



**DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS  
ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND  
FOR INDIAN HILLS SUBDIVISION**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS FOR INDIAN HILLS SUBDIVISION, made and published this 17th day of October, 2022 by TWO SEVENTY TWO ACQUISITIONS, LLC (hereinafter, "Declarant"), hereafter referred to together with its successors-in-title who come to stand in the same relation to the property as its predecessor did as "Declarant".

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the upon referenced property; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values, amenities and opportunity within the property in order to contribute to the personal and general health, safety and welfare of the property Owners and residents therein and do maintain the land and improvements therein, and to this end wish to subject the Property to the covenants, restrictions, Owners association, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Indian Hills Subdivision and each and every subsequent Owner of any of the parcels and numbered lots in said development, Declarant does hereby set up, establish, promulgate and declare the following to apply to all of said parcels, numbered lots, marina and boat dock slips and to all persons owning said parcels or numbered lots or any of them, hereafter. These covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through TWO SEVENTY TWO ACQUISITIONS, LLC, their heirs, successors, successor-in-title and assigns, and Indian Hills Subdivision, to-wit:

**ARTICLE ONE  
DEFINITIONS**

The following terms, as used in this Declaration, shall have the following meanings:

- 1.1 DECLARANT shall mean TWO SEVENTY TWO ACQUISITIONS, LLC, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" and who is designated as the Declarant in a recorded

instrument executed by the immediately preceding Declarant.

- 1.2 PARCEL AND LOT shall mean and refer those Lots surveyed, platted and recorded as shown as INDIAN HILLS, a subdivision in Gillespie County, Texas, recorded in Clerk's File No. 2022010055, Plat Records Gillespie County, Texas, incorporated herein by reference and made a part hereof, as specified in Exhibit "A", being attached hereto and incorporated herein.
- 1.3 OWNER shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot or parcel which is a part of this declaration, including contract sellers and Declarant. Owner shall not include a mortgage holder unless and until such mortgage holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.4 ASSOCIATION shall mean and refer to Indian Hills Property Owners Association, Inc., its successors and assigns.
- 1.5 BOARD shall mean and refer to the Board of Directors of Indian Hills Property Owners Association, Inc., its successors and assigns.
- 1.6 PROPERTY shall mean that real estate which is submitted to this Declaration as described on the plats of survey above referenced and as specified in Exhibit "A" hereof.
- 1.7 ARC shall mean and refer to the Architectural Review Committee. The ARC will review and approve all construction plans.
- 1.8 ACC CHECKLIST shall refer to the Architectural Control Checklist. The ACC Checklist must be completed and submitted to the ARC or Association prior to the commencement of any construction.
- 1.9 HOMES shall refer to a permanent structure other than a Tiny Home or Barndominium, used as a primary living quarters as further defined by this Declaration within the Property.
- 1.10 RECREATIONAL VEHICLE shall refer to vehicle, which is (a) Built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) Designed to be self-propelled or permanently towable by a light duty truck, not to exceed one ton capacity; (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational camping, travel, or seasonal use, and (e) is fully licensed and ready for highway use.
- 1.11 TINY HOMES shall refer to those homes used as a permanent living structure, which are less than 400 feet in size, professionally manufactured as a Recreational

Vehicle (“RV”) and meet the state and local requirements governing Indian Hills Subdivision.

- 1.12 RV PAD shall refer to a specifically prepared area of a Recreational Vehicle Site that is a maximum of 24 feet in width and a maximum of 50 feet in length, that is level and constructed of concrete, at least six inches thick that support the weight of the RV and associated vehicles.
- 1.13 BARNDOMINIUM shall refer to those homes built using a post frame structure, a hard surface floor and includes the finishing insulation, doors, windows and other residential features required to make it a functional living space.
- 1.14 PRIMARY RESIDENCE shall refer to a Home, Tiny Home or Barndominium used as a single family, private, residential dwelling.
- 1.15 COMMUNITY WIDE STANDARD shall refer to the standard for which the Home design and construction shall be measured by prior to approval.
- 1.16 IMPACT FEE shall refer to the amount due prior to construction commencement.
- 1.17 PRIVATE ROAD shall refer to the road running through the community.
- 1.18 COMMON PROPERTY shall mean any and all real and personal property and easements and other interests therein, together with any facilities and improvements located thereon, now owned by the Declarant and hereafter owned by the Association for the common use and enjoyment of the Owners, including, without limitation, the dock, boat slips, pavilion, observation deck, fire pits, etc., located upon the Property. Common Property includes but is not limited to the portions of the property described as roads, access easements, and Common Property, shown as INDIAN HILLS, a subdivision in Gillespie County, Texas, recorded in Clerk’s File No. 2022010055, Plat Records Gillespie County, Texas
- 1.19 DEVELOPER shall mean TWO SEVENTY TWO ACQUISITIONS, LLC, its heirs and assigns.

## ARTICLE TWO PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 EXISTING PROPERTY. The initial property subject to this Declaration upon the recordation hereof in the county public records, are the Property, said property being described on the plat of survey referenced herein and as specified in “Exhibit A”.

### ARTICLE THREE USE RESTRICTIONS

- 3.1 SUBDIVISION OF LOTS. No Lot shall be subdivided after conveyed by Declarant.
- 3.2 COMMERCIAL ACTIVITY. No Lot shall be used for any commercial activity or business.
- 3.4. OCCUPANCY STRUCTURES. A Home, Tiny Home, Barndominium or RV Pad may be placed upon the property. A Home, Tiny Home or Barndominium shall be considered to be the "Primary Residence". One RV Pad may be constructed in addition to a Primary Residence. All homes and buildings must be completed within 12 months from the date construction begins.
- 3.5 GARAGES. A Primary Residences must meet the garage requirement as set forth for each type of Primary Residence as provided below.
- 3.6 FENCES. Fences must be constructed of iron, aluminum or wood. All fences must be approved by the Association. No chain link, barbed wire or privacy fences allowed and the height of the fence may not exceed five feet.
- 3.7 LANDSCAPING. All residents must do a reasonable amount of landscaping. The reasonableness of the amount of landscaping done is to be determined by the Association. Each lot shall be maintained in a neat and attractive condition including but not limited to mowing and/or weed eating so as not to become an eyesore to adjoining lots. Landscaping must be completed within 12 months of construction.
- 3.8 PONDS AND WATER FLOW. No redirection or restriction of water flow in any creek, stream, branch, or spring is permitted. Maintenance of existing ponds, creeks, streams, or springs shall be permitted and required at times. Construction of a new pond shall be permitted with the approval of the POA and proper governing authorities.
- 3.9 LAND DISTURBING ACTIVITIES. No mining, quarrying, drilling, or other such land disturbing activities shall be permitted on any portion of said property, provided, however, land disturbing activities as necessary for construction of road, trails, utility lines, house sites, driveways, septic tanks and drain fields shall be permitted so long as all disturbances for any and all such land disturbing activities are done in an environmentally sound manner with minimal impact on the sensitive water environment and resources including but not limited to (i) the construction and maintenance of all sedimentation fences, etc. necessary to prevent all

sedimentation, siltation, erosion, etc. from entering into the said streams, branches and/or springs and (ii) taking all steps necessary to prevent chemicals and/or other pollutants from entering into the said streams and/or branches.

- 3.10 CUTTING OF TREES. Lot Owners shall make every effort to maintain as much of the natural tree canopy as possible. In addition to trees that need to be removed pursuant an approved Home Construction Plan, Owners may cut no more than 10% of the trees on the property. However, the removal more than 10% of the trees on the property, or the removal of any tree with a diameter of 8 inches or larger at a height of 36 inches, requires prior written approval of the Declarant or the Association. All trees that have been cut must be entirely removed from property immediately.
  - (a) No trees may be cut on individual Lots without prior approval of the Declarant or ARC unless home construction plans have been approved.
- 3.11 ANTENNAS AND SATELLITE DISHES. No large antenna or satellite dishes of more than 18 inches in diameter are permitted.
- 3.12 EROSION CONTROL. Owners must construct erosion control methods such as siltation fences and/or screens, etc. during the home building process.
- 3.13 NOISES. No loud or obnoxious noise, including but not limited to, incessant dog barking, shall be permitted.
- 3.14 SIGNS. No advertising signs of any manner shall be permitted except during construction, one sign may be placed on the Lot advertising the construction company's name. This sign shall not exceed 24 inches by 24 inches in size and shall be removed at the completion of the home. No more than one sign may be placed on a Lot at a time without written approval of the Association. Construction signs shall not be placed upon a Lot until construction commences.
- 3.15 FOR SALE SIGNS AND REAL ESTATE AGENTS. No For Sale signs shall be placed on a Lot within the first 90 days of purchasing said Lot, or until such time as eighty percent of the Property has been conveyed by Declarant, or until the Declarant turns over control of the Association, or three years from the recording of this Declaration, whichever occurs first. The For Sale sign shall not exceed 18 inches by 18 inches in size and shall be constructed in the same manner and color as the original Lot sign. No generic For Sale Sign allowed, nor shall there be any signs permitted at the entrance of the property.
  - (a) The Declarant or Association reserves the right to restrict or prohibit brokers, real estate agents or associates from entering the Property if rules and regulations are not observed.

