

Item: **MOUNTAIN HOME OAKS SECTION ONE**

(Category: RESTRICTIONS)

Volume 1030, Page 752, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Item: **MOUNTAIN HOME OAKS SECTION ONE**

(Category: Subdivisions)

- a. Telephone Line Right-Of-Way Easement dated December 2, 1953 to Hill Country Telephone Cooperative, Inc., recorded in Volume 2, Page 367, Easement Records of Kerr County, Texas.
- b. Easement dated September 22, 1960 to Central Texas Electric Cooperative, Inc., recorded in Volume 3, Page 264, Easement Records of Kerr County, Texas.
- c. Easement dated October 2, 1964, to Central Texas Electric Cooperative, Inc., recorded in Volume 4, Page 74, Easement Records of Kerr County, Texas.
- d. Right Of Way Easement dated June 23, 1980, to Central Texas Electric Cooperative, Inc., recorded in Volume 12, Page 9, Easement Records of Kerr County, Texas.
- e. Right Of Way Easement dated December 22, 1980 to Central Texas Electric Cooperative, Inc., recorded in Volume 12, Page 410, Easement Records of Kerr County, Texas.
- f. Telephone Line Right-Of-Way Easement dated September, 1975 to Hill Country Telephone Cooperative, Inc., recorded in Volume 15, Page 538, Easement Records of Kerr County, Texas.
- g. Right Of Way Easement dated April 17, 1986 to Central Texas Electric Cooperative, Inc., recorded in Volume 23, Page 137, Easement Records of Kerr County, Texas.
- h. Right Of Way Easement dated February 18, 1987 to Central Texas Electric Cooperative, Inc., recorded in Volume 443, Page 217, Real Property Records of Kerr County, Texas.
- i. Right Of Way Easement dated January 31, 1990 to Central Texas Electric Cooperative, Inc., recorded in Volume 553, Page 226, Real Property Records of Kerr County, Texas.
- j. Right Of Way Easement dated February 23, 1990 to Central Texas Electric Cooperative, Inc., recorded in Volume 553, Page 232, Real Property Records of Kerr County, Texas.
- k. Right Of Way Easement dated June 6, 1991 to Central Texas Electric Cooperative, Inc., recorded in Volume 614, Page 407, Real Property Records of Kerr County, Texas.
- l. Telephone Line Right-Of-Way Easement dated December 19, 1990 to Hill Country Telephone Cooperative, Inc., recorded in Volume 627, Page 736, Real Property Records of Kerr County, Texas.
- m. Right Of Way Agreement dated April 5, 1994 to Central Texas Electric Cooperative, Inc.,

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**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF MOUNTAIN HOME OAKS**

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on September 16th 1999, at Kerrville, Texas, by **MID-OHIO SECURITIES CORP. FBO ROBERT E. BLANKENSHIP** ("Declarant"), whose mailing address is 36 Lake Avenue, P. O. Box 1529, Elyria, Ohio 44036-1529.

Recitals

1. Declarant is the owner of all that certain real property (the "Property") located in Kerr County, Texas, and being a subdivision of record in Volume 7, Page 24, of the Plat Records of Kerr County, Texas, known as **MOUNTAIN HOME OAKS** (the "Subdivision").
2. The Declarant has devised a general plan for the entire Property as a whole. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1

Definitions

Declarant

1.01 "Declarant" shall mean **MID-OHIO SECURITIES CORP. FBO ROBERT E. BLANKENSHIP** or an agent designated in writing by **MID-OHIO SECURITIES CORP. FBO ROBERT E. BLANKENSHIP** to act on its behalf, and any successor or assign thereof.

Tract

1.02 "Tract" shall mean each lot, parcel, or portion of the Property as shown, described and established by the Plat of the Property hereinbefore described.

Owner

1.03 "Owner" means the record owner or owners of the fee simple title to any Tract.

Association

1.04 "Association" means an incorporated association consisting of all Owners. Each Owner shall become a member of the Association contemporaneously with acquiring a Tract, without any further documentation of any kind.

Board

1.05 "Board" means the Board of Directors of the Association.

