

HIDDEN VALLEY 1

RESTRICTIONS

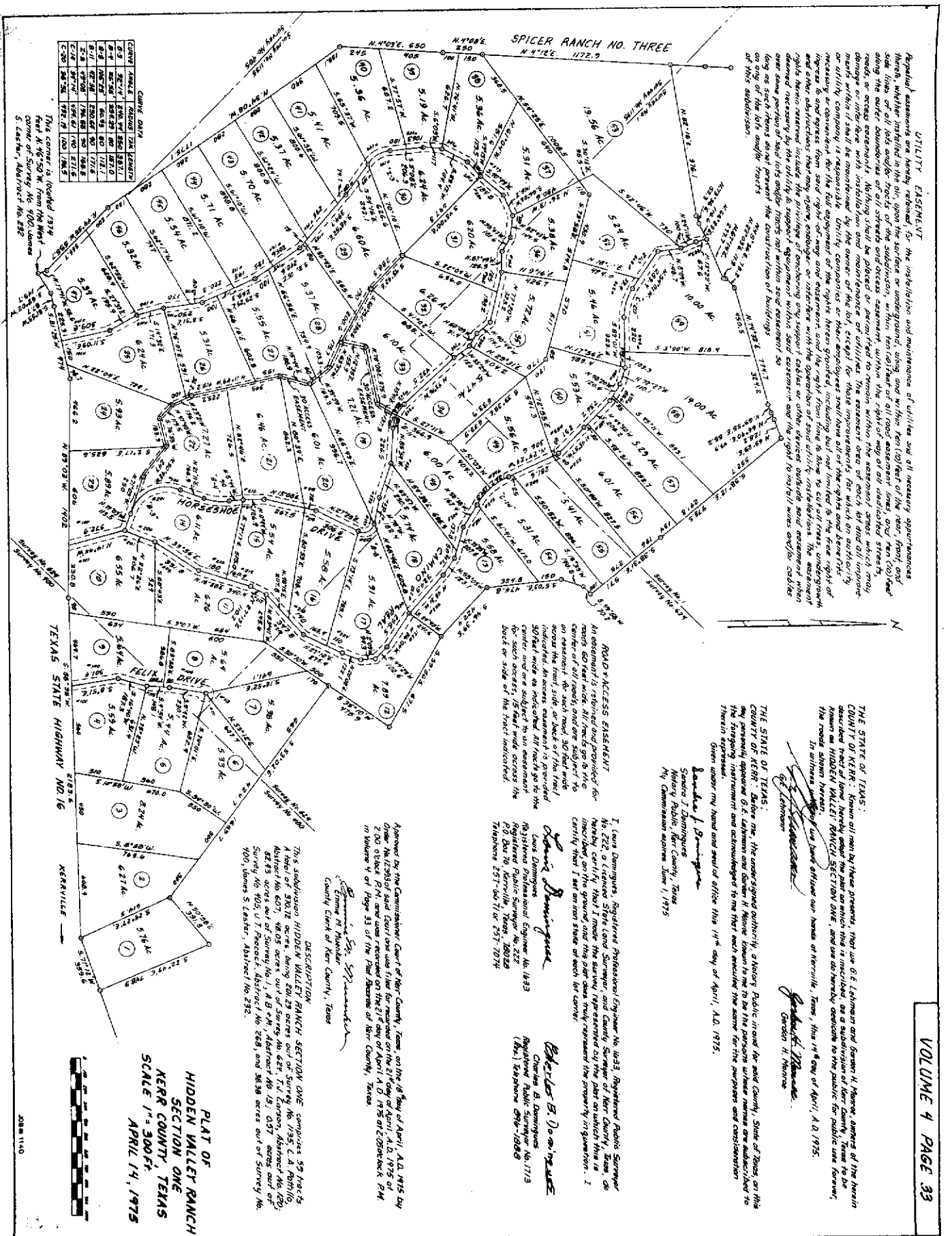
Volume 191, Page 401, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. (FOR LOTS 12, 13, N 1/2 OF 48, 49-59-SECTION ONE & TR 60-110, SECTION TWO)

Volume 191, Page 405, Deed 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. (FOR LOTS 1-11, 14-47, S 1/2 OF 48-SECTION ONE ONLY)