- (b) The entrance gate code shall not be made public nor given out without the Association's approval.
  - (c) All prospective clients must be accompanied by the listing real estate agent as they enter the Property. No persons shall be granted access to the Property without written permission or without being accompanied by the Property Owner or their licensed agent.
  - (d) It is the responsibility of the existing Property Owner to notify the Association of intent to sell their Lot and to supply the Association with the new Property Owners contact information.
  - (e) For Sale signs shall be prohibited from advertising the sale of any Lot from Friday to Sunday on any weekend the Developer holds a marketing campaign to sell remaining Lots, not to exceed two weekends over an eighteen month period from the date of recording of these covenants.
- 3.16 PROPANE TANKS. All propane tanks shall be placed underground.
- 3.17 SEWAGE DISPOSAL. All septic systems shall be approved by the Gillespie County Health Department or its respective governing agent at the time of construction.
- 3.18 TEMPORARY STRUCTURES. No structure of a temporary character, such as a basement, trailer, tent, shed, shack, garage, barn or other outbuilding except as specifically permitted herein, will be used on any Lot at any time as a residence whether temporarily or permanently.
- 3.19 MANUFACTURED HOME OR MOBILE HOME. No manufactured home or mobile home of any type shall be used or located on any Lot at any time whether temporarily or permanently.
- 3.20 RESIDENTIAL USE. There shall be only one Primary Residence per parcel or Lot. In addition, a lot may have an RV Pad. No further subdivision of parcels or Lots shall be allowed. No residence may be used as a school, church, kindergarten, or business/commercial enterprise of any type and no such activity shall take place on any parcel or Lot whether temporarily or permanently. No accumulation of discarded personal effects, debris, waste or garbage shall be permitted on any Lot at any time.
- 3.21 CLOTHESLINES. No clotheslines or outside drying area shall be located on any parcel or Lot.

- 3.22 GARBAGE AND TRASH CONTAINERS. No parcel or Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers except as required during trash collection.
- 3.23 PETS. No animal shall be permitted outside the boundaries of the Owners Lot unless accompanied by their Owners and all dogs must be on a leash. No animals, livestock, cattle or pigs shall be raised, bred, kept or maintained on any parcel or Lot, except:
- (a) Dogs, cats, or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.
  - (b) One horse may be kept per one acre of cleared land fenced in and designated for grazing, provided that they are not kept, bred or maintained for commercial purposes.
  - (c) Three goats may be kept per one acre of cleared land fenced in and designated for grazing, provided that they are not kept, bred or maintained for commercial purposes.
  - (d) No more than 20 chickens may be kept with appropriate shelters or coops, provided that they are not kept, bred or maintained for commercial purposes.
- 3.24 NUISANCES. No Lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
- (a) No automobiles, trucks or other motor vehicles may be parked on the subdivision roads or in the cul-de-sacs.
  - (b) No automobiles, trucks, or other motor vehicles without a current year license tag may be placed or allowed to remain on the property.
  - (c) No trail bikes, three and/or multi wheelers, dune buggies, or other externally mounted engine vehicles shall be permitted in the development, including the Common Property, except for ingress and egress. Golf carts and small utility vehicles shall be permitted; however, all such vehicles shall be properly muffled so as not to disturb occupants of the surrounding property and must not be an annoyance to others.

(d) RV Site must stay in neat and presentable condition at all times.

3.25 TOWERS. No towers, of any kind, shall be erected.

3.26 LEASES. Short term rentals of property is permitted but require a person at least 21 years of age to execute the lease and be present during the rental period. All leases must be in writing.

(a) Under no circumstances shall a lease for an outbuilding or guest quarters be permitted. Any usage of outbuilding or guest quarters must be as part of a lease of the entire property under the terms herein.

(b) Lot Owners are fully responsible for their tenants and the Board may require written notices be provided to the Association of their intent to lease or rent their property in advance. Additionally, the Association may require the Owner to supply the name of each lessee, their contact information and a signed rental agreement, if required by the board, prior to lessee occupying the property.

(c) Property Owners shall not be allowed to lease their property if their tenants do not abide by the rules set forth in this section.

3.27 BOATS AND BOAT TRAILERS. Boats and boat trailers may be stored in the driveway of a house for no more than five days out of any thirty day period. Boats and boat trailers may be stored in the garage or on a Lot if, and only if, the boat or trailers cannot be seen from adjoining Lots. Boats or trailers shall be removed immediately upon request of Declarant or Association.

3.28 CAMPERS AND TRAILERS. No camper or utility trailers permitted on Lot or road right of way, unless stored in a garage.

3.29 COMMON PROPERTY. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written consent of the Association, except as specifically provided herein. This includes, but is not limited to, parking in any of the roadways or streets that serve the subdivision, or the cul-de-sacs, or the Common Property.

(a) Neither the Declarant nor the Association shall be liable for any damage or injury resulting from such use of the Common Property to the extent permitted by law.

3.30 FIRE PITS. One fixed fire pit may be constructed upon the Lot with approval of the ARC.



- 3.31 CAMPING. No camping in tents, pop-up campers or other camping site gear not specifically allowed herein.
- 3.32 SOLAR PANELS. Solar panels shall not be permitted upon a Lot without written consent of the ARC.
- 3.33 SPECIAL PROVISIONS FOR LOT 66. The following provisions apply to only Lot 66:
- (a) Lot 66 is granted the necessary variances from this Declaration for the structure which presently exists together with the intended purpose as a Primary Residence dwelling. Any additions or modifications to the structure or the use must comply with this Declaration.
  - (b) Lot 66 shall be the only Lot in the subdivision to have access directly from Reeh Road.
  - (c) Assessments on Lot 66 shall be one-half of assessments charged to all other Lots of the Subdivision.

#### ARTICLE FOUR BUILDING REQUIREMENTS

- 4.1 MINIMUM HOME BUILDING REQUIREMENTS. The following shall be minimum requirements for construction of any Home and improvements on any Lot. All construction plans shall be approved by the Association or the Architectural Review Committee ("ARC").
- (a) Home Size. All Homes are required to be at least 1,200 square feet foot print. Square footage shall not include basements, garages or porches.
  - (b) Construction. All dwellings must be site-built and constructed of either, brick, decorative block, rock, wood, stucco or Hardy Board. No vinyl or aluminum siding permitted.
    - 1. At least twenty percent (20%) of the exterior of the home must be stone, block or brick unless pre-approved by the ARC.
  - (c) System Built Homes. System built Homes which meet all other requirements of this Declaration is permitted with prior approval of the Association or ARC given in writing.

- (d) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings, and thus keeping a strong emphasis on earth tones. No bright or unusual colors shall be permitted.
- (e) Staining and Painting. Staining and/or painting of all exterior surfaces of improvements shall be adequately done by Lot Owner as needed or at least once every ten years. Log homes shall be stained a minimum of every three years.
- (f) Roof and Pitch. All roofs on dwellings shall have at least a 6:12 pitch. Flat or shed roofs shall only be permitted over porches and deck areas. Standing seam metal roofs are permitted.
- (g) Driveways. All driveways and parking areas shall have a hard surface constructed of either concrete, asphalt, pavers, crushed asphalt, or crushed granite. Driveways shall not be constructed without prior approval of the Declarant or ARC. Driveways must be completed within three months of the completion of the home.
- (h) Buildings Location. All buildings must meet local building codes and setback requirements.
- (i) Garages. Homes may have a garage which meet the guidelines as follows:
  1. Garage must be a two car garage.
  2. No front loading garages shall be permitted unless pre-approved by the ARC. Variances shall be granted only when the topography of land warrants such a request and no other feasible options exist. Should a front loading garage be permitted, Carriage style doors shall be required by the ARC.
  3. Detached garages permitted. The detached garage shall be constructed in the same manner of the primary residence with regard to siding, style and roof color and shall have at least two garage doors. The detached garage shall not be constructed prior to home construction and may not be used as the primary residence.
  4. Guest quarters shall be permitted above the detached garage with county approval.
- (j) Foundations. All home foundations shall be finished with brick, stone, stucco or be built of split-face block that has the appearance of natural stone. No

exposed block shall be permitted either on the side of the home, or under decks or porches. All retaining walls shall be constructed of cement or cement blocks and finished to the same standards. No exposed blocks or concrete permitted. Railroad ties shall not be permitted of the construction of retaining walls.

- (k) Property Appearance. The Owner of each Lot, whether vacant or occupied, shall maintain the Lot in a neat and attractive condition. This includes mowing of the Lot while vacant a minimum of every six months. Owner authorizes Board to mow and assess Owner reasonable fees for services rendered if Owner fails to do so.
- (l) Swimming Pools. In ground pools shall be permitted but must have prior approval of the Association or ARC prior to construction. No above ground pools permitted.
- (m) Landscaping. Landscaping around dwellings shall be completed within three months of completion of construction.
- (n) Detached Cottage. No Detached Cottages permitted. A single guest house above the garage may be approved by the ARC, but must match the style, materials and color scheme of the primary home.
- (o) Builders. All contractors, builders and subcontractors must be approved by the Association or ARC prior to start of construction. Declarant shall have the sole authority to approve or disapprove of contractors.
  - 1. The Declarant reserves the right to restrict or deny contractors, sub-contractors or builders from entering or building in the community at their sole discretion.
- (p) Miscellaneous Controls. There shall be no window air conditioning units. No lattice shall be allowed on houses, and no exposed concrete or block walls permitted.
- (q) ARC. The ARC shall have the full and complete authority to deny construction plans, at their sole discretion, if said plans do not represent the Community Wide Standard.

4.2 TINY HOMES. In addition to meeting the requirements as set forth in Paragraph 1.11 herein, the minimum requirements for an Owner to place a Tiny Home upon a Lot are:

- (a) Construction. All Tiny Homes must be professionally built and meet RV standards and guidelines as set forth by any governing authority and the

requirements set forth herein.

