

06988

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

Y O LAND AND CATTLE COMPANY RANCHLAND
KERR COUNTY, TEXAS

THIS DECLARATION, made this 14th day of August, 1986, by
Y O Land & Cattle Co., Inc. d/b/a Y O Land and Cattle Company, a
Texas corporation ("Declarant");

W I T N E S S E T H:

A. Declarant is the owner of the real property described in Exhibit "A", attached hereto and referred to in Section 1 of this Declaration, and desires to create thereon a ranch development for agricultural purposes.

B. Declarant further desires to provide for the preservation of the values and amenities of said ranch and property and for the maintenance thereof; and, for such purposes, Declarant desires to subject the real property described in Exhibit "A", attached hereto, and referred to in Section 1, together with such additions as may hereafter be made thereto (as provided in Section 1), to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof.

C. Declarant will cause the Y O Land Owners Association to be incorporated as a non-profit corporation under the laws of the State of Texas, to which corporation will be delegated and assigned the powers of maintaining and administering the properties and facilities, administering and enforcing the covenants, conditions and restrictions, and collection and disbursing the assessments and charges as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property referred to in Section 1, and such additions thereto as may hereafter be made pursuant to Section 1 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth;

1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Y O Land Owners Association. The principal office of the Association shall be Y O Ranch, Mountain Home, Texas 78058. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the property described herein which shall hereafter be designated by Declarant.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Properties" shall mean and refer to the YO Ranchlands, including without limitation the Bundy, 70L Trap, North Mill Trap, New Well, West North Home, East North Home and Hyatt pastures and any other property which shall have been designated by the Declarant as a part of the Properties as herein provided and all such existing properties, and

additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the following provisions:

(i) The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Kerr County, State of Texas, is described in Exhibit "A", attached hereto;

(ii) If Declarant is the owner of any property which it desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that any additions made pursuant hereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

- (d) "Member" shall mean and refer to Declarant and each owner of a fee simple interest ("Owner") in any property within the Properties. Each member shall be entitled to one vote for each acre owned.
- (e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties merely as security for the performance of an obligation.
- (f) "Architectural Control Committee" shall mean and refer to that Committee as defined in Section 8 hereof.
- (g) "Wildlife Committee" shall mean and refer to a standing Committee of the Association as defined in Section 9 hereof.

2. Affirmative and Protective Covenants. The Properties shall be used and occupied subject to the following restrictions:

- (a) Each portion of the Properties shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any other mercantile or commercial purpose. Agricultural purposes for the purpose of this instrument shall mean and include running livestock or exotic animals, hunting, trapping and taking of all wild animals and wild birds.
- (b) No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of recreation and vacation as lodging, but the same must be removed from the Properties when not in use for the foregoing purposes. Additionally, any temporary mobile home, motor home, trailer or camper shall be placed on the Properties a distance greater than 500 feet from the main roadway easement or within 300 feet from any Property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.
- (c) No permanent structure (home, barn, etc.) other than fencing, shall be placed on the Properties less than 500 feet from the main roadway easement or 300 feet from any Property line and must be well screened behind hills or trees to substantially eliminate visibility from the main

roadway.

- (d) No abandoned automobiles or other abandoned vehicles shall be left on the Properties, nor shall any portion of the Properties be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and waste must be hauled off, or buried out of view of the main roadway.
- (e) No open fires shall be permitted on the Property unless approval is obtained in advance from the Architectural Control Committee.
- (f) No offensive, noxious, profane or unlawful use shall be made of the Properties. In this regard, the Association may from time to time adopt rules concerning same and it shall be entitled to enforce such rules for the benefit of the quality of life for all Owners.
- (g) No sign or signs of any kind shall be displayed on the Properties to the public view, except one sign of not more than ten (10) square feet for ranch identification. A sign indicating direction and ownership of the Properties or portion thereof may be installed near the main entrance of an individual Owner's Property, provided such sign shall be neat in appearance and not to exceed five (5) feet in length and two (2) feet in height and shall be approved by the Architectural Control Committee.
- (h) The Properties may not be divided into smaller parcels than 25 acres.
- (i) The Properties shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from any road. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.
- (j) All residences and other structures constructed or erected shall be of new construction, and in no event shall any prefabricated or existing residences or garages be moved on to any of the Properties. No residence or other structure shall be constructed on any of the Properties without first submitting the plans, drawings and specifications therefore, to the Property Owners Architectural Control Committee for approval which approval the Architectural Control Committee shall indicate by signing and dating the specified plans and keeping a copy of same in the records of the Association. Additionally, no bright colored or shiny roofs are permitted on any residence or other structure situated on any of the Properties. Nor may any residences or other structures be constructed on top of any hill situated on any of the Properties unless such residence or other structure is well screened behind other hills or trees to substantially eliminate visibility from the main roadway.
- (k) No elevated hunting blinds shall be constructed, placed or situated on any of the Properties unless said hunting blinds are well screened behind hills or trees to substantially eliminate visibility. Blinds and/or feeders shall not be constructed, situated or located on any of the Properties within 500 feet of a property line or main road.
- (l) Any construction commenced on any of the Properties must be completed within one (1) year of the time construction is initiated.
- (m) Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance with

Texas State Health Department requirements, rules and regulations of the Upper Guadalupe River Authority and Kerr County Subdivision regulations, and any other applicable governmental laws, rules or regulations.

- (n) No fence shall be constructed, situated or located a distance less than 90 feet from the centerline of any main road (Camino Real), or less than 60 feet from the centerline of a secondary road. All fences placed or constructed on any of the Properties shall be of similar design and equal quality to the existing Y O Ranch fences and shall be approved by the Architectural Control Committee.
- (o) Hunting shall be permitted on Owner's individual properties only. However, no hunting is allowed along any main road. Each Owner of any of the Properties shall be entitled to harvest annually the quota of bucks and does, whether native or exotic, on such Owner's Property as the Wildlife Committee determines as provided in Section 9 hereof. No Owner may harvest more than the aforementioned quota of animals; however, if an Owner desires to harvest more than his quota of animals, he must secure the approval of the Association for same and pay to the Association in cash that amount which is necessary to purchase similar replacement animals. All disputes concerning specific Owner quotas on any of the Properties and any other wildlife disputes shall be handled by the Wildlife Committee. No Owner shall do any act that is designed to be harmful or injurious to the Owner's property adjacent to such Owner's Property. Included within the meaning of this covenant, shall be a prohibition against feeding close to a property line for the specific intent of attracting the neighboring Owner's wildlife. The Association shall be empowered to cause the violating Owner to cease such acts by filing in a court of competent jurisdiction an action in equity or at law. No Owner may release live wild animals on any of the Properties without first securing the consent of the Wildlife Committee. Any Owner who causes his Property to be completely high fenced shall be exempted from the provisions of this paragraph o, Section 2.
- (p) No oil well, drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be conducted and/or located less than 500 feet from any residence or permanent structure situated on any of the Properties. All open pits and excavations shall be restored to the condition of the land prior to such excavation. No derrick or other structure designed for use in boring for oil, natural gas or other minerals or pump stations, tanks or other equipment used for the recovery of oil, gas or other minerals shall be located on top of any hill on any of the Properties and any such structure must be well screened behind hills or trees to substantially eliminate visibility from the main road or any residence situated on any of the Properties.

3. Easements Reserved by Declarant. Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements, are reserved by Declarant over, under and across the Properties on the property boundary line where possible. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility.

4. Creation of Lien and Personal Obligations for Assessments. Each Owner (by acceptance of a deed for any portion of the Properties whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Properties against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment becomes due.

5. Maintenance Charge. The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 1987, such annual maintenance fund charge shall not exceed \$2.50 per acre of land owned in the Properties. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 1986 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance. If land in the Properties becomes subject to the annual maintenance fund charge on a date other than January the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance.

All past due maintenance fund charges shall be a debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Declarant to the Association (without recourse on the Declarant in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure.

6. Purpose of the Maintenance Fund. The maintenance fund charge shall be uniformly imposed upon all lands in the project, and such maintenance fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:

- (a) Accounting, office expense which includes all of the Association accounting, communication expense, office supplies, etc.;

- (b) Common area main road maintenance which includes only regrading and working the main road as needed for normal access;
- (c) Outside high fence maintenance which includes repair and maintenance of outside high fences;
- (d) Legal which includes any legal fees as may be required by the Association;
- (e) The Association income tax preparation which includes cost of annual corporate Federal income tax return;
- (f) The Association expense for Security;
- (g) The Association expense for wildlife surveys and consultations;
- (h) The Association expense for Insurance;
- (i) Miscellaneous which includes costs expended, but not already mentioned.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners of the Properties; provided, however, that the Association will not without the approval of the Members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the members, expend more than two dollars per acre in excess of the monies then on hand.

7. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. (a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest therein and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property of the non-paying Owner and shall be unaffected by any sale or assignment of the property and shall continue in full force and effect. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his property.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such assessment the costs of preparing filing the complaint (including reasonable attorneys' fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

8. Architectural Control Committee. No building or other improvements shall be erected, placed or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials.

harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee is composed of three (3) members whose names are David M. Cummings, or his designee, Chas. Schreiner, IV or his designee and one other member of the Association as elected by majority vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within fourteen (14) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

9. Wildlife Committee. The Wildlife Committee shall be composed of three members whose names are Chas. Schreiner, IV or his designee, David M. Cummings or his designee, and one other member of the Association as elected by majority vote of the Owners. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection. The SURVEY shall project the total numbers by sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the SURVEY and the BIOLOGIST'S harvest recommendations to determine each Owner's harvest quotas by sex for each species on such individual Owner's property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property will produce and such other criteria that the Wildlife Committee deems to be in the best interests of sound management of the wildlife herd on the Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2 (c) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration

with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such properties from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

11. Voting Rights in the Association.

(a) Quorum and Notice Requirements.

(i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting.

(ii) The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to fifty percent (50%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

(iii) Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the Members entitled to cast a majority of the votes of the Association.

(iv) The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.

12. Powers and Duties. The Board, for the benefit of the Properties and the Owners, shall delegate to, and Declarant shall have, the sole responsibility and authority to manage the business and affairs of the Association on a year to year basis or until Declarant terminates the same and if requested by either party such management agreement shall be set forth in a separate agreement. Without limiting the foregoing Declarant shall have the following powers until Declarant gives written notice to the Board, whereupon the Board shall have such powers:

- (i) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000.00 to indemnify against the claim of one person, \$300,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000.00 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insured, fidelity bonds, and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments

required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

- (ii) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- (iii) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- (iv) To protect or defend the Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- (v) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (vi) To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the functions of the Association.

13. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his property and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain and restore the property and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

14. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast fifty-one percent (51%) of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part.

15. Consent of Members. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, or variances granted with respect thereto, only with the consent of the Members entitled to cast a majority of the votes of the Association, evidenced by a document in writing bearing each of their signatures.

16. Annual Financial Statements, Books and Records. The Association shall, not later than 120 days after the end of each fiscal year of the Association, furnish to each Member financial statements which shall include a balance sheet as to the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be audited. All Members shall have the right during regular business hours and at

the office of the Association to inspect the books and records of the Association.

17. Finality of Determination by Association. It is understood that the judgment of the Managing Director of the Association, its successors and assigns, in the allocation and expenditure of said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association.

18. Dissolution of Association. The Association may be voluntarily dissolved by an affirmative decision of at least 51% of the total votes.

19. Enforcement. Enforcement of these covenants and restrictions shall be in Kerr County, Texas and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

20. Acceptance of Declaration. By acceptance of a deed, or by acquiring any ownership interest in any of the Properties included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Properties covered thereby.

21. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

22. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

23. Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, Declarant has executed this instrument on this the 14th day of August, 1985.

Y O LAND & CATTLE CO., INC.

By [Signature]

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me this 14th day of August, 1985, by David M. Cummings Jr., President of Y O LAND & CATTLE CO., INC., a Texas corporation, on its behalf.

