

KERRVILLE HILLS RANCH ESTATES NO. 1

RESTRICTIONS

Volume 1346, Page 21, Real Property Records of Kerr County, Texas; Volume 1546, Page 415, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement to L.C.R.A., dated April 9, 1946, recorded in Volume 79, Page 127, Deed Records of Kerr County, Texas. (AS PER LOTS 5-17, 19 & 20 ONLY)
- Easement to L.C.R.A., dated March 29, 1956, recorded in Volume 2, Page 589, Easement Records of Kerr County, Texas.
- Easement to L.C.R.A., dated June 21, 1968, recorded in Volume 5, Page 290, Easement Records of Kerr County, Texas.
- Road and Utility Easements as per the Plat recorded in Volume 3, Page 74, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 1346, Page 21, Real Property Records of Kerr County, Texas, and Volume 1546, Page 415, Official Public Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in Restrictions, recorded in Volume 1346, Page 21, Real Property Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from {PR,"insert Grantor of first deed",ST1,6} to {PR,"insert Grantee of first deed",ST1,6}, dated {PR,"insert date of first deed",DT2,8}, recorded in Volume {PR,"insert volume number of first deed",IN1,7}, Page {PR,"insert page number of first deed",IN1,6}, {PR,"insert record type of first deed",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

03151

VOL. 1346 PAGE 0021

2002 AMENDED RESTRICTIONS AND COVENANTS

FOR KERRVILLE HILLS RANCH ESTATES

(REPLACES ALL PRIOR RESTRICTIONS.)

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

WHEREAS, the majority of the lot owners in the subdivision have been granted the right and authority to amend the Restrictions and Covenants of Kerrville Hills Ranch Estates, and it is the desire of the majority of the lot owners to do so:

NOW, THEREFORE, the undersigned lot owners do hereby adopt, establish, promulgate and impress upon such subdivision the following amended restrictions and covenants.

I.

GENERAL PROVISIONS

I. **APPLICABILITY**

Each Contract, Deed, or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, reservations, restrictions, covenants, conditions and easements herein set forth, regardless of

whether or not any such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred to in any such instrument.

2. DEDICATION

The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

3. RESERVATIONS

The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the property owners in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service.

4. DURATION

The provisions hereof shall run with the land and shall be binding upon all lot owners and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be

automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter; and provided, further, however, that this instrument and the Reservations and Restrictions set forth herein may be repealed or altered, and additional restrictions may be adopted at any time by the owners of a majority of the lots. But, any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

5. ENFORCEMENT

- A. The Lot Owners' Association, and any person owning an interest in real estate in the subdivision, are authorized to enforce these restrictions.
- B. The Association and any person may proceed at law, or in equity, against any person or persons violating, or attempting to violate, such restrictions, covenant, law, or ordinance, including proceedings to restrain or prevent such violation, or attempted violation, by injunction. It shall not be a

prerequisite to the granting of injunctive relief to show inadequacy of legal remedy or irreparable harm.

- C. The Association and any person may recover from the violator actual damages, and, in addition, reasonable attorneys' fees and expenses.
- D. The Association may assess reasonable attorneys' fees and expenses of enforcement against all lots in the subdivision. Such assessment shall be made on an equal per acre basis and, if not paid within thirty (30) days after the date of notification of the assessment may be enforced as a lien against any lot in the subdivision by the Association executing a "Declaration of Lien" showing the amount of the assessment, the legal description of the land, and recording such Declaration in the land records of Kerr County, Texas. Such lien shall have its inception at the date of the notice of assessment, and shall be enforceable and foreclosed upon the same as judgment liens of District Court of the State of Texas. Such lien shall bear interest at the legal rate applicable to judgments.
- E. All remedies set forth herein are cumulative and neither the Association, nor any other person, shall be required to elect any particular remedy.

F. The Association may assess and record a lien for all attorneys' fees and expenses incurred in enforcement against a particular violator, against such violator's interest in any lot in the subdivision. Such lien shall be created and enforced as follows:

1. The violator shall be given thirty (30) days written notice by ordinary mail addressed to the lot owner's subdivision address, and, in addition, to any other current address known to the Association.
2. After the expiration of 30 days, the Association may then record a "Declaration of Lien" in the real estate records of Kerr County, Texas, and, further, shall send a copy to the violator as provided above. Such lien shall show the amount of the assessment, the legal description of the land, and shall be recorded in the land records of Kerr County, Texas. Such lien shall have its inception at the date of the recording, and shall be enforceable and foreclosed upon, the same as judgment liens of District Courts of the State of Texas. The amount of such lien shall bear interest at the legal rate applicable to judgments.

G. The Association, and the Association's agents, may enter upon any lot in the subdivision and correct a violation at the expense of the owner.

Provided, however, that, before such entry, the Association shall give the following notices:

1. Thirty (30) days notice of the violation; and
2. After the expiration of such 30 days notice, and additional 30 days notice stating that after the expiration of 30 days the Association will come upon the land and correct the violation.

The Association may enforce a lien against the offending lot by means of the same procedure set forth above pertaining to "Declaration of Lien."

6. PARTIAL INVALIDITY

In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

7. EFFECT OF VIOLATIONS ON MORTGAGEES

No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record

or otherwise affect the rights of the mortgagee under any such mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, however, to the provisions herein contained.

II.

GENERAL RESTRICTIONS

1. REGARDING SUBDIVISION

No lot shall be re-subdivided more than once and never into more than two (2) tracts and in no event shall any lot thus created contain less than two (2) acres.

2. USE

- A. Each lot shall be used solely and only for single family residential purposes.
- B. No lot shall be used for any business, commercial, or church purpose whatsoever.
- C. 1. Except, however, a home business conducted by the resident is permitted.