- (b) Primary Residence. A Tiny Home shall be considered to be the Primary Residence if placed upon a Lot. No other Home or dwelling may be built upon the Lot unless the Tiny Home is removed from the Lot, including any pad or foundation upon which the Tiny Home sits. A Tiny Home shall not be permitted on a Lot that already has a Home.
- (c) Decking. Tiny Home shall require a deck to be approved by ARC, and shall be at least 100 square feet in area. Decking may remain unattached if Tiny Home is on wheels. Where the Tiny Home is permanently affixed, the decking shall be affixed to the Tiny Home.
- (d) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings, and thus keeping a strong emphasis on earth tones. No bright or unusual colors shall be permitted.
- (e) Staining and Painting. Staining and/or painting of all exterior surfaces of improvements shall be adequately done by Lot Owner as needed or at least once every three years.
- (f) Driveways. All driveways and parking areas shall have a hard surface constructed of either concrete, asphalt, pavers, crushed asphalt, or crushed granite. Driveways shall not be constructed without prior approval of the Declarant or ARC. Driveways must be completed within three months of the completion of the home.
- (g) Buildings Location. All buildings must meet local building codes and setback requirements.
- (h) External Building. May have an External Building with a maximum size of 12 by 18 feet. The External Building shall be consistent with the Primary Residence in color, material and design.
- (i) Underpinning. All Tiny Homes shall be finished with stone or split-face block that has the appearance of natural stone. No lattice nor exposed block shall be permitted on either on the side of the home, or under decks or porches. All retaining walls shall be constructed of cement or cement blocks and finished to the same standards. Railroad ties shall not be permitted of the construction of retaining walls.
- (r) Property Appearance. The Owner of each Lot, whether vacant or occupied, shall maintain the Lot in a neat and attractive condition. This includes mowing of the Lot while vacant a minimum of every six months. Owner authorizes

Board to mow and assess Owner reasonable fees for services rendered if Owner fails to do so.

- (j) Swimming Pools. In ground pools shall be permitted but must have prior approval of the Association or ARC prior to construction. No above ground pools permitted.
- (k) Landscaping. Landscaping around dwellings shall be completed within three months of completion of construction.
- (l) Builders. All contractors, builders, manufacturers and subcontractors must be approved by the Association or ARC prior to start of construction. Declarant shall have the sole authority to approve or disapprove of contractors.

- 1. The Declarant reserves the right to restrict or deny contractors, subcontractors or builders from entering or building in the community at their sole discretion.

- (m) Miscellaneous Controls. There shall be no window air conditioning units. No lattice shall be allowed on houses, and no exposed concrete or block walls permitted.
- (n) ARC. The ARC shall have the full and complete authority to deny construction plans, at their sole discretion, if said plans do not represent the Community Wide Standard.

4.3 RV PADS. Plans for an RV Pad must be submitted to the ARC prior to commencement of construction, must adhere to the local building guidelines, obtain any permits required, approved by ARC and meet the following requirements to the extent they do not directly conflict with governmental requirements:

- (a) Primary Residence. An RV Pad may be placed upon the Lot as a stand alone pad or in conjunction with a Primary Residence and may be installed before or after the placement of the Primary Residence.
- (b) Utilities. Must provide water, sewer and electric as minimum site utilities and must be approved for utility installation by ARC and the proper governing authority for each utility provided.
- (c) Location. The location of your RV Pad must be approved by ARC. The RV Pad shall have a front setback of 60 feet from the property line and be accessible from the adjoining road. ARC may modify the location if proposed location negatively affects uniformity of RV Pads or structures on adjacent Lots.

(d) Use of Pad. Only a Recreational Vehicle as set forth in Paragraph 4.4 below may be placed upon an RV Pad.

(e) External Building. If there is no Primary Residence on the Lot, the external building shall have a metal or shingle roof, placed on a concrete slab, with a 6:12 minimum pitch together with cedar or stone posts, otherwise, the External Building shall be consistent with the Primary Residence in color, material and design. The maximum size of 12 feet in width and 18 feet in width.

4.4 RECREATIONAL VEHICLES. Professionally, state licensed, Class A, B or C recreational vehicle or fifth wheel camper (referred to as "RV") of 24 feet or longer in length may be placed upon the Lot for use as a temporary living space provided:

(a) RV must be connected to an RV Pad that has been constructed in accordance with Section 4.3 above;

(b) Owner may only have one RV per Lot;

(c) An RV placed on a Lot for a period exceeding five (5) days must be approved by ARC;

(d) May not be occupied for a time period that exceeds that which is allowable by state or local law;

(e) Must not be on a semi-truck chassis, even if sold to be an RV;

(f) Does not include, manufactured homes, modular or any other home structure, except as specifically permitted by these Covenants;

(g) No RV shall be located on a Lot that does not meet the above requirements nor shall an RV be parked on subdivision roads within the development; however, a non-conforming RV may be parked on a Lot provided that it is enclosed by a structure that has the same siding as the house located upon the Lot.

(h) Frequent violations resulting from Owners or their tenants placing non-conforming RV's upon the Lot may result in revocation of Leasing rights by the Developer or the Associations.

4.5 BARDOMINIUMS. The following shall be minimum requirements for construction of a Barndominium as defined in Paragraph 1.13 above on any Lot. All construction plans shall be approved by the Association or the ARC.

- (a) Home Size. All homes are required to be at least 1,200 square feet foot print. Square footage shall not include basements, garages or porches.
- (b) Construction. Barndominiums must be site-built, esthetically pleasing in shape, color and design, and at least 20 percent of the exterior must be stone, block or rock. The ARC will take these qualifications into consideration when approving construction plans. No vinyl siding permitted.
- (c) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings, and thus keeping a strong emphasis on earth tones. No bright or unusual colors shall be permitted.
- (d) Staining and Painting. Staining and/or painting of all unpainted, non-metal exterior surfaces of improvements shall be adequately done by Lot Owner as needed or at least once every ten years. Log homes shall be stained a minimum of every three years.
- (e) Roof and Pitch. All roofs on dwellings shall have at least a 6:12 pitch. Flat or shed roofs shall only be permitted over porches and deck areas. Standing seam metal roofs are permitted.
- (f) Driveways. All driveways and parking areas shall have a hard surface constructed of either concrete, asphalt, pavers, crushed asphalt, or crushed granite. Driveways shall not be constructed without prior approval of the Declarant or ARC. Driveways must be completed within three months of the completion of the home.
- (g) Buildings Location. All buildings must meet local building codes and setback requirements.
- (h) Garages. Barndominiums may have a garage which meet the requirements as follows:
  - 1. Must be a two car garage.
  - 2. No front loading garages shall be permitted unless pre-approved by the ARC. Variances shall be granted only when the topography of land warrants such a request and no other feasible options exist. Should a front loading garage be permitted, Carriage style doors shall be required by the ARC.
  - 3. Detached garages permitted. The detached garage shall be constructed in the same manner of the primary residence with regard to siding, style and roof color and shall have at least two garage doors. The detached

garage shall not be constructed prior to home construction and may not be used as the primary residence.

4. Guest quarters shall be permitted above the detached garage with county approval.
- (i) Foundations. If any of the foundation of the Barndominium shows, it shall be finished with brick, stone, stucco or be built of split-face block that has the appearance of natural stone. No exposed block shall be permitted either on the side of the home, or under decks or porches. All retaining walls shall be constructed of cement or cement blocks and finished to the same standards. No exposed blocks or concrete permitted. Railroad ties shall not be permitted of the construction of retaining walls.
  - (j) Property Appearance. The Owner of each Lot, whether vacant or occupied, shall maintain the Lot in a neat and attractive condition. This includes mowing of the Lot while vacant a minimum of every six months. Owner authorizes Board to mow and assess Owner reasonable fees for services rendered if Owner fails to do so.
  - (k) Swimming Pools. In ground pools shall be permitted but must have prior approval of the Association or ARC prior to construction. No above ground pools permitted.
  - (l) Landscaping. Landscaping around dwellings shall be completed within three months of completion of construction.
  - (m) Detached Cottage. No Detached Cottages permitted. A single guest house above the garage may be approved by the ARC, but must match the style, materials and color scheme of the primary home.
  - (n) Builders. All contractors, builders and subcontractors must be approved by the Association or ARC prior to start of construction. Declarant shall have the sole authority to approve or disapprove of contractors.
    1. The Declarant reserves the right to restrict or deny contractors, sub-contractors or builders from entering or building in the community at their sole discretion.
  - (o) Miscellaneous Controls. There shall be no window air conditioning units. No lattice shall be allowed on houses, and no exposed concrete or block walls permitted.
  - (p) ARC. The ARC shall have the full and complete authority to deny construction



plans, at their sole discretion, if said plans do not represent the Community Wide Standard.

- 4.6 PARCEL OR LOT SIZE. Notwithstanding other provisions of these covenants Declarant shall have the right to combine any lots or parcels, or portions of lots or parcels into other lots that are apart of this subdivision, in effect changing the boundary line of the lots so long as the number of resulting lots is no more than shown on the Final Survey for Indian Hills Subdivision and so long as the Lot size meets county, city and local building requirements. However, other than the above exception for Declarant, no residential parcel or Lot shall be subdivided into smaller tracts than the original tract size as shown on the above referenced plats of survey. The Association does not have any authority to grant variances under this paragraph.
- 4.7 ARCHITECTURAL AND BUILDING CONTROLS. With the specific exception of Declarant, all building plans with regard to exterior color and overall aesthetic appeal must be approved by the Declarant for five years from the date of these covenants provided Declarant still owns a Lot in this subdivision or until Declarant turns this authority over to the Association at an earlier time, at Declarant's sole discretion. Once Declarant no longer has the authority to approve building plans pursuant to this paragraph they must be approved by a two-thirds vote of the Board of Directors for the Association with regard to exterior color and overall aesthetic appeal. It is the aesthetic goal of this development that all improvements shall be uniform in appearance. All construction shall be in compliance with state and local building codes at all times.
- (a) The standard for approval of building plans shall include, but not be limited to:
    - (i) aesthetic consideration; (ii) materials to be used; (iii) compliance with the standards then in effect at the Property and widely adopted (the "Community-Wide Standard"), this Declaration, or the design standards which may be adopted by the Association or Architectural Review Committee (ARC); (iv) harmony with the external design of the existing buildings, lots and structures, and the location in relation to surrounding structures and topography; and (v) any other matter deemed to be relevant or appropriate by the Board or ARC.
  - (b) Before construction commences, Owners must present two copies of blue line schematic drawings to the ARC and a completed ACC Checklist for approval. The ACC Checklist consists of the following:
    - i. A copy of the preliminary site plan disclosing location of all improvements to be placed upon Lot;
    - ii. A copy of the schematic drawings of home, locating improvements on Lot, showing elevation on all four sides, color schemes, building materials, and all site improvements;
    - iii. Proof of insurance, builder's risk, errors and omission, liability and

- workmen's compensation;
- iv. List of all subcontractors to be used during construction.
- (c) Upon receipt of a completed ACC Checklist, the ARC must respond within thirty days for final approval.
- (d) One copy of site plan and schematic drawings will be returned to Owner.
- (e) Property Owners are responsible for agents, employees, contractors and subcontractors.
- (f) For so long as Declarant shall own a Lot in Indian Hills Subdivision, Declarant shall not be required to submit any plans for approval. However, Declarant shall abide by the limitations, controls and restrictions of these Declarations.
- (g) Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations. Neither the Declarant, Association nor ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the ARC, the Declarant nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot.
- (h) The ARC shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions.