My commission expires:
1-11-89

[Signature]
Notary Public, State of Texas
Notary's Printed Name:
THOMAS M. MYERS

Being all of a certain 9,258.05 acre, more or less, tract of land out of various abstracts and surveys in Kerr County, Texas, said 9,258.05 acre tract of land being comprised of a 5,609.05 acre, more or less, tract of land ("Tract I") and a 3,650.00 acre, more or less, tract of land ("Tract II"), said Tract I and Tract II being more particularly described by mates and bounds as follows:

TRACT I:

Being all of a certain tract or parcel of land containing 7330.00 acres, more or less, out of various Original Patent Surveys in Kerr County, Texas, as follows:

Survey No.	Survey	Abstract No.	Acres
6	S. J. Carson	1553	137.94
12	Chas. Schreiner	1674	238.61
1693	T. C. Ry. Co.	964	18.26
1694	Chas. Schreiner	1673	370.71
1695	T. C. Ry. Co.	871	307.48
1696	J. P. Carson	1461	243.52
1697	T. C. Ry. Co.	1046	0.20
1701	T. C. Ry. Co.	1049	394.53
1702	Chas. Schreiner	1634	16.96
1703	T. C. Ry. Co.	1030	324.06
N 1/2 1704	Josa Martinez	1617	56.90
S 1/2 1704	Josa Martinez	1616	319.76
1705	T. C. Ry. Co.	1031	596.92
1706	J. H. Colbath	1463	549.64
1710	J. H. Colbath	1462	207.59
1756	Juan Pruneda	1443	465.27
W 1/2 1758	Nathan Herzog	1574	617.95
E 1/2 1758	Josa Martinez	1610	640.01
N 1/2 1760	Juan Pruneda	1444	639.50
S 1/2 1760	Juan Pruneda	1442	799.56
1831	John Godfray	1018	184.61

part of that land set aside to Myrtle Schreiner by a Judgement of Partition and described as 27,980.35 acres in Cause No. 3961 dated July 14, 1953 and recorded in Volume 9 at Page 514 of the District Court Minutes of Kerr County, Texas; comprising all of the Bundy Tank Pasture and 70L Trap and parts of the New Wall, North Mill, West North Home and East North Home Pastures of the Y. O. Ranch in Kerr County, Texas; and being more particularly described by mates and bounds as follows:

BEGINNING at a fence cornerpost marked with a 1/2" iron stake in the occupied easterly right-of-way line of U. S. Highway No. 83 for the southwest corner of the herein described tract and said Bundy Tank Pasture; which point bears, approximately, 5039 ft. West and 1738 ft. South from the northeast corner of said Survey No. 1696;

THENCE, along or near a fence with the occupied easterly line of U. S. Highway No. 83 and west line of said Bundy Tank Pasture and 70L Trap, all calls to fence angleposts or cornerposts marked with 1/2" iron stakes: N.00°24'E., at approximately 1738 ft. passing the common line between said Surveys Nos. 1696 and West 1/2 1758, then continuing for a total distance of 3906.49 ft.; N.02°10'E., 306.59 ft.; N.05°42'E., 198.26 ft.; N.11°48'E., 258.67 ft.; N.13°39'E., 197.17 ft.; N.19°18'E., 129.96 ft.; N.21°34'E., 88.71 ft.; N.24°08'E., 98.37 ft.; N.25°25'E., 94.02 ft.; N.27°44'E., 99.37 ft.; N.30°07'E., 107.48 ft.; N.31°49'E., 99.24 ft.; N.33°52'E., 91.79 ft.; N.35°41'E., 102.25 ft.; N.38°07'E., 113.90 ft.; N.39°13'E., at approximately 1674 ft. passing the common line between said Surveys Nos. 1756 and West 1/2 1758, then continuing for a total distance of 4630.74 ft. to the westerly common corner of said Bundy Tank Pasture and 70L Trap; N.39°18'E., 655.06 ft. to the beginning of a 01°00' curve to the right; 1000.08 ft. along the arc of said curve to the right subtended by a central angle of 09°57' and radius of 3757.21 ft. (long chord: N.44°17'E., 998.82 ft.) to its end; N.49°15'E., 3846.21 ft. to the beginning of another 01°00' curve to the right; at approximately 206 ft. along said arc passing the common line between said Surveys Nos. 1756 and 1701, then continuing for a total distance of 788.45 ft. along the arc of said curve to the right subtended by a central angle of 07°53' and radius 5730.01 ft. (long chord: N.53°12'E., 787.83 ft.) to its end; N.57°08'E., 1616.07 ft. to the beginning of a 01°00' curve to the left; at approximately 1475 ft. along said arc passing the common line between said Surveys Nos. 1701 and 1697, then continuing for a total distance of 1674.80 ft. along the arc of said curve to the left, subtended by a central angle of 16°40' and radius of 3756.55 ft. (long chord: N.48°51'E., 1668.90 ft.) to a 1/2" iron stake for the north corner of the herein described tract, the northerly common corner of said 70L Trap and North Mill Pasture;

THENCE, along a fence with the common line between said 70L Trap and North Mill Pasture, S.05°17'W., at approximately 150 ft. passing the said common line between Surveys Nos. 1697 and 1701, then continuing for a total distance of 2285.54 ft. to a fence cornerpost marked with a 1/2" iron stake for a reentrant corner of the herein described tract;

Page 2 - 7350.00 Acres - Y. O. Ranch

THENCE, upon, over and across said North Mill Pasture: S.31°07'E., 443.84 ft. to a fence anglepost marked with a 1/2" iron stake; S.49°42'E., 1742.98 ft. to a fence anglepost marked with a 1/2" iron stake; and S.49°29'E., at approximately 956 ft. passing the common line between said Surveys Nos. 1701 and 1702, at approximately 2685 ft. passing the common line between said Surveys Nos. 1702 and 1703, then continuing for a total distance of 3037.78 ft. to a fence cornerpost marked with a 1/2" iron stake in the common line between said North Mill and New Well Pastures;

THENCE, along a fence with the common line between North Mill and New Well Pastures, S.52°24'W., at approximately 2182 ft. passing the common line between said Surveys Nos. 1703 and North 1/2 1704, then continuing for a total distance of 3731.02 ft. to a fence cornerpost marked with a 1/2" iron stake, a common corner of North Mill, Bee Cave, West North Home and New Well Pastures;

THENCE, along a fence with the common line between said Bee Cave and West North Home Pastures, all calls to fence angleposts marked with a 1/2" iron stakes: S.78°08'E., 1021.20 ft.; N.56°41'E., 546.40 ft.; N.83°34'E., at approximately 253 ft. passing the common line between said Surveys Nos. 1705 and North 1/2 1704, then continuing for a total distance of 1034.11 ft.; S.45°13'E., 408.50 ft.; S.63°46'E., at approximately 18 ft. passing the common line between said Surveys Nos. 1851 and 1705, then continuing for a total distance of 300.00 ft.; S.69°14'E., 2242.79 ft.; and S.78°04'E., at approximately 1696 ft. passing the common line between said Surveys Nos. 1851 and 1710, then continuing for a total distance of 2651.21 ft. to a fence cornerpost, the north common corner of said West North Home Pasture and East North Home Pasture;

THENCE, along a fence with the common line between said Bee Cave and East North Home Pastures, S.78°01'E., 374.07 ft. to a fence cornerpost marked with a 1/2" iron stake, the south common corner of Bee Cave and Elm Water Hole Pastures;

THENCE, along a fence with the common line between said Elm Water Hole and East North Home Pastures: S.77°43'E., at approximately 758 ft. passing the common line between said Surveys Nos. 1710 and 6, then continuing for a total distance of 1151.72 ft. to a fence anglepost marked with a 1/2" iron stake; and S.63°23'E., 3569.75 ft. to a 1/2" iron stake set in the east right-of-way line of a sixty (60) ft. wide road easement for the northeast corner of the herein described tract;

THENCE, with the easterly and southerly right-of-way line of said 60 ft. wide road easement, upon, over and across East North Home and West North Home Pastures, all calls to 1/2" iron stakes for road angles: S.23°05'W., 108.28 ft.; S.38°37'W., 212.35 ft.; S.62°13'W., 212.89 ft.; S.44°22'W., 131.03 ft.; S.11°03'W., 135.99 ft.; S.13°59'E., 291.44 ft.; S.08°21'W., 569.55 ft.; S.39°15'W., 114.31 ft. to the southeast corner of the herein described tract; N.86°24'W., 129.38 ft.; N.31°40'W., 506.25 ft.; N.49°30'W., 241.49 ft.; N.62°30'W., 280.72 ft.; N.82°43'W., 336.41 ft.; N.77°56'W., 408.47 ft.; S.74°59'W., 132.89 ft.; S.40°05'W., 504.12 ft.; S.73°42'W., 527.33 ft.; N.89°44'W., at approximately 359 ft. passing the said common line between Surveys Nos. 6 and 1710, at approximately 571.4 ft. passing the common line between East North Home and West North Home Pastures, then continuing for a total distance of 658.93 ft.; N.60°57'W., 383.63 ft.; N.69°12'W., 172.65 ft.; N.87°52'W., 336.06 ft.; N.75°40'W., 144.61 ft.; N.54°03'W., 347.20 ft.; N.65°38'W., 198.13 ft.; N.76°05'W., 229.63 ft.; S.72°58'W., 315.17 ft.; N.82°31'W., 335.88 ft.; N.69°48'W., 584.39 ft.; S.84°40'W., 644.50 ft.; S.62°16'W., at approximately 8 ft. passing the common line between said Surveys Nos. 1710 and 12, then continuing for a total distance of 410.83 ft.; S.78°14'W., 367.02 ft.; S.75°23'W., 326.33 ft.; and S.89°32'W., 253.41 ft. to a 1/2" iron stake for a reentrant corner of the herein described tract;

THENCE, continuing upon, over and across said West North Home Pasture, S.11°09'E., 1802.28 ft. to a 1/2" iron stake for a southerly corner of the herein described tract;

THENCE, continuing upon, over and across said West North Home Pasture, N.89°39'W., at approximately 4383 ft. passing the common line between Surveys Nos. 12 and 1705, then continuing for a total distance of 5412.42 ft. to a 1/2" iron stake set in a fence, the common line between West North Home and New Well Pastures, for a reentrant corner of the herein described tract;

THENCE, along said fence with east line of New Well Pasture: S.12°38'W. at approximately 37 ft. passing the common line between said Surveys Nos. 1705 and 1706, then continuing for a total distance of 1950.00 ft. to a fence anglepost marked with a 1/2" iron stake; S.12°59'W., not along a fence, 432.06 ft. to a fence anglepost marked with a 1/2" iron stake; and S.12°54'W., 571.77 ft. to a 1/2" iron stake;

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THENCE, upon, over and across said New Well Pasture, S.49°33'W., at approximately 2669 ft. passing the common line between said Surveys Nos. 1706 and 1693, then continuing for a total distance of 4102.32 ft. to a fence cornerpost marked with a 1/2" iron stake in its south line for the southerly southeast corner of the herein described tract, the north common corner of Gus and North Point Creek Pastures;

THENCE, along a fence with the said south line of New Well Pasture: N.79°34'W., at approximately 1061 ft. passing the common line between said Surveys Nos. 1693 and 1694, then continuing for a total distance of 2977.47 ft. to a fence anglepost marked with a 1/2" iron stake; N.81°48'W., 86.95 ft. to a fence anglepost marked with a 1/2" iron stake; N.83°36'W., at approximately 3327 ft. passing the common line between said Surveys Nos. 1694 and 1695, then continuing for a total distance of 5347.83 ft. to a fence anglepost marked with a 1/2" iron stake; N.76°57'W., 391.56 ft. to a fence cornerpost marked with a 1/2" iron stake; and N.02°39'E., 121.90 ft. to a fence cornerpost marked with a 1/2" iron stake, the south common corner of said New Well and Bundy Tank Pastures;

THENCE along a fence with the south line of said Bundy Tank Pasture: S.83°03'W., 1866.63 ft. to a fence anglepost marked with a 1/2" iron stake; S.85°43'E., 920.89 ft. to a fence anglepost marked with a 1/2" iron stake and N.81°33'W., 1850.22 ft. to an fence anglepost marked with a 1/2" iron stake; and N.81°33'W., at approximately 123 ft. passing the common line between said Surveys Nos. 1695 and 1696, then continuing for a total distance of 3233.44 ft. to the PLACE OF BEGINNING.

SAVE AND EXCEPT from said 7350.00 acre, more or less, tract of land a certain 1740.85 acre, more or less, tract of land comprised of two parcels of land, being a 1054.84 acre parcel ("Parcel I") and a 686.11 acre parcel ("Parcel II"), said Parcel I and Parcel II being described by metes and bounds as follows:

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PARCEL I:
FIELD NOTES DESCRIPTION FOR 1054.84 ACRES OF LAND OUT OF
THE Y. O. RANCH IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 1054.84 acres, more or less, out of various Original Patent Surveys in Kerr County, Texas, as follows:

Survey No.	Survey	Abstract No.	Acres
1781	T. C. Ry. Co.	1049	107.97
1702	Chas. Schreiner	1654	16.95
1703	T. C. Ry. Co.	1050	409.41
N 1/2 1704	Jose Martinez	1617	56.89
S 1/2 1704	Jose Martinez	1616	204.98
1705	T. C. Ry. Co.	1051	51.68
N 1/2 1760	Juan Fruneda	1444	200.77
1851	John Godfrey	1018	6.19

part of that land set aside to Myrtle Schreiner by a Judgement of Partition and described as 27,980.35 acres in Cause No. 3861 dated July 14, 1933 and recorded in Volume 9 at Page 154 of the District Court Minutes of Kerr County, Texas; comprising parts of the North Mill, New Well and West North Home Pastures of the Y. O. Ranch; and being more particularly described by wates and bounds as follows:

BEGINNING at a fence anglepost marked with a 1/2" iron stake in the common line between the North Mill Pasture and 70L Trap for the northwest corner of the herein described tract; which point bears approximately, 3151 ft. North and 2401 ft. West from the common corner of said Surveys Nos. 1701, 1702, 1703 and N 1/2 1760;

THENCE, along a fence upon, over and across the North Mill Pasture: S.51°07'E., 443.84 ft. to a fence anglepost marked with a 1/2" iron stake; S.49°42'E., 1742.98 ft. to a fence anglepost marked with a 1/2" iron stake; and S.49°29'E., 5057.78 ft. to a fence cornerpost marked with a 1/2" iron stake in the common line between the North Mill and New Well Pastures;

THENCE, along a fence with the said common line between North Mill and New Well Pastures, S.82°24'E., 5731.02 ft. to a fence cornerpost marked with a 1/2" iron stake, the common corner of the North Mill, Bee Cave, West North Home and New Well Pastures;

THENCE, along a fence with the common line between said Bee Cave and West North Home Pastures, all calls to fence angleposts marked with 1/2" iron stakes: S.78°08'E., 1021.20 ft.; N.65°41'E., 548.40 ft.; N.83°54'E., 1034.11 ft.; and S.46°13'E., 364.38 ft. to a 1/2" iron stake set for the northeast corner of the herein described tract;

THENCE, upon, over and across said West North Home Pasture, S.11°09'E., 1934.22 ft. to a 1/2" iron stake set for the southeast corner of the herein described tract;

