

HIDDEN VALLEY 2 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)

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 plat recorded in Volume 4, Page 39, Plat Records of Kerr County, Texas. (Section Two only)
- Easement dated November 21, 1975, to Bandera Electric Cooperative, Inc., recorded in Volume 8, Page 641, Easement Records of Kerr County, Texas. (Section Two only)
- Easements per the Restrictions recorded in Volume 191, Page 401, Deed Records of Kerr County, Texas. (Lots 12, 13, N 1/2 of 48, 49-59, Section One & 60-110, Section Two)
- 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 & 60-110, Section Two)

Company insures the insured against loss, if any, sustained by the insured under the terms of the Policy if this item is not subordinate to the lien of the insured mortgage.

- Undivided non-participating royalty interest, reserved by Grantor in Deed out of Developer
- 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 524Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

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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, herein-after referred to and indentified 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 550 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 20th day of
Sept, A.D. 1976

ENERGY/LAND, INC.

By L. M. Young
L. M. YOUNG
President

ATTEST:

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.

Margaret Vick Webb
Notary Public in and for
Taylor County, Texas

FILED FOR RECORD

at 2:15 o'clock P.M.

OCT 15 1976

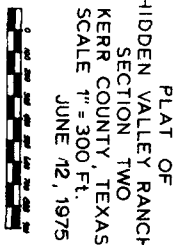
EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Janice Wolfgram Deputy

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

By Janice Wolfgram Deputy



W. E. Williams
Gt. Lohmann

THE STATE OF TEXAS:
COUNTY OF KERN: Before me, the undersigned authority, a Notary Public in and for said County, State of Texas, on this day personally appeared G.E. Lehmann and Gordon H. Morris known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that each executed the same for the purposes and consideration therein expressed.

London J. Downing

*Sandra J. Domingues
Notary Public, Kerr County, Texas
My Commission expires June 1, 1975*

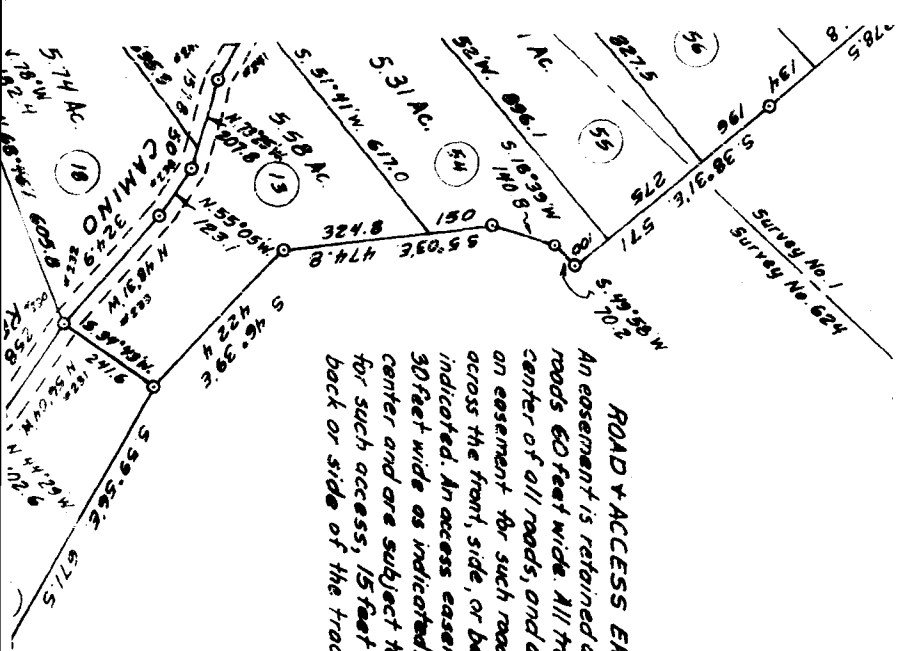
I, Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor, and County Surveyor of Kerr County, Texas, do hereby certify that I made the survey represented by the plat on which this is imcribed, on the ground, and this plat does truly represent the property in question. I certify that I set an iron stake at each lot corner.

Louis Dominguez
Louis Dominguez

Registered Professional Engineer No. 1633
 Registered Public Surveyor No. 222
 P.O. Box 70, Kerrville, Texas, 78028
 Telephone 257-6671 or 257-7074

Charles B. Dominguez
Registered Public Surveyor No. 1713
(Res.) Telephone 696-1000

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.



will easement in such cases, unless otherwise indicated. An access easement is provided across the front, side, or back of the tract 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.

