

**TAHOE RANCH
RESTRICTIONS AND COVENANTS**

44689

The property in the Tahoe Ranch, as recorded in Volume 2, Page 32, Plat Records of Kimble County, Texas, is subject to the covenants hereby made by K BAR RANCH, LTD. ("Declarant"), to-wit:

1. That these covenants are to run with the land and shall be binding on the Tract Owner and all persons claiming under him. The Tract Owner understands that these restrictions and covenants are filed in the Real Property Records of Kimble County, Texas.
2. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. That no structure whether temporary or permanent of any kind (including hunting blinds and/or deer feeders) shall be permitted within 200 feet of any property line.
5. That no noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kimble, if applicable, or any other governmental agency having jurisdiction thereof.
6. Size and Type of Building. Not more than one single family residence shall be placed or constructed on any tract of the land herein contracted or conveyed.

A. Conventional on site construction single family residence:

Each dwelling must be new construction and shall not be less than 1000 square feet of heated and air-conditioned space, exclusive of garages, carports and porches. All plans and specifications are subject to the prior written approval of the Declarant or Ranch Oversight Committee (ROC). All dwellings must be completed within 360 days after laying foundations. A residence may not be lived in or occupied until the residence is 100% complete and has received written approval to occupy the residence by the Declarant or ROC.

B. Move-on housing such as manufactured homes, modular homes and all other Move-on Homes:

1. New Manufactured Dwelling Houses (or houses which are not more than five years old and approved by the Declarant or ROC) of not less than one thousand (1000) square feet are permitted.
2. All manufactured homes must have their towing devices, axles and wheels removed, and must be placed on a slab, blocks or piers and anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.
3. All manufactured homes shall have shingle roofs (or roofs made of other materials approved in writing by the Declarant or ROC) and hardy panel siding, metal siding or vinyl siding.
4. All manufactured homes must be completely enclosed from the ground level to the lower portion of the outside wall within 60 days after placement on the property with dealer

installed skirting such as hardy panel, masonry, plaster, brick, stucco or other fabricated material specifically approved for the purpose of enclosing manufactured homes, as approved in writing prior to installation, by the Declarant or ROC, so as to maintain a neat, harmonious appearance. Lattice and vinyl skirting are not acceptable. Back filling is allowed.

5. Unless back filled, a front deck built of weather resistant wood shall be built within 180 days of the installation of a dwelling. The porch shall be a minimum of 6 feet by 6 feet and shall have railings and banisters at all appropriate places.

7. RV's, travel trailers and tents may not be used as primary residences but only for temporary use. Tents must be dismantled and stored when not in active daily use. All RV's, travel trailers and tents must adhere to setback requirements.

8. That no commercial swine operation shall be permitted.

9. That no tract may be fenced with high fencing unless approved in writing by the Declarant or ROC. There are no restrictions for standard livestock fencing.

10. That no tract may be subdivided unless required by the Texas Veterans Land Board as a condition of purchase.

11. Ranch Oversight Committee. That at such time as Declarant may determine in Declarant's sole discretion, the Declarant shall have the authority but not the obligation to notify each Tract Owner, of the time, date, and a place of a meeting of all Tract Owners to be held for the purpose of organizing a Ranch Oversight Committee. A majority of the votes of the Tract Owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each purchaser, including Declarant, attending or represented by written proxy at such meetings shall have one vote to cast for each tract owned in the Ranch on all business to come before the meeting. The Ranch Oversight Committee shall consist of three (3) members. They shall each serve a term of one (1) year and be elected annually at the meeting of the Tract Owners. In the event that a meeting is not possible the Declarant has the power to select the members of the Ranch Oversight Committee. When the Declarant has sold seventy-five (75%) percent of the tracts in the ranch (or sooner if the Declarant decides in Declarant's sole discretion), the Declarant shall transfer and assign to the association the current balance of the maintenance funds, if any. Thereafter such Committee shall have the power, authority and obligation to maintain the maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such Tract and such Committee is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said Committee such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time. The Ranch Oversight Committee will also have the power to enforce the restrictions and covenants as filed in the Real Property Records of Kimble County, Texas.

12. Maintenance Fees. Tract Owner hereby authorizes Declarant, and/or assigns to charge each purchaser a maintenance fee of \$100.00 (one hundred dollars), per tract, per year, to improve and maintain the entrance, roads, and any other maintenance deemed necessary by the Declarant and/or the ROC in Tahoe Ranch. Such charge shall not be assessed against Declarant and/or Declarant's assigns. Such charge shall be made by direct billing to the Tract Owner. If the Tract Owner refuses to make said payments, then the Tract Owner hereby authorizes Declarant, at Declarant's option, to deduct such charge from payments made by the Tract Owner on a Seller-financed Note, and any such charge so deducted will not be credited to the payment on the balance due on the purchase

price, principal or interest. It is also understood and agreed that this maintenance fee (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting Declarant and/or ROC such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

13. That no deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the Declarant or Declarant's assigns.

14. The rights of the Declarant hereunder are assignable to a third party selected by the Declarant in Declarant's sole discretion.

15. The Declarant, or any Tract Owner, shall have the right to enforce, by any proceeding at law or in equity, these Restrictions. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. These Restrictions shall run with and bind the Property for a term of thirty (30) years from the date these Restrictions are recorded. These Restrictions may be amended during the thirty (30) year period by an instrument signed by the Tract Owners of not less than seventy-five (75%) of the tracts in the Ranch. Any signed amendment will not be effective until it is recorded with the County Clerk of Kimble County, Texas.

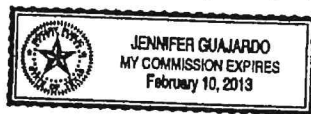
Executed this 12 day of may, 2009

K BAR RANCH, LTD., A TEXAS
LIMITED PARTNERSHIP, ACTING BY
ITS GENERAL PARTNER, SEGUE
GROUP, L.L.C., A TEXAS LIMITED
LIABILITY COMPANY

BY: Michael A. Krause
MICHAEL A. KRAUSE,
MEMBER/MANAGER

STATE OF TEXAS *
*
COUNTY OF Kimble *

This instrument was acknowledged before me on the 