## ARTICLE FIVE

### MAINTENANCE OF ROADWAY, IMPROVEMENTS, COMMON PROPERTY

- 5.1 ROADS. The roads within Indian Hills Subdivision are and will remain private roads, and shall be maintained and repaired by the Property Owners Association.
- 5.2 ROAD REPAIR. Declarant shall maintain the roads within the Property until Declarant turns road repair over to the Association upon the first Association meeting. Each Lot Owner covenants and agrees to participate and cooperate, on a pro rata basis, in the repair, replacement, maintenance and operation of the Private Roads and to maintain all slopes or other supports on all Lots for purposes of providing lateral support to the Private Road including, but not limited to, costs, repair and expenses. It is expressly acknowledged and understood by the Lot

Owners that damage to the subdivision road caused directly by any construction by or other activities of a particular Lot Owner shall be the responsibility of said Owner to repair. Said damage shall include, but not be limited to, that damage caused by irresponsible use of and/or loading on said road during adverse conditions. Declarant shall deed the roads to Association once Declarant conveys all the Lots in the subdivision; provided, however, nothing shall prevent Declarant from deeding the roads at an earlier time at Declarant's sole discretion.

- (a) Upon approval of the ARC of building plans submitted to it, pursuant to section 4.7 above, there will be due a \$2,000.00 Impact Fee, from each Lot Owner, for maintenance and road improvement. Any approval given shall be contingent upon receipt of this fee, whether specified or not in said approval. Twenty percent shall be submitted with the application, the balance of this fee shall be paid prior to construction on said Lot. If a Lot Owner fails to pay this fee prior to the beginning of construction, the ARC may file a lien against the Property Owners for the amount owed plus penalties; withdraw any prior approval given, or any other remedies available at law or in equity. If the Impact Fee has not been paid prior to construction commencement the fee shall be increased to \$2,500.00. The Impact Fee shall increase at \$500.00 increments every fifteen days until the fee has been paid.
- (b) Lot Owners shall be responsible for damage created to the Property by their contractors and sub-contractors. The amount due for such damage shall be determined by the ARC.
- (c) So long as Declarant is responsible for maintaining the subdivision roads, the above Impact Fee shall be used by Declarant to repair roads. Declarant shall keep said fee in an escrow account and keep an accurate accounting of how the funds were used.

5.3 RESPONSIBILITY. Owners shall be solely responsible for any repairs, and costs of such repair, for the acts of their guests, invitees, agents or family members for damage to the private roads caused by gross negligence, intentional misfeasance of usage of the Private Road in a manner not constituting reasonable, ordinary, everyday or typical use of the Private Road. All such repair shall be completed in a timely and workmanlike manner.

5.4 MAINTENANCE OF COMMON PROPERTY/AREA. Declarant shall maintain and keep in good repair the Common Property until he deeds the Common Property to the Association, at which time the Association shall take title to said property. Thereafter, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, all maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping grass areas, paving, and other improvements, if any, situated on the Common

Property.

## ARTICLE SIX EASEMENTS

- 6.1 EASEMENT GRANTS. The following easements are hereby granted and/or reserved over, across, and through the property.
- (a) ROAD INGRESS AND EGRESS. There is hereby granted to all subdivision parcel or Lot Owners, their heirs, successors, and assigns, and to all Owners of the limited Common Property, their heirs, successors, and assigns, a reciprocal easement for ingress and egress across all roadways contained in the subdivision as well as access from the public roads to the subdivision roads. All Lots must be accessed directly to and from the Subdivision's private roads.
  - (b) PUBLIC EASEMENTS. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles have a perpetual, non-exclusive easement of ingress and egress over and across all roadways contained in the subdivision for the performance of their respective duties.
  - (c) GATED ENTRANCE. Indian Hills Subdivision will have a gate across the entrance to the subdivision. Such gate and its use shall be governed by the Association and said gate shall not inhibit, in any way, the peaceful and unfettered enjoyment of the easements described herein.
  - (d) UTILITY EASEMENTS. Declarant does hereby establish for the benefit of, and grant and convey to, the Owner of each Lot, a perpetual, nonexclusive easement appurtenant to each of the other Lots for the purpose of construction, installation, maintenance, repair, replacement, renewing, connecting into and use by such Owner of gas, telephone, power, water, sewer, or other utility lines serving any portion of a Lot within ten feet of the boundary line(s) of any Lot(s), provided there are no buildings or structures constructed in such areas. All such utility lines shall be installed and maintained below the ground level or surface of the Lots (except for such parts thereof that cannot be and are not customarily placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Lot.

**ARTICLE SEVEN  
INDIAN HILLS SUBDIVISION  
PROPERTY OWNERS ASSOCIATION**

- 7.1 MEMBERSHIP. All Lot Owners shall become members of Indian Hills Property Owners Association, Inc. ("Association") at time of closing. Each Lot shall have one vote only regardless of whether the parcel or Lot is owned by multiple titleholders owning jointly. The Declarant and its successors are all members of the Association until all Lots are sold.
- 7.2 CONTROL BY DEVELOPER. Declarant shall have the absolute authority to control the Association as long as they own at least one Lot. Declarant may relinquish control of the Association earlier in Declarant's sole discretion. Members of the Association, including Declarant after control is relinquished, are entitled to one vote per Lot owned. Declarant may establish by a separate document rules governing the affairs of the Association. Once the Declarant has relinquished control, the Association, except as specifically set forth herein, may amend those rules by a seventy five percent (75%) approval by a quorum of members, or alternatively establish rules governing said Association with a seventy-five percent (75%) approval by a quorum of members, if Declarant fails to establish those rules.
- 7.3 MEETING. An Association meeting shall be called and convened each year at some time during the months of July or August after Declarant has relinquished control of the Association. Declarant, or an assigned representative, shall preside as temporary chairman at the first Association meeting and shall serve as the Board of Directors until such time as the Declarant no longer has control or has relinquished control, at which time a special meeting shall be called and a new Board of Directors shall be elected. Written notice of any meeting called shall be sent to all Association members not less than thirty days or more than sixty days in advance of the meeting. At the meetings the presence of members either in person or by proxies entitled to cast fifty percent of all votes shall constitute a quorum. No quorum shall be required for the Declarant to relinquish control of the Association.
- (a) The acts approved by a majority of those present at a meeting either in person or by proxies at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration or By-Laws.
- 7.4 ASSESSMENTS. The annual Association assessment shall be **Nine Hundred and no/100 Dollars (\$900.00)** per lot, per year.
- (a) This amount may be reviewed by the Association on an annual basis and may be increased, or decreased, as necessary to meet the needs as described herein. Any increase must be approved by a vote of seventy-five percent of Lot Owners. or

up to a ten percent (10%) annual increase may be made by a seventy-five percent vote of the Board during the first five years after the Declarant has relinquished control of the Association, unless seventy-five percent of the Lot Owners vote not to increase the yearly dues. Subsequent to the five year period, future increases may only be approved by a vote of seventy-five percent of Lot Owners.

- (b) The Lot Owners of each Lot owned within the Property, by acceptance of a deed, therefore, hereby covenants, whether or not it shall be so expressed in such deed, and is deemed to covenant and agree to pay the Association's annual assessments and special assessments subject to the terms of this paragraph.
- (c) Declarant and later the Association shall keep the Assessment funds in an escrow account, and keep an accurate accounting of how this money was used. Any funds in this escrow account, upon Declarant relinquishing this responsibility to the Association, shall be turned over to the Association.
- (d) Annual assessments are due the 1st day of January of each new calendar year.
- (e) No Lot(s) within Indian Hills that are owned by the Declarant, or one of their affiliate companies, shall be assessed the yearly dues until said Lot(s) have been sold and conveyed by the Declarant.
- (f) Lot Owners that own more than three vacant Lots shall be assessed the full yearly amount on the first two Lots and half the yearly amount for each subsequent Lot. If a Lot, that has been assessed half the yearly assessment amount, has been sold or conveyed, or a house has been constructed on said Lot, then that Lot Owner shall be assessed the full yearly assessment amount.
- (g) Lot 66 will pay one-half of the Annual Association Assessment.

7.5 ASSESSMENT PURPOSE. Annual assessments shall be used for road maintenance (all roads), landscaping, entrance gate maintenance, insurance premiums, taxes, utility fees and improvements, maintenance, cleaning and caring of the Common Property regardless of whether the Declarant or the Association owns the Common Property, or other purposes the Declarant or later the ARC desires to use said assessments for that exclusively promote the recreation, health, safety and welfare of the residents in the subdivision; provided, however, the maintenance of Common Property and the payment of the insurance described above shall be given absolute priority over any other use of the Assessments that may be determined by the Association at a later date.

- (a) The annual assessment shall be used to mow the grass along the edges of the road and mow the Common Property a minimum of two times per month, or as

needed, to maintain community appeal and Community Wide Standard.