2. A "home business" is one conducted by the resident; and
 3. is one for which there is no external evidence, such as:
 - a. Signs;
 - b. Parking of employees, customers, or other business related persons;
 - c. Display of product; or
 - d. Manufacturing, stabling, assembling, warehousing, or storing of products.
 4. It is the intent of this home business exception to allow a resident to conduct business from his home by mail, telephone, fax, and e-mail, where there is no external evidence of such business.
- D. Only one (1) single family residence shall be constructed on any one (1) lot in the subdivision. Subject to the following provisions hereof, one (1) garage, one (1) guest house, and one (1) servant's quarters may be constructed on any one (1) lot. Any garage, guest house, or servant's quarters must be adjacent to and form a part of the principal residence area

or complex. If the wall of such garage, guest house, or servant's quarters nearest the main residence is more than fifty (50) feet distance from the nearest wall of the main residence, and is not connected to the main residence by a hallway or covered walkway, then such building is not adjacent to and does not form a part of the principal residence area or complex and is in violation of these restrictions. Neither the garage, guest house, nor servant's quarters shall exceed the main residence in enclosed area.

- E. "Servant's quarters" is defined as a building in which bone fide employees of the legal possessors reside. Such employees shall be employees who work on the premises. Servant's quarters are limited to one family.
- F. Each residence constructed on any lot shall be a single family dwelling and, shall contain not less than 2,000 square feet of enclosed living and heated area not including porches or outbuildings. The exterior of such dwelling, including any outbuildings, shall be constructed of permanent type building materials of the usual and general use in the construction of residences in nice appearing first-class neighborhoods requiring a minimum of 2,000 square feet of heated area or more for residences. The preferred exterior construction shall consist of at least one-half (1/2) masonry, but the

Architectural Committee may forego the required use of masonry and permit the use of other exterior materials such as stained cedar and glass, depending upon overall architectural design, compatibility of exterior construction materials with surrounding landscape and nearby improvements and other similar factors which the committee may deem appropriate.

G. PROSECUTION OF CONSTRUCTION

The construction of any structure, once commenced, shall be diligently prosecuted and, in any event, shall be completed before the expiration of one (1) year following commencement. No guest house, garage, servant's quarters, or outbuilding shall be constructed prior to the construction of the main dwelling.

H. SETBACKS

1. No part of any structure shall be closer than twenty five feet (25') to the boundary of any street right-of-way, road right-of-way, or lot line in the subdivision. The setback from a street or road shall be measured by: beginning at the centerline of the right-of-way and thence a distance perpendicular to the centerline, one-half the right-

of-way width, and thence along the same line an additional twenty five feet (25'). A succession of such points shall be the "structure setback line."

2. Fences and entryways shall be permitted up to the right-of-way line of any street or road, and up to any lot line.
3. A "structure" is anything constructed by man, but excluding the following: fences, entryways; driveways and parking areas, mailboxes of reasonable and neat size and appearance; automobiles and vehicles permitted upon the premises, reasonable and necessary utility lines.
4. No part of any fence shall exceed six feet in height. "Fence" includes the posts, columns and all other parts thereof. A fence exceeding such limitation is a "structure."
5. An entry way shall be reasonable in size and of a neat appearance. An "entry way" includes a gate. Any entry way not meeting this definition is a "structure."

H. HOUSES - MOVING

No house shall be moved from any other location and placed or erected on any lot in the subdivision. This shall not preclude the erection of prefabricated houses or ornamental structures (such as gazebos) if the same have met the approval of the Architectural Committee.

- I. Each structure in which persons may reside shall be equipped with an underground sewage disposal system which shall conform in all respects to the requirements and recommendations of the Public Health Department of the State of Texas and any other agency or governmental unit having jurisdiction, including sufficient tanks and drain-field capacity for the expected use. Before the construction of any such sewage system, the plans therefor, along with all other building plans, shall be submitted to the Architectural Committee for approval.

- J. No house trailer, camper trailer, camper vehicle, mobile home, or any other type of movable thing in which persons might sleep, may be located on any lot, except at such location and under such conditions as may be expressly approved in writing by the Architectural Committee.

K. OUTBUILDINGS

1. An outbuilding is a man-made structure which may be used for storage, recreation, parking or ornamental. Outbuildings include sheds, barns, carports, gazebos, arbors, greenhouses, water well houses, pump houses, permanent outdoor cooking or eating facilities, and storage buildings. Outbuildings, as defined herein, do not include guest houses, garages, guest quarters, nor residences.
2. No tent, shack, shed, or any outbuilding, except those specifically described and permitted herein, shall ever be erected or maintained on any lot in the subdivision.
3. Prefabricated, cheap-looking, metal storage buildings are prohibited.
4. One or more outbuildings may be erected on a lot if the plans therefor have been approved by the Architectural Committee. In approving an outbuilding, the Architectural Committee shall be guided by the following considerations:
 - a. Such outbuilding must be located as far from any road as practicable, and in a location, where practicable, that it cannot readily be seen from a road.

- b. The outbuilding shall be located where it cannot readily be seen by a neighbor.
 - c. The outbuilding shall be constructed of nice-appearing, permanent type building materials.
- 5. Construction plans and materials must be approved by the Architectural Committee prior to commencement of construction.
 - 6. Water wells, tanks, and appurtenant structures may be erected, but only after approval by the Architectural Committee.

GENERAL

In addition to the foregoing specific restrictions, nothing may be done on any lot in the subdivision which will alter the appearance of such lot as a nice appearing, well kept lot typical of a lot in a subdivision requiring a minimum of 2, 000 square feet of enclosed area for its residences. For example, and by way of illustration only and not by limitation, no noxious or offensive activities shall be carried on which may be or become a public or private nuisance. No lot shall be a dumping ground for rubbish. All rubbish and household garbage shall be removed from each lot at least once each seven (7) days and no such rubbish or garbage shall be buried, burned or otherwise disposed of on any lot. No building material of any kind shall be placed or stored upon any lot except during actual

construction. No unsightly storage shall be permitted. Trucks or other unsightly vehicles shall be kept in an enclosed garage or storage facility protected from the view of the public and other residents of the subdivision. The owner of each lot shall keep grass, weeds and vegetation trimmed or cut so that each shall remain in a neat and attractive condition.