THENCE, continuing upon, over and across said West North Home Pasture, West, at 3654.6 ft. passing a fence, the common line between said West North Home and New Well Pastures, then continuing upon, over and across New Well Pasture for a total distance of 14,210.24 ft. to a 1/2" iron stake set in a fence, the common line between New Well and Bundy Tank Pastures, for the southwest corner of the herein described tract;

THENCE, along said fence with the common line between New Well and Bundy Tank Pastures: N.10°49'E., 1460.60 ft. to a fence anglepost marked with a 1/2" iron stake; N.13°14'W., 456.04 ft. to a fence anglepost marked with a 1/2" iron stake; N.62°18'W., 14.22 ft. to a fence anglepost marked with a 1/2" iron stake; and N.88°22'W., 90.63 ft. to a fence cornerpost marked with a 1/2" iron stake, a common corner of the New Well Pasture, Bundy Tank Pasture and 70L Trap;

THENCE, along a fence with the common line between said New Well Pasture and 70L Trap: N.03°14'E., 39.19 ft. to a fence anglepost marked with a 1/2" iron stake; N.84°27'E., 9.87 ft. to a fence anglepost marked with a 1/2" iron stake; and N.69°02'E., 251.96 ft. to a fence cornerpost marked with a 1/2" iron stake, the south common corner of the 70L Trap and North Mill Pasture;

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THENCE, along a fence with the common line between said 70L Trap and North Mill Pasture, all calls to fence angleposts marked with 1/2" iron stakes; N.17°33'W., 30.28 ft.; N.08°11'W., 12.74 ft.; N.24°12'E., 211.37 ft.; N.06°21'W., 3094.69 ft.; and N.05°17'E., 167.12 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 23rd day of May, 1986

Lee C. Voelkel

Lee C. Voelkel
Registered Public Surveyor No. 3909
County Surveyor for Kerr County



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PARCEL II:
FIELD NOTES DESCRIPTION FOR 686.11 ACRES OF LAND ALONG
U. S. HIGHWAY NO. 83 AND PART OF THE Y. O. RANCH IN KERR COUNTY, TEXAS

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Being all of a certain tract or parcel of land containing 686.11 acres, more or less, out of various Original Patent Surveys in Kerr County, Texas, as follows:

Survey No.	Survey	Abstract No.	Acres
1697	T. C. Ry. Co.	1046	0.20
1701	T. C. Ry. Co.	1049	285.49
1756	Juan Pruneda	1443	223.87
N 1/2 1760	Juan Pruneda	1444	176.55

part of that land set aside to Myrtle Schraimer by a Judgement of Partition and described as 27,980.35 acres in Cause No. 3961 dated July 14, 1933 and recorded in Volume 9 at Page 514 of the District Court Minutes of Kerr County, Texas; comprising all of the 70L Trap and part of the Bundy Tank Pasture of the Y. O. Ranch in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked with a 1/2" iron stake in the occupied easterly right-of-way line of U. S. Highway No. 83 for the north corner of the herein described tract and northerly common corner of 70L Trap and North Mill Pasture; which point bears, approximately, 3087 ft. East and 149 ft. North from the northerly common corner of said Surveys Nos. 1701 and 1756;

THENCE, along a fence with the common line between said 70L Trap and North Mill Pasture; S.05°17'W., at approximately 150 ft. passing the common line between Surveys Nos. 1697 and 1701, then continuing for a total distance of 2452.66 ft. to a fence cornerpost marked with a 1/2" iron stake; S.05°21'E., at approximately 3003 ft. passing the common line between said Surveys Nos. 1701 and N.1/2 1760, then continuing for a total distance of 5094.69 ft. to a fence anglepost marked with a 1/2" iron stake; S.24°12'W., 211.37 ft. to a fence anglepost marked with a 1/2" iron stake; S.08°11'E., 12.74 ft. to a fence anglepost marked with a 1/2" iron stake; and S.17°33'E., 30.28 ft. to a fence cornerpost marked with a 1/2" iron stake in the north line of the New Well Pasture for the southerly common corner of 70L Trap and North Mill Pasture;

THENCE, along a fence with the common line between said North Mill and New Well Pastures; S.69°02'W., 251.96 ft. to a fence anglepost marked with a 1/2" iron stake; S.84°27'W., 9.87 ft. to a fence anglepost marked with a 1/2" iron stake; and S.03°14'W., 39.19 ft. to a fence cornerpost marked with a 1/2" iron stake in the north line of the Bundy Tank Pasture for a common corner of the 70L Trap and New Well Pasture;

THENCE, along a fence with the common line between said New Well and Bundy Tank Pastures; S.88°22'E., 90.65 ft. to a fence anglepost marked with a 1/2" iron stake; S.62°18'E., 14.22 ft. to a fence anglepost marked with a 1/2" iron stake; S.13°14'E., 456.04 ft. to a fence anglepost marked with a 1/2" iron stake; and S.10°49'W., 600.00 ft. to a 1/2" iron stake set for the southeast corner of the herein described tract;

THENCE, upon, over and across said Bundy Tank Pasture, N.44°22'W., 1212.90 ft. to a 1/2" iron stake set in a fence, the common line between 70L Trap and Bundy Tank Pasture;

THENCE, along said fence with the common line between 70L Trap and Bundy Tank Pasture; N.85°54'W., 1352.50 ft. to a fence cornerpost marked with a 1/2" iron stake; N.10°10'E., 1045.21 ft. to a fence cornerpost marked with a 1/2" iron stake for a reentrant corner of the herein described tract and 70L Trap; and N.82°09'W., at approximately 1195 ft. passing the common line between Surveys Nos. 1756 and N.1/2 1760, then continuing for a total distance of 3419.27 ft. to a fence cornerpost marked with a 1/2" iron stake for the southwest corner of the herein described tract, the westerly common corner of 70L Trap and Bundy Tank Pasture;

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Page 2 - 686.11 Acres - Y. O. Ranch

THENCE, along or near a fence with the occupied easterly line of U. S. Highway No. 83 and west line of said 70L Trap, all calls to fence angleposts or cornerposts marked with 1/2" iron stakes: N.39°18'E., 633.06 ft. to the beginning of a 01°00' curve to the right; 1000.08 ft. along the arc of said curve to the right subtended by a central angle of 09°57' and radius of 3757.21 ft. (long chord: N.44°17'E., 998.82 ft.) to its end; N.49°15'E., 3846.21 ft. to the beginning of another 01°00' curve to the right; at approximately 206 ft. along said arc passing the common line between said Surveys Nos. 1756 and 1701, then continuing for a total distance of 788.43 ft. along the arc of said curve to the right subtended by a central angle of 07°53' and radius 3730.01 ft. (long chord: N.53°12'E., 787.83 ft.) to its end; N.57°08'E., 1616.07 ft. to the beginning of a 01°00' curve to the left; at approximately 1473 ft. along said arc passing the common line between said Surveys Nos. 1701 and 1697, then continuing for a total distance of 1674.80 ft. along the arc of said curve to the left, subtended by a central angle of 16°40' and radius of 5736.53 ft. (long chord: N.48°51'E., 1668.90 ft.) to the PLACE OF BEGINNING.

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TRACT II:
FIELD NOTES DESCRIPTION FOR 3650.00 ACRES OF LAND
OUT OF THE Y. O. RANCH IN KERR COUNTY, TEXAS

VOL. 388 PAGE 691

Being all of a certain tract or parcel of land containing 3650.00 acres, more or less, out of various Original Patent Surveys in Kerr County, Texas, as follows:

Survey No.	Survey	Abstract No.	Acres
5	A. B. & M.	22	71.53
6	S. J. Carson	1555	163.81
7	A. B. & M.	21	639.52
8	Chas. Schreiner	1516	639.52
9	A. B. & M.	23	138.69
10	Chas. Schreiner	1664	63.77
11	B. S. & F.	82	8.64
12	Chas. Schreiner	1674	107.83
1673	T.C.R.R. Co.	967	138.69
1674	S. J. Carson	1554	113.32
1710	J. H. Colbeth	1462	308.54
1713	T.C.R.R. Co.	1047	139.83
1714	Chas. Schreiner	1518	235.49
1775	G.C.&S.F.R.R. Co.	1011	376.69
1779	G.C.&S.P.R.R. Co.	1002	504.13

part of that land set aside to Myrtle Schreiner by a Judgement of Partition and described as 27,980.35 acres in Cause No. 3961 dated July 14, 1933 and recorded in Volume 9 at Page 514 of the District Court Minutes of Kerr County, Texas; comprising parts of the West North Home, East North Home, Dry and Hyatt Pastures of the Y. O. Ranch in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked with a 1/2" iron stake for the northeast corner of the herein described tract and said Hyatt Pasture, the northwest corner of the Corner Pasture; which point bears, approximately, 5136 ft. East and 2479 ft. North from the south common corner of Surveys Nos. 1713 and 1714;

THENCE, along a fence with the common line between said Hyatt and Corner Pastures: S.01°28'W., crossing a gate, 11.24 ft. to a gate post marked with a 1/2" iron stake; and S.05°39'W., at approximately 2480 ft. passing the common line between said Surveys Nos. 1714 and 1775, at approximately 4702 ft. passing the common line between said Surveys Nos. 1775 and 1779, at approximately 8504 ft. passing the common line between said Surveys Nos. 1779 and 1674, then continuing for a total distance of 8933.76 ft. to a 1/2" iron stake set for the southeast corner of the herein described tract;

THENCE, upon, over and across said Hyatt and Dry Pastures: West, at approximately 4256 ft. passing the common line between said Surveys Nos. 1674 and 1673, at approximately 9334 ft. passing the common line between said Surveys Nos. 1673 and 9, at approximately 14,812 ft. passing the common line between said Surveys Nos. 9 and 10, then continuing for a total distance of 16,733.95 ft. to a 1/2" iron stake for the southerly southwest corner of the herein described tract; and N.41°24'W., at approximately 1326 ft. passing the common line between said Surveys Nos. 10 and 1710, then continuing for a total distance of 3026.38 ft. to a 1/2" iron stake set in a fence, the common line between Dry and North 640 Pastures;

THENCE, along said fence with the common line between Dry and North 640 Pastures, N.01°06'E., 2050.00 ft. to a fence cornerpost marked with a 1/2" iron stake, a common corner of said East North Home, Dry and North 640 Pastures;

THENCE, upon, over and across said East North Home and West North Home Pastures: N.25°24'W., 1890.00 ft. to a 1/2" iron stake set for a reentrant corner of the herein described tract; S.61°18'W., 881.99 ft. to a 1/2" iron stake; and N.87°38'W., at approximately 1829 ft. passing the common line between said Surveys Nos. 1710 and 11, at approximately 3077 ft. passing the common line between said Surveys Nos. 11 and 12, then continuing for a total distance of 5480.53 ft. to a 1/2" iron stake for the westerly southwest corner of the herein described tract;

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THENCE, continuing upon, over and across said West North Home Pasture, N.11°09'W., 1802.28 ft. to a 1/2" iron stake set in the south right-of-way line of a sixty (60) ft. wide road easement for the westerly northwest corner of the herein described tract;

THENCE, continuing upon, over and across said West North Home and East North Home Pastures with the south right-of-way line of 60 ft. wide road easement, all calls to 1/2" iron stakes for road angles: N.89°32'E., 255.41 ft.; N.73°23'E., 326.33 ft.; N.78°14'E., 367.02 ft.; N.62°16'E., at approximately 403 ft. passing at the common line between said Surveys Nos. 12 and 1710, then continuing for a total distance of 410.83 ft.; N.84°40'E., 644.50 ft.; S.69°48'E., 384.39 ft.; S.82°31'E., 335.88 ft.; N.72°58'E., 315.17 ft.; S.76°09'E., 229.63 ft.; S.65°38'E., 198.15 ft.; S.54°03'E., 347.20 ft.; S.75°40'E., 144.61 ft.; S.87°52'E., 336.06 ft.; S.69°12'E., 172.63 ft.; S.60°57'E., 583.63 ft.; S.89°44'E., 658.95 ft.; N.73°42'E., at approximately 426 ft. passing the common line between said Surveys Nos. 1710 and 6, then continuing for a total distance of 527.33 ft.; N.40°05'E., 504.12 ft.; N.74°59'E., 132.89 ft.; S.77°56'E., 408.47 ft.; S.82°43'E., 336.61 ft.; S.62°30'E., 280.72 ft.; S.49°30'E., 241.49 ft.; S.51°40'E., 506.25 ft.; S.86°24'E., 129.38 ft.; N.39°25'E., 114.35 ft.; N.08°21'E., 569.55 ft.; N.13°59'W., 291.44 ft.; N.11°03'E., 135.99 ft.; N.44°22'E., 131.03 ft.; N.62°13'E., 212.59 ft.; N.38°37'E., 212.35 ft.; and N.23°05'E., 108.28 ft. to a 1/2" iron stake set in a fence, the common line between said East North Home Pasture and Elm Water Hole Pasture, for the northerly northwest corner of the herein described tract;

THENCE, along a fence with the said common line between Elm Water Hole and East North Home Pastures: S.63°33'E., 652.64 ft. to a fence anglepost marked with a 1/2" iron stake; S.75°16'E., at approximately 1950 ft. passing the common line between said Surveys Nos. 6 and 5, then continuing for a total distance of 3919.35 ft. to a fence anglepost marked with a 1/2" iron stake; S.75°07'E., 2620.62 ft. to a gate post marked with a 1/2" iron stake; N.64°10'E., across a gate, 19.74 ft. to a gate post marked with a 1/2" iron stake; S.81°14'E., 743.14 ft. to a fence anglepost marked with a 1/2" iron stake; and N.89°40'E., 88.54 ft. to a fence cornerpost marked with a 1/2" iron stake in the west line said Hyatt Pasture for the easterly common corner of said Elm Water Hole and East North Home Pastures, the occupied common southerly corner of Surveys Nos. 5 and 1713;

THENCE, along a fence with the common line between said Elm Water Hole and Hyatt Pastures, N.00°27'W., 218.37 ft. to a fence cornerpost marked with a 1/2" iron stake for the northwest corner of the Hyatt Pasture;

THENCE, along a fence with the north line of said Hyatt Pasture, all calls to fence angleposts marked with 1/2" iron stakes: N.89°12'E., 56.61 ft.; N.88°21'E., 292.43 ft.; N.46°58'E., 1210.12 ft.; N.81°46'E., at approximately 4088 ft. passing the common line between said Surveys Nos. 1713 and 1714, then continuing for a total distance of 4406.01 ft.; and N.80°39'E., 4886.98 ft. to the PLACE OF BEGINNING.

