

**3833**  
**DECLARATION OF RESTRICTIONS AND COVENANTS**

THE STATE OF TEXAS X  
 COUNTY OF KERR X KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, M. BRYAN FINLEY, TRUSTEE is the owner of all that certain real property located in Kerr County, Texas, described as follows:

TREASURE HILLS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 5, Page 50, Plat Records of Kerr County, Texas, to which reference is here made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW, THEREFORE, it is declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the permanent value and the desirability of, to promote and protect the rights of the people to PRIVATE OWNERSHIP OF LAND, and which shall run with, the real property and shall be binding upon all parties having any right, title, or interest in or to the above described property or any part thereof and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

1. The property shall be used primarily for residential purposes.
2. There shall be no commercial hunting conducted or allowed on the property.
3. Recreational hunting by a property owner or immediate family members of a property owner is permissible on tracts which are ten (10) acres or larger in size.
4. The property shall not be used for business purposes of any character nor shall the same be used for any commercial or manufacturing purpose.
5. No part of the property may be used for illegal or immoral purposes and alcoholic beverages or other intoxicants may not be sold on any part of the property.
6. No trash, garbage, construction debris or other refuse may be dumped or disposed of or allowed to remain upon any tract vacant or otherwise, except in sanitary containers and all incinerators and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. No automobile, truck, trailer or other vehicle shall be abandoned on the property and no noxious or undesirable things or use whatsoever shall be permitted on any part of the property.
8. The Architectural Control Committee named herein shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.
9. All sewage disposal systems or other sanitary systems constructed on the property shall be built and placed in full compliance with regulations and specifications of all governmental agencies having jurisdiction thereof.

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

11. No structure of a temporary character, trailer, bus, recreational vehicles, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence. The Architectural Control Committee shall have authority to grant permission to a property owner to temporarily place a motor home, recreational vehicle or travel trailer on the property.

12. Mobile homes or manufactured homes shall not be allowed on the property.

13. No more than one single family residence with the usual and customary accessories and outbuildings shall be constructed on each lot or tract within the subdivision. Each residence shall contain a minimum of 1,400 square feet of living area, exclusive of porches, garages, carport or other appendages, and each residence shall contain at least two (2) bathrooms and a carport or garage having a capacity of not less than two (2) standard size automobiles.

14. All residences, buildings and structures shall be of new construction and architecturally in harmony with the property and other residences, buildings and structures thereon. All such residences, building and other structures must be approved by the Architectural Control Committee as therein provided.

15. There is hereby established an Architectural Control Committee, sometimes referred to herein as the "Committee". The Committee shall determine if the plans and specifications for any residence, building, fence or other structure on any part of the property meets the requirements of these restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development on the property as the Committee may establish. No construction or any improvements may begin until a plot, plan and plans and specifications have been approved by the Committee.

The Architectural Control Committee shall be comprised of no less than three (3) and no more than five (5) members and shall be appointed by Seller until such time as seventy-five per cent (75%) of the acreage which comprises the property has been sold. When seventy-five per cent (75%) of the acreage comprising the property has been sold, Seller shall no longer appoint the Committee and such Committee shall then be composed of a committee appointed by the Board of Directors of the Property Owners Association, and they shall thereafter be vested with all of the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to this provision.

The Committee is authorized to establish additional rules and regulations for the property, the activities being conducted thereon, the improvements to be constructed thereon and the use thereof, not inconsistent with the provisions hereof, and the same shall be enforced during the same manner as provided herein. The Committee may approve any variance from any provision or term thereof upon written application for same. The decision of the Committee shall be absolutely binding upon all purchasers and the Applicant for a variance.

16. All fences and the material with which they are constructed must be approved by the Architectural Control Committee.

17. No berms, dams or other impoundment structures may be constructed which stops or otherwise impede the natural flow of water in creeks or streams on the property.

18. A purchaser may re-subdivide any of the tracts or lots comprising the property provided that such re-subdivision does not result in any tract being less than five (5) acres in size.

19. The raising or keeping of swine or hogs on the property is prohibited. Cattle, sheep, goats or other livestock or their offspring may only be kept on the property if the same are being raised in the conjunction with 4H, FFA, or similar programs and approved by the Architectural Control Committee or otherwise approved by the Architectural Control Committee or otherwise keep not more than two (2) horses for each five (5) acres owned by such purchaser. All cattle, sheep, goats, horses or other livestock allowed on the property under the terms of these restrictions must be maintained within proper fences, pens, corrals and/or barns and under such conditions as may be designated and approved by the Architectural Control Committee. 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.