OTHER EXCEPTIONS

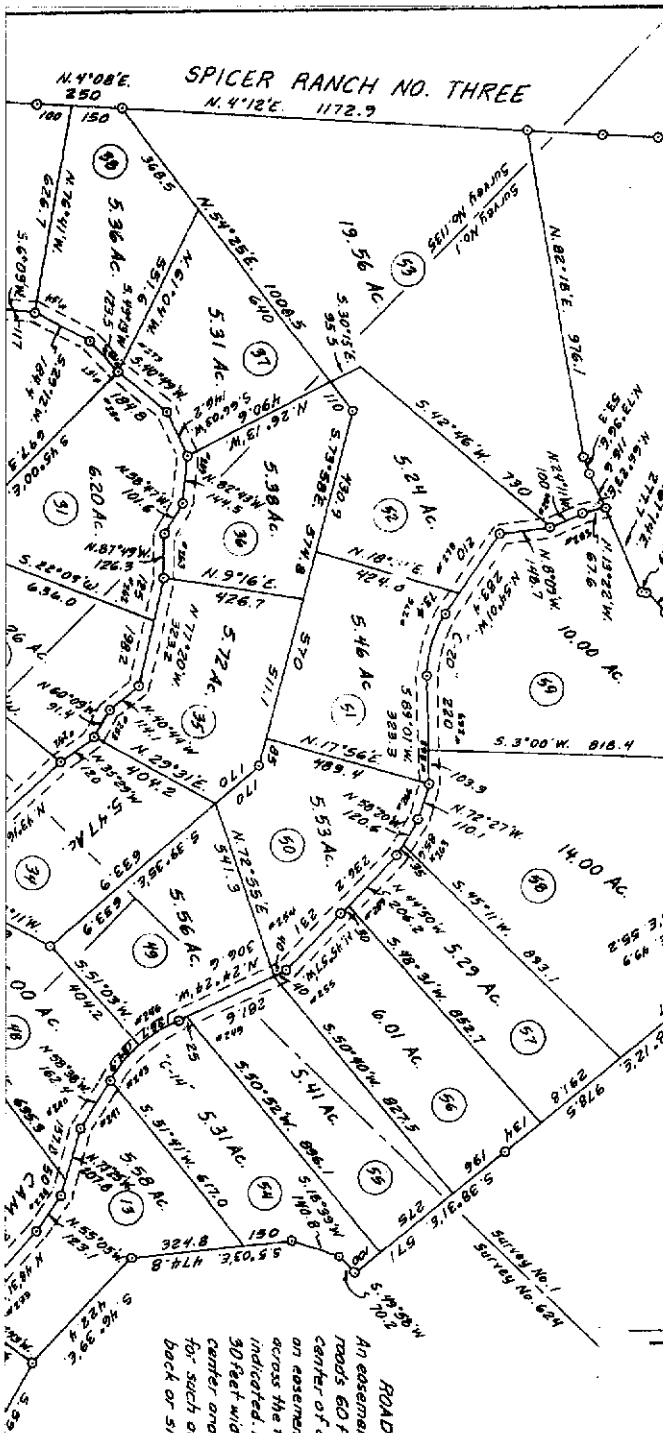
- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Felix R. Real, Sr., and wife, Esther R. Real to Felix R. Real, Jr. and wife, Lillian Stieler Real, dated February 3, 1964, recorded in Volume 117, Page 414, Deed Records of Kerr County, Texas, reference 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.
- Road and Utility Easements as per the Plat recorded in Volume 4, Page 33, Plat Records of Kerr County, Texas. (Section One only)
- Easement to Bandera Electric Cooperative, Inc., dated November 21, 1975, recorded in Volume 8, Page 639, Easement Records of Kerr County, Texas. (Section One only)
- Easements per the Restrictions recorded in Volume 191, Page 405, Deed Records of Kerr County, Texas. (Lots 1-11, 14-47, S 1/2 of 48, Section One)
- Annual assessments and/or current maintenance charges as set forth in instrument dated September 20, 1976, recorded in Volume 191, Page 401, Deed Records of Kerr County, Texas. (Lots 12,13,N 1/2 of 48, 49-59, Section One)
- Annual assessments and/or current maintenance charges as set forth in instrument dated September 20, 1976, recorded in Volume 191, Page 405, Deed Records of Kerr County, Texas. (Lots 1-11,14-47, S 1/2 of 48, Section One)
- Undivided non-participating royalty interest, reserved by Grantor as described in instrument from {PR,"insert grantor name of first deed",ST1,7} to {PR,"insert grantee name for first deed",ST1,6}, dated {PR,"insert date of first deed",DT2,6}, recorded in Volume {PR,"insert volume number of first deed",IN1,6}, Page {PR,"insert page number of first deed",IN1,6}, {PR,"insert record type of first deed",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 the aforesaid instrument.
- An undivided non-participating royalty interest, reserved by Grantor as described in Mineral Deed from Lavern D. Harris, Trustee to Lehmann Partners, Ltd. and Monroe Partners, Ltd., dated August 27, 1990, recorded in Volume 561, Page 524, Real Property Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Any visible and/or apparent roadways or easements over or across the subject property.