EXHIBIT A

PAGE 9 OF 9 PAGES

VOL. 388 PAGE 693

FILED FOR RECORD

at 1:12 o'clock P.M.

AUG 15 1986

PATRICIA DYE

Deputy Clerk, Kerr County, Texas
By *W. J. Warrick* Deputy

Return to:
JONES & PARKER
313 E. 2nd Street
Kerrville, TX
Filed by: *W. J. Warrick*
KERR COUNTY ABSTRACT CO., INC.

Filed for record August 15, 1986 at 1:12 o'clock P.M.
Recorded August 22, 1986
PATRICIA DYE, Clerk By *W. J. Warrick* Deputy

AGREEMENT AS TO RESTRICTIONS ON MINERAL ESTATE

STATE OF TEXAS *

COUNTY OF KERR *

KNOW ALL MEN BY THESE PRESENTS:

THAT, Y O LAND & CATTLE CO., INC., a Texas corporation ("YOLC") executed a certain Declaration of Covenants, Conditions and Restrictions ("Declaration") dated August 14, 1986, which Declaration is of record in Volume 388, Page 674 of the Real Property Records of Kerr County, Texas; and

WHEREAS, said Declaration imposed and encumbered certain real property ("Restricted Land") more particularly described in said Declaration with covenants, conditions and restrictions which are covenants running with the land; and

WHEREAS, Section 2, paragraph (p) of said Declaration created certain restrictions on the interests of the fee owners of the mineral estate of the Restricted Land ("Mineral Estate"); and

WHEREAS, YOLC has requested that the owners of the Mineral Estate agree to the restrictions created or imposed on the Mineral Estate by the Declaration and the owner of the Mineral Estate are in agreement with such request.

NOW THEREFORE, in consideration of the premises and for TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration paid by YOLC to the owner of the Mineral Estate, the receipt of which is hereby acknowledged, the undersigned, being all of the owners of the Mineral Estate of the Restricted Land, hereby agree that their respective interests in the Mineral Estate of the Restricted Land shall be restricted and encumbered by the provisions of Section 2, paragraph (p) of the Declaration as therein provided.

This agreement shall be binding, jointly and severally, upon the undersigned owners of the Mineral Estate, their respective interests in the Mineral Estate and their heirs, successors, assigns and lessees and shall inure to the benefit of YOLC, its successors and assigns.

EXECUTED the 20th day of September, 1989, but EFFECTIVE the 14th day of August, 1986.

MINERAL OWNERS:

Y O LAND & CATTLE CO., INC. .

By: [Signature]
David M. Cummings, Jr.,
President

[Signature]
CHAS. SCHREINER, III

[Signature]
CHAS. SCHREINER, IV

[Signature]
WALTER R. SCHREINER, JR.

[Signature]
GUS L. SCHREINER

[Signature]
LOUIS A. SCHREINER, II

FILED FOR RECORD

DEC -1 1989

PATRICIA OYE

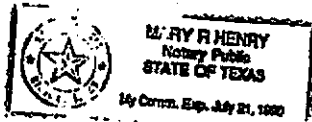
[Signature]
Kerr County Clerk, Kerr County, Texas

David M. Cummings, Jr.
DAVID M. CUMMINGS, JR.

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 1st day of December, 1989, by David M. Cummings, Jr., individually and as President of Y O LAND & CATTLE CO., INC., a Texas corporation, on behalf of said corporation.



Mary R. Henry
Notary Public, State of Texas
Date Commission Expires July 21, 1990
Mary R. Henry
Notary's printed name

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 30th day of November, 1989, by CHAS. SCHREINER, III.



Mary R. Henry
Notary Public, State of Texas
Date Commission Expires July 21, 1990
Mary R. Henry
Notary's printed name

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 30th day of November, 1989, by CHAS. SCHREINER, IV.



Mary R. Henry
Notary Public, State of Texas
Date Commission Expires July 21, 1990
Mary R. Henry
Notary's printed name

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 30th day of November, 1989, by WALTER B. SCHREINER, JR.

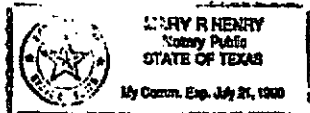


Mary R. Henry
Notary Public, State of Texas
Date Commission Expires July 21, 1990
Mary R. Henry
Notary's printed name

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 30th day of November, 1989, by GUS L. SCHREINER.



Mary R. Henry
Notary Public, State of Texas
Date Commission Expires July 21, 1990
Mary R. Henry
Notary's printed name

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 30th day of November, 1989, by LOUIS A. SCHREINER, II.



Mary R. Henry
Notary Public, State of Texas
Date Commission Expires July 21, 1990
Mary R. Henry
Notary's printed name

RECORDED IN Real Property
FILE DATE: Dec. 1, 1989
FILE TIME: 10:20 O'CLOCK A
VOL. 531 PAGE 192
RECORDING DATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN FILE NUMBER SEQUENCE ON THE DATE AND AT THE TIME SHOWN HEREIN BY ME AND WAS DULY RECORDED IN THE OFFICIAL PUBLIC RECORDS OF THIS COUNTY, TEXAS.

DEC 4 1989

DEC 4 1989



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Mary R. Henry
Deputy



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

Return to:
Kjono & Parker P.C.
P.O. Box 472
Kerrville, TX 78028

08415

CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR Y O RANCHLANDS

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR *

THAT the Declaration of Covenants, Conditions and Restrictions for Y O Ranchlands ("Declaration") was executed on August 14, 1986, and recorded in Volume 388, at Page 674 of the Real Property Records of Kerr County, Texas; and

WHEREAS, Article 14 of such Declaration provides that such Declaration shall be amended only by an instrument in writing signed by the Members entitled to cast 51% of the votes of the Y O Land Owners Association ("Association"); and

WHEREAS, the Declaration was amended by an instrument in writing dated August 26, 1988 signed by the members of the Association entitled to cast 51% or more of the votes of the Association.

NOW THEREFORE, as a result of said written agreement dated August 26, 1988, the Declaration was amended effective August 26, 1988, in accordance with its terms to include the following provision, to-wit:

"The Developer shall be exempt from the payment of annual maintenance fund charges and special assessments levied by the Association as provided in the Declaration and the tracts or property for which Developer is the record owner ("Developer Property") shall not be subject to and shall be exempt from the imposition of a lien upon said Developer Property as provided in the Declaration and the Bylaws of the Association for so long as Developer owns Developer Property including Tracts reacquired by Developer as a result of foreclosure or by way of a deed in lieu of foreclosure."

FILED FOR RECORD

at 2:17 P.M. NOV 7 1994

NOV - 4 1994

Clerk County Court, Kerr County, Texas
Deputy

ACCEPTED, ADOPTED AND APPROVED the 26th day of August, 1988
by the undersigned Owners of more than 51% of the Property as
described in the Declaration.

Y O LAND & CATTLE CO., INC.

By: [Signature]
Name: David M. Cummings, Jr.
Title: President

[Signature]
David M. Cummings, Jr.

[Signature]
Chas. Schreiner, III

[Signature]
Chas. Schreiner, IV

[Signature]
Walter R. Schreiner, Jr.

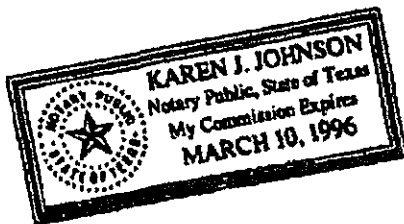
[Signature]
Gus L. Schreiner

[Signature]
Lou's A. Schreiner, II

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 2nd day of September, 1994, by David M. Cummings, Jr., President of Y O LAND & CATTLE CO., INC., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
My commission expires: _____

Notary's printed name _____

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 6th day of September, 1994, by DAVID M. CUMMINGS, JR., CHAS. SCHREINER, III, CHAS. SCHREINER, IV, WALTER R. SCHREINER, JR., GUS L. SCHREINER and LOUIS A. SCHREINER, II.



Karen Johnson
Notary Public, State of Texas
My commission expires: _____

Notary's printed name

Provisions which restrict the sale, rental or use of the described property because of race or race is void and unenforceable under Federal Law
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in File Number Subcase 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

c:\wp51\forms\712

NOV - 4 1994



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

FILED BY, RETURN TO:

H. RITMAN JONS ✓
829-B Main Street
Kerrville, TX 78028
(512) 896-8383

RECORD

VOL

Real Property
772 PG 251

RECORDING DATE

NOV - 4 1994



Patricia Dye
COUNTY CLERK, KERR COUNTY

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.

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR Y O LAND AND CATTLE COMPANY
RANCHLAND, KERR COUNTY, TEXAS

F 4566

The undersigned, representing the Members entitled to cast a majority of the votes of the Y O LAND OWNERS ASSOCIATION and by the authority of Article 15 of the Declaration of Covenants, Conditions and Restrictions for Y O Land and Cattle Company Ranchland dated August 14, 1986, recorded in Volume 388, Page 674, Real Property Records of Kerr County, Texas, (hereinafter referred to as "the Restrictions") do hereby adopt the following amendments to the Restrictions.

Amendment 1. Article 1, paragraph (c), subparagraph (ii) on page 2 of the Restrictions is hereby amended to read as follows:

"(ii) If Declarant is the owner of any property which it desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that no additional property may be added to the concept of this Declaration unless such addition is first approved by members entitled to cast a two-thirds (2/3rds) majority vote of the Association; and FURTHER PROVIDED that any additions made pursuant hereto, when made, shall automatically extend

the jurisdiction, functions, duties and membership of the Association to the property added."

Amendment 2. Article 1, paragraph (d) on page 2 of the Restrictions is hereby amended to read as follows:

"(d) "Member" shall mean and refer to Declarant and each owner of a fee simple interest ("Owner") in any property within the Properties. Each Member shall be entitled to one vote for each acre owned; PROVIDED, HOWEVER, no member shall be entitled to vote, serve on the Board of Directors, or serve on a Committee, unless and until all dues and assessments have been paid current."

Amendment 3. Article 2, paragraph (b) on page 2 of the Restrictions is hereby amended to read as follows:

"(b) No mobile home or other type of portable structure shall be used on any portion of the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of recreation and vacation as lodging, but the same must be removed from the Properties when not in use for the foregoing purposes. Additionally, any temporary mobile home, trailer or camper shall be placed on the Properties a distance greater than 500 feet from the main roadway easement or 300 feet from any Property line or secondary roadway and must be well screened

behind hills or trees to substantially eliminate visibility from the main roadway."

Amendment 4. Article 2, paragraph (c) on pages 2 and 3 of the Restrictions is hereby amended to read as follows:

"(c) No permanent structure (home, barn, etc.) other than fencing shall be placed on the Properties less than 500 feet from the main roadway easement or 300 feet from any Property line or secondary roadway and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway."

Amendment 5. Article 2, paragraph (e) on page 3 of the Restrictions is hereby amended to read as follows:

"(e) No open fires shall be permitted on the Property unless approval is obtained in advance from the Security Guard or a member of the Security and Fire Safety Committee."

Amendment 6. Article 2, paragraph (h) on page 3 of the Restrictions is hereby amended to read as follows:

"(h) The Properties may not be divided into smaller parcels than 50 acres. In the event any Properties are divided into smaller parcels of not less than 50 acres each then those divided parcels will receive hunting quotas as determined by the Wildlife Committee."

Amendment 7. Article 2, paragraph (m) on pages 3 and 4 of the Restrictions is hereby amended to read as follows:

"(m) Individual water systems and sewage disposal systems shall be located, constructed and equipped in compliance

with Texas State Health Department requirements, rules and regulations of Kerr County and any other applicable governmental laws, rules or regulations.

Amendment 8. Article 2, paragraph (o) on page 4 of the Restrictions is hereby amended by adding the following to the end thereof:

"(o)...In the event that an Owner desires to sell his game to a non-Owner hunter, either the Owner or a qualified guide must supervise and accompany the hunter at all times."

Amendment 9. Article 2 is further amended by adding the following new paragraph (q) to the end thereof:

"(q) A storage shed having a maximum floor area of 8 ft. x 10 ft. may be placed on a parcel or tract provided that its location conforms with the restrictions contained in paragraph 2(c) hereof."

Amendment 10. Article 4 on page 5 of the Restrictions is hereby amended by adding the following sentence to the end of said article:

"4. Creation of Lien and Personal Obligations for Assessments...By way of clarification (and amendment, if necessary) the Declarant shall pay to the Association assessments or charges to the same extent and under the same conditions as other Owners in the subdivision."

Amendment 11. Article 6 on pages 5 and 6 of the Restrictions is hereby amended by adding the following new subparagraph (i) and by deleting the last paragraph of said article and adding the following:

"(j) Household Trash Removal.

In the event that additional funds are required which cannot be provided by regular dues, the Board of Directors may establish a special temporary assessment which will not exceed fifty percent (50%) of the last annual dues."