20. A Property Owners Association comprised of all owners of the property within the subdivision shall be formed. A majority of the Directors of such Property Owners Association shall be appointed by Seller until seventy-five per cent (75%) of the acreage which comprises the property or subsection is sold. After seventy-five per cent (75%) of the acreage comprising the subdivision is sold, the Directors of the Property Owners Association shall be elected by the owners of property in the subdivision with each property owner having one (1) vote, or proportionate fraction thereof, for each acre, or proportionate fraction thereof, owned in the subdivision. The Property Owners Association shall be governed by By-Laws as may be adopted by the property owners.

21. All property owners shall be obligated to pay assessments imposed upon them by the Property Owners Association to meet the expenses of maintaining and improving roads and gates and maintaining any common areas or property and other expenses of the Property Owners Association. Such assessments shall be made in the manner and at the time as may be specified in the By-Laws of the Property Owners Association. Any assessment so made and not paid in accordance with these provisions or the By-Laws of the Association shall bear interest at the rate of Ten per cent (10%) per annum and shall constitute a lien upon the property against which the same is assessed.

22. Seller, the Architectural Control Committee and every other person, firm or corporation having any right, title or interest in any part of the property shall have the right to prevent the violation of any restriction or restrictions by injunctive or other lawful procedure and to recover any damages resulting from such violation or violations, such damages to include Court costs and reasonable attorney fees.

These covenants and restrictions are to run with the land and shall be binding on each and every owner, and such owner's heirs, personal representatives, successors and assigns and all person claiming under each such owner until January 1, 1999, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. The record owners of legal title of fifty-one per cent (51%) of the acreage comprising the property as shown by the Deed Records of Kerr County,

Texas, may amend or change said covenants and restrictions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the regulatee number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

EXECUTED this 8th day of May, 1984.

*[Signature]*  
M. BRYAN FINLEY, TRUSTEE

THE STATE OF TEXAS X  
COUNTY OF KERR X

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

Given under my hand and seal of office this the 8th day of May, 1984.



*[Signature]*  
Kathy P. Johnson  
Notary Public, The State of Texas  
My Commission Expires: 2-22-88

3853  
Restrictions  
Museum Hills Ranch  
to  
The Public

FILED FOR RECORD  
MAY 11 1984  
PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
By *[Signature]* Deputy

RETURN TO:  
PAT FINLEY  
611 S. HIGHWAY 10  
MCKINNEY, TEXAS 75069

Filed for record \_\_\_\_\_, 1984 at \_\_\_\_\_ o'clock \_\_\_\_\_ M  
Recorded May 17, 1984  
PATRICIA DYE, Clerk  
By \_\_\_\_\_ Deputy

05429

AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS TREASURE HILLS RANCH

The undersigned hereby amend the DECLARATION OF RESTRICTIONS AND COVENANTS executed on the 8th day of May, 1984, and recorded in Vol. 296, Page 333, Real Property Records, Kerr County, Texas (the "Declaration").

WITNESSETH:

1. There has been incorporated under the laws of the State of Texas, a non-profit corporation, TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC. (the "Association").

2. Paragraph 20 of the Declaration shall be amended to provide that the Association has been formed and that the Bylaws shall be as adopted and amended by the Owners who own a majority of the Ranches within the Property (Property") encumbered by the Declaration (which Ranches are hereby defined as the Lots owned by such Owners shown on the plat of the Property which are contiguous, i.e. non-contiguous Lots shall be separate Ranches).

Executed as of June 9, 2004, by the Association in confirmation that the foregoing Amendment has been adopted and approved by the record owners of legal title of 51% of the acreage comprising the Property encumbered by the Declaration whose signatures are attached hereto and made a part hereof for all purposes.

TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC.

BY: Jack E. Cockrell Director

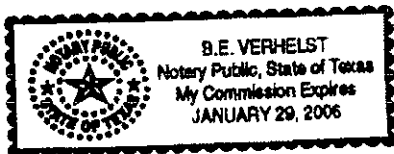
BY: William B. Bartiz Director

BY: Richard P. Gallagher Director

THE STATE OF TEXAS § COUNTY OF KERR §

This instrument was acknowledged before me on this 9th day of June, 2004, by Jack E. Cockrell, William B. Bartiz and Richard P. Gallagher, Directors of TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation.

5515



D.E. Verhelst Notary Public, State of Texas

Return To ✓ Richard Gallagher (Dahagher)  
164 Trensau Hills Rd.  
Kerrville, Tx. 78028

FILED FOR RECORD  
at 2:30 o'clock P.M.

JUN 09 2004

JANNETT PIEPER

Clerk County Court, Kerr County, Texas  
Deputy



Provisions herein which restrict the sale, rental or use of the described prop-  
erty 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

RECORD Real Property  
VOL. 1361 PG 592  
RECORDING DATE

JUN 10 2004

JUN 10 2004



*Jannett Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS



*Jannett Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS