Control Committee.

17. No berms, dams or other impediment structures may be constructed which stops or otherwise impede the natural flow of water in creeks or streams on the property.

18. A purchaser may re-subdivide any of the tracts or lots comprising the property provided that such re-subdivision does not result in any tract being less than five (5) acres in size.

19. The raising or keeping of swine or hogs on the property is prohibited. Cattle, sheep, goats or other livestock or their offsprings may only be kept on the property if the same are being raised in the conjunction with 4H, FFA, or similar programs and approved by the Architectural Control Committee or otherwise approved by the Architectural Control Committee. A purchaser may keep not more than two (2) horses for each five (5) acres owned by such purchaser. All cattle, sheep, goats, horses or other livestock allowed on the property under the terms of these Restrictions must be maintained within proper fences, pens, corrals and/or barns and under such conditions as may be designated and approved by the Architectural Control Committee. Domestic pets may be kept on the property provided that the same are maintained within an approved enclosure or controlled on a leash or similar restraint.

20. A Property Owners Association comprised of all owners of the property within the subdivision shall be formed. A majority of the Directors of such Property Owners Association shall be appointed by Seller until seventy-five per cent (75%) of the acreage which comprises the property or subsection is sold. After seventy-five per cent (75%) of the acreage comprising the subdivision is sold, the Directors of the Property Owners Association shall be elected by the owners of property in the subdivision with each property owner having one (1) vote, or proportionate fraction thereof, for each acre, or proportionate fraction thereof, owned in the subdivision. The Property Owners Association shall be governed by By-Laws as may be adopted by the property owners.

21. All property owners shall be obligated to pay assessments imposed upon them by the Property Owners Association to meet the expenses of maintaining and improving roads and gates and maintaining any common areas or property and other expenses of the Property Owners Association. Such assessments shall be made in the manner and at the time as may be specified in the By-Laws of the Property Owners Association. Any assessment so made and not paid in accordance with these provisions or the By-Laws of the Association shall bear interest at the rate of Ten per cent (10%) per annum and shall constitute a lien upon the property against which the same is assessed.

22. Seller, the Architectural Control Committee and every other person, firm or corporation having any right, title or interest in any part of the property shall have the right to prevent the violation of any restriction or restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation or violations, such damages to include Court costs and reasonable attorney fees.

These covenants and restrictions are to run with the land and shall be binding on each and every owner, and such owner's heirs, personal representatives, successors and assigns and all person claiming under each such owner until January 1, 1999, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. The record owners of legal title of fifty-one per cent (51%) of the acreage comprising the property as shown by the Deed Records of Kerr County,

Texas, may amend or change said covenants and restrictions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

EXECUTED this 8<sup>th</sup> day of May, 1984.

*M. Bryan Finley*  
M. BRYAN FINLEY, TRUSTEE

THE STATE OF TEXAS I

COUNTY OF KERR I

BEFORE ME, the undersigned authority, on this day personally appeared M. BRYAN FINLEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 8<sup>th</sup> day of May, 1984.



*Kathy P. Lackey*  
Notary Public, The State of Texas

*Kathy P. Lackey*  
My Commission Expires: 2-22-88

-4-

3853,  
Restriction  
Hessner Hills Ranch  
20  
The Public

FILED FOR RECORD  
4:29 PM

MAY 11 1984

PATRICIA DYE  
Clerk County Clerk, Kerr County, Texas  
By *[Signature]*

Received by  
M. Bryan Finley  
611 S. Hwy 121  
Kerrville, Texas 78601

Filed for record May 11, 1984 at 4:29 PM  
Recorded May 17, 1984  
PATRICIA DYE, Clerk

By *Mary C. [Signature]* Deputy

05429

AMENDMENT  
TO  
DECLARATION OF RESTRICTIONS AND COVENANTS  
TREASURE HILLS RANCH

The undersigned hereby amend the DECLARATION OF RESTRICTIONS AND COVENANTS executed on the 8<sup>th</sup> day of May, 1984, and recorded in Vol. 296, Page 333, Real Property Records, Kerr County, Texas (the "Declaration").

WITNESSETH:

1. There has been incorporated under the laws of the State of Texas, a non-profit corporation, TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC. (the "Association").

2. Paragraph 20 of the Declaration shall be amended to provide that the Association has been formed and that the Bylaws shall be as adopted and amended by the Owners who own a majority of the Ranches within the Property (Property") encumbered by the Declaration (which Ranches are hereby defined as the Lots owned by such Owners shown on the plat of the Property which are contiguous, i.e. non-contiguous Lots shall be separate Ranches).

Executed as of June 9, 2004, by the Association in confirmation that the foregoing Amendment has been adopted and approved by the record owners of legal title of 51% of the acreage comprising the Property encumbered by the Declaration whose signatures are attached hereto and made a part hereof for all purposes.

TREASURE HILLS RANCH  
HOMEOWNERS ASSOCIATION, INC.

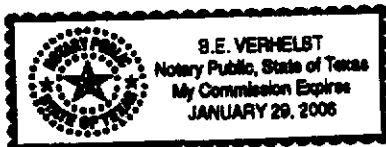
BY: Jack E. Cockrell  
Director

BY: William B. Gartz  
Director

BY: Richard P. Gallagher  
Director

THE STATE OF TEXAS     §  
COUNTY OF KERR       §

5  
5  
1  
5  
This instrument was acknowledged before me on this 9<sup>TH</sup> day of June, 2004,  
by Jack E. Cockrell, William B. Gartz,  
and Richard P. Gallagher, Directors of TREASURE HILLS RANCH  
HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation.



