

6-30-83
117, 93RESTRICTIONS AND LIMITATIONS
STAGECOACH RANCH, SECTION 1
173545THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS

THAT we, JAMES S. ERNST and DOUGLAS J. BARCLAY for the purpose of instituting and carrying out a uniform plan or scheme for the development and sale of tracts within STAGECOACH RANCH, Section 1, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2, page 356, Hays County Plat Records, do hereby DECLARE, ADOPT, IMPOSE, and DESIGNATE, and by these presents have DECLARED, ADOPTED, IMPOSED, and DESIGNATED, in behalf of themselves and their heirs, legal representatives, and assigns, as the owner thereof the hereinafter recited restrictive covenants and use limitations covering all such tracts or parcels thereof, with it being expressly here provided that all such restrictive covenants and use limitations shall become a part of all contracts for sale, contracts for deed, deeds and other legal instruments whereby the title or possession of any part or portion of such property as hereafter conveyed or transferred.

The following restrictions constitute covenants running with the land and inure to the benefit of the undersigned, their heirs and assigns, as well as each and every purchaser of any tract in the subdivision, their heirs and assigns. Any one of said beneficiaries shall have the right to enforce such restrictions, using whatever legal or equitable method is deemed advisable. If one or more of such restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect. These restrictions shall be effective for a period of twenty-five (25) years from date hereof, however, after one-half (1/2) of all the tracts in said subdivision have been sold by the subdivider, any one or all of such restrictions may be altered, amended or cancelled by a majority of the owners of such tracts within the subdivision, the owners of such tracts to be entitled to one vote for each tract within said subdivision owned by them; but, for the purpose of determining owners of a majority of tracts in order to alter, amend or cancel such restrictions, the subdivider hereof shall be

DEEDS

Hays County, Texas

deemed the owner of only one tract. Such amendment, alteration or cancellation of any of the following restrictions must be in writing and be filed with the County Clerk of Hays County, Texas, in order to be of any force or effect. The restrictions are as follows:

1. That all of the above described lands and premises shall hereafter be used for residential purposes only, with it being intended that no commercial or business use of any such property shall be permitted and, specifically, that no signs shall be placed on any part or portion of such property indicating a commercial use thereof.
2. No structure shall be erected, altered or placed or permitted to remain on any part or portion of such property other than one detached single family dwelling not to exceed two stories in height and outbuilding used in connection therewith. The term outbuilding shall include only a garage, either attached or detached for not more than three cars, and servants quarters detached from the building; and, such garage and servants quarters may include a laundry room and laundry house and not as a public laundry. Except as herein set out, no other buildings may be located upon any portion of the subdivision, except a children's playhouse or buildings of like nature used for the convenience and pleasure of the occupants of the dwelling. No house trailer or mobile home shall be allowed, provided, however, this shall not preclude a pre-manufactured or modular home as defined by the Manufactured Housing Standards Act. No old houses shall be moved upon any lot. No tents or campers shall be occupied as dwellings; however, campers with chemical toilets may be in place for weekend use but shall not be in place for more than three (3) days.
3. No dwelling house shall be constructed upon a building plot having a living area of less than 700 square feet exclusive of porches, screened or unscreened; and, all of such construction, once commenced, shall be completed expeditiously without undue delay. All plans must be submitted to a three-member architectural committee elected by a majority of lot owners; for the purpose of determining such majority, the subdividers hereof shall be considered to be the owner of only one lot.
4. That those parcels containing 10 acres or more may be further subdivided into parcels of not less than 5 acres each. Such further subdivision shall not take place less than 1 year from the date of the deed conveying such parcel from the developer. Such subdivided lot shall continue to be subject to the covenants and use limitations contained herein. Parcels of less than 10 acres shall not be further subdivided. Notwithstanding anything contained in this paragraph 4 to the contrary it is expressly provided that if the above tract is to be conveyed by the undersigned to the Veterans' Land Board in accord with the Texas Veterans' Land Act (Art. 5421m V.A.C.S.) then the restriction against further subdivision contained in this paragraph 4 shall not prohibit the Veterans' Land Board from granting to the veteran-purchaser or his assigns, title to a portion of such tract while such tract is under Contract of Sale and Purchase between the Veterans' Land Board and such veteran-purchaser; and at such time

as title to such tract or any portion thereof is no longer owned or claimed by the Veterans' Land Board or subject to the terms, covenants, and conditions of the Veterans' Land Act, such tract and any subdivision thereof shall again be subject to the prohibition and restriction on further subdivision provided in this paragraph 4.