III.

ANIMALS

1. The owner of any numbered lot or authorized division thereof may maintain thereon not more than two (2) riding horses and two (2) sheep or goats, provided that all such animals shall be maintained in a fenced area.
2. Except as provided in the foregoing paragraph, only dogs, cats, and other common household pets shall be kept in the subdivision and then only upon the condition that the custodian thereof abide at all times by all of the ordinances and regulation of the City of Kerrville, Texas, and the County of Kerr, whichever is more restrictive. Such regulations include leash and vaccination ordinances and reference is here made to such ordinances and regulations for all purposes, and the same shall be deemed fully applicable to all lots in the subdivision.

IV.

BURNING AND TRASH

1. Garbage and rubbish may not be burned, buried, or otherwise-deposited or kept on the premises.
2. Wood, leaves, paper, and other readily combustible materials (but not garbage or rubbish) may be burned on the premises provided that the same is burned in an incinerator, without creating a fire hazard. And provided, that the incinerator and burning procedures comply with all applicable laws and regulations, including the Environmental Protection Agency and the Air Quality Control Board of the State of Texas.
3. A. For the-purpose of clearing a substantial portion of a lot, regulated burning as provided herein, shall be permitted. Brush burning, however, is not permitted for the purpose of ongoing, or sporadic, yard maintenance, or limited clearing. It is expected that most lots will have a one time general clearing and that, therefore, most owners will need to utilize these burning procedures only one time.

B. Before beginning a permitted burn for clearing purposes, the owner shall notify the appropriate fire department, and obtain an inspection of the

proposed burn by the fire department. The burn shall not begin until the Kerr County Sheriff's Department and the appropriate fire department have been notified of the burn.

- C. Before beginning the burn, the owner shall, in writing, notify an officer of the Lot Owners' Association as to the beginning time, of the burn, and the name and phone number of the person or agencies notified.
- D. The owner shall comply with the fire department's suggestions or instructions.
- E. The owner shall comply with any other applicable laws or regulations, including those of the Environmental Protection Agency, the Texas Natural Resource Conservation Commission, or other appropriate governmental agency.
- F. No burn, or any portion thereof, shall be located nearer than 100 feet to the nearest property line.
- G. In the event of damage to other persons or other person's property resulting from the burn, the compliance with these restrictions shall not absolve the owner of legal liability.

- H. The burn shall not last more than ten (10) days. At the end of the 10 day period, any remaining burning or smoldering materials shall be extinguished.
- I. This burning procedure does not apply to garbage, rubbish, or paper, but is strictly limited to the burning of cedar, brush, and wood in connection with a substantial clearing of the premises.

V.

OIL AND GAS OPERATIONS

No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. These provisions shall not prohibit directional drilling for and production of oil, gas and other minerals from under the subdivision as long as none of the equipment or machinery for such drilling or production operations is located upon the surface of any area included in the subdivision.

VI.

FIREARMS AND HUNTING

No lot or other portion of Kerrville Hills Ranch Estates shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

VII.

LOT OWNERS' ASSOCIATION

A Lot Owners' Association is authorized. A majority of the votes of the lot owners in attendance at a meeting in person or by written proxy shall be sufficient to transact business. Each lot owner attending or represented by written proxy at a meeting shall have one vote for each lot owned by such owner on all business to come before the meeting. The Association shall have the power and authority to make such reasonable assessments against each lot in the subdivision as may be required to support, meet and pay the expenses of creating and organizing such association and to pay the administrative expenses thereof, if any, and to pay the costs and expenses reasonably required to enforce these restrictions. All such assessments upon any lot in the subdivision shall become the personal obligation of the owners of such lot and such association shall have and is hereby granted a lien upon each such lot to secure the payment of such assessments and such assessments shall be obligations running with the land.

There shall be a meeting of the members of the Association at least once each year.

VIII.

ARCHITECTURAL COMMITTEE

An Architectural Committee is in existence. It is the purpose of such Committee to insure for all owners of lots in the subdivision harmony of external and structural design and quality, and compliance with the provisions hereof as to improvements and structures. The Architectural Committee is composed of three (3) persons. Members of the Architectural Committee shall be elected and replaced as set forth in the BY-LAWS.

No structure of any kind including septic tanks, sewage facilities, water wells, tanks, water facilities, and fences shall be constructed unless first approved by the Architectural Committee. Such approval may be evidenced by the signature of one of the members of the Committee on the proposed plans. The Architectural Committee shall have discretion to approve or reject plans and to make recommendations, but must at all times follow the existing restrictions and act reasonably and without discrimination. The Architectural Committee may not permit uses or structures which are prohibited by these restrictions.

IX.

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and their respective heirs, executors, administrators, successors and assigns.

X.

COUNTERPARTS

These restrictions may be executed in any number of counterparts and such counterparts shall have the same binding and legal effect as the original. Further, the lot owners may sign coupons agreeing to these ascended restrictions, and such coupons, when attached hereto, shall have the same effect as if such lot owners had signed the original.

SIGNED as of the effective date of the _____ day of _____, 2002.