- 7.6 SPECIAL ASSESSMENTS. Special assessments may be made for any lawful purpose by the approval of seventy-five percent of the membership at the meeting once a quorum is established.
- 7.7 DELINQUENT ASSESSMENTS.
- (a) If the annual or special assessments, or assessments for maintenance of Common Property, are not paid on or before thirty days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the Association files a claim of lien on the public records of Gillespie County, against any Lot, a lien fee shall be added to the unpaid assessment and secured by the lien hereby created.
  - (b) If the annual assessment is not paid within thirty days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent per annum, or the maximum allowed by law. The Association may bring an action of law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest as provided herein together with the costs of the action and collection of the assessment, including a reasonable attorney's fee and costs and fees on appeal. Reasonable attorney's fees and costs of collection shall be recoverable whether or not suit is brought. In addition, if the annual assessment is not paid within thirty days after the date when due, then the Owner shall lose right to use of the Common Property (excluding subdivision roads) until such time as assessments are paid in full.
  - (c) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.
  - (d) The Association shall upon demand at any time furnish to any Lot Owner liable for said assessment a certificate in writing and in recordable form, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment

therein stated to have been paid.

## 7.8 INSURANCE.

- (a) The Declarant shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million dollars (\$1,000,000.00). The Association shall be responsible to ensure this policy stays intact once the Common Property is turned over to the Association.
- (b) Insurance coverage obtained by the Association shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth;
  - (i) All policies shall be written with a company licensed to do business in Texas;
  - (ii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;
  - (iii) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Lot Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary;
  - (iv) All casualty insurance shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the property is located;
  - (v) The Board shall be required to make every reasonable effort to secure insurance policies that provide for the following;
    - (1) a waiver of subrogation by the insurer as to any claims against the Association, the Association's manager, the Owners and their respective tenants, servants, agents, and guests;
    - (2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
    - (3) a provision that no policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any



- one or more individual Owners;
  - (4) a provision that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;
  - (5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
  - (6) that no policy may be canceled or substantially modified or subjected to non-renewal without at least thirty days prior written notice to the Association.
- (c) Each Owner covenants and agrees that in the event of damage and destruction of structures on their Lot(s), Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made. The Owner shall pay all costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed and a determination is made not to rebuild or to reconstruct, Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the community-wide standard.

7.9 REPAIR AND RECONSTRUCTION. In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless at least seventy five percent (75%) of the Lot Owners, vote not to proceed with the reconstruction and repair of the structure, the Association or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged structures.

- (a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Association shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Association determines to be necessary.

- (b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Association, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Property to be used as directed by the Board.
- (c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the structures were originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Association.
- (d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lot Owners, if any, on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Association.
- (e) Damage to or Destruction of Dwellings on Lots. In the event of damage to or destruction of structures on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.
- (f) Tree damage on Lot. Lot Owner(s) shall proceed promptly to remove all damaged or fallen trees or those that have been cut on said Lot.

7.10 SALE OF LOTS. Within thirty days after receiving title to a Lot, the purchaser of the Lot shall give the Association written notice of their Ownership of the Lot(s). Upon failure of an Owner to give the required notice within the thirty day time

period provided herein, the Association may levy fines against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining their identity.

- 7.11 SECURITY. The Declarant or Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide security shall lie solely with each Lot Owner. Neither the Declarant nor Association shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.
- 7.12 ESCROW ACCOUNT. All funds collected are required to be held in an escrow account under these covenants.
- 7.13 CLEAN-UP AUTHORITY. The Owner of each Lot, whether vacant or occupied, shall maintain the Lot in a neat and attractive condition. If the Declarant or later the Board deems the any Lot or structure thereupon to be in ill repair, unkempt or does not meet community standards, the Declarant or Board may take the following actions:
- (a) Provide Notice to the Owner by first class mail which shall include:
    1. A description of the violation along with required actions required of the Owner to cure the violation;
    2. Statement notifying Lot Owner the Board has the authority to take the required actions to cure the violation, which may include the removal of personal property, debris or structures if the violation is not cured within 90 days of the date of the letter;
    3. Statement notifying the Owner that the Owner shall be responsible for any costs incurred by the Declarant or Association to cure the violation plus a 15% management fee.
    4. Costs and fees shall be an Special Assessment against the Owner and the Lot.
  - (b) Lot Owner's failure to act shall be a waiver of any and all claims against the Declarant, and later the Board for clearing up the violation. The Declarant, and later the Board are not required to incur any more costs than necessary,

but also not required to take the least costly method to cure. Failure of the Lot Owner to act is authorization of the Developer and later the Board to act in its discretion.

- (c) A lien may be placed against the Lot(s) for costs and reasonable attorney fees incurred in removing the violation and filing a claim for lien.

- 7.14 DECLARANT'S RIGHT TO ASSESSMENTS. So long as Declarant owns and/or maintains the Common Property, Declarant shall have the right to the proceeds collected by the Association from any and all Assessments to pay for the maintenance, taxes and insurance of the Common Property. In the event the Association fails to reimburse or pay, on demand, the Declarant the amounts necessary as set forth above, the Declarant shall have the right, by written notice to each Lot Owner, to instruct that all further Assessments be paid to Declarant in lieu of the Association, and to enforce non-payment of Assessments by Lot Owners in such an event in the manner set forth above.

## ARTICLE EIGHT

### PROPERTY RIGHTS IN COMMON PROPERTY

- 8.1 USE OF COMMON PROPERTY. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written consent by the Association, except as specifically provided herein.
- (a) The use of the Common Property shall be governed by the Declarant, until such time as they turn the Common Property over to the Association, after such time the use of the Common Property shall be governed by the Association. The Declarant, while in control of the Common Property, and thereafter the Association, shall have the authority to establish written policies for the use of the Common Property.
  - (b) Anyone who uses a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. Neither the Declarant, nor Board, nor Association shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.
  - (c) All trash must be removed immediately upon use of the Common Property.

Trash shall not be deposited into the lake, other common areas or upon Lots. Upon use of the fire pits or grills, the user shall clean and remove all debris, ashes, burnt logs, etc.

- (d) The parking area, grilling stations, pavilions, and sitting areas shall be for the sole use of Property Owners and their renters and guests.
  - (e) The Common Property shall not be occupied overnight.
  - (f) Use of the Common Property shall be revoke for any Property Owner, their renters and their guests if the Property Owner is delinquent on the annual dues by more than thirty days.
- 8.2 DECLARANT USE OF COMMON PROPERTY. Declarant shall be permitted full use and enjoyment of common property for so ever long as Declarant owns a Lot or property within the Indian Hills subdivision.
- 8.3 TITLE TO COMMON PROPERTY. The roadways and Common Property shall be conveyed to the Association at any time Declarant desires, but in all events before Declarant conveys the last Lot owned in this subdivision. However, title shall be conveyed subject to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:
- (a) In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition. The maintenance and repair of the Common Properties shall include, but not be limited to the repair of damage to roadways, walkways, outdoor lighting, fences, decking, stone work, pool maintenance, and landscape maintenance.
  - (b) This section shall not be amended to reduce or eliminate the obligation for maintenance and repair of the Common Property.
- 8.4 PAVILLIONS. Common Property shall include subdivision roads, entrance and pavilion, with fire pit and sitting areas.

## ARTICLE NINE ENFORCEMENT AND DURATION

- 9.1 ENFORCEMENT. If the Owner of the parcels or lots of Indian Hills Subdivision violate any of the covenants set forth in this Declaration, it shall be lawful for any other person owning real property in the subdivision or the Association to

prosecute any proceeding at law or in equity against any person or persons violating any of such covenants and either to prevent such Owner from so doing or to recover damages for such violations, or both.

- 9.2 AMENDMENT. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration shall run with the land and shall be binding upon all Lot Owners and their heirs, successors and assigns, provided, however that the Declarant retains the absolute right to amend this declaration, as he may deem necessary, during the period Declarant is in control of the Association and all such amendments shall be binding upon all Lot Owners. Except as clearly stated in paragraph 9.3 or as otherwise provided in this Declaration, the Association shall have the right to amend these covenants once Declarant no longer controls the association by approval of the Owners of seventy-five percent of the Lots subject to this declaration; provided, however, that the parcels and Lots shall NOT be divided into smaller tracts than as shown on the plats of survey above referenced except as provided in paragraph 4.2 above and that the land designated as Common Property shall NOT be sold and shall not be used for residential or commercial purposes during the duration of these covenants and restrictions. All amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment.
- 9.3 AMENDMENT AFFECTING DECLARANT. **No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.**
- 9.4 DURATION OF COVENANTS AND RESTRICTIONS. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming under them perpetually to the extent permitted by law. However, so long as Texas law limits the period during which covenants restricting lands to certain uses may run, any covenant affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty years, unless fifty-one percent of the persons owning parcels or lots execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all Owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in Texas General Statute, Title 11, Chapter 213.003. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to these covenants, by acceptance of a deed or other conveyance, agrees that the covenants contained herein may be extended and renewed as provided in this Paragraph.

- 9.5 BINDING OF HEIRS, ETC. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Declarant and Owners and their respective heirs, administrators, executors, legal representatives, successors and assigns. Time is of the essence in each and every provision of these Agreements.

**ARTICLE TEN  
RESERVATION BY DECLARANT OF EASEMENTS**

- 10.1 Declarant hereby reserves unto Declarant, its heirs, successors and assigns, all necessary licenses, rights, privileges and easements over, under, upon, through and across the Property to, including without limitation, (i) use said Property for rights-of-way and easements to erect, install, maintain and use electric and telephone lines, wires, cables, conduits, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment and service, cable, television, water or other public/private conveniences or subdivision utilities; (ii) to access the Property for purposes of development and construction; and (iii) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of Indian Hills Subdivision; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such utility, development or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the Property. All easements, rights-of-way, rights, licenses and privileges herein reserved in Declarant shall be binding upon the Property and shall inure to the benefit of Declarant, its heirs, successors and assigns until such time as Declarant has quit claimed all its interests in the Property by filing such quit claim document with the Clerk of Superior Court of Gillespie County for purposes of recording same on the deed records of the

SO EXECUTED this 17th day of October, 2022.