5. That all buildings, dwellings, garages, barns and other buildings hereafter constructed on any part or portion of such land must be set back at least 25 feet from any public or private roadways heretofore or hereafter provided for on such property, must be set back at least 25 feet from the side lines of the parcel of land upon which the structure is built and must be constructed of new materials in a good and workmanlike manner to the end that same will present a neat and attractive appearance in the area thereof.
6. That the entire exterior walls of all dwelling units or other buildings hereafter constructed on any portion of such property must be completed within one year after the commencement of work thereon or the placing of materials therefor on said property, whichever occurs the earliest, and in connection therewith it is understood that by the use of the work "completed", is also meant the finishing of all such exterior walls.
7. Any dwelling house constructed on a building plot shall have a three-piece bathroom and may have a lavatory, commode, and shower stall. No outside toilet shall be permitted.
8. Installation of septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of the Hays County Health Department. It is the responsibility of the owner, not the subdivider hereof, to install the septic tank and soil-absorption sewerage system.
9. All building plots shall be kept in a clean and orderly condition at all times. No hogs shall be allowed on any tract nor shall any other animals or fowl be kept on any premises in the subdivision as hereinafter established except household pets not kept for breeding purposes. An owner of lots comprising as many as five or more acres may have horses, sheep and/or goats on his lots but such animals shall be for domestic use only and not for any kind of commercialized stock operation. If the tract is not kept clean and orderly and a complaint is filed against the record owner by a majority of the lot owners owning land within 500 feet of the building plot complained of (for such purposes of determining a majority of lot owners, the subdivider shall in no event be considered to own more than one lot) then the owner of any lot within 500 feet of such lot shall have the right to clean said tract and assess the owner of such tract the cost of such cleaning. Such assessment shall be secured by a lien on the property which is hereby affixed, and shall be payable to the lot owner doing the cleaning. This restriction shall in no way prohibit the keeping of a family pet (cat or dog). No lot or any part thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair or wrecking yard shall be located on any tract. Material of any kind stored

on any lot shall be arranged in an orderly manner in the rear of the dwelling house on said property and shall be properly covered.

10. No noxious or offensive activity shall be carried on or conducted upon the premises, nor shall anything be done on any lot hereinafter established which shall or may be or become any annoyance or nuisance to neighbors.
11. The above described property may fall within the 100 year flood plain, and it is the responsibility of the property owner, not the developer to make such determination. The property owner will be required to comply with all laws, codes and regulations pertaining to the Federal Flood Insurance Program.
12. The owner of each tract, not the subdivider hereof, shall be responsible for the drilling and equipping of a water well, the providing of telephone, and the securing of power/electricity to the tract.
13. An easements 10' in width along all property lines shall be created for installation and maintenance of utilities and drainage facilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvement that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Owner.
14. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case set-back lines and easements shall be measured from the resulting side property lines rather than from the lot lines as originally surveyed.
15. In order to provide for the installation, operation, repair and maintenance of any roads, streets and any common areas within the subdivision (hereinafter referred to as "common areas"), Owner, for the benefit of itself and each successor owner of a tract within the subdivision, hereby binds Owner and Owner's successors and assigns, as follows:

At any time and from time to time as any of the common areas in the subdivision are not being maintained by Travis County, Hays County, a city, or other type of taxing authority within which the subdivision is located, Owner may convey such common areas to a nonprofit corporation, or other organization, formed by Owner for the purpose of owning, maintaining, operating and repairing the common areas (the "Association") which shall have such supervisory authority to provide for the property maintenance, repair and operation of the common areas as may be appropriate to the

subdivision. The Association shall not be liable to an owner of any interest in such subdivision for any damage, claim or expense for the manner in which said common areas are operated, maintained and repaired, or for failure to operate, maintain or repair such common areas.

Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a tract. The Association initially shall have two classes of voting members as follows:

Class A Members shall be all tract owners with the exception of Owner, and shall be entitled to one vote for each tract owned. A tract shall be considered as "owned" when legal, record title thereto has been transferred from Owner to a third party. When more than one person owns or holds an interest in a particular tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves; provided, however, in no event shall more than one vote be cast with respect to any tract owned by Class A members.