DESIGNATION OF LOTS OWNED

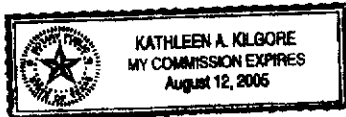
SIGNATURE OF OWNER

Pt. 9

Jack A. Bills
Jack A. Bills
 Printed Name

STATE OF TEXAS)
 COUNTY OF KERR)

On this the 25 day of November, 2002, this instrument
 was acknowledged before me by JACK BILLS



Kathleen A. Kilgore
 Notary Public, State of Texas

DESIGNATION OF LOTS OWNED

Part 25

SIGNATURE OF OWNER

*Fred Ricketts*Fred Ricketts

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 25 day of November, 2002, this instrument
was acknowledged before me by FRED RICKETTSPart 19*Kathleen A. Kilgore*

Notary Public, State of Texas

*C.J. Burleson Jr.*C.J. BURLESON JR.

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 6 day of December, 2002, this instrument
was acknowledged before me by C.J. BURLESON JR.10A*Kathleen A. Kilgore*

Notary Public, State of Texas

*Walter Ard*WALTER ARD

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 9 day of Dec., 2002, this instrument
was acknowledged before me by WALTER ARD*Kathleen A. Kilgore*

Notary Public, State of Texas

DESIGNATION OF LOTS OWNED

SIGNATURE OF OWNER

Part 7Ima HamiltonIMA HAMILTON

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 13 day of Dec, 2002, this instrument
was acknowledged before me by IMA HAMILTONKathleen A. Kilgore
Notary Public, State of TexasPart 9Ruth WhitehurstRUTH WHITEHURST

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 19 day of Dec, 2002, this instrument
was acknowledged before me by Ruth WhitehurstKathleen A. Kilgore
Notary Public, State of TexasN926j 27Linda G. DollThomas W. Doll

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 20 day of JANUARY, ²⁰⁰³~~2002~~, this instrument
was acknowledged before me by LINDA G. DOLL AND THOMAS W. DOLLKathleen A. Kilgore
Notary Public, State of Texas

DESIGNATION OF LOTS OWNED

Part Lot 11

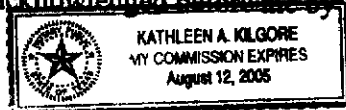
SIGNATURE OF OWNER

Roy D. RandolphROY D. RANDOLPH

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 29 day of September, 2003, this instrument
was acknowledged before me by ROY D. RANDOLPHLot #5Kathleen A. Kilgore
Notary Public, State of TexasLeon MillerLeon Miller

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 29 day of September, 2003, this instrument
was acknowledged before me by LEON MILLERpart of Lot 7Kathleen A. Kilgore
Notary Public, State of TexasM. D. Osborne, Jr.M. D. OSBORNE, JR

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 29 day of September, 2003, this instrument
was acknowledged before me by M. D. Osborne, JrKathleen A. Kilgore
Notary Public, State of Texas

DESIGNATION OF LOTS OWNED

Pl. Lot 29

SIGNATURE OF OWNER

Pryor Ann CheneyPryor Ann Cheney
Printed NameSTATE OF TEXAS
COUNTY OF KERR()
()On this the 29 day of September, 2003, this instrument
was acknowledged before me by PRYOR ANN CHENEYKathleen Kilgore
Notary Public, State of TexasPl. lot 11Jo Ann HagemeierJo Ann Hagemeier
Printed NameSTATE OF TEXAS
COUNTY OF KERR()
()On this the 29 day of September, 2003, this instrument
was acknowledged before me by JO ANN HAGEMEIERKathleen Kilgore
Notary Public, State of TexasPart 25
(25B)Dwayne MosserDWAYNE MOSSER
Printed NameSTATE OF TEXAS
COUNTY OF KERR()
()On this the 29 day of September, 2003, this instrument
was acknowledged before me by DWAYNE MOSSERKathleen Kilgore
Notary Public, State of Texas

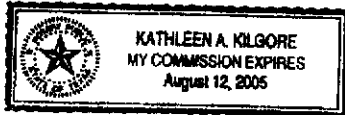
DESIGNATION OF LOTS OWNED

17

SIGNATURE OF OWNER

Kathleen S. CowdenKathleen S. Cowden

Printed Name

STATE OF TEXAS
COUNTY OF KERR)(
(On this the 29 day of September, 2003, this instrument
was acknowledged before me by KATHLEEN S. COWDENKathleen A. Kilgore
Notary Public, State of Texaspt 16Frank H. Wolfe, Jr.
FRANK H. WOLFE, JR.
Printed NameSTATE OF TEXAS
COUNTY OF KERR)(
(On this the 29 day of September, 2003, this instrument
was acknowledged before me by FRANK H. WOLFE, JR.Kathleen A. Kilgore
Notary Public, State of TexasLot 14Stanley Adams
Stanley Adams
Printed NameSTATE OF TEXAS
COUNTY OF KERR)(
(On this the 29 day of September, 2003, this instrument
was acknowledged before me by STANLEY ADAMSKathleen A. Kilgore
Notary Public, State of Texas

DESIGNATION OF LOTS OWNED

3

SIGNATURE OF OWNER

Cynthia BrannonCynthia Brannon
Printed NameSTATE OF TEXAS)(
COUNTY OF KERR)(On this the 19 day of March, ²⁰⁰⁴~~2002~~, this instrument
was acknowledged before me by CYNTHIA BRANNONKathleen Kilgore
Notary Public, State of Texas

Printed Name

STATE OF TEXAS)(
COUNTY OF KERR)(On this the ____ day of _____, 2002, this instrument
was acknowledged before me by _____

Notary Public, State of Texas

Printed Name

STATE OF TEXAS)(
COUNTY OF KERR)(On this the ____ day of _____, 2002, this instrument
was acknowledged before me by _____

Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2002 AMENDED RESTRICTIONS AND COVENANTS
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2002 Amended Restrictions and Covenants. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2002 Amended Restrictions and Covenants, and that they are a compilation of the existing restrictions, with the following major changes:

1. The Restrictions are clarified to make it absolutely clear that there is to be one residence for one family on each lot.
2. The Restrictions are being liberalized to permit a "home business." Previously, no business or commercial of any kind was permitted on a lot. The amendment will allow persons who do work at home to be in compliance with the Restrictions. This liberalization, however, does not permit external evidence of any home business, such as customers, cars, or signs.
3. The specific reference to a barn has been deleted. Rather, a barn is now an "outbuilding" and there is a new provision regarding "outbuildings."
4. The Association has been given additional enforcement powers. In particular, the Association has been given the power to assess a lien for attorneys fees and expenses against an offending lot.