**TWO SEVENTY TWO ACQUISITIONS, LLC,  
Declarant**

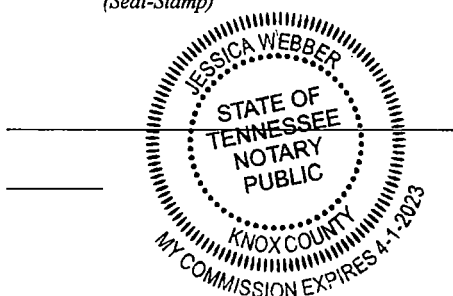
 (SEAL)  
By: Scott Rye, Managing Member

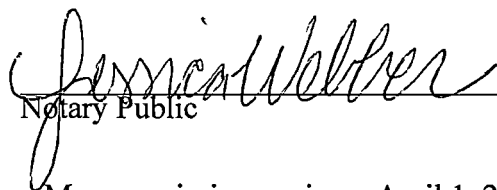
**STATE OF TENNESSEE  
COUNTY OF KNOX**

I, JESSICA WEBBER, a Notary Public of the County and State aforesaid, do hereby certify that Scott Rye personally came before me this day and acknowledged that he is a Member of TWO SEVENTY TWO ACQUISITIONS, LLC, and further acknowledged execution of this Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running With The Land For Indian Hills Subdivision on behalf of the LLC.

Witness my hand and official seal, this the 17th day of October, 2022.

(Seal-Stamp)



  
Notary Public

My commission expires: April 1, 2023



**EXHIBIT "A"**

All that certain piece, parcel or lot of land lying and being situate in the State of Texas, County of Gillespie, containing 265.5 acres, more or less, on a plat of survey for TWO SEVENTY TWO ACQUISITIONS, LLC, dated October 4, 2022 prepared by Angela Sanchez, P.E. and recorded October 14, 2022, 2022 in Clerk's File No. 2022010055, Plat Records Gillespie County, Texas. Reference is hereby made to the more recent plat for a more particular description by metes and bounds.

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Lindsey Brown*

Lindsey Brown, County Clerk

Gillespie County Texas

October 20, 2022 11:01:02 AM



FEE: \$154.00    CSTAATS

DCC

**20227232**

37/197-199 DR

✓ Adolph Reeh et ux

Mineral <sup>to</sup> Deed

✓ Buford Chapman.

THE STATE OF TEXAS, )

COUNTY OF Gillespie ) Know all Men by These Presents: THAT We, Adolph Reeh and Wife, Louisa Reeh of Gillespie County, State of Texas, hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars and other good and valuable considerations Dollars (\$10.00) cash in hand paid by Buford Chapman hereinafter called Grantee (whether one or more), the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed, transferred, assigned, set over and delivered, and by these presents do grant, bargain, sell, convey, transfer, assign, set over and deliver unto the said Grantee, the following described property, rights and interests, to-wit: An undivided seven-eighths (7/8ths) interest in and to ALL the oil and gas and oil and gas rights and other minerals and mineral rights in and under and that may be produced from the following described lands, situated in the County of Gillespie and State of Texas, to-wit: 320 acres of land, known and described as Survey No. 148 in Section No. 1 granted and patented to I. L. Hewitt and C. A. Harper as assignees of George Van Ness by Patent No. 393, Vol. 4, dated June 19, 1848. 396 acres of land, more or less, being 289 acres out of Survey 209; 34 acres of land, more or less, out of Survey 991; and 73 acres out of Surveys 991 and 989; said 396 acre tract being fully

described by metes and bounds in deed from Katharina Reeh to Adolph Reeh, dated Jan. 13, 1908, recorded in Vol. 21, pages 637-639 inc. of deed records of Gillespie County, Texas. 337-2/10ths acres, being 82.6 acres of land patented to J. T. McDonald as 78-3/4 acres by Patent No. 236, Vol. 30, dated April 14, 1900, and 274-6/10 acres, the north part of Survey 210, J. F. Spencer, letter patent No. 164 Vol. 21. Said 337.2 acre tract being fully described by metes and bounds in deed from C. E. Korff and wife to Adolph Reeh, dated June 22, 1918, and recorded in Vol. 23, pages 344 and 345 of the Deed Records of Gillespie County, Texas. 63 acres of land, more or less, comprising 33 acres of Survey 989 in the name of John H. Gibson, and 10 acres of land (out of Survey 991 in the name of S. P. R. R. Co., fully described in deed from Katharina Reeh to Adolph Reeh dated November 1st, 1910, recorded in Vol. 21, pages 639 and 640 of the Deed Records of Gillespie County, Texas. All of Survey 903-1/2, originally granted and patented to James Taylor, by Patent No. 29, Vol. 3, dated October 30, 1876, containing 160 acres of land more or less, fully described by metes and bounds in deed from H. P. Meckel to Adolph Reeh, dated Sept. 7, 1907, recorded in Vol. 8 pages 423 to 425 inclusive of the Deed Records of Gillespie County, Texas. All of the above tracts aggregating and containing 1208.2 acres of land, more or less. It is agreed by grantee herein or his assigns that no well for oil or gas shall be drilled within 200 feet of any house, barn or structure on the premises without the written consent of grantor. Grantee agrees to pay for damages caused to growing crops by any operations on the premises. Any violation of the above terms and condition shall operate to cancel this deed. Grantee agrees to pay grantor \$3.00 for each assignment of this deed in excess of three (3) that may be placed of record. Together with the right to the Grantee his, heirs, executors, administrators and assigns, of ingress and egress and the right at all times to enter upon, explore, develop, operate and occupy said lands for the production of oil, gas and other minerals or either of them, and for the storing, handling, transporting and marketing of the same, and all other rights and privileges necessary and incident to or convenient for the economical operation of said land for the production of said minerals, and with the right of removing at any time any and all property and improvements placed or erected on the premises by the Grantee or his assigns, including the right to pull and remove casing. Grantor further agrees that Grantee his, heirs, executors, administrators and assigns shall have the right at any time to redeem for Grantor or their heirs, executors, administrators and assigns by payment, any deed of trust, taxes, judgments or other liens on the above described land in the event of default of payment by Grantor and be subrogated to the rights of the holder or holders thereof. TO HAVE AND TO HOLD the above described property, rights, interests and privileges, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee herein -- heirs, executors, administrators and assigns, and we do hereby bind ourselves, our heirs, executors, administrators and assigns to warrant and forever defend all and singular the said property, rights, interests and

privileges unto the said Grantee his, heirs, executors, administrators and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. WITNESS our HANDS this the 30th day of March A.D., 1928, all interlineations and erasures and variance from original printed form made and attached before signing.

WITNESSES:

Adolph Reeh  
Louise Reeh

STATE OF TEXAS,

COUNTY OF Gillespie. Before me, the undersigned authority a Notary Public in and for Gillespie County, Texas, on this day personally appeared Adolph Reeh 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. Given under my hand and seal of office, this the 30th day of March, A.D., 1928.

(Seal)

C.W. Granville  
Notary Public in and for Gillespie County, Texas.

STATE OF TEXAS,

COUNTY OF Gillespie. Before me, the undersigned authority a Notary Public in and for Gillespie County, Texas, on this day personally appeared Louise Reeh wife of Adolph Reeh known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she the said Louise Reeh acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office, on this the 30th day of March, A.D., 1928

(Seal)

C.W. Granville  
Notary Public in and for Gillespie County, Texas.

Filed in my office for record the 12th day of April, A.D. 1928, at 8:15 o'clock P.M. and duly recorded the 23rd day of April, A.D. 1928, at 11:08 o'clock A.M. in Vol. 37 on pages 197-198 and 199.

Albert E. Klett, Clk. Co. Ct. Gillespie County, Texas.

37/480-481 DR

Adolph Reeh and wife

to  
ROYALTY DEED

H.J. McMullen.

The State of Texas, )

COUNTY OF Gillespie ) Know All Men By These Presents: THAT we, Adolph Reeh and wife Louise Reeh of the County of Gillespie, State of Texas, have and by these presents do grant, bargain, sell, convey, set over and assign and deliver unto H.J. McMullen the following to-wit: One-sixteenth interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Gillespie County, Texas, to-wit:

| Abstract no. | Cert. no. | Survey no. | Original Grantee | No. of Acres. |
|--------------|-----------|------------|------------------|---------------|
| 89           | 1/96      | 995        | B.S. & F.        | 34            |
| 269          | 261       | 989        | J.F. Gibson      | 24            |
| 630          | 16/94     | 991        | S.P.R.R. Co.     | 111           |
| 706          |           | 903        | James Taylor     | 160           |
| 796          |           | 209        | T.T.R.R. Co.     | 289           |
| 710          | 173       | 148        | Geo. Van Ness    | 320           |
| 1153         | 484       | 210        | J.F. Spencer     | 275           |
| 1337         |           |            | J.T. McDonald    | 83            |

Aggregating 1299 acres

of land, more or less. The above described land is now under a oil and gas lease held by the Magnolia Petroleum Company. Said undivided one-sixteenth interest hereby conveyed is a royalty interest included in and with the royalty under any lease now on said lands, or any subsequent lease given thereon, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals, and removing the same therefrom. This sale is made for and in consideration of the sum of Ten DOLLARS cash in hand paid the receipt of which is hereby acknowledged. TO HAVE AND TO HOLD, the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto

the said H.J.McMullen, his heirs and assigns forever, and we do hereby bind ourselves, heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said H.J.McMullen, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hands this the 17th day of July 1928

WITNESSES:

Adolph Reeh  
Louise Reeh.