Rights of Parties in P



UTILITY EASEMENT

Perpetual easements are hereby retained, for the installation and maintenance of utilities and all necessary appurtenances thereon, whether installed in the air, upon the surface or underground, along and within ten (10) feet of the rear, front and side lines of all lots and/or tracts of the subdivision, within ten (10) feet of all road easement lines, and ten (10) feet along the outer boundaries of all streets and access easements, within the right of way of all dedicated streets, roads, or access easements. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portion of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.



ROAD ACCESS EASEMENT
An easement is retained and provided for roads 60 feet wide. All tracts go to the center of all roads, and are subject to an easement for such road, 30 feet wide across the front, side, or back of the tract indicated. An access easement is provided 30 feet wide as indicated. All tracts go to the center and are subject to an easement for such access, 15 feet wide across the back or side of the tract indicated.

I, Louis Dominguez, No. 222, a licen hereby certify inscribed on this, certify that I am
Louis Dominguez
Registered Pub
P.O. Box 10, Ker
Telephone 257

THE STATE OF TEXAS:
COUNTY OF KERR: Known all men by these described tract of land, hereby accept the known as HIDDEN VALLEY RANCH SECT the roads shown hereon.
In witness whereof we have affix
G.C. Lehmann
THE STATE OF TEXAS:
COUNTY OF KERR: Before me, the unders day personally appeared G.C. Lehmann and Got the foregoing instrument and acknowledges therein expressed.
Given under my hand and seal of c
Sandra J. Dominguez
Notary Public, Kerr County,
My Commission expires June

764675

RESTRICTIONS
HIDDEN VALLEY RANCH
KERR COUNTY, TEXAS

VOL. 191 PAGE 401

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ENERGY/LAND, INC., a Texas corporation, having its principal place of business in Kerr County, Texas, hereinafter referred to and identified as "Owner" and sometimes as "Developer", is the owner of the tracts of land in Kerr County, Texas, said tracts of land comprising the following:

TRACT NO. ONE:

All of Tract No. 12, Tract No. 13, the North one-half (1/2) of Tract No. 48, Tract No. 49, Tract No. 50, Tract No. 51, Tract No. 52, Tract No. 53, Tract No. 54, Tract No. 55, Tract No. 56, Tract No. 57, Tract No. 58 and Tract No. 59, of Hidden Valley Ranch Section One, a subdivision to Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 33 of the Plat Records of Kerr County, Texas.

TRACT NO. TWO:

All of Tracts Nos. 60 thru 110 inclusive, comprising all of Hidden Valley Ranch Section Two, a subdivision to Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 39, of the Plat Records of Kerr County, Texas.

WHEREAS, it is deemed to be to the best interest of the above described Owner (Developer) and of the persons who may purchase lots described in and covered by the above mentioned plats that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and,

WHEREAS, it is desirable that such restrictions applying to that part of Hidden Valley Ranch Section One as described above and all of Hidden Valley Ranch Section Two, be put of record,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owner (Developer) does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on Owner and all persons acquiring title under it until January 1, 1994, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said subdivisions it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owner, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. The above said property herein shall not be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purposes.
2. No automobile, truck, trailer, or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.
3. No tent or shack shall be placed, erected, or permitted to remain on this property, nor shall any structure of a temporary character, including travel trailers, be used as a residence thereon.

4. Mobile homes of not less than 350 square feet shall be permitted to be placed on the property provided it is not more than five (5) years old and in good repair.

5. Any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.

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

7. No swine shall be allowed.

8. An easement of ten (10) feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys and fixtures for electric and telephone lines and to trim trees which at any time may interfere or threaten to interfere with maintenance of such lines, with right of ingress to and egress from and across said premises to employees of utilities owning such lines.

9. No tract may be subdivided into less than 2-1/2 acres without permission of the developers in writing.

10. No water may be removed from West Creek or any other stream of water located on Hidden Valley Ranch for any purpose.

11. Since public road maintenance in this development is of importance to all property owners, Owner is hereby authorized to maintain such roads for the common good and to charge each property owner a fee of \$4.00 per acre per year. Such charge shall not be more than \$50.00 per tract per year and only for such period of time until roads are accepted for maintenance by the County. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date)

shall become a bona fide lien against the above described tract, which lien shall be second and subordinate only to any lien held by a bank, savings and loan association or other lending institution for the purchase price of a tract of land or improvements made thereon. Road maintenance charges do not apply to tracts fronting only on state or county maintained roads.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and its corporate seal affixed, this 26th day of Sept., A.D. 1976



ATTEST:

[Signature]

ENERGY/LAND, INC.

By [Signature]
L. M. YOUNG
President

THE STATE OF TEXAS S

COUNTY OF TAYLOR S

BEFORE ME, the undersigned authority, on this day personally appeared L. M. Young, President, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of Sept., A.D. 1976.



[Signature]
Notary Public in and for
Taylor County, Texas

FILED FOR RECORD

at 2:15 o'clock P. M.

OCT 15 1976

EMME M. MUENKER
Clerk, County Court, Taylor County, Texas
[Signature] Deputy

-4-

Filed for record October 15, 1976 at 2:15 o'clock P. M.
Recorded October 19, 1976
EMME M. MUENKER, Clerk

By [Signature] Deputy

764676

RESTRICTIONS
HIDDEN VALLEY RANCH
KERR COUNTY, TEXAS

VOL. 7/ PAGE 405-

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

WHEREAS, ENERGY/LAND, INC., a Texas corporation, having its principal place of business in Kerr County, Texas, hereinafter referred to and identified as "Owner" and sometimes as "Developer", is the owner of the tracts of land in Kerr County, Texas, said tracts of land comprising all of Tract No. 1, Tract No. 2, Tract No. 3, Tract No. 4, Tract No. 5, Tract No. 6, Tract No. 7, Tract No. 8, Tract No. 9, Tract No. 10, Tract No. 11, Tract No. 14, Tract No. 15, Tract No. 16, Tract No. 17, Tract No. 18, Tract No. 19, Tract No. 20, Tract No. 21, Tract No. 22, Tract No. 23, Tract No. 24, Tract No. 25, Tract No. 26, Tract No. 27, Tract No. 28, Tract No. 29, Tract No. 30, Tract No. 31, Tract No. 32, Tract No. 33, Tract No. 34, Tract No. 35, Tract No. 36, Tract No. 37, Tract No. 38, Tract No. 39, Tract No. 40, Tract No. 41, Tract No. 42, Tract No. 43, Tract No. 44, Tract No. 45, Tract No. 46, Tract No. 47, and the South one-half (1/2) of Tract No. 48, of Hidden Valley Ranch Section One, a subdivision to Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 33 of the Plat Records of Kerr County, Texas, and

WHEREAS, it is deemed to be to the best interest of the above described Owner (Developer) and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and,

WHEREAS, it is desirable that such restrictions applying to that part of Hidden Valley Ranch Section One as described above be put of record,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owner (Developer) does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on Owner and all persons acquiring title under it until January 1, 1994, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said subdivisions it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owner, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. The above said property herein shall not be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purposes.
2. No automobile, truck, trailer, or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.
3. No mobile home, tent or shack shall be placed, erected, or permitted to remain on this property, nor shall any structure of a temporary character, including travel trailers, be used as a residence thereon.

4. Any residence constructed shall contain not less than 1200 square feet of living area and plans must be approved by Developers prior to construction.

5. Any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.

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

7. No swine shall be allowed.

8. An easement of ten (10) feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys and fixtures for electric and telephone lines and to trim trees which at any time may interfere or threaten to interfere with maintenance of such lines, with right of ingress to and egress from and across said premises to employees of utilities owning such lines.

9. No tract may be subdivided into less than 2-1/2 acres without permission of the developers in writing.

10. No water may be removed from West Creek or any other stream of water located on Hidden Valley Ranch for any purpose.

11. Since public road maintenance in this development is of importance to all property owners, Owner is hereby authorized to maintain such roads for the common good and to charge each property owner a fee of \$4.00 per acre per year. Such charge shall not be more than \$50.00 per tract per year and only for such period of time until roads are accepted for maintenance by the County. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a bona fide lien against the above described tract, which lien shall be second and subordinate only to any lien held

by a bank, savings and loan association or other lending institution for the purchase price of a tract of land or improvements made thereon. Road maintenance charges do not apply to tracts fronting only on state or county maintained roads.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and its corporate seal affixed, this 20th day of

Sept., A.D. 1976

ATTEST:

[Signature]

ENERGY/LAND, INC.

By *[Signature]*
L. M. Young

President

THE STATE OF TEXAS

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared L. M. Young, President, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of Sept., A.D. 1976.



[Signature]
Notary Public in and for
Taylor County, Texas

FILED FOR RECORD

at 2:15 o'clock P.M.

-4-

OCT 15 1976

EMMA M. MUENKER
Clerk County Court, Taylor County, Texas
By *[Signature]* Deputy

Filed for record:
October 15, 1976 at 2:15 o'clock P. M.

Recorded October 19, 1976
EMMA M. MUENKER, Clerk

By *[Signature]* Deputy