Amendment 12. Article 8 on pages 6 and 7 of the Restrictions is hereby amended to read as follows:

"8. Architectural Control Committee. No building or other improvements shall be erected, placed or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. The Architectural Control Committee shall be composed of a maximum of ten (10) volunteer members all of whom shall be Members of the Association and all of whom shall be appointed by the President of the Association, with the approval of the Board of Directors. The President shall

also designate the Chairman of the Architectural Control Committee. The members of the Committee shall serve concurrent with the elected Board of Directors. A majority of votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the President with the approval of the Board of Directors shall appoint a successor to serve for the remainder of the unexpired term. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been

commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions."

Amendment 13. Article 9 on pages 7 and 8 of the Restrictions is hereby amended to read as follows:

"9. Wildlife Committee. The Wildlife Committee shall be composed of a maximum of ten (10) volunteer members all of whom shall be Members of the Association and all of whom shall be appointed by the President of the Association with the approval of the Board of Directors. The President shall also designate the Chairman of the Wildlife Committee. The members of the Committee shall serve concurrent with the elected Board of Directors. A majority of votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the President with the approval of the Board of Directors shall appoint a successor to serve for the remainder of the unexpired term. No compensation shall be due or paid to either the members of the Committee

or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties. In this regard, the Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection. The SURVEY shall project the total numbers by sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the SURVEY and the BIOLOGIST'S harvest recommendations to determine each Owner's property. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's property will produce and such other criteria that the Wildlife Committee deems to be in the best interests of sound management of the wildlife herd on the Properties. The Wildlife Committee

shall be responsible for enforcing the provisions of Section 2 (c) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between Owners. The Committee's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto."

Amendment 14. Article 15 on page 9 of the Restrictions is hereby amended to read as follows:

"15. Consent of Members. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the Members entitled to cast a majority of the votes of the Association, evidenced by a document in writing bearing each of their signatures."

Amendment 15. Article 16 on pages 9 and 10 of the Restrictions is hereby amended by adding the following:

"16. Annual Financial Statements; Books and Records...The Finance Office of the Association is: Y.O. Ranch, Finance Office, 111 Junction Highway, Ingram, Texas, 78025."

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned Owners on the date set out by his and/or her signature.

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) 5A, 6A, 7 Suzanne P. Groff 4/8/95
 (Name) Date
 Total Acreage Owned: 170
 (Name) Date
 (Name) Date

THE STATE OF TX \$
 COUNTY OF Kerr \$

BEFORE ME, the undersigned authority, on this day personally appeared Suzanne P. Groff and , known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of April, A.D. 1995

My Commission Expires:

Debra J. Gunn
 Notary Public, State of TX

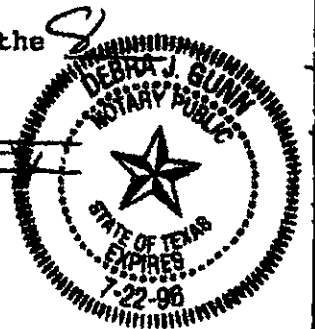
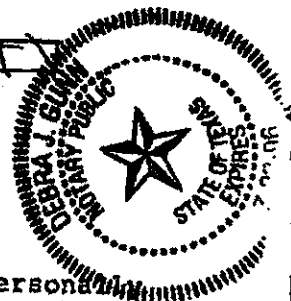
THE STATE OF TX \$
 COUNTY OF KERR \$

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of April, A.D. 1995

My Commission Expires:

Debra J. Gunn
 Notary Public, State of TX



The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) <u>10</u>	<u>Terry T. Tucker</u> Terry Tucker (Name)	<u>4-4-95</u> Date
Total Acreage Owned: <u>116</u>	<u>George Wright</u> George Wright (Name)	<u>4-4-95</u> Date
	<u>Juanita Simmons</u> Juanita Simmons (Name)	<u>4/4/95</u> Date

THE STATE OF Texas §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Terry Tucker, George Wright and Juanita Simmons, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th day of April, A.D. 1995.

My Commission Expires:

Susan Dawn Carmichall
Notary Public, State of Texas

THE STATE OF _____ §
COUNTY OF _____ §



BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D. 1995.

My Commission Expires:

Notary Public, State of _____

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) 11A00 Dan Feltz 4-8-95
DAN FELTZ (Name) Date

Total Acreage Owned: 82.01
 _____ (Name) _____ Date
 _____ (Name) _____ Date

THE STATE OF TEXAS §
 COUNTY OF REAR §

BEFORE ME, the undersigned authority, on this day personally appeared DAN FELTZ and _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of APRIL, A.D. 1995.

My Commission Expires:

Notary Public, State of TX

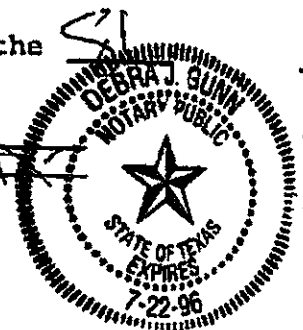
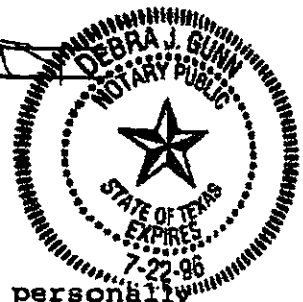
THE STATE OF TX §
 COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of April, A.D. 1995.

My Commission Expires:

Notary Public, State of TX



The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) _____ (Name) _____ Date _____

Total Acreage Owned: _____ (Name) _____ Date _____

_____ (Name) _____ Date _____

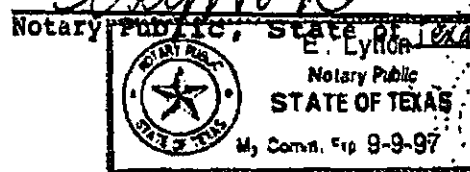
THE STATE OF Texas §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of May, A.D. 1995.

My Commission Expires:



THE STATE OF Texas §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared William FENCEAK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of May, A.D. 1995.

My Commission Expires:



Notary Public, State of Texas

N/A SEA

VOL 0802 PAGE 818

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) 25B

Benjamin Richard Nava 4-7-95
(Name) Date

Total Acreage Owned: 58

Benjamin W Nava Jr 4-7-95
(Name) Date

(Name) Date

THE STATE OF Texas §
COUNTY OF Harris §

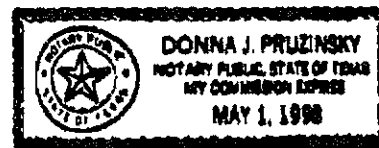
BEFORE ME, the undersigned authority, on this day personally appeared Benjamin Richard Nava Benjamin W Nava Jr known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of April, A.D. 1995

My Commission Expires:

Donna J. Pruzinsky
Notary Public, State of _____

THE STATE OF _____ §
COUNTY OF _____ §



BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D. 199 .

My Commission Expires:

Notary Public, State of _____

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCLAND.

Tract(s) 36

Michael V. Bray
(Name)

May 18, 95
Date

Total Acreage Owned: 95

(Name)

Date

(Name)

Date

THE STATE OF MA §

COUNTY OF PLYMOUTH §

BEFORE ME, the undersigned authority, on this day personally appeared Michael V. Bray and _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18 day of May, A.D. 1995.

My Commission Expires: 4/1/97

Glenn R. Sherman
Notary Public, State of MA

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D. 1995.

My Commission Expires:

Notary Public, State of _____

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) 47A William K. Schmitt 4/30/95
 (Name) Date
 Total Acreage Owned: 50 N/A
 (Name) Date
N/A
 (Name) Date

THE STATE OF CALIFORNIA §
 COUNTY OF SAN DIEGO §



BEFORE ME, the undersigned authority, on this day personally appeared and N/A, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 03 day of APRIL, A.D. 1995.

My Commission Expires: MAY 22, 1996

Monica M. Williams
 Notary Public, State of CALIFORNIA

THE STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D. 1995.

My Commission Expires: _____

Notary Public, State of _____

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) 51A C. T. Higgins (Name) _____ Date _____

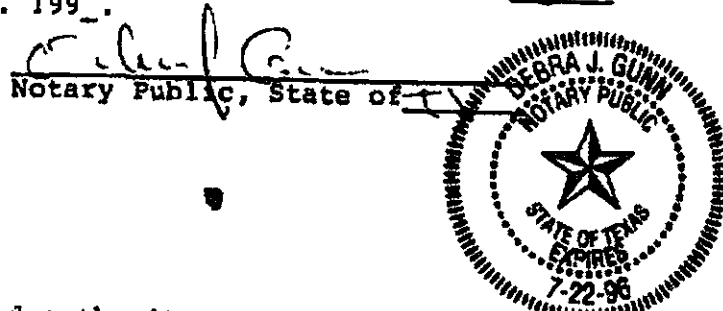
Total Acreage Owned: 62.46 _____ (Name) _____ Date _____
 _____ (Name) _____ Date _____

THE STATE OF Texas S
 COUNTY OF Hill S

BEFORE ME, the undersigned authority, on this day personally appeared H. T. Higgins and _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of April, A.D. 1999.

My Commission Expires: _____

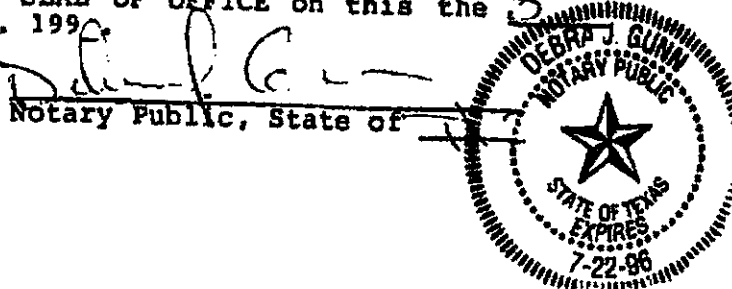


THE STATE OF TX S
 COUNTY OF Hill S

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of April, A.D. 1999.

My Commission Expires: _____



1002- 8255A

0802 PAGE 822

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) 52

William J. Holt
(Name)

4/6/95
Date

Total Acreage Owned: 55

Wm J. Holt
(Name)

4/6/95
Date

(Name)

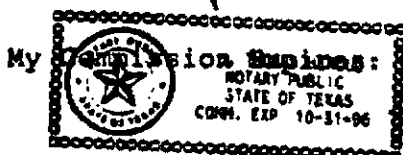
Date

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared William J. Holt and Anna L. Holt, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of April, A.D. 1995



[Signature]
Notary Public, State of _____

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D. 199 .

My Commission Expires:

Notary Public, State of _____

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) 53 Walter Schaefer 5/19/95
(Name) Date

Total Acreage Owned: _____

(Name) Date

(Name) Date

THE STATE OF Texas §
COUNTY OF Kear §

BEFORE ME, the undersigned authority, on this day personally appeared Karl Schaefer and _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of May, A.D. 1995.



Mairie E. Gray
Notary Public, State of Texas

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D. 199__.

My Commission Expires: _____ Notary Public, State of _____

The undersigned Owner(s) hereby adopt(s) and approve(s) Amendment numbers one (1) through fourteen (14) in the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Y O LAND AND CATTLE COMPANY RANCHLAND.

Tract(s) 57-11 10-27-95
 (Name) Date
 Total Acreage Owned: 1.00
 (Name) Date
 (Name) Date

THE STATE OF Texas §
 COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared John Doe and Jane Doe, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of March, A.D. 1992.

My Commission Expires:

Peggy Henger
 Notary Public,



THE STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D. 1992.

My Commission Expires:

Notary Public, State of _____

DC216/a:4486.3/ 9/27/95

[8139

ASSIGNMENT OF DECLARANT'S RIGHTS AND ACCESS EASEMENT

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR *

THAT, Y O LAND & CATTLE CO., INC., a Texas corporation (herein "Assignor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, the receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto SCHREINER PROPERTIES, INC., a Texas corporation, (herein "Assignee"), all of Assignor's right, title and interest in and to the following:

1. All interest of Declarant (including Declarant's enforcement rights) in the Covenants, Conditions and Restrictions and all amendments thereto recorded in Volume 388, Page 674, Real Property Records, Kerr County, Texas.
2. Any and all right and interest of Y O Land & Cattle Co., Inc. as the dedicating party and/or owner in and to i) plat of Y O Ranchlands, Section One, of record in Volume 5, Page 345, Plat Records of Kerr County, Texas; (ii) plat of Y O Ranchlands, Section Two, of record in Volume 5, Page 357, Plat Records of Kerr County, Texas; and (iii) plat of Y O Ranchlands, Section Three, of record in Volume 6, Page 17, Plat Records of Kerr County, Texas.
3. Easement Agreement to Schreiner's, Cummings and Subsequent Owners recorded in Volume 23, Page 15, Kerr County Easement Records but subject to the reservations, encumbrances, terms and conditions of said Easement Agreement.

This assignment is made and accepted SUBJECT TO the uninterrupted right of Assignor, its successors and assigns to use the roads as set forth in the referenced restrictions, plats and the Easement Agreement recorded in Volume 23, Page 15, Kerr County Easement Records for access to and egress from the following properties, and the right to grant to others the same rights, to-wit:

FILED FOR RECORD

at 3:35 o'clock P.M.

OCT 25 1995

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

500 100 100

9

DC216/a:4486.3

All of Tracts Nos. 94, 38A, 38B, 130, 46B, 47A and 101 of Y O RANCHLANDS, subdivisions in Kerr County, Texas, according to the various plats thereof recorded in the Plat Records of Kerr County, Texas.

Executed the 29th day of September, 1995.