Class B members shall be the Owner, who shall be entitled to exercise four votes for each tract owned by Owner. The Class B membership shall cease and automatically be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceeds the total votes outstanding in the Class B membership.

Additional property and common areas may be annexed to or associated with the subdivision at any time with the consent of two-thirds of all members of the Association.

In order to provide a fund for the proper maintenance of such common areas (hereinafter called "Maintenance Fund") there is hereby imposed upon each tract in the subdivision an annual maintenance charge which shall not exceed Ten and No/100 Dollars (\$10.00) per acre contained within the exterior boundaries of such tract. Such maintenance charge shall be determined annually by the Association based upon the projected cost of operating, maintaining and repairing such common areas. Once assessed by the Association such maintenance charge shall be payable at such intervals as selected from time to time by the Association by each owner of a tract in the subdivision. Any delinquent maintenance charge shall accrue interest at an annual rate determined from time to time by the Association (which shall not exceed the maximum lawful annual interest rate) from the date of delinquency until paid. The maintenance charge hereby imposed shall not apply to Owner, or to any tract to which Owner holds both the record and beneficial title.

Neither Owner nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

The Association may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the common areas which the owners and/or occupants of tracts may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location. It is agreed and understood that the judgment of the Association, as custodian and administrator of said Maintenance Fund, when used in good faith in the

expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Association, as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each tract in the subdivision subject to such charge. There is hereby granted unto the Association an express lien against each tract of the subdivision to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, under the provision hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (Article 3810 V.A.C.S.) or a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has theretofore been the owner of the property affected thereby. Said lien and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purposes of making repairs or constructing dwellings or any other improvements whatsoever on any portion of any tract, or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provision of this agreement, in whole or in part, with respect to any tract or tracts, should it deem it advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract or tracts within the subdivision.

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Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by the Veterans' Land Board of the State of Texas (the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or encumbered with a lien to secure payment of the maintenance charge; however payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB, and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

In addition to the "common areas" the Association may own and/or operate any utility service (including by way of example but not limitation, water, gas, sewage and electricity) which is available for use by any tract within the subdivision, and it shall not be necessary for any such utility service to be limited only to the subdivision and may serve other property located without the subdivision. If the Association should become the owner and/or operator of any such utility service, then the Association may create and collect such installation fees, tap fees, service fees and similar fees from each user thereof in such amounts and at such times as deemed necessary or desirable by

the Association, provided, however, the Maintenance Fund herein created shall not be used for any such utility service and the Maintenance Fund shall be only used for the common areas as herein described. Further, the availability of any such utility service to any lot within the subdivision shall be subject to and conditioned upon the owner of each such lot complying with the rules and regulations of the Association and the payment of any such fees in regard to such utility service.

Any person negligently or willfully damaging or destroying all or any portion of the common areas shall be responsible to the Association for damages, and the Association shall use any funds collected by claim, lawsuit or settlement agreement arising out of such damage or destruction, to repair such damage or destruction, to the extent of such funds.

Association shall have, and it is hereby granted, the full right, power and authority to dedicate and/or convey all of its rights, titles and interests in and to the common areas or any part thereof and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms hereof to a public or quasi-public corporation or entity with the power to tax such as a city, Hays County, Travis County, or a public district having such powers. All references to Association shall apply with equal force and effect to any successor in interest to Association.

16. The sale of beer, liquor or other intoxicants shall never be permitted on any part of this property.
17. No firearms shall be discharged from or into this property.
18. Invalidity of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

James S. Ernst
JAMES S. ERNST

398 396

THE STATE OF TEXAS §
COUNTY OF HAYS §

Douglas J. Barclay
DOUGLAS J. BARCLAY

This instrument was acknowledged before me on this 20th
day of June, 1983, by JAMES S. ERNST.



Michael D. Stevens
NOTARY PUBLIC, State of Texas
Michael D. Stevens
(Print or type name of Notary)
My commission expires: 3-3-84

EXHIBIT A - Copy of instrument recorded in Public Records of the State of Texas, Book 10, Page 10, dated 10/10/82, which instrument is a deed of conveyance from James S. Ernst to the State of Texas, for the purpose of establishing the boundary between the State of Texas and the County of Hays, Texas, and for the purpose of establishing the boundary between the State of Texas and the County of Hays, Texas, and for the purpose of establishing the boundary between the State of Texas and the County of Hays, Texas.