Signed this 12th day of December, 2003.

DESIGNATION OF LOT(S) OWNED

Lot 20

SIGNATURE OF OWNER

Dorothy A. Alexander

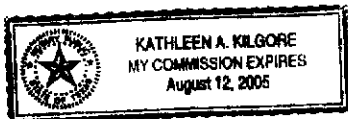
DOROTHY A. ALEXANDER
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

(
(

On this the 12 day of December, 2003, this instrument was acknowledged before me by Dorothy A. Alexander



Kathleen A. Kilgore
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
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2. The Restrictions are being liberalized to permit a "home business." Previously, no business or commercial of any kind was permitted on a lot. The amendment will allow persons who do work at home to be in compliance with the Restrictions. This liberalization, however, does not permit external evidence of any home business, such as customers, cars, or signs.
3. The specific reference to a barn has been deleted. Rather, a barn is now an "outbuilding" and there is a new provision regarding "outbuildings."
4. The Association has been given additional enforcement powers. In particular, the Association has been given the power to assess a lien for attorneys fees and expenses against an offending lot.

Signed this 12 day of December, 2002.

DESIGNATION OF LOT(S) OWNED

Lot 8
8 Pt (N/2) + 3 Pt, 7 Pt (.025A)

SIGNATURE OF OWNER

Warren E. Collins

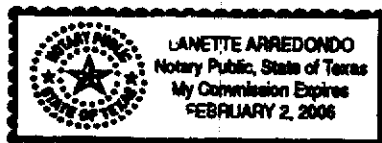
Warren E. Collins
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

X
X

On this the 12 day of December, 2002, this instrument was acknowledged before me by Warren E Collins



Lanette Arredondo
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2002 AMENDED RESTRICTIONS AND COVENANTS
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2002 Amended Restrictions and Covenants. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2002 Amended Restrictions and Covenants, and that they are a compilation of the existing restrictions, with the following major changes:

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4. The Association has been given additional enforcement powers. In particular, the Association has been given the power to assess a lien for attorneys fees and expenses against an offending lot.

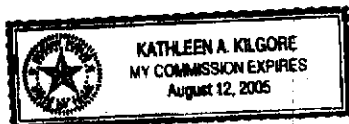
Signed this 6th day of December, 2002.

DESIGNATION OF LOT(S) OWNED

31

SIGNATURE OF OWNER

Kittredge Lib Lein
Kittredge Lib Lein
Printed Name

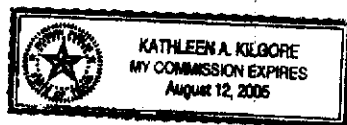


Printed Name

STATE OF TEXAS
COUNTY OF KERR

X
X

On this the 6 day of Dec, 2002, this instrument was acknowledged before me by KITTREDGE LIB LEIN



Kathleen Kilgore
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2002 AMENDED RESTRICTIONS AND COVENANTS
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2002 Amended Restrictions and Covenants. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2002 Amended Restrictions and Covenants, and that they are a compilation of the existing restrictions, with the following major changes:

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3. The specific reference to a barn has been deleted. Rather, a barn is now an "outbuilding" and there is a new provision regarding "outbuildings."
4. The Association has been given additional enforcement powers. In particular, the Association has been given the power to assess a lien for attorneys fees and expenses against an offending lot.

Signed this 23 day of December, 2002.

DESIGNATION OF LOT(S) OWNED

Lot 13 FT

SIGNATURE OF OWNER

Coral O Adema

Coral O Adema

Printed Name

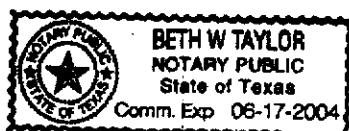
My husband died 11-09-01. The property is in my name via an affidavit of heirs.

Printed Name

STATE OF TEXAS
COUNTY OF KERR

X
X

On this the 23rd day of December, 2002, this instrument was acknowledged before me by Coral Adema



Beth W. Taylor
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2002 AMENDED RESTRICTIONS AND COVENANTS
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2002 Amended Restrictions and Covenants. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2002 Amended Restrictions and Covenants, and that they are a compilation of the existing restrictions, with the following major changes:

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3. The specific reference to a barn has been deleted. Rather, a barn is now an "outbuilding" and there is a new provision regarding "outbuildings."
4. The Association has been given additional enforcement powers. In particular, the Association has been given the power to assess a lien for attorneys fees and expenses against an offending lot.

Signed this 6th day of February, 2002

DESIGNATION OF LOT(S) OWNED

#2 and #6

SIGNATURE OF OWNER

Elaine Werlein Terrell

ELAINE WERLEIN TERRELL
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

X
X

On this the 6 day of Feb, 2003, this instrument was
acknowledged before me by ELAINE WERLEIN TERRELL



Kathleen A. Kilgore
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2002 AMENDED RESTRICTIONS AND COVENANTS
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2002 Amended Restrictions and Covenants. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2002 Amended Restrictions and Covenants, and that they are a compilation of the existing restrictions, with the following major changes:

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3. The specific reference to a barn has been deleted. Rather, a barn is now an "outbuilding" and there is a new provision regarding "outbuildings."
4. The Association has been given additional enforcement powers. In particular, the Association has been given the power to assess a lien for attorneys fees and expenses against an offending lot.