ASSIGNOR:

Y O LAND & CATTLE CO., INC.

By: [Signature]
Name: David M. Cummings, Jr.
Title: President

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me this 29th day of September, 1995, by DAVID M. CUMMINGS, JR., President of Y O LAND & CATTLE CO., INC., a Texas corporation, on behalf of said corporation.

My Commission expires: _____

[Signature]
Notary Public, State of Texas
Notary's printed Name: _____

PREPARED IN THE OFFICE OF:

H. RITMAN JONS
Attorney-at-Law
829-B Main Street
Kerrville, Texas 78028
(210) 896-8383



FILED BY, RETURN TO:

H. RITMAN JONS
829-B Main Street
Kerrville, TX 78028
(512) 896-8383

Prohibits liens which restrict the sale, rental or use of the described property
because of color or race is illegal 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 hereon by me and was duly RECORDED in the
Official Public Records of Real Property of Kerr County, Texas on

OCT 25 1995



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL. 821 NO 493

RECORDING DATE

OCT 25 1995



Patricia Dye
COUNTY CLERK, KERR COUNTY

ps104/b:yola.1/9-21-01

VOL. 1165 PAGE 0359

00200

STATUS OF Y.O. RANCLANDS ROADS

YO LANDOWNERS ASSOCIATION, INC., acting herein by and through its President, **PAUL M. BRYANT**, for the purpose of clarifying questions arising concerning the roads in **Y.O. RANCLANDS SECTION ONE**, a subdivision of record in Volume 5, Page 345, Plat Records of Kerr County, Texas, **Y.O. RANCLANDS SECTION TWO**, a subdivision of record in Volume 5, Page 357, Plat Records of Kerr County, Texas, and **Y.O. RANCLANDS SECTION THREE**, a subdivision of record in Volume 6, Page 17, Plat Records of Kerr County, Texas, does hereby make the following representations:

1. By instrument entitled *Easement Agreement* dated August 14, 1986, recorded in Volume 23, Page 15, of the Easement Records of Kerr County, Texas, certain easement rights for ingress and egress purposes were granted and conveyed to current and future owners of tracts within **Y.O. RANCLANDS SECTIONS ONE, TWO AND THREE**.

2. By instrument entitled *Special Warranty Deed* (hereinafter called the Special Warranty Deed) dated May 28, 1993, recorded in Volume 697, Page 179, of the Real Property Records of Kerr County, Texas. **Y.O. LAND & CATTLE CO., INC.** conveyed to **YO LANDOWNERS ASSOCIATION, INC.** the surface interest only of all private roads in **Y.O. RANCLANDS SECTIONS ONE, TWO AND THREE** as said roads are shown on the recorded plats of said subdivisions.

3. Although the Special Warranty Deed purports to convey all of the roadways in Sections One, Two and Three of the **Y.O. RANCLANDS** to **YO LANDOWNERS ASSOCIATION, INC.** it does make it clear that it is not conveying parts of those roadways that are "*not owned by Y.O. LAND & CATTLE CO., INC. but are in fact owned by third parties as shown on the Plat of Y.O. RANCLANDS, SECTION ONE*".

4. When **Y.O. LAND & CATTLE CO., INC.** conveyed tracts in **Y.O. RANCLANDS SECTION ONE**, some of the tracts were conveyed to the middle of the road and some of the tracts were conveyed to the perimeter of the road. When a tract was conveyed to the middle of the road, then that part of the road was arguably not conveyed to **YO LANDOWNERS ASSOCIATION, INC.** by the Special Warranty Deed because **Y.O. Land & Cattle Co., Inc.** had already conveyed part of the road to the landowner. Attached hereto is a worksheet prepared by the **YO LANDOWNERS ASSOCIATION, INC.** that shows which roadways are owned by the adjacent landowner and which roadways are owned by **YO LANDOWNERS ASSOCIATION, INC.** Also a copy of surveyor's letter is attached hereto as an exhibit. **YO LANDOWNERS ASSOCIATION, INC.** believes the information on the attachment to be correct but it makes no warranty or guaranty to this effect.

\$13

ps104/c:yola.1/9-21-01

VOL. 1165 PAGE 0360

Dated this 04 day of JANUARY, 2002.

YO LANDOWNERS ASSOCIATION, INC.

By: Paul M. Bryant
PAUL M. BRYANT, President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me by PAUL M. BRYANT, President of YO LANDOWNERS ASSOCIATION, INC., on the 04 day of JANUARY, 2002, on behalf of said YO LANDOWNERS ASSOCIATION, INC.

Filed in & Returns: Craig Leslie
Yo Landowners Assn Inc
Paul M. Bryant
PO Box 272
Mt Home, TX
78058



FILED FOR RECORD
at 1:25 p.m.

JAN 08 2002

JANNETT PIERCE
Notary Public, Kerr County, Texas
Adrian R. [Signature]

VOL 1165 PAGE 0361
 Y.O. LANDOWNERS ASSOCIATION, INC.
 LANDOWNER BY NAME
 AS OF:
 (12/1/01)

LOT NO.	LANDOWNER	ACREAGE	FENCED	LOT NO.	ROAD R/W	Y	Y.O. LAND	LOT	Y.O. LAND
								AC.	AC.
1A	Y.O. RANCH	78.62	78.62	1A				78.62	
1B	Y.O. RANCH	61.61	61.61	1B				61.61	
2A	Y.O. RANCH	55.72	55.72	2A				55.72	
2B	Y.O. RANCH	53.35	53.35	2B				53.35	
2C	Y.O. RANCH	53.79	53.79	2C				53.79	
2D	Y.O. RANCH	42.63	42.63	2D				42.63	
3A	Y.O. RANCH	61.65	61.65	3A				61.65	
3B	Y.O. RANCH	62.22	62.22	3B				62.22	
4A1	Y.O. RANCH	68.35	68.35	4A1				68.35	
4A2	Y.O. RANCH	68.91	68.91	4A2				68.91	
4B	Y.O. RANCH	80.00	80.00	4B				80.00	
5A	Y.O. RANCH	14.74	14.74	5A				14.74	
5B	Y.O. RANCH	74.65	74.65	5B				74.65	
6A	Y.O. RANCH	77.31	77.31	6A				77.31	
6B	Y.O. RANCH	48.32	48.32	6B				48.32	
7	Y.O. RANCH	48.65	48.65	7				48.65	
8	Y.O. RANCH	44.74	44.74	8				44.74	
9	Y.O. RANCH	116.10	116.10	9				116.10	
10	Y.O. RANCH	113.45	113.45	10				113.45	
11A/B	Y.O. RANCH	116.48	116.48	11A/B				116.48	
12	Y.O. RANCH	62.03	62.03	12				62.03	
13	Y.O. RANCH	74.16	74.16	13				74.16	
14	Y.O. RANCH	62.28	62.28	14				62.28	
15	Y.O. RANCH	124.45	124.45	15				124.45	
16	Y.O. RANCH	124.34	124.34	16				124.34	
17	Y.O. RANCH	62.30	62.30	17				62.30	
18	Y.O. RANCH	61.62	61.62	18				61.62	
19	Y.O. RANCH	74.68	74.68	19				74.68	
20A1	Y.O. RANCH	74.18	74.18	20A1				74.18	
20A2	Y.O. RANCH	55.00	55.00	20A2				55.00	
20B	Y.O. RANCH	38.46	38.46	20B				38.46	
20C	Y.O. RANCH	67.00	67.00	20C				67.00	
20D	Y.O. RANCH	78.08	78.08	20D				78.08	
20E	Y.O. RANCH	30.03	30.03	20E				30.03	
20F	Y.O. RANCH	51.00	51.00	20F				51.00	
20G	Y.O. RANCH	78.48	78.48	20G				78.48	
20H	Y.O. RANCH	42.63	42.63	20H				42.63	
20I	Y.O. RANCH	42.62	42.62	20I				42.62	
20J	Y.O. RANCH	61.06	61.06	20J				61.06	
20K	Y.O. RANCH	70.85	70.85	20K				70.85	
20L	Y.O. RANCH	57.31	57.31	20L				57.31	
20M	Y.O. RANCH	30.00	30.00	20M				30.00	
20N	Y.O. RANCH	68.28	68.28	20N				68.28	
20O	Y.O. RANCH	59.98	59.98	20O				59.98	
20P	Y.O. RANCH	80.07	80.07	20P				80.07	
20Q	Y.O. RANCH	126.88	126.88	20Q				126.88	
20R	Y.O. RANCH	64.64	64.64	20R				64.64	
20S	Y.O. RANCH	107.69	107.69	20S				107.69	
20T	Y.O. RANCH	62.39	62.39	20T				62.39	
20U	Y.O. RANCH	62.39	62.39	20U				62.39	
20V	Y.O. RANCH	117.63	117.63	20V				117.63	

TRACTLISTED BY ROAD

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TRACTILIST2 by hand

[illegible]

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68	FERRELL	103.21	105.21
69	PALMER	38.36	
80	BYRONHINK	61.83	
81	CAMPBELL FOR Family Ltd	57.02	
82	CAMPBELL FOR Family Ltd	53.26	
83	SADLER	42.03	
84	SADLER	64.09	
85	SADLER	68.9	
86	SADLER	72.84	
87	SADLER	49.09	
88	SADLER	71.16	
89	SADLER	70.35	
90	SADLER	3.96	
91	WHITTEBURG	60.8	
92	GOCHNEY	60.80	
93	SADLER	54.48	
94	SADLER	45.75	
95	SADLER	65.46	
96	SADLER	59.42	
97	WHITTY	73.12	
98	CRESMON	62.43	
99	KING	81.23	
100	RICHAL	59.68	
101	FAHBERT	45.10	
102	WILLIAMSON	62.46	
103	WILLIAMSON	60.00	
104	WILLIAMSON	62.81	
105	FORBES/SOUTHERN SERVICE	70.50	
106	HATHWAY Land	72.85	
107	HATHWAY Land	57.87	
108	YO LAND & CATTLE CO	59.40	
109	NOBLES	56.78	
110	NOBLES	46.39	
111	FAHBERT	47.58	
112	FAHBERT	52.18	
113	CRAWFORD	52.22	
114	ACRLESCH	62.13	
115	YO LAND & CATTLE CO	62.13	
116	LAWTON	58.45	
117	YO LAND & CATTLE CO	58.51	
118	Bruc Williams et al	51.16	
119	YO LAND & CATTLE CO	50.86	
120	DAVIS, L	52.71	
121	GOZGALES	61.64	
122	YO LAND & CATTLE CO	65.34	
123	PASQUA	73.57	
124	WILLIAMS, BRUCE	76.05	
125	DAVIS, L. A. B. Williams	79.27	
126	YO LAND & CATTLE CO	78.43	
127	SECZYK E.L.	64.69	
128	SECZYK - EMM Land	68.54	
129	TOTAL	10353.86	
130		1784.23	
131		4013.09	
132			
133			
134			

Unrecorded Area: 6041.77

TRACTLIST by bed

ent By: Voelkel Engineering & Surveying; 830 257 3377;

Dec-19-01 10:42AM;

Page 1/1

VOL. 1165 PAGE 0364

VOELKEL ENGINEERING & SURVEYING, PLLC
 200 CLAY STREET, KERRVILLE, TEXAS 78029-3377

December 18, 2001

Kerr County Appraisal District
 1836 Junction Highway
 P.O. Box 294387
 Kerrville, Texas 78029-4387

RECORDER'S NOTE
 AT TIME OF RECORDATION INSTRUMENT FOUND
 TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
 REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
 PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
 PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

Chief Appraiser:

I have been asked to research and answer the question "What is the portion of the YO Ranchlands Subdivision that is included in the private road system owned by the YO Landowners Association, Inc?" A review of the plats and the county records was completed by the YO Landowners Association and I have examined their work. That work is attached.

Based on our review, there are 146.34 acres of roads owned by the YO Landowners Association, Inc. Title to this land was conveyed to them by the YO Land & Cattle Co. under the Special Warranty Deed dated May 28, 1993 and recorded in Volume 697 Page 179 of the Real Property Records of Kerr County, Texas.

Currently your tax records indicate 47.21 acres of roads owned by YO Landowners Association, Inc. and 5.13 acres of park owned by YO Land & Cattle Company. Both of these acreages and an additional 94 acres should be shown as owned by YO Landowners Association, Inc. consistent with the Special Warranty Deed referenced above.

Sincerely,



Lee Voelkel
 County Surveyor for Kerr County

Attachment

copy: Paul Bryant, Pres. YO Landowners Association, Inc.

Producers herein which restrict the sale, rental or use of the described property because of color or race is illegal 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

JAN 09 2002



Jannet Pieper
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
 VOL. 1165 PG. 359
 RECORDING DATE

JAN 09 2002



Jannet Pieper
 COUNTY CLERK, KERR COUNTY, TEXAS

VOL. 1300 PAGE 0288



YO LANDOWNERS ASSOCIATION

2003 AMENDMENT

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE YO RANCHLANDS

KERR COUNTY, TEXAS

ADOPTED September 2003

FILED FOR RECORD
at 4:47 o'clock P.M.

SEP 15 2003

JANNETT PIPPER
Deputy County Clerk, Kerr County, Texas

Handwritten: \$65050501

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Provision herein which restricts the sale, rental or use of the described property because of color or race is hereby and irrevocably 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

SEP 16 2003



Janet Piper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL.

Real Papers
1300 PG 288

RECORDING DATE

SEP 16 2003



Janet Piper
COUNTY CLERK, KERR COUNTY, TEXAS

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2003 AMENDMENT OF DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE YO RANCLANDS
KERR COUNTY, TEXAS

Amendment dated September 15th, 2003, to the Declaration of Covenants, Conditions and Restrictions for Y.O. RANCLANDS.