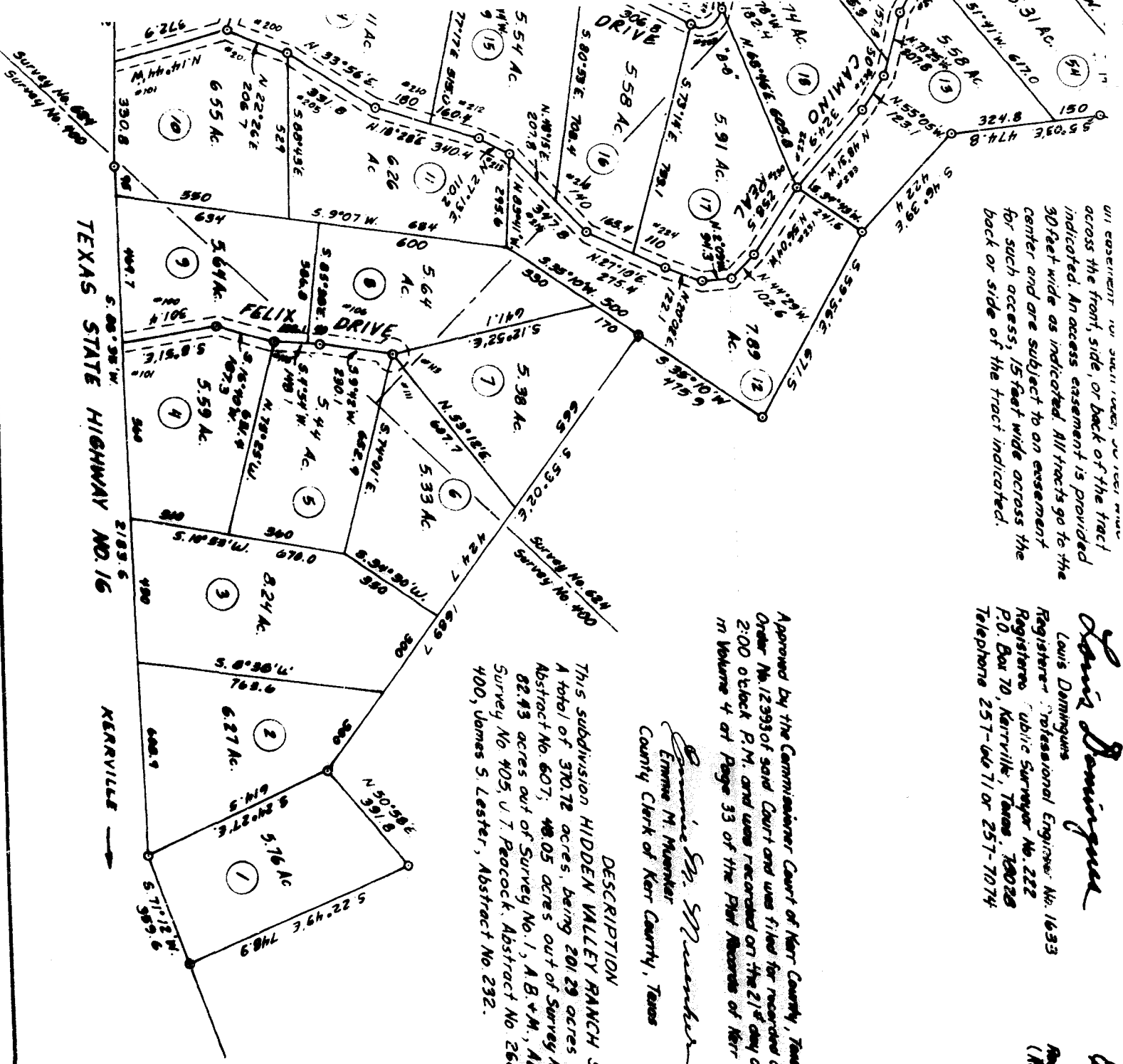
Louis Dominguez
Louis Dominguez
Professional Engineer No. 1633
Registered Public Surveyor No. 222
P.O. Box 70, Kerrville, Texas, 78028
Telephone 257-6671 or 257-7074

Charles B. Dominguez
Charles B. Dominguez
Registered Public Surveyor No. 1713
(Kerrville) Telephone 676-1888

Approved by the Commissioner Court of Kerr County, Texas, on the 18 day of April, A.D. 1975 by
Order No. 12393 of said Court and was filed for record on the 21 day of April, A.D. 1975 at
2:00 o'clock P.M. and was recorded on the 21 day of April A.D. 1975 at 2:05 o'clock P.M.
in Volume 4 of Page 33 of the Plat Records of Kerr County, Texas.