Signed this 22 day of MARCH, 2004

DESIGNATION OF LOT(S) OWNED

1

SIGNATURE OF OWNER

DAVE HOFER
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

(
(

On this the 22 day of MARCH, 2004, this instrument was acknowledged before me by DAVE HOFER



Kathleen A. Kilgore
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
THOMAS S. TERRELL
✓ 413 SIDNEY BAKER
KERRVILLE, TEXAS 78028

PREPARED IN THE LAW OFFICE OF:
THOMAS S. TERRELL
413 SIDNEY BAKER
KERRVILLE, TEXAS 78028

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

APR 06 2004



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1346 PG 21
RECORDING DATE

APR 06 2004



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

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.

FILED FOR RECORD
at 12:57 o'clock P M

APR - 5 2004

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Chela Thompson Dep.

2006 AMENDED RESTRICTIONS AND COVENANTSFOR KERRVILLE HILLS RANCH ESTATES

(AMENDS ONLY SECTION II, 2, H, SETBACKS)

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

WHEREAS, the majority of the lot owners in the subdivision have been granted the right and authority to amend the Restrictions and Covenants of Kerrville Hills Ranch Estates, and it is the desire of the majority of the lot owners to do so:

NOW, THEREFORE, the undersigned lot owners do hereby adopt, establish, promulgate and impress upon such subdivision the following amended restriction.

II.

GENERAL RESTRICTIONS2. USEH. SETBACKS

2. A. The Architectural Committee shall have the power to grant a variance to the setback requirement. But, such power shall be limited as follows:

1. The affected lot line shall be a back or side lot line, and not a front lot line.

2. No variance shall be granted unless the neighbor, or neighbors, adjoining the affected line has executed a recordable consent.
3. No variance shall be granted within 75' of the lot frontage.
4. The Committee shall be convinced that the proposed structure shall be in harmony with the homes and structures in the subdivision.

Except as amended herein, the existing Restrictions remain in full force and effect.

SIGNED as of the effective date of the 25 day of July 2006.

DESIGNATION OF LOTS OWNED

Lot #1

SIGNATURE OF OWNER

DAVE HOFER
Printed Name

STATE OF TEXAS

(X)

COUNTY OF KERR

(X)

On this the 25 day of July, 2006, this instrument was acknowledged before me by Dave Hofer



Kathleen A. Kilgore
Notary Public, State of Texas

FILED FOR RECORD
at 3:05 o'clock.....P.M.

AUG 21 2006

JANNETT PIEPER

Cheryl Thompson Deputy
Clark County Court, Kerr County, Texas

6

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

VOL. 1546 PAGE 0417

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 14th day of July, 2006.

DESIGNATION OF LOT(S) OWNED

5

SIGNATURE OF OWNER

Leon Miller

Leon Miller
Printed Name

Kay Miller

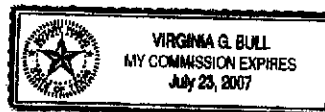
KAY MILLER
Printed Name

STATE OF TEXAS
COUNTY OF KERR

(
)

On this the 14 day of July, 2006, this instrument was
acknowledged before me by Leon Miller & Kay Miller

Virginia G. Bull
Notary Public, State of Texas



7-B

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 25th day of July, 2006.

DESIGNATION OF LOT(S) OWNED

76

SIGNATURE OF OWNER

M.D. Osborne Jr

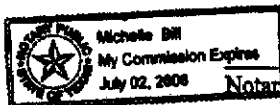
M. D. Osborne Jr
Printed Name

Debbie F. Osborne

Debbie F. Osborne
Printed Name

STATE OF TEXAS)
COUNTY OF KERR)

On this the 25th day of July, 2006, this instrument was
acknowledged before me by Debbie AND M.D. Osborne Jr.



Michelle Bill
Notary Public, State of Texas

4-B

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 20TH day of July, 2006.

DESIGNATION OF LOT(S) OWNED
LOT 8, KERRVILLE RANCH
ESTATES NO. 1, MEDINA HWY

SIGNATURE OF OWNER
Charles D. Burnette
CHARLES D. BURNETTE
Printed Name

Julia L. Burnette
JULIA L. BURNETTE
Printed Name

STATE OF TEXAS X
COUNTY OF KERR X

On this the 20TH day of July, 2006, this instrument was acknowledged before me by CHARLES D. and JULIA L. BURNETTE.



Leticia A. Boyd
Notary Public, State of Texas

9-B

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

VOL 1546 PAGE 0420

(I)We the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. (I)We agree that this signature coupon may be attached to the original, and shall have the same effect as if (I)we had signed such original. (I)We acknowledge that (I) (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 17th day of July, 2006.

DESIGNATION OF LOT(S) OWNED

WEST 1/2 OF #9

SIGNATURE OF OWNER

Ruth G. Whitehurst

Ruth G. Whitehurst

Printed Name

RUTH G. WHITEHURST

Printed Name

STATE OF TEXAS
COUNTY OF KERR

(
(

On this the 17th day of July, 2006, this instrument was acknowledged before me by Ruth G. Whitehurst

Linda Garrett
Notary Public, State of Texas



**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 17 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

10-B

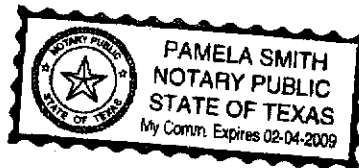
SIGNATURE OF OWNER

Johnny Dean Taylor
Printed Name

Margaret Linda Taylor
Printed Name

STATE OF TEXAS X
COUNTY OF KERR X

On this the 17 day of July, 2006, this instrument was acknowledged before me by Johnny Dean Taylor & Margaret Linda Taylor.