Recitals

- A. YO LAND AND CATTLE CO., INC. d/b/a YO LAND AND CATTLE COMPANY, did by instrument dated August 14, 1986, establish covenants, conditions and restrictions that are recorded in Volume 388, Page 674, of the Real Property Records of Kerr County, Texas (*the Restrictive Covenants*).
- B. The Restrictive Covenants were subsequently amended by instruments recorded in Volume 772, Page 251 and Volume 802, Page 803, of the Real Property Records of Kerr County, Texas.
- C. A Supplemental Declaration of Covenants, Conditions and Restrictions dated to be effective August 14, 1986 is recorded in Volume 1133, Page 0547, of the Real Property Records of Kerr County, Texas (*the Supplemental Restrictions*).
- D. The following described real property is subject to the Restrictive Covenants (*the Property*):
1. YO Ranchlands Section 1, a subdivision of record in Volume 5, Page 357, of the Plat Records of Kerr County, Texas.
 2. YO Ranchlands Section 2, a subdivision of record in Volume 6, Page 17, of the Plat Records of Kerr County, Texas.
 3. YO Ranchlands Section 3, a subdivision of record in Volume 6, Page 129, of the Plat Records of Kerr County, Texas.
- E. YO LAND OWNERS ASSOCIATION, INC. was incorporated as a Texas non-profit corporation on August 8, 1988 (*the Association*).

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- F. YO LAND & CATTLE CO., INC. conveyed all of its right, title and interest in and to the private roads in the Property to the Association by Special Warranty Deed dated May 28, 1993, recorded in Volume 697, Page 181, Real Property Records of Kerr County, Texas.
- G. YO LAND & CATTLE CO., INC., the "Declarant" in the Restrictive Covenants, did by instrument entitled "Assessment Agreement" dated to be effective as of January 14, 1995, convey to the Association all of Declarant's rights, duties and powers relating to the management and operation of the Association effective as of June 3, 1995.
- H. YOLA further desires to provide for the preservation of the values and amenities of said ranchlands and provide for the maintenance thereof; and, for such purposes, The Association desires to subject the real property described herein, together with such additions as may hereafter be made thereto (as provided in Section 1) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and owners thereof.
- I. Paragraph 15 of the Restrictive Covenants provides that said Restrictive Covenants may be amended in whole or in part with the consent of the members entitled to cast a majority of the votes of the Association.
- J. The members entitled to cast a majority of the votes of the Association have approved of this Amendment as is evidenced by their signatures attached hereto.

NOW THEREFORE, the real property referred to herein, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth. The Restrictive Covenants and the subsequent amendments thereto, not including the Supplemental Restrictions, are hereby revoked and replaced in their entirety as follows:

Section 1) Definitions.

The following words or phrases when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Y O Land and Cattle Company" shall mean and refer to the former owner and primary developer of the real property described in Exhibit "A", attached hereto and referred to in Section I of this Declaration, and who created thereon a ranch development for agricultural purposes
- b) "Association" shall mean and refer to the Y O Landowners Association (YOLA or Association). The principal address of the Association is currently PO Box 409,

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Mountain Home, Texas 78058. The Association was formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the Properties.

- c) "Board" shall mean and refer to the Board of Directors of the Association.
- d) "Properties" shall mean and refer to the Y O Ranchlands, including without limitation the former Bundy, 70L Trap, North Mill Trap, New Well, West North Home, East North Home and Hyatt pastures (more accurately set forth in Flats Recorded in Kerr County for the three phases : Phase one — Vol 5 Pgs 345 - 356; Phase two — Vol 5 Pgs 357-360; Phase three — Vol 6 Pgs 17-20) and any other property which shall have been designated by the Y O Land and Cattle Company as a part of the Properties as herein provided and all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the following provisions:
 - 1) The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (herein above defined as the "Existing Property") is located in Kerr County, State of Texas, is described in Exhibit "A" attached thereto;
 - 2) If the Y O Land and Cattle Company or YOLA desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that no additional property may be added to the concept of this Declaration unless such addition is first approved by Members entitled to cast a two-thirds (2/3rds) majority vote of the Association; and FURTHER PROVIDED that any additions made pursuant thereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the property added.
- e) "Member" shall mean and refer to each Owner of a fee simple interest in any property within the Properties. Each Member shall be entitled to one vote for each acre owned; PROVIDED, HOWEVER, no member shall be entitled to vote, serve on the Board of Directors, or serve on a Committee, unless and until all dues and assessments have been paid current.
- f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties merely as a security for the performance of an obligation.
- g) "Architectural Control Committee" (ACC) shall mean and refer to that Committee as defined in Section 7 a), b), and c) hereof.
- h) "Wildlife Committee" shall mean and refer to that Committee as defined in Section 7 a), b), and d) hereof.

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- i) "Mercantile or Commercial Purpose" shall mean any business open to walk-in / drive-in customers (the general public) or causing an increase in traffic or using YOLA easements or causing an increase in noise or using natural resources of the YO Ranchlands or in any way contrary to the purpose stated in 1b above.
- j) "High Fence" is minimum eight (8) feet tall game containment fence.
- k) "Perimeter Fence" is defined as any High Fence that is the only high fence between the YO Ranchlands and properties not covered by these CC&R's.
- l) Distance "from road" shall mean the distance from the centerline of that road.
- m) "Agricultural Purposes" shall mean and include running livestock and exotic animals plus hunting, trapping, and taking of wild animals and wild birds.
- n) "Main Road" is defined as Camino Real, and YO Ranch Rd from Camino Real south to the YO Ranch entrance.
- o) "Secondary Road" is defined as any platted road which is not a Main Road.
- p) "Open Fires" include any fire except fire pits or barbecues.
- q) "Portable Housing" shall mean and include mobile homes, motor homes, camping trailers, campers, buses, or any other kind of portable housing.

Section 2) Affirmative and Protective Covenants.

The properties shall be used and occupied subject to the following restrictions:

- a) Each portion of the Properties shall be used for residential, recreational, hunting, ranching and Agricultural Purposes only. No property shall be used for any Mercantile or Commercial Purpose without a special permit issued by the Board.
- b) No Owner shall do any act that is harmful or injurious to any other Owner's property. Included within the meaning of this covenant shall be prohibitions against:
 - 1) Offensive, noxious, profane or unlawful use of the Properties.
 - 2) Storage on the Properties of any hazardous material without proper safeguards.
 - 3) Actions that disturb the peace.
- c) Parcel Size
 - 1) The Properties may not be further divided into parcels smaller than 50 acres.
 - 2) No parcel shall be divided in such a way that an existing improvement would no longer be in compliance with the CC&Rs.
 - 3) Any change of property boundaries or re-platting requires prior approval by the Board of Directors.

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d) Ownership Limitation

- 1) The maximum number of owners per parcel (single or multiple) is three (3).

Exceptions:

- (a) Ownership within a family group is exempt.
 - (b) Large parcels that average fifty (50) acres or more per owner.
- 2) Third party ownership (ownership by a partnership, corporation or other such legal entity) is subject to the following restrictions:
- (a) The Association must be notified in writing within thirty days of purchase of an individual contact person who is authorized to act on behalf of the ownership interest as the Member of record of the Association.
 - (b) The contact person will be understood to act on behalf of the ownership and be responsible to the Association for the activities of the ownership covered by these CC&R's including exercise of voting rights.
 - (c) The Association shall be notified in writing within thirty days of any change of the contact person.

e) Permits

No residence, structure, fence, or other improvement over two (2) feet tall, except as specifically excluded in this Section 2, shall be erected, placed or altered on any of the properties without first submitting documentation showing compliance with the CC&R's to the Architectural Control Committee for prior approval. This documentation shall include construction plans and specifications showing dimensions and a site plan showing the location of the structure or other improvements. The Architectural Control Committee shall indicate approval by signing and dating the specified plans, keeping a copy of same in the records of the Association, and issuing a permit for the specified project.

- 1) All residences and other structures constructed or erected shall be of new construction.
- 2) Any structure intended for human occupation shall be equipped with electricity (from the power grid), running water, and an approved septic system.
- 3) No prefabricated / pre-assembled or existing residences or garages may be moved onto any of the Properties.
- 4) One pre-built or skid mounted structure, having a maximum floor area of 8 ft. x 10 ft., may be placed on a parcel or tract provided that its location and specifications conforms with the restrictions contained in Section 2.

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- 5) Every effort shall be made to minimize the visual impact of any manmade structure on the Properties. No bright colored, shiny, or highly reflective roofs or sidings are permitted on any residence or other structure situated on the Properties. To achieve this goal, the ACC shall make rules and set standards as covered in Section 7c2 (below).

- 6) Residences or other structures shall be well screened behind hills or trees to substantially eliminate visibility from the Main or Secondary Roads, and Owners shall maintain such screening.

- 7) Exterior lighting must be shaded to minimize visibility of the light source from any road or adjacent property.

Focused lens lights such as spotlights and floodlights shall be aimed below the horizontal plane.

Other high powered lights shall be shaded such that the light source, relative to a horizontal plane at the bottom most point of the light source, is not visible when viewed at an angle 90 degrees above through 25 degrees below that horizontal plane.

- 8) No permit shall be required for unroofed patios, fire pits, barbecues, or other landscaping.

- 9) No opening or gate shall be made or maintained in the Perimeter Fence for any purpose without approval, in writing, from the Board.

f) Setbacks

Permanent structures (homes, barns, sheds, etc.), other than fencing, shall be placed on the Properties at least 300 feet from a Main Road and at least 300 feet from any Property line or Secondary Road, and must be well screened behind hills or trees to substantially eliminate visibility from the Main Road or Secondary Roads.

g) Fences, Entrances, Road and Driveway Markers

- 1) Fences & Entrances must be at least 90 feet from the centerline of any Main Road, or at least 60 feet from the centerline of any Secondary Road.
- 2) Fences & Entrances placed or constructed on any of the Properties shall be of similar design, size and equal quality and shall require approval by the Architectural Control Committee.
- 3) No reflective marker, light, flag, or decorative object shall be placed by an Owner within 90 feet of a Main Road or 60 feet of a Secondary Road

h) Signs

No sign of any kind shall be displayed on the Properties to the public view, except one sign for ranch identification. This sign, indicating direction and ownership of the properties or portion thereof, may be installed near the main entrance of an individual Owner's property, provided such sign shall be neat in appearance. Signs near ground level

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may not exceed five (5) feet in length and two (2) feet in height. Signs above ground level will be evaluated on a case by case basis. All signs shall require prior approval by the Architectural Control Committee.

i) **Water and Sewage Systems**

Individual water systems and sewage disposal systems shall be located, constructed, equipped, and maintained in compliance with applicable governmental laws, rules and regulations that apply to properties of fifty (50) acres or less.

j) **Mobile Homes, Motor Homes, etc**

No mobile home, motor home, camping trailer, camper, bus, or other kind of portable housing ("Portable Housing") shall be used on any portion of the Properties as a permanent or temporary residence, or be stored, except as described below.

The owner of a Property must obtain a permit from the ACC for each occurrence prior to any Portable Housing being placed or used on his/her property.

Any Portable Housing shall be placed on the Properties at least 500 feet from the Main Road and at least 300 feet from any property line or Secondary Road and must be well screened behind hills or trees to eliminate visibility from any road, or other Owner's property.

Use is limited and restricted as specified in sub-paragraph 1 through 3 (below).

- 1) Portable Housing may be used on the Properties as a temporary hunting lodge or camp during the State white tail deer and turkey hunting seasons.
- 2) Portable Housing may be used on an individual Owner's property as lodging during times of recreation and vacation for a maximum of twenty eight (28) days per year.
- 3) Portable Housing must be promptly removed from the Properties when not in use for the foregoing purposes, unless stored in an ACC approved fully enclosed structure.

k) **Hunting Blinds and Feeders**

- 1) Hunting blinds and feeders on any of the Properties shall be well screened behind hills or trees to substantially eliminate visibility from any road or other owner's permanent residence.
- 2) Hunting blinds and feeders must be at least 500 feet from the Main Road and at least 300 feet from any property line or Secondary Road.
- l) The Properties shall not be used or maintained as a dumping ground. Trash, garbage or other waste must be kept in sanitary containers that are not visible from any Main or Secondary Road or other property. Equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. Trash and waste must be hauled off or buried out of view of any Main or Secondary Road or other property. Abandoned vehicles or equipment must be removed from the Properties.

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m) Fires

No Open Fires shall be permitted on the Property unless notice is given to a member of the Fire Safety Committee or a Security Guard. Open Fires, for the purpose of this rule shall not include fire pits or barbecues.

This rule is subordinate to any Kerr County Burn Ban.

n) Hunting and Wildlife Management

It is the intent of the YOLA to actively manage the environment and the free ranging herds of both native and exotic species through hunting and other methods of herd density control where hunting alone does not sufficiently manage the population.

- 1) Hunting shall be permitted on Owner's individual properties only. No hunting is allowed from any Main or Secondary Road right-of-way.
- 2) Each Owner shall be entitled to harvest annually the quota of animals, whether native or exotic, on such Owner's Property as the Wildlife Committee determines as provided in Section 9 hereof. Individual hunter's state hunting license requirements and restrictions may also apply.
- 3) No Owner may harvest other than the aforementioned quota of animals. If an Owner desires to harvest other than his quota of animals, he must secure prior approval of the Wildlife Committee for same and pay to the Association in cash that amount which would be necessary to acquire those animals.

4) Alternate Game Harvesting Methods**(a) Fee Hunting**

In the event that an Owner desires to sell, barter or trade his game to a non-Owner hunter, the Owner must supervise and accompany the hunter at all times. The Owner must provide prior satisfactory proof of insurance to the Wildlife Committee.

(b) Approved Capture Methods

Owners may use approved capture methods, such as netting, darting, or trapping to secure their quota.

(c) Licensed Meat Hunters

Owners may use licensed meat hunters from qualified companies to secure their quota.

(d) In the event that (a), (b) or (c) above are used, the following conditions must be met:

- (1) A permit must be obtained from the Wildlife Committee.

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- (2) The Wildlife Committee must be notified of the exact date or dates and times for the hunting or trapping operation. (Except (a))
 - (3) The Wildlife Committee may, at its discretion, have a representative present. (Except (a))
 - (4) The Wildlife Committee shall be provided with a list at the end of each day's activity describing the species and sex of each animal taken. The Committee shall have the right to physically verify this count.
 - (5) Professional hunters or trappers used must provide prior satisfactory proof of insurance to the Wildlife Committee.
- 5) All disputes concerning specific Owner quotas on any of the Properties and any other wildlife disputes shall be handled by the Wildlife Committee.
 - 6) No Owner shall do any act that is designed to be harmful or injurious to the adjacent property owner. Included within the meaning of this covenant shall be a prohibition against feeding close to a property line.
 - 7) No Owner may release new species of live wild animals on any of the Properties without first securing the consent of the Wildlife Committee.

Owners may introduce domestic or exotic species on their own property for ranching/farming/hunting as long as the containment of, and health of, said animals is assured, and the Wildlife Committee has inspected the containment methods and given their consent in writing. These animals shall not be counted in the Owner's quota while on his/her property.

If any of these animals escape, they may be eliminated or removed by anyone in the Properties without cost or penalty.

To the extent that these animals escape or are allowed out of containment, the owner is responsible for their capture and any damage to the wildlife herd.
 - 8) Any Owner who causes his/her property to be completely and permanently High Fenced shall be exempted from the provisions of paragraphs (n) 2 and 3 above.
- o) Oil wells, open pits, and excavations
 - 1) No oil well drilling, oil development operations, oil refining, quarrying or mining operations or related activities shall be conducted and /or located on any of the Properties.
 - 2) Open pits and excavations visible from Main or Secondary Roads or adjacent properties shall be restored to a condition similar to the land prior to such excavation.
 - 3) The YOLA caliche pit on tract 25A1 or individual Owners use of caliche deposits within their own properties are exempt from the quarrying prohibition of 2o1 above.

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Section 3) Easements.

Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements, are reserved by the YOLA over, under and across the Properties, on the property boundary line where possible.

Full ingress and egress shall be allowed to the Association at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utilities.

Section 4) Creation of Lien for Assessments and/or Charges.

Each Owner (by acceptance of a deed for any portion of the Properties whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges.

The annual assessments and other charges, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Properties against which each such assessment and/or charge is made.

Section 5) Charges (Maintenance Fund, Fees, Fines, Other Maintenance Assessments)**a) Maintenance Fund Charge****1) Amount**

The amount of the annual maintenance fund charge shall be an amount fixed by the Board.

It is intended that the Board will, in good faith, fix the annual maintenance fund charge at an amount estimated to meet the expenditures necessary for the purposes hereinafter specified.

The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of each calendar year, which adjustment shall apply to the succeeding calendar year period.

In the event that additional funds are required which cannot be provided by regular dues, The Board of Directors may establish a special non-recurring assessment, not to occur more than once per year, which will not exceed fifty percent (50%) of the last annual maintenance fund charge.

2) Payment

The annual maintenance fund charge shall be due and payable in advance by the respective Owners annually on January 1 and will become delinquent on February 1. If land in the Properties becomes subject to the annual maintenance fund charge on a

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date other than January, the Owner of such land shall pay the prorata part of the annual maintenance fund charge in advance.

3) Late Payment

All past due maintenance fund charges shall be a charge on the land and shall be a continuing lien upon each portion of the Properties against which each such assessment and/or charge is made. In addition these charges shall be a personal debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time.

b) Fees, Fines, and Other Assessments

Fees, fines, and other assessments covered elsewhere in this document shall be due when levied and will become delinquent on the first of the month following that charge or thirty (30) days after, whichever comes later.

c) Securing Payment

Such charges referred to in 5a and 5b (above) shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge.

d) Delinquent Payments

- 1) If any assessment or any part thereof is not paid by the delinquency date (being the date specified in Section 5a3 or 5b of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest provided herein and cost of collection thereof as hereinafter provided, thereupon become a charge on the land and a continuing lien upon the property of the non-paying Owner and shall be unaffected by any sale or assignment of the property and shall continue in full force and effect until all delinquent payments are received.

No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas, the abandonment of his property, or any other reason.

- 2) If any assessment or part thereof is not paid by the delinquency date, the unpaid amount of such assessment shall bear interest from the due date at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto.

Additionally there shall be added to the amount of such assessment the cost of preparing and filing the complaint (including reasonable attorneys' fees, accounting fees, filing fees, etc.) in such action.

In the event a judgment is obtained, such judgment shall include interest on the assessment or fines and related costs as above provided.

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e) Subordination of the Lien to Mortgages.

The lien as a result of the charges provided for herein shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage or deed of trust affecting the property subject to any such charge or lien which has been filed for record in Kerr County, Texas, prior to the date payment such charges becomes due and payable. No such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure.

Section 6) Purpose of the Maintenance Fund.

The maintenance fund charge shall be uniformly imposed upon all lands in the YO Ranchlands, and said maintenance fund shall be used exclusively for the following in connection with areas within the YO Ranchlands in respect of which the charge is made:

- a) Accounting, office expense which includes all of the Association accounting, communication expense, postal fees, office supplies, etc.;
- b) Main Road maintenance which includes paving and working the Main Road as needed for reasonable rural automotive access;
- c) Perimeter High Fence repair and maintenance;
- d) Legal expenses which include any legal fees as may be required by the Association;
- e) The Association income tax preparation which includes cost of annual corporate Federal income tax return;
- f) The Association expense for security;
- g) The Association expense for wildlife surveys and consultations;
- h) The Association expense for insurance;
- i) The Association expense for Landowner trash removal;
- j) Miscellaneous, includes necessary costs expended to run the Association which are not already mentioned.

Section 7) Committees

a) Appointments and Resignations

Each committee shall be composed of a maximum of ten (10) volunteer members all of whom shall be Members of the Association and all of whom shall be appointed by the President of the Association, with approval of the Board. The President shall designate the Chairman of each committee with approval of the Board. The members of the Committee shall serve concurrent with the elected Board. In the event of death or

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resignation of any member of the Committee, the President with the approval of the Board shall appoint a successor to serve for the remainder of the unexpired term.

b) General Duties, Responsibilities, and Compensation

- 1) The Committee may designate a representative to act for it. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant.
- 2) A majority of votes shall prevail on any issue or subject requiring a decision of the Committee.
- 3) Each Committee shall, from time to time, propose to the Board, a Schedule of Fees and Fines for Permits and violations covered by that Committee.

c) Architectural Control Committee Duties

1) Permits

(a) Prior to issuing a permit, the ACC shall :

- Verify receipt of all documentation including the permit application fee.
 - Perform an on site inspection verifying all setbacks as indicated on the site plan and visibility of the proposed structure from the roads.
- If everything is in order and there are no outstanding notices of CC&R violations, the ACC will issue a permit to build.

(b) The Committee's approval or disapproval, as required herein, shall be provided in writing within thirty (30) days after plans and specifications have been properly submitted to the ACC.

(c) A permit is required for any operation over the roads within or through the Ranchlands of any truck or truck trailer combination with more than 12 tons GVW capacity.

2) Standards

(a) Establishing

The Architectural Control Committee shall establish measurable standards in support of Section 2 above and tests for those standards. These standards shall be documented and submitted to the Board for approval.

(b) Testing

The Committee may require a sample or samples of up to 12" X 12" to test the reflective quality of the materials.

(c) Availability of Specification.

The standards shall be included in a separate document that will be provided to Owners and their contractors on request

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3) Enforcement

The Architectural Control Committee, under Board direction, shall be responsible for enforcing the architectural and construction provisions of this Declaration on behalf of the Association.

4) Variances

The Architectural Control Committee, at its discretion, is hereby permitted to approve deviations in building area, construction, location, and other restrictions related to architecture or setbacks in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become part of the records of the Association. Variances are granted on a case by case basis only.

d) Wildlife Committee Duties**1) Wildlife Management**

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties.

(a) The Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection.

(b) The SURVEY shall project the total numbers by sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendations as to the harvest numbers by sex for each species.

(c) The Wildlife Committee shall use the SURVEY and the BIOLOGIST'S harvest recommendations to determine harvest quotas by sex for each species on the Properties. Quotas shall be based on what the Properties will sustain and any other criteria that the Wildlife Committee deems to be sound management of the wildlife herd on the Properties.

2) Enforcement

The Wildlife Committee shall be responsible, under Board direction, for enforcing the wildlife provisions of this Declaration on behalf of the Association.

3) Additional Rules and Regulations

The Committee may, from time to time, propose additional Rules and Regulations for wildlife management that will be submitted to the Board for approval.

Section 8) Voting Rights in the Association.**a) Notice Requirements.**

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Written notice shall be given to all Members at least twenty (20) days in advance of each General Landowner's meeting and shall set forth the purpose of such meeting.

b) Absentee Voting

An Absentee Ballot covering each item to be voted on at a meeting shall be provided with the notice of meeting. This ballot will provide opportunity for the owner to vote as if they were present at the meeting according to the instructions provided. This ballot will not include approval of minutes or financial statements unless such minutes or financial statement were included in the mailing. Facsimile responses will be considered valid ballots.

c) Voting Rights

The voting rights of any Member shall be suspended for any period during which any assessment, fee, or fine to be paid by such Member remains unpaid.

d) Quorum

The quorum required for any action shall be the presence at the meeting of Members or of Member absentee ballots entitled to cast fifty one percent (51%) of all of the votes in the Association.

e) Majority Assent

Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members who are voting in person or by absentee ballot at a meeting duly called for that purpose.

A voted assent shall not override a previous vote taken within the previous twelve (12) months unless the number of votes is greater than in the previous vote on that issue.

Section 9) Powers and Duties of the Board.

The Board, for the benefit of the Properties and the Owners shall have, the sole responsibility and authority to manage the business and affairs of the Association, and shall have the following authority and powers:

- a) To pay from the funds of the Association all legal and accounting services, policies of insurance incident to the operation of the Association, fidelity bonds, and other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

Policies insuring the Association against any liability to the public or the Owners (and/or invitees or tenants) shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured.

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- b) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- c) To enter Contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- d) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- e) To contract for all goods, services, and insurance payment for the Association, and to perform the functions of the Association.
- f) To reject fees, fines, rules, and regulations proposed by the Committees on a line item basis.
- g) To create a recommended list of Fees and Fines for areas not covered by the Committees.
- h) To submit a schedule of fees and fines proposed by the Committees and the Board to the Members for approval at a regularly scheduled General Meeting.
- i) To grant a conditional "Permit for Operation" to a mercantile or commercial business.
- j) To create committees as required to meet the current needs of the Association.
- k) To establish a transfer fee on property transactions and set it at a reasonable amount to cover Association expenses for bookkeeping and other paperwork related to the transfer.
- l) To approve any variances that it considers reasonable and appropriate on a case by case basis.
- m) To establish, enforce, and assess fines and penalties for the violation of rules established by the owners of the YO Ranch for the use of facilities situated on the YO Ranch

Section 10 Fees, Fines, and Special Assessments

New Fees, Fines, and Special Assessments, covered in this section, must be approved at a regularly scheduled General Meeting of the Membership, after approval by the Board. After approval, these Fees, Fines, and Special Assessments will be printed and distributed to the Membership.

a) Fees

Fees covered by this section are mandatory and shall be applied uniformly.

b) Fines, and Special Assessments

All Fines and Special Assessments shall be written specifying a cap on the fine or assessment.

Neither the Board nor any Committee is required to issue a Fine or Special Assessment. In the event that a Fine or Special Assessment is considered, the Landowner will be given the opportunity to discuss the issue with the Committee or the Board. If the Committee

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or the Board still feels that the Fine or Special Assessment should be imposed, the Board must determine the actual amount.

If the affected Landowner still feels that the "Fine or Special Assessment" is unwarranted, he/she may appeal to the general membership and 51% of all Members votes will override the decision of the Committee and the Board.

If the "Fine or Special Assessment" is overturned by a membership action, the fine plus interest will be refunded.

Section 11) Owner's Obligations to Repair

Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping the same in good condition and repair.

In the event that any Owner shall fail to maintain and repair his property and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain and restore the property and the exterior of the buildings and other improvements erected thereon.

Each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost of that maintenance or repair immediately upon demand.

The failure of any such Owner to pay the above amount shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 12) Perimeter Fence Repair

a) Intent

In order for the Association to meet its responsibility to manage the free ranging wildlife, the integrity of the outside High Fence (Perimeter Fence) must be maintained.

b) Maintenance and Repair

From time to time, it may be necessary for YOLA or its agents to enter private property for the sole purpose of inspecting and maintaining the Perimeter High Fence. YOLA or its agent shall, with appropriate notice (but not less than twenty (20) days) delivered by certified mail or delivered and signed for, accompanied by the land owner or his/her agent, or with written permission waiving this requirement, enter and effect such inspection. YOLA will encourage the Landowner or an agent to be present.

In the absence of a response to said request, properly served, YOLA shall have the assumed right to enter, inspect, and repair as if permission had been granted. Such repair shall be done with a minimum impact to ground and vegetation.

Emergency repairs will be made as rapidly as reasonably possible and may be on short notice.