THE STATE OF TEXAS )

COUNTY OF Gillespie ) Before me, the undersigned authority in and for the County of Gillespie and State of Texas, on this day personally appeared Adolph Reeh 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. Given under my hand and seal of office on this the 17th day of July, A.D. 1928.

(Seal)

Balsar Blum  
Notary Public in and for Gillespie County, Texas.

THE STATE OF TEXAS )

COUNTY OF Gillespie ) Before me, the undersigned authority in and for the County of Gillespie and State of Texas, on this day personally appeared Louise Reeh wife of Adolph Reeh known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Louise Reeh acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office on this the 17th day of July, A.D. 1928.

(Seal)

Balsar Blum  
Notary Public in and for Gillespie County, Texas.

Filed in my office for record the 21st day of July, A.D. 1928, at 8:11 o'clock A.M. and duly recorded the 24th day of July, A.D. 1928, at 9:23 o'clock A.M. in Vol. 37 on pages 480 and 481.

Albert E. Klett, Clk. Co. Ct. Gillespie County, Texas.

TELEPHONE LINE RIGHT-OF-WAY EASEMENT  
TELEPHONE LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more)

Herbert + Ella Reeh (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto HILL COUNTRY TELEPHONE COOPERATIVE, INC., a cooperative corporation (hereinafter called the 'Cooperative') and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Hillspie, State of Texas, and more particularly described as follows:

RESTRICTED

A tract of land approximately 500 acres, located

17 miles in a Northwest direction

from the Town of Fredericksburg County of Hillspie

State of Texas, and bounded by land owned by Edmund Reeh

on the North:

Daniel Crenwelge on the East; Hermit Crenwelge

J D Hest on the South; and Hermit Crenwelge

on the West,

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operations and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telephone or electrification purposes.

The undersigned agree that all poles, wires and other facilities, including all telephone equipment, installed on the above-described premises at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 5th day of November, 19 74.

Herbert Reeh  
Herbert Reeh

Ella Reeh  
Ella Reeh

Signed, sealed and delivered in the presence of:

Emil Anderegg  
Emil Anderegg

COPY

NOTE ON BACK

Restore all fences to the original condition.  
 Bury telephone cable from Edmund Beck property into  
 Herbert Beck property east of fence running along Corvity  
 Road on east side, then in a southerly direction and  
 through <sup>field and</sup> two gates east of residence, then in a  
 southeast direction up to boundary fence between  
 Hermit Crenwelge and Herbert Beck, then along  
 fence on north side into Clifford Herman Beck  
 property. Bury tap line to residence.  
 Rocks uprooted in the process of burying  
 telephone cable in field shall be hauled out  
 and within 450 feet of <sup>Herbert Beck</sup> residence shall be hauled  
 to a designated area. Herbert Beck grants  
 permission to bury tap line to Hermit Crenwelge  
 residence when ever he wants a telephone  
 to the west.

The State of Texas

County of KerrEmil Anderogg

whose name is subscribed to and who is the

EMIL RECH

instrument, do hereby certify that the foregoing

is a true and correct copy of the

instrument, as the same appears from the records

of the County of Kerr, State of Texas.

Given under my hand and seal of office this

15th day of November, 1924.

Notary Public in and for

Kerr

Before me, the undersigned authority,

on this day personally appeared

the said Emil Anderogg

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 content therein expressed.

Witness my hand and seal of office this

15th day of November, 1924.

Notary Public in and for

Kerr

Torraine Thomas

Notary Public in and for

Kerr

Exhib. Book



HERBERT REEH, ET UX  
After Recording Return to  
CENTRAL TEXAS ELECTRIC  
COOPERATIVE, INC.  
P. O. Box 553  
Fredericksburg, Texas 78624

TO

CENTRAL TEXAS ELECTRIC  
COOPERATIVE, INC.

LINE NO. 88-011742

EASEMENT NO.

NAME

RIGHT OF WAY EASEMENT  
(Distribution)

THE STATE OF TEXAS )  
COUNTY OF Gillespie )

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Herbert Reeh and Lorie Ella Reeh  
for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL  
TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553,  
FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned,  
situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately (16) miles Northwest  
(Show Direction Above)

from the town of Fredericksburg, Texas; and bounded on  
the north by land owned by:

Herbat Reeh  
on the south by land owned by:

Herbat Reeh  
on the east by land owned by:

Herbat Reeh  
and on the west by land owned by:

Herbat Reeh

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or high-  
way abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and  
shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time  
to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; R.E.A. Spec. RI;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of  
constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least  
possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of  
encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read  
in the plural and that words used in the masculine gender shall be construed to read in the feminine.

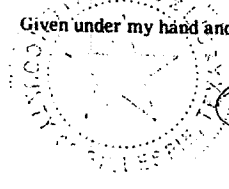
IN WITNESS WHEREOF, the undersigned has set his hand and seal this 14 day of January, 1988  
Sealed and delivered in the presence of:

Date.

Herbat Reeh L.S.  
Lorie Ella Reeh L.S.  
Lorie Ella Reeh

NOL 187 PAGE 903

County of \_\_\_\_\_ )  
Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that  
\_\_\_\_\_ executed the same for the purposes and consideration therein expressed  
Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Texas.

For the joint acknowledgement of man and wife, use:  
The State of Texas, )  
County of Dallas  
Before me, the undersigned authority, on this day personally appeared Herbert Reel and wife,  
Lorine Ella Reel, known to me to be the persons whose names are subscribed to the foregoing instrument,  
and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.  
Given under my hand and seal of office, this 14 day of January, A.D. 1988  
  
Notary Public, Dallas County, Texas. 8-21-91

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent  
executor, or whatever, use:  
The State of Texas, )  
County of \_\_\_\_\_ )  
Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me to be the person whose name is subscribed to the  
foregoing instrument; and acknowledged to me that \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Texas.

WITNESS ACKNOWLEDGEMENT  
The State of Texas, )  
County of \_\_\_\_\_ )  
Before me, the undersigned authority in and for said County and State, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after  
being duly sworn by me, stated on oath that he saw \_\_\_\_\_  
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.  
Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_

HERBERT REEH

TO

RAYMOND WUEST

THE STATE OF TEXAS:

COUNTY OF GILLESPIE:

RIGHT OF WAY DEED

944807

Know all men by these presents, that I, Herbert Reeh, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) to me in hand paid by Raymond Wuest, the receipt whereof is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey, unto the said Raymond Wuest, his heirs and assigns, the free and uninterrupted use, liberty, privilege and easement of passing in and along a certain way across a certain tract of land situated in said county adjoining the premises of said Raymond Wuest, and now occupied by me, being the same tract of land conveyed to me by Louise Reeh, by deed dated on the 29<sup>th</sup> of February, 1964, and recorded in the Deed records of said county in Book 85, page 6, to which reference is here made, said way being 20 feet in breadth and extending from the Reeh road, exactly 20 feet wide, and adjoining the fence line between my property and the property of Edmund Reeh, together with free ingress, egress, regress to and for the said Raymond Wuest, his heirs and assigns, and his and their tenants, by foot, with carts, wagons, carriages, automobiles, and other vehicles, horses, mules or livestock, as by him or them shall be necessary or convenient at all times and seasons forever, in, along, upon and out of said way, in common with me, the said Herbert Reeh, my heirs and assigns, and my and their tenants; to have and to hold all and singular the rights and privileges aforesaid to him, the said Raymond Wuest, his heirs and assigns, to their proper use and behoof, in common with me, the said Herbert Reeh, my heirs and assigns, and my and their tenants.

Witness my hand this 29 day of November, 1974.

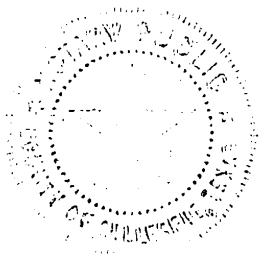
Herbert Reeh

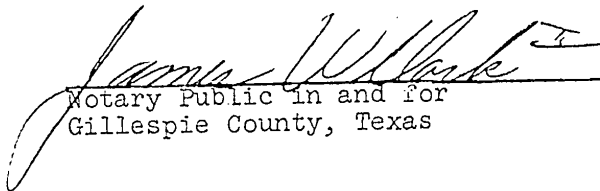
THE STATE OF TEXAS:

COUNTY OF GILLESPIE:

Before me, the undersigned authority, on this day personally appeared Herbert Reeh, 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.

Given under my hand and seal of office on this the 29 day of November, A.D. 1974.



  
Notary Public in and for  
Gillespie County, Texas



5 PGS  
GD

20154925

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### GIFT DEED

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

**THAT ADOLF W. REEH and SANDRA M. REEH**, (hereinafter referred to as "**GRANTOR**", whether one or more), with full intention of conveying the property hereinafter described as a gift, with no reversionary interests whatsoever in favor of **GRANTOR**, have **GIVEN, GRANTED, and CONVEYED**, and by these presents do **GIVE, GRANT and CONVEY** unto **CHRISTOPHER D. REEH**, (hereinafter referred to as "**GRANTEE**", whether one or more), the real property ("Property") described on attached EXHIBIT "A".

There is hereby reserved unto **GRANTOR** and **GRANTOR'S** heirs, successors, and assigns, the following easements:

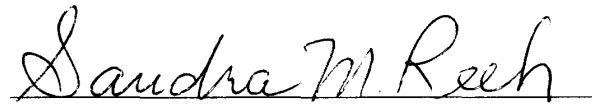
- (1) An easement ten feet (10') in width running along and contiguous to the western boundary of Reeh Road (being near the eastern boundary of the Property where it runs to the center of Reeh Road) for the purpose of laying an underground water line and for maintaining and repairing said water line.
- (2) An easement twenty feet (20') in width running from the terminal point of an electrical utility line that serves the Property in a northwesterly direction to the western boundary of the Property for the purpose of installing, maintaining and repairing an electrical utility line.

**TO HAVE AND TO HOLD** the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging to the Property, subject to the provisions

stated above, to **GRANTEE, GRANTEE'S** heirs, executors, administrators, successors and/or assigns forever.