THE STATE OF TEXAS §
COUNTY OF HAYS §

396 899

NOTARY. This instrument was acknowledged before me on this 27th day of August, 1983, by DOUGLAS J. BARCLAY.



Michael D. Stevens
NOTARY PUBLIC, State of Texas
Michael D. Stevens
(Print or type name of Notary)
My commission expires: 3-3-84

STATE OF TEXAS
COUNTY OF HAYS

I hereby certify this instrument was FILED on
the date and at the place shown by me and was duly
RECORDED, in the Volume and Page of the public RECORDS
of Hays County, Texas, as stamped herein by me.



July 1, 1983
Joseph M. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

COUNTY CLERK

FILED
HAYS COUNTY, TEXAS
JUL 30 PM 4:11

356 900

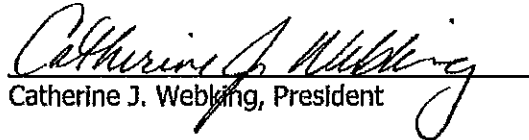
**STAGECOACH RANCH PROPERTY OWNER'S ASSOCIATION
RESTRICTION AMENDMENTS**

By affirmative vote of a majority of the property owners in each affected section by written ballot, the restrictions for Section I, Section II, Section III, Section IV, and Section V are amended as set forth below.

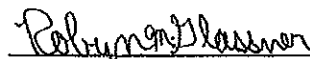
The following language is added to the restrictions:

After their original term, these restrictions and covenants as amended here shall remain in effect for an additional ten (10) year term and shall be automatically extended for successive ten (10) year terms unless terminated or amended prior to the anniversary date by a simple majority vote of existing members.

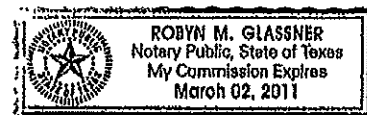
On behalf of the Board of the Stagecoach Ranch Property Owner's Association, I affirm the amendment to the restrictions for each section identified above.


Catherine J. Webbing, President

SWORN TO AND SUBSCRIBED TO BEFORE ME on the 29th day of
August, 2007.


Notary Public in and for the State of Texas

My Commission Expires: March 2, 2011



Filed for Record in: 01 11 11
Hays County
Dt: Sep 20, 2007 at 02:49P
Document Number: 70027889
Amount: 16.00
Receipt Number - 179553
By:
Alisha Herzog, Deputy
Linda C. Fritscher, County Clerk
Hays County

Hays TX
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2015 15025523

Instrument Number: 2015-15025523

Recorded On: August 14, 2015
As
OPR RECORDINGS

Parties: STAGECOACH RANCH SUBDIVISION
To

Billable Pages: 1
Number of Pages: 2

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

OPR RECORDINGS	26.00
Total Recording:	26.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-15025523
Receipt Number: 405752
Recorded Date/Time: August 14, 2015 10:46:48A
Book-Vol/Pg: BK-OPR VL-5296 PG-170
User / Station: B Parker - Cashiering #6

Record and Return To:

KRISTINA ADKINS
ORIGINAL TO CUSTOMER
SAN MARCOS TX 78666



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and
time stamped hereon and was recorded on the volume and page of the named records
of Hays County, Texas

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

SRPOA 000013

**STAGECOACH RANCH PROPERTY OWNER'S ASSOCIATION
RESTRICTION AMENDMENTS**

By affirmative vote of a majority of the property owners in the affected section by written ballot, the restrictions for Section I are amended as set forth below.

For Restriction Number 15, the first sentence of the fifth paragraph is amended as follows:

In order to provide a fund (hereinafter called "Maintenance Fund") for the proper maintenance of such common areas there is hereby imposed upon each tract in the subdivision an annual maintenance charge which shall not exceed Twenty and No/100 Dollars (\$20.00) per acre contained within the exterior boundaries of such tract.

On behalf of the Board of the Stagecoach Ranch Property Owner's Association, I affirm the amendment to the restrictions for Section I identified above.

Kristina R. Adkins

Kristina Adkins, Treasurer

SWORN TO AND SUBSCRIBED TO BEFORE ME on the 12 day of
August, 2015.

K. Guajardo
Notary Public in and for the State of Texas



My Commission Expires: 4/17/18