Pamela Smith
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

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Signed this 8th day of August, 2006.

DESIGNATION OF LOT(S) OWNED

11.A

SIGNATURE OF OWNER

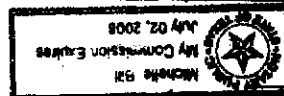
Karl Hagemeier
KARL HAGEMEIER
Printed Name

JoAnn Hagemeier
JoAnn Hagemeier
Printed Name

STATE OF TEXAS
COUNTY OF KERR

)
)

On this the 8th day of August, 2006, this instrument was
acknowledged before me by Karl & JoAnn Hagemeier



Michelle Bille
Notary Public, State of Texas

12

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

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Signed this 25th day of August ¹³~~July~~, 2006.

DESIGNATION OF LOT(S) OWNED

Y-12

SIGNATURE OF OWNER

Rhonda L. McGinnis

Rhonda L. McGinnis
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

X
X

On this the 25 day of July, 2006, this instrument was
acknowledged before me by Rhonda McGinnis



Mark Bigott
Notary Public, State of Texas

12

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 17th day of JULY, 2006.

DESIGNATION OF LOT(S) OWNED

LOT 12 2.262^{ac} LOT 13 .5 ac

SIGNATURE OF OWNER

Jerry L. Eddy
Printed Name



STATE OF TEXAS)
COUNTY OF KERR)

On this the 17th day of JULY, 2006, this instrument was acknowledged before me by JERRY L. EDDY

Debra Fisher
Notary Public, State of Texas

13

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 21 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

PT 13

SIGNATURE OF OWNER

Coral O Adema

Coral O Adema

Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

)(
)(

On this the 21st day of July, 2006, this instrument was
acknowledged before me by Coral O Adema



Donna K. Shirley
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (~~we~~) the undersigned Lot Owner(~~s~~) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (~~we~~) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (~~we~~) had signed such original. I (~~we~~) acknowledge that I (~~we~~) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 19 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

lot #15 - 2 1/2 Acs.

SIGNATURE OF OWNER

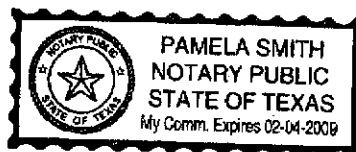
Laverne Ash
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

)(
)(

On this the 19 day of July, 2006, this instrument was acknowledged before me by Laverne Ash



Pamela Smith
Notary Public, State of Texas

16A

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

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Signed this 17th day of July, 2006.

DESIGNATION OF LOT(S) OWNED

16

SIGNATURE OF OWNER

Frank H. Wolfe Jr.

FRANK H. WOLFE, JR.
Printed Name

Virginia B Wolfe

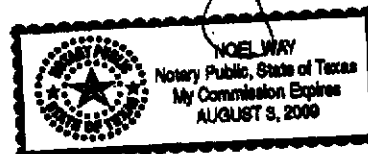
VIRGINIA B WOLFE
Printed Name

STATE OF TEXAS
COUNTY OF KERR

)(
)(
)

On this the 17th day of July, 2006, this instrument was
acknowledged before me by Frank H Wolfe Jr. + Virginia B. Wolfe

[Signature]
Notary Public, State of Texas



**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

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Signed this 20th day of July, 2006.

DESIGNATION OF LOT(S) OWNED

16 B

SIGNATURE OF OWNER

Glenna Thomas

Glenna Thomas

Printed Name

James Thomas

JAMES THOMAS

Printed Name

STATE OF TEXAS

)

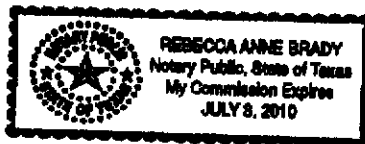
COUNTY OF KERR

)

On this the 20 day of July, 2006, this instrument was acknowledged before me by Glenna Thomas & James Thomas

Rebecca Anne Brady

Notary Public, State of Texas



**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

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Signed this 26 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

17

SIGNATURE OF OWNER

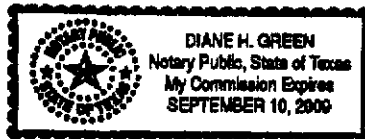
Kathleen S. Coarden
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

)(
)(

On this the 26 day of July, 2006, this instrument was acknowledged before me by Kathleen S. Coarden



Diane H. Green
Notary Public, State of Texas

146B

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 27th day of July, 2006.

DESIGNATION OF LOT(S) OWNED

Kerrville Hills Ranch Eto Lot 18
PT (E) 4.132 acres
505 Lane Vuelta

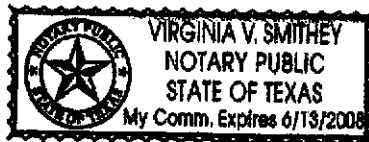
SIGNATURE OF OWNER

William Kalbfleisch
WILLIAM KALBFLEISCH
Printed Name

Mary C. Kalbfleisch
MARY C. KALBFLEISCH
Printed Name

STATE OF TEXAS)
COUNTY OF KERR)

On this the 27th day of July, 2006, this instrument was
acknowledged before me by William AND Mary C. Kalbfleisch



Virginia V. Smithy
Notary Public, State of Texas

19 A

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 31 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

1/2 of Lot 19

SIGNATURE OF OWNER

Thomas C. Syfan

Tom Syfan
Printed Name

Meta R. Syfan

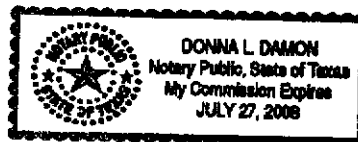
Meta R. Syfan
Printed Name

STATE OF TEXAS X
COUNTY OF KERR X

On this the 31st day of July, 2006, this instrument was
acknowledged before me by Thomas C. Syfan & Meta R. Syfan

Donna L. Damon

Notary Public, State of Texas



20

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 24th day of July, 2006.

DESIGNATION OF LOT(S) OWNED

Lot 20

SIGNATURE OF OWNER

Dorothy A. Alexander

DOROTHY A. ALEXANDER
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

)(
)(

On this the 24th day of July, 2006, this instrument was acknowledged before me by Dorothy Alexander



Michelle Bill
Notary Public, State of Texas

21A

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 20 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

21A

SIGNATURE OF OWNER

Rebecca Doble Stokes

Printed Name

Rebecca Doble Stokes

James C. Stokes

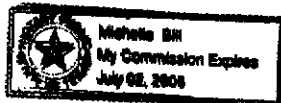
Printed Name

James C. Stokes

STATE OF TEXAS
COUNTY OF KERR

X
X

On this the 20th day of July, 2006, this instrument was acknowledged before me by James C. and Rebecca Doble Stokes



Michelle B. Bue
Notary Public, State of Texas

21B

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**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 31st day of July, 2006.

DESIGNATION OF LOT(S) OWNED

21B
112 Ridge Rd

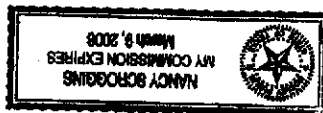
SIGNATURE OF OWNER

Johanna Roussel
Johanna Roussel
Printed Name

Printed Name

STATE OF TEXAS)
COUNTY OF KERR)

On this the 31st day of July, 2006, this instrument was
acknowledged before me by JOHANNA ROUSSEL



Nancy Scroggins
Notary Public, State of Texas

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.

22

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 25 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

22

SIGNATURE OF OWNER

Odell Sapp

ODELL SAPP

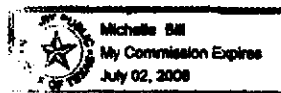
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

)(
)(

On this the 25 day of July, 2006, this instrument was
acknowledged before me by Odell Sapp



Michelle Bill
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 9th day of August, 2006.

DESIGNATION OF LOT(S) OWNED

25 B

SIGNATURE OF OWNER

Patrick L. Freddle

Patrick L. Freddle

Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

(
(

On this the 9th day of August, 2006, this instrument was
acknowledged before me by Patrick L. Freddle



Michelle Bae
My Commission Expires
July 02, 2006

Michelle Bae
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 2nd day of August, 2006.

DESIGNATION OF LOT(S) OWNED

1/2 of Lot 26

SIGNATURE OF OWNER

Paul C. Jackson

PAUL C. JACKSON

Printed Name

Barbara W. Jackson

BARBARA W. JACKSON

Printed Name

STATE OF TEXAS
COUNTY OF ~~KERR~~

Washington

On this the 2nd day of August, 2006, this instrument was acknowledged before me by Paul C. Jackson and Barbara W. Jackson.



Beth W. Chambers
Notary Public, State of Texas

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

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I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 7 day of August, 2006.

DESIGNATION OF LOT(S) OWNED

26 B

SIGNATURE OF OWNER

Thomas W. Doll

Thomas W Doll

Printed Name

Linda Doll

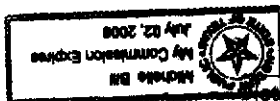
LINDA DOLL

Printed Name

STATE OF TEXAS
COUNTY OF KERR

(
(

On this the 7th day of August, 2006, this instrument was
acknowledged before me by THOMAS W & LINDA DOLL



Michelle Bill

Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 7th day of August, 2006.

DESIGNATION OF LOT(S) OWNED

Kerrville Hills Ranch Est., Lot 27

SIGNATURE OF OWNER

[Signature]

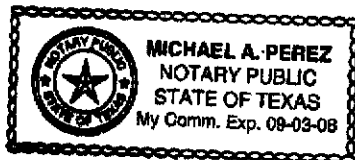
Diana A. Perez, Debra L. Natalie Hildes
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

(X)
(X)

On this the 7th day of August, 2006, this instrument was
acknowledged before me by Michael A. Perez



[Signature]
Notary Public, State of Texas

**SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES**

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 25 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

28 A

SIGNATURE OF OWNER

Catherine L Cathey
Catherine L Cathey
Printed Name

Printed Name

STATE OF TEXAS
COUNTY OF KERR

(
(

On this the 25 day of July, 2006, this instrument was
acknowledged before me by Catherine L Cathey

Virginia G Bull
Notary Public, State of Texas



31

SIGNATURE COUPON FOR THE RATIFICATION OF
2006 AMENDED RESTRICTION
KERRVILLE HILLS RANCH ESTATES

I (We) the undersigned Lot Owner(s) do hereby subscribe to, agree to, and execute the above referenced 2006 Amended Restriction. I (We) agree that this signature coupon may be attached to the original, and shall have the same effect as if I (we) had signed such original. I (We) acknowledge that I (we) have been furnished a copy of the proposed 2006 Amended Restriction that gives the Architectural Committee the power to vary the setback requirement on back and side lot lines.

Signed this 17 day of July, 2006.

DESIGNATION OF LOT(S) OWNED

#31

SIGNATURE OF OWNER

Kitredge Werlein

Kitredge Werlein
Printed Name

Printed Name

STATE OF TEXAS)
COUNTY OF KERR)

On this the 17 day of July, 2006, this instrument was
acknowledged before me by KITREDGE WERLEIN



Kathleen A Kilgore

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

THOMAS S. TERRELL

✓ 413 SIDNEY BAKER

KERRVILLE, TEXAS 78028

PREPARED IN THE LAW OFFICE OF:

THOMAS S. TERRELL

413 SIDNEY BAKER

KERRVILLE, TEXAS 78028

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 Kerr County, Texas on

AUG 22 2006



Janet Bishop

COUNTY CLERK, KERR COUNTY, TEXAS