ARTICLE 2

Exterior Maintenance

If an Owner of any Tract fails to maintain the premises in a neat and orderly manner, the Declarant or the Association shall have the right, through its agents and employees, to enter the Tract in order to repair, maintain, and restore the Tract, including landscaping, and the exterior of any buildings and other improvements located on the Tract, all at the expense of the Owner.

ARTICLE 3
Use Restrictions and Architectural Standards

Residential Use Only

3.01 All Tracts shall be used for single-family residential purposes only. Single family use consists of uses as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than four natural persons who are not related by marriage or kinship. However, Declarant, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of selling Tracts or of constructing and selling residences on the Property.

Type of Buildings Permitted

3.02 No building shall be erected, altered, or permitted on any Tract other than one detached single-family dwelling not to exceed two stories in height, a guest home, a detached garage and appurtenant structures. All building and other structures shall be of new construction using new materials

Design, Minimum Floor Area, and Exterior Walls

3.03 Any residence constructed on a Tract must have a ground floor area of not less than 1,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. All buildings shall be neat in appearance and constructed of new materials. Except as provided in Paragraph 3.04 below, homes, old or new, may not be moved onto the Property.

New Manufactured Dwelling Houses

3.04 New manufactured dwelling houses which are not more than one (1) year old and not less than 1,000 square fee and arranged in what is commonly known as a "double-wide" configuration are permitted. These houses must have their tongues and axles removed, and be set on and permanently attached to permanent foundations. A manufactured dwelling house must be skirted with approved skirting offered by manufactured home industry. The roof must be peaked and shingled, and have a minimum width, exclusive of porches, carports, awnings, the like, of not less than twenty (20) feet.

Setbacks

3.05 No building shall be located on any Tract nearer to the front Tract line or any roadway than one hundred fifty (150) feet or nearer to the side line, interior line or rear Tract line than one hundred (100) feet. If two or more lots, or fractions thereof, are consolidated into a building site, these building setback provisions shall be applied to such resultant building site as if it were one original platted Tract. All barns or outbuildings shall be constructed or placed behind the permanent dwelling on the Tract.

Resubdivision or Consolidation

3.06 No Tract shall be resubdivided or split.

Easements

3.07 Easements for the installation and maintenance of utilities and drainage facilities are reserved in the Plat.

Noxious or Offensive Activities Prohibited

3.08 No noxious or offensive activity shall be conducted on any Tract that may be nor may become an annoyance or nuisance to the other residents of the subdivision.

Signs

3.09 No signs shall be allowed on any Tract except advertising the sale of the Tract or name of the owners of the land.

Oil Development and Mining Prohibited

3.10 No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Tract. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Tract.

Rubbish, Trash and Garbage

3.11 No rubbish, trash, garbage, construction debris or other refuse may be dumped or disposed of or allowed to remain on any Tract, vacant or otherwise.

Wrecked or Disabled Motor Vehicles

3.12 No wrecked or disabled motor vehicles of any kind or character shall be stored on the Property. No junk, repair or wrecking yard shall be located on any Property.

Sewage Disposal

3.13 No sewage disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive or otherwise adversely affects the natural beauty and value of the Property. Any sewage system shall not be permitted unless the system is designed, located and constructed in accordance with the requirements, standards, and recommendations of state, county, municipal, or other governmental subdivision or agency having lawful authority pertaining thereto. Approval of the system as installed shall be obtained from that authority.

Prohibited Activities

3.14 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Tract.

Domestic Livestock

3.15 The raising or keeping of swine or hogs on the Property is prohibited. Cattle, sheep, goats or other livestock or their offsprings may be kept on the Property in accordance with such reasonable rules as may be promulgated by the Association from time to time. All cattle, sheep, goats or other livestock allowed on the Property under the terms of these restrictions must be maintained within Property fences, pens, corrals and/or barns, and under such conditions as may be designated and approved by the Association. An Owner may not keep more than two (2) horses for each five (5) acres owned by such Owner. Domestic pets may be kept on the property provided that the same are maintained within an approved enclosure or controlled on a leash or similar restraint. Dogs are not allowed to roam off the Owner's property.