S.E. Verhelst  
Notary Public, State of Texas

Return To Richard Gallagher (D Gallagher)  
✓ 164 Tresson Hills Rd.  
Kerrville, TX. 78028

FILED FOR RECORD  
at 2:30 o'clock P.M.

JUN 09 2004

JANNETT PIEPER

Clerk County Court, Kerr County, Texas  
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

JUN 10 2004



Jannett Pieper  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL.

Bea L. Pieper  
1361 PG 592

RECORDING DATE

JUN 10 2004



Jannett Pieper  
COUNTY CLERK, KERR COUNTY, TEXAS



**AMENDMENT  
TO  
DECLARATION OF RESTRICTIONS AND COVENANTS  
TREASURE HILLS RANCH**

The undersigned hereby amend the DECLARATION OF RESTRICTIONS AND COVENANTS executed on the 8<sup>th</sup> day of May, 1984, and recorded in Vol. 296, Page 333, Real Property Records, Kerr County, Texas (the "Declaration") for Treasure Hills Ranch, a subdivision recorded in Volume 5, Page 50, Plat Records, Kerr County, Texas (herein referred to as the "Treasure Hills Ranch" or the "Subdivision").

**WITNESSETH:**

1. Paragraph 20 of the Declaration shall be amended to provide that the Directors of the Association shall be elected by vote of the Owners of the Ranches in Treasure Hills Ranch with one (1) vote per Owner of each Ranch, and after such amendment the referenced paragraph 20 shall read as follows:

"20. A Property Owners Association comprised of all owners of the property within the Subdivision has been formed. The Directors of the Property Owners Association shall be elected by the owners of property in the Subdivision with each owner having one (1) vote for each Ranch within the Subdivision. The Property Owners Association shall be governed by Bylaws as adopted and amended by the owners of a majority of the Ranches. Ranches as used in the Declaration shall mean the contiguous Lots and Ranches of an Owner(s) as shown on the plat of the Subdivision, i.e., non-contiguous Ranches shall be separate Ranches."

2. Paragraph 22 of the Declaration shall be amended to reflect a vote of 80% of the Owners of the Ranches in Treasure Hills Ranch and after giving effect to such amendment the referenced paragraph 22 shall read as follows:

"22. Seller, the Architectural Control Committee and every other person, firm or corporation having any right, title or interest in any part of the property shall have the right to prevent the violation of any restriction or restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation or violations, such damages to include court costs and reasonable attorney fees. These covenants and restrictions are to run with the land and Subdivision and shall be binding on each and every Owner, and such Owner's heirs, personal representatives, successors and assigns, and all persons claiming under each such Owner until January 1, 1999, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. The record Owners of legal title of 80% of the Ranches may amend or change said covenants and restrictions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record Owners and the recording of same in the office of the County Clerk of Kerr County, Texas."

Executed as of Dec 9, 2008, by the Association in confirmation that the foregoing Amendment has been adopted and approved by the record owners of legal title of 51%

of the acreage comprising the Subdivision encumbered by the Declaration whose signatures are attached hereto and made a part hereof for all purposes.

TREASURE HILLS RANCH  
HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]  
Director

BY: [Signature]  
Director

BY: [Signature]  
Director

THE STATE OF TEXAS §  
COUNTY OF KERR §

This instrument was acknowledged before me on this 9 day of December, 2008,  
by Jana Hughes, Donald Lambert,  
and Ronald Simonetti, Directors of TREASURE HILLS RANCH  
HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation.



Kendra M Way  
Notary Public, State of Texas

We, the undersigned members of Treasure Hills Ranch Homeowner's Association, respectfully request that the Directors of the Association withdraw the proposed changes to the Covenants and Restrictions and the Bylaws of The Association with the exception of the current Covenants and Restrictions number 22 which may be amended to reflect a 80% vote of the Owners of the Ranches within the property. Additionally, the current restriction number 20 may also be amended to reflect a one (1) vote per Owner of each Ranch within the Property for the election of Directors of the Association.

We would also request that no further changes to either of these documents be proposed before 2010.

Signature & Acreage

Signature & Acreage

J. Huie 12.7

James Huie 13.7

A. B. Daniel 64.5

E. W. Daniel 6.2

W. Dinwiddie 6.8

W. Dinwiddie 13.57

R. Gallagher 8.2

Joseph R. Paquin 7.2

T. B. Hall 5.8

Lucy R. Paquin 6.2

W. Carlitz 13.8

Deborah J. Flynn 5.0

W. Carlitz 14.0

Jack Cochrill 10.2

W. Carlitz 7.3

Walter R. Schmidt 6.2

W. Carlitz 5.5

W. Carlitz 10.6

W. Carlitz 10.6

W. Carlitz 7.3

W. Carlitz 7.3

W. Carlitz 7.3

FILED BY & RETURN TO:

VOL. 1709 PAGE 0579

JOHN HUGHES  
357 TREASURE HILLS RD  
KERRVILLE, TX 78028

FILED AND RECORDED  
At 2:15 o'clock P M  
STATE OF TEXAS  
COUNTY OF KERR



DEC 09 2008

I hereby certify that this instrument was filed in the file numbered  
sequence on the date and time stamped hereon by me and was duly  
recorded in the Official Public Records of Kerr County Texas.

Jannet Pieper, Kerr County Clerk

By [Signature] Deputy