EXECUTED this the 4<sup>th</sup> day of November, 2015.

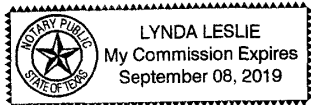
  
ADOLF W. REEH

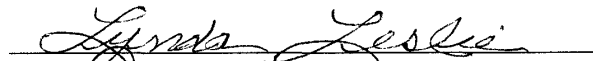
  
SANDRA M. REEH

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 4<sup>th</sup> day of November, 2015, by  
ADOLF W. REEH.

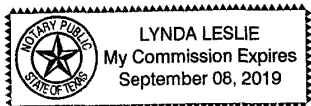


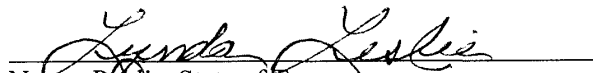
  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 5<sup>th</sup> day of November, 2015, by  
SANDRA M. REEH.



  
Notary Public, State of Texas

Grantee's address:

P. O. Box 63  
Harper, Texas 78331

FILED BY & RETURNED TO:  
Craig Leslie  
Attorney At Law  
829- Main St  
Kerrville, TX 78028

Field notes and accompanying plat of a survey of an 8.05 acre tract of land, more or less, made at the request of Brandi Pate, et al. Said land is situated in Gillespie County, Texas, being parts of the following surveys with the following approximate acreages:

7.43 acres of land, more or less, part of the Beaty, Seale, & Forwood Survey No. 995, Abstract No. 89;

0.62 acre of land, more or less, part of the Tyler Tap R.R. Co. Survey No. 209, Abstract No. 796; and being part of that 121.05 acre tract of land described in conveyance to Herbert Reeh by Louise Reeh, dated February 29, 1964, found of record in Volume 85, pages 6-7 of the Deed Records of Gillespie County, Texas, and being part of that tract of land conveyed to Adolf Reeh by Ella Reeh, dated December 30, 1992, found of record in Volume 241, pages 104-105 of the Deed Records of Gillespie County, Texas.

Said 8.05 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a ½ inch rebar set (all ½ inch rebars set are capped: BONN 4447) within said 121.05 acre Reeh tract, for the N.W. corner of this tract of land, from which a ½" rebar found set at a pine fence corner post for the S.W. corner of that 126.73 acre tract of land described in a conveyance by Partition Deed to Larry Reeh found of record in Instrument No. 20132493 of the Official Public Records of Gillespie County, Texas, and for a northerly reentrant corner of said 121.05 acre Reeh tract bears N. 21 deg. 52 min. 55 sec. W. 787.96 feet;

THENCE over and across said Reeh tract, as follows:

S. 69 deg. 44 min. 10 sec. E. 314.66 feet to a ½ inch rebar set;

S. 48 deg. 24 min. 15 sec. E., at 1019.8 feet passing a ½ inch rebar set in the as fenced West line of Reeh (county) Road, 1053.06 feet in all to a 3/8 inch rebar set in the centerline of Reeh Road, being an East line of said Adolf Reeh tract, for the most easterly N.E. corner of this tract of land;

THENCE with the centerline of Reeh Road, being an East line of said Adolf Reeh tract, S. 6 deg. 03 -min. 50 sec. E. 67.3 feet to a 3/8 inch rebar set, for the S.E. corner of this tract of land;

THENCE over and across said Reeh tract, as follows:

N. 67 deg. 54 min. 55 sec. W., at 25.2 feet passing a ½ inch rebar set in the as fenced West line of Reeh Road, 1282.61 feet in all to a ½ inch rebar set, for the S.W. corner of this tract of land;

N. 14 deg. 06 min. 10 sec. E. 404.97 feet to the PLACE OF BEGINNING.

This conveyance is made and accepted SUBJECT TO all restrictions, reservations, easements, rights-of-way, covenants and conditions, if any, affecting the above described property that are valid, existing and properly of record and/or on the ground.

EXHIBIT "A"



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Mary Lynn Rusche*

Mary Lynn Rusche, County Clerk  
Gillespie County, Texas



November 12, 2015 12:00:21 PM

FEE: \$32.00 CCHEESEMAN 20154925  
GD

3 PGS  
E

20164174

Work Order # 160251



**Central Texas Electric Co-op**  
386 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

## RIGHT OF WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF Gillespie§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

That Christopher D. Rech, hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553; and its successors and assigns, the right to enter upon the lands of Grantor, situated in Gillespie County, Texas, more particularly described as follows:

A \_\_\_\_\_ acre tract of land owned \_\_\_\_\_ recorded in \_\_\_\_\_

Vol. \_\_\_\_\_, Pages \_\_\_\_\_; Property ID: 108867/108868Deed Records of Gillespie County, Texas.

Subdivision / Development, \_\_\_\_\_, Lot/Tract No. \_\_\_\_\_

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service overhead and underground, including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or relocating electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The easement shall be 20 feet wide, one half (1/2) of such distance on either side of the centerline of the easement. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, and his heirs, successors and assigns to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons: \_\_\_\_\_

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified. The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. Grantor shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

Grantor further covenants that Grantor, his heirs, successors and assigns, shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all times and shall not build, construct, or cause to be erected, any building or other structure upon the easement right-of-way that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

SIGNED this 1 day of Feb, 20 16

WITNESS:

GRANTOR(S)

CTEC OFFICE USE ONLY

Property Owner Signature

Christopher D. Rech  
Property Owner Signature

## ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

For the acknowledgement of a person who has signed in a representative capacity:

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of  
\_\_\_\_\_, on behalf of \_\_\_\_\_.

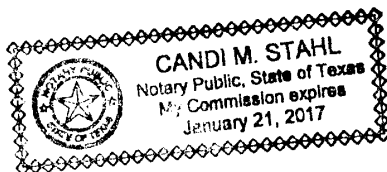
\_\_\_\_\_  
Notary Public, State of Texas

## WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Gillespie§  
§  
§

Before me, the undersigned authority, on this the 01 day of February,  
2016, Donna North appeared before me and after being duly  
sworn by me stated that he saw Christopher D. Reeh, Grantor, subscribe  
this instrument, and that he signed the same as a witness at the request of Grantor.



Candie M. Stahl  
Notary Public, State of Texas

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Mary Lynn Rusche*

Mary Lynn Rusche, County Clerk  
Gillespie County, Texas



August 22, 2016 02:32:56 PM

FEE: \$24.00 CCHEESEMAN 20164174  
E

3 pgs  
E

20227455



**Central Texas Electric Co-op**  
P.O. Box 553 - Fredericksburg, Texas 78624-0553  
A Touchstone Energy® Cooperative

Work Order # 221000

## RIGHT OF WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF

Gillespie

KNOW ALL MEN BY THESE PRESENTS:

That Two Seventy Two Acre LLC, hereinafter called "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, hereinafter called "Cooperative", whose post office address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, the right to enter upon the lands of Grantor, situated in Gillespie County, Texas, more particularly described as follows:

A 260.92 acre tract of land owned by Two Seventy Two Acre LLC recorded in

Vol. \_\_\_\_\_, Pages \_\_\_\_\_; Property ID: 187774

Deed Records of Gillespie County, Texas.

Subdivision / Development, INDIAN HILLS Lot/Tract No. Census # 9502

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service, including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or relocating electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The easement shall be 20 feet wide, one half (1/2) of such distance on either side of the centerline of the easement. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over the herein described land to or from said right-of-way.

The easement, rights and privileges herein granted shall be perpetual, unless abandoned, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, and his heirs, successors and assigns to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons: \_\_\_\_\_

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified. The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. Grantor shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

Grantor further covenants that Grantor, his heirs, successors and assigns, shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all times and shall not build, construct, or cause to be erected, any building or other structure upon the easement right-of-way that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

SIGNED this 27 day of Sept, 2022

WITNESS:

GRANTOR(S):

CTEC OFFICE USE ONLY

Property Owner Signature

Property Owner Signature

(Please PRINT name under signature)

\*\* please sign in front of Notary Public and have notarized where indicated on reverse side \*\*

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§  
§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(owner's name)

\_\_\_\_\_  
Notary Public, State of Texas

For the acknowledgement of multiple signers:

THE STATE OF TEXAS

§  
§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_  
(owner's name) (owner's name)

\_\_\_\_\_  
Notary Public, State of Texas

WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS

§  
§  
§  
§

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ appeared before me, and, after being duly sworn by me, stated that he saw \_\_\_\_\_, Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.

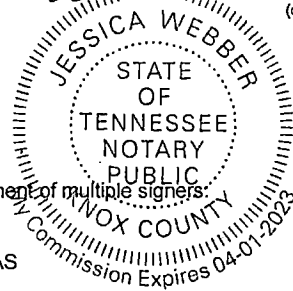
\_\_\_\_\_  
Notary Public, State of Texas

## ACKNOWLEDGEMENT

THE STATE OF ~~TEXAS~~ TN  
COUNTY OF Knox

§  
§  
§

This instrument was acknowledged before me, the undersigned authority, on this the 27 day of September, 2022, by Thomas Schindler  
(owner's name)



Jessica Webber  
Notary Public, State of ~~Texas~~ TN

For the acknowledgement of multiple signers:

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_  
(owner's name) (owner's name)

\_\_\_\_\_  
Notary Public, State of Texas

## WITNESS ACKNOWLEDGEMENT

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§  
§

Before me, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ appeared before me, and, after being duly sworn by me, stated that he saw \_\_\_\_\_, Grantor, subscribe this instrument, and that he signed the same as a witness at the request of Grantor.

\_\_\_\_\_  
Notary Public, State of Texas

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

Lindsey Brown

Lindsey Brown, County Clerk  
Gillespie County Texas  
October 31, 2022 12:02:28 PM

FEE: \$30.00 CSTAATS  
E

20227455

