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RESTRICTIONS  
HIDDEN VALLEY RANCH  
KERR COUNTY, TEXAS

VOL 17 / PAGE 441

THE STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ENERGY/LAND, INC., a Texas corporation, having its principal place of business in Kerr County, Texas, hereinafter referred to and indentified as "Owner" and sometimes as "Developer", is the owner of the tracts of land in Kerr County, Texas, said tracts of land comprising the following:

TRACT NO. ONE:

All of Tract No. 12, Tract No. 13, the North one-half (1/2) of Tract No. 48, Tract No. 49, Tract No. 50, Tract No. 51, Tract No. 52, Tract No. 53, Tract No. 54, Tract No. 55, Tract No. 56, Tract No. 57, Tract No. 58 and Tract No. 59, of Hidden Valley Ranch Section One, a subdivision to Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 33 of the Plat Records of Kerr County, Texas.

TRACT NO. TWO:

All of Tracts Nos. 60 thru 110 inclusive, comprising all of Hidden Valley Ranch Section Two, a subdivision to Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 39, of the Plat Records of Kerr County, Texas.

WHEREAS, it is deemed to be to the best interest of the above described Owner (Developer) and of the persons who may purchase lots described in and covered by the above mentioned plats that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivisions; and,

WHEREAS, it is desirable that such restrictions applying to that part of Hidden Valley Ranch Section One as described above and all of Hidden Valley Ranch Section Two, be put of record,

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owner (Developer) does hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the land and shall be binding on Owner and all persons acquiring title under it until January 1, 1994, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said subdivisions it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owner, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. The above said property herein shall not be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purposes.
2. No automobile, truck, trailer, or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.
3. No tent or shack shall be placed, erected, or permitted to remain on this property, nor shall any structure of a temporary character, including travel trailers, be used as a residence thereon.

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4. Mobile homes of not less than 550 square feet shall be permitted to be placed on the property provided it is not more than five (5) years old and in good repair.

5. Any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.

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

7. No swine shall be allowed.

8. An easement of ten (10) feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys and fixtures for electric and telephone lines and to trim trees which at any time may interfere or threaten to interfere with maintenance of such lines, with right of ingress to and egress from and across said premises to employees of utilities owning such lines.

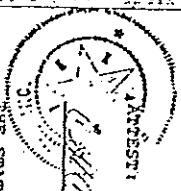
9. No tract may be subdivided into less than 2-1/2 acres without permission of the developers in writing.

10. No water may be removed from West Creek or any other stream of water located on Hidden Valley Ranch for any purpose.

11. Since public road maintenance in this development is of importance to all property owners, Owner is hereby authorized to maintain such roads for the common good and to charge each property owner a fee of \$4.00 per acre per year. Such charge shall not be more than \$50.00 per tract per year and only for such period of time until roads are accepted for maintenance by the County. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date)

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shall become a bona fide lien against the above described tract, which lien shall be second and subordinate only to any lien held by a bank, savings and loan association or other lending institution for the purchase price of a tract of land or improvements made thereon. Road maintenance charges do not apply to tracts fronting only on state or county maintained roads.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and its corporate seal affixed, this 26<sup>th</sup> day of Sept, A.D. 1976



ENERGY/LAND, INC.  
By L. M. Young  
L. M. YOUNG  
President

THE STATE OF TEXAS  
COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared L. M. Young, President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of Sept, A.D. 1976.