Erma M. Muenster
Erma M. Muenster
County Clerk of Kerr County, Texas

DESCRIPTION
This subdivision HIDDEN VALLEY RANCH SECTION ONE comprises 59 tracts.
A total of 370.72 acres, being 201.29 acres out of Survey No. 1135, L.A. Pothill, Abstract No. 607; 48.05 acres out of Survey No. 624, T.V. Larson, Abstract No. 120; 82.43 acres out of Survey No. 1, A.B. & M., Abstract No. 13; 0.57 acres out of Survey No. 405, U.T. Peacock, Abstract No. 268, and 38.38 acres out of Survey No. 400, James S. Lester, Abstract No. 232.



PLAT OF
HIDDEN VALLEY RANCH
SECTION ONE
KERR COUNTY, TEXAS
SCALE 1" = 300 FT.
APRIL 14, 1975

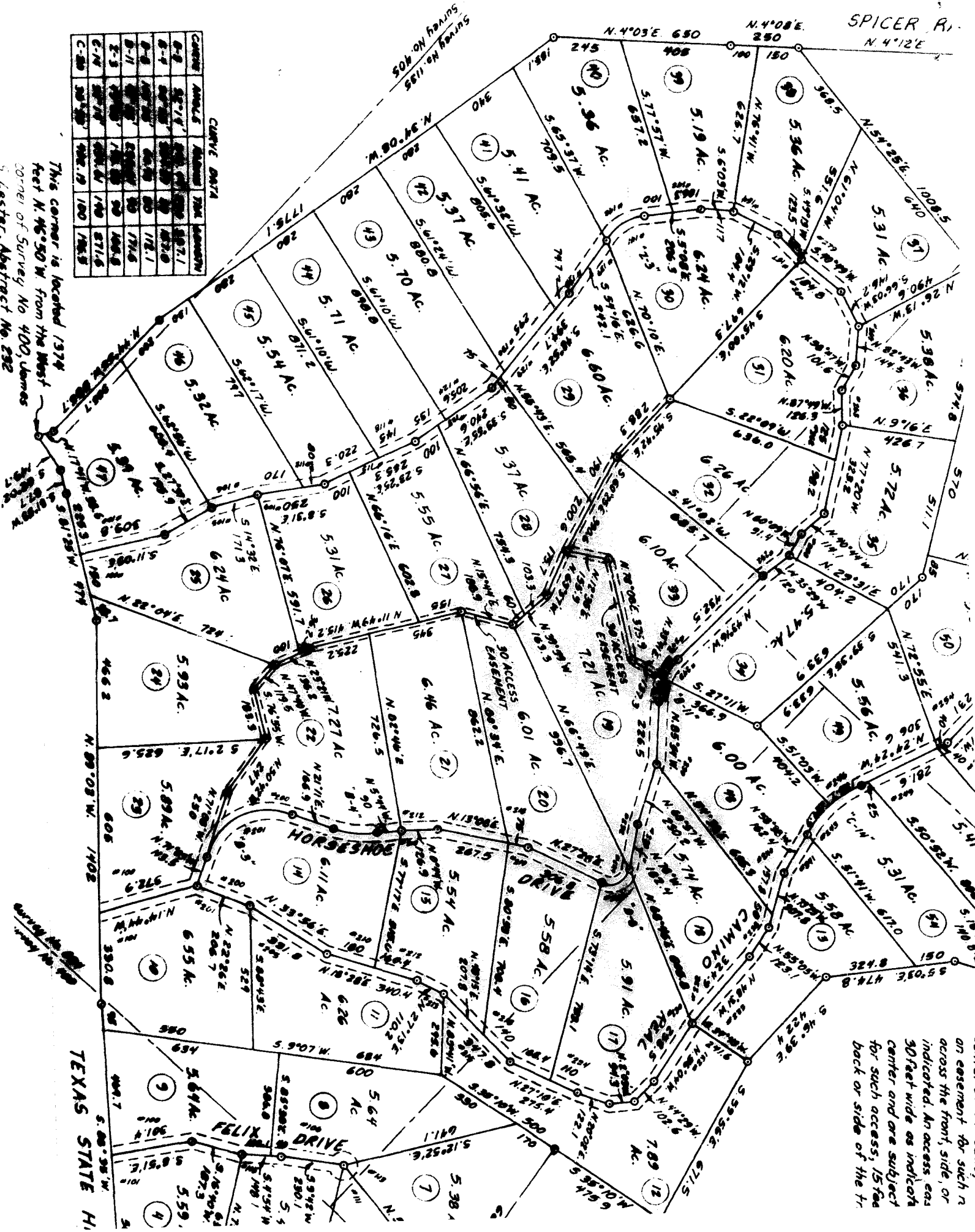


Case No.	Age	Sex	Height (cm)	Weight (kg)	Body Mass Index (kg/m ²)
1	20	M	170	65	22.6
2	22	F	160	55	21.5
3	25	M	180	80	24.7
4	28	F	175	70	22.6
5	30	M	190	90	25.0
6	32	F	185	85	24.2
7	35	M	200	100	25.0
8	38	F	195	95	24.5
9	40	M	210	110	25.0
10	42	F	205	105	25.0