Other Motorized Vehicles

3.16 No motorcycle, motorized bicycle, go-cart, dirt-bike or all terrain vehicle shall be permitted to operate on any road or property unless it is "properly muffled" so as not to cause a nuisance and disturb other property owners.

Hunting

3.17 There shall be no commercial hunting conducted or allowed on the Property. Any hunting that takes place on the Property shall be subject to any rules, regulations and limitations that might be adopted by the Association in furtherance of a Wildlife Management Plan.

Drive and Parking

3.18 All residences must have parking and driveway areas. These areas must be upgraded from the present soil conditions to a minimum of a gravel surface.

ARTICLE 4

Easements

Reservation of Easements

All easements for the installation and maintenance of utilities are reserved as provided in and shown on the Plat. No shrubbery or other obstruction shall be placed in any easement. However, a fence may be placed across the easement if a gate is placed at each easement boundary and if the utility companies are given keys to any such gates that may be locked. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement that would interfere with the installation, maintenance, operation, or removal of such utility.

ARTICLE 5

Association

Creation

5.01 The Owners shall constitute the Association. Each Owner of a Tract, including Declarant, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Tract. Ownership of a Tract is the sole criterion for membership in the Association.

Transfer of Membership

5.02 Association membership can be transferred to the grantee of a conveyance of a Tract in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

5.03 The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and By-Laws, subject to this Declaration.

Membership Voting, Elections, and Meetings

5.04 Each Owner shall have one vote. There shall be at least one meeting of the membership each year. Owners of undivided interests in any Tract shall be considered as a single Owner for the purposes of exercising voting rights hereunder with the "designated voter" being authorized in writing by a majority of such Owners. At that meeting the Owners shall elect a Board consisting of three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership. Notwithstanding any contrary provision contained herein, until the Association has adopted or Declarant has conveyed 75% of the platted Tracts, whichever shall occur last, Declarant shall appoint the Directors and said Directors that are appointed by Declarant need not be Members of the Association.

Duties and Powers of Board

5.05 Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's By-Laws.
- (b) To enforce this Declaration, the By-Laws, its rules and regulations.
- (c) To elect officers of the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.

- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Declarant.
- (g) To establish and collect special assessments for other purposes.
- (h) Declarant and Declarant's Tracts shall be exempt from regular or special assessments.
- (i) To file liens against Owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (j) To receive complaints regarding violations of this Declaration, the By-Laws or the rules and regulations.
- (k) To hold hearings to determine whether to discipline Owners who violate this Declaration, the By-Laws, or the rules and regulations.
- (l) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (m) To hold regular meetings of the Board at least quarterly.

ARTICLE 6

General Provisions

Enforcement

6.01 Declarant or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

6.02 Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

6.03 These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the Property in whole

or in part, and their heirs, successors, and assigns. These easements, covenants, conditions and restrictions shall be for the benefit of the Property, each Tract and each Tract Owner.

Duration and Amendment

6.04 The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Real Property Records of Kerr County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

6.05 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

Liberal Interpretation

6.06 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 16th day of September, 1999.

**MID-OHIO SECURITIES CORP. FBO
ROBERT E. BLANKENSHIP**

By: 

LEONARD J. GIBEL, Vice President

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THE STATE OF OHIO §

COUNTY OF LORAIN §

This instrument was acknowledged before me on the 16th day of September, 1999, by **LEONARD J. GIBEL**, Vice President of **MID-OHIO SECURITIES CORP. FBO ROBERT E. BLANKENSHIP**, a corporation, on behalf of said corporation.



DIANE J. ROBINSON
Notary Public, State of Ohio
My Commission Expires Nov. 6, 1999

Diane J. Robinson

Notary Public, State of Ohio

RECORD *Real Property*
VOL 1030 PG 752
RECORDING DATE

SEP 20 1999



Jannett Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

✓ Filed By and Return To: Kerr County Abstract & Title Co.
303 Earl Garrett
Kerrville, Tx 78028

FILED FOR RECORD
at 9:15 o'clock A.M

SEP 17 1999

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Cheryl Thompson Deputy

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

SEP 20 1999



Jannett Pieper

COUNTY CLERK, KERR COUNTY, TEXAS