Wanda L. Hill  
Notary Public in and for  
Taylor County, Texas

FILED FOR RECORD  
OCT 15 1976  
EMMA M. MULHERR  
Clerk Taylor County, Texas

Recorded October 19, 1976  
EMMA M. MULHERR, Clerk

By \_\_\_\_\_ Deputy

764676

RESTRICTIONS  
HIDDEN VALLEY RANCH  
KERR COUNTY, TEXAS

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

WHEREAS, ENERGY/LAND, INC., a Texas corporation, having its principal place of business in Kerr County, Texas, hereinafter referred to and indented as "Owner" and sometimes as "Developer", is the owner of the tracts of land in Kerr County, Texas, said tracts of land comprising all of Tract No. 1, Tract No. 2, Tract No. 3, Tract No. 4, Tract No. 5, Tract No. 6, Tract No. 7, Tract No. 8, Tract No. 9, Tract No. 10, Tract No. 11, Tract No. 14, Tract No. 15, Tract No. 16, Tract No. 17, Tract No. 18, Tract No. 19, Tract No. 20, Tract No. 21, Tract No. 22, Tract No. 23, Tract No. 24, Tract No. 25, Tract No. 26, Tract No. 27, Tract No. 28, Tract No. 29, Tract No. 30, Tract No. 31, Tract No. 32, Tract No. 33, Tract No. 34, Tract No. 35, Tract No. 36, Tract No. 37, Tract No. 38, Tract No. 39, Tract No. 40, Tract No. 41, Tract No. 42, Tract No. 43, Tract No. 44, Tract No. 45, Tract No. 46, Tract No. 47, and the South one-half (1/2) of Tract No. 48, of Hidden Valley Ranch Section One, a subdivision to Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 33 of the Plat Records of Kerr County, Texas, and

WHEREAS, it is deemed to be to the best interest of the above described Owner (Developer) and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and,

WHEREAS, it is desirable that such restrictions applying to that part of Hidden Valley Ranch Section One as described above be put of record,

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owner (Developer) does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on Owner and all persons acquiring title under it until January 1, 1994, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said subdivisions it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owner, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. The above said property herein shall not be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purposes.
2. No automobile, truck, trailer, or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.
3. No mobile home, tent or shack shall be placed, erected, or permitted to remain on this property, nor shall any structure of a temporary character, including travel trailers, be used as a residence thereon.

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4. Any residence constructed shall contain not less than 1200 square feet of living area and plans must be approved by Developers prior to construction.
5. Any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.
6. No disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.
7. No swine shall be allowed.
8. An easement of ten (10) feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys and fixtures for electric and telephone lines and to trim trees which at any time may interfere or threaten to interfere with maintenance of such lines, with right of ingress to and egress from and across said premises to employees of utilities owning such lines.
9. No tract may be subdivided into less than 2-1/2 acres without permission of the developers in writing.
10. No water may be removed from West Creek or any other stream of water located on Hidden Valley Ranch for any purpose.
11. Since public road maintenance in this development is of importance to all property owners, Owner is hereby authorized to maintain such roads for the common good and to charge each property owner a fee of \$4.00 per acre per year. Such charge shall not be more than \$50.00 per tract per year and only for such period of time until roads are accepted for maintenance by the County. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a bona fide lien against the above described tract, which lien shall be second and subordinate only to any lien held

by a bank, savings and loan association or other lending institution for the purchase price of a tract of land or improvements made thereon. Road maintenance charges do not apply to tracts fronting only on state or county maintained roads.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and its corporate seal affixed, this 20<sup>th</sup> day of Sept, A.D. 1976



ATTEST:  
*[Signature]*  
Notary Public

ENERGY/LAND, INC.  
*[Signature]*  
BY L. M. Young  
President

THE STATE OF TEXAS )  
COUNTY OF TAYLOR )

BEFORE ME, the undersigned authority, on this day personally appeared L. M. Young, President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20<sup>th</sup> day of Sept, A.D. 1976.



*[Signature]*  
Notary Public in and for  
Taylor County, Texas

FILED FOR RECORD  
OCT 15 1976  
2:15 o'clock P.M.  
EMMIE M. MAJENBER  
Clk. County Court, Taylor County, Texas  
*[Signature]*  
Deputy

Recorded October 19, 1976  
EMMIE M. MAJENBER, Clerk

By \_\_\_\_\_ Deputy