CURVE DATA

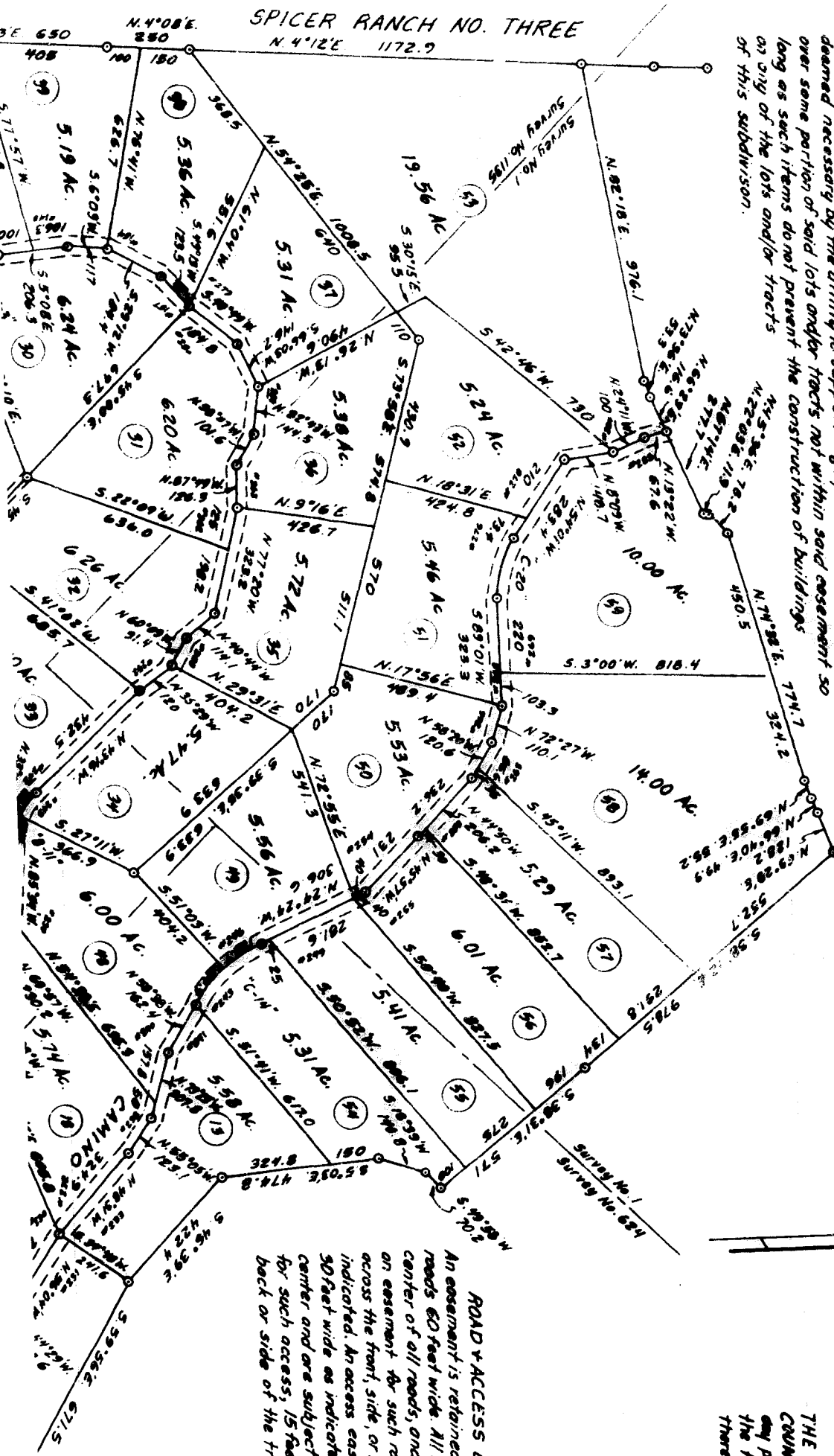
SPICER, R.
N. 4° 12' E

center of all roads, on an easement for such a crossing the front, side, or indicated. An access easement 30 feet wide as indicated center and are subject for such access, 15 feet back or side of the front.



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 easement, 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 require, 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 E
An easement is retained, roads 60 feet wide. All to center of all roads, and an easement for such road across the front, side, or back indicated. An access easement 30 feet wide as indicated. Center and are subject to for such access, 15 feet back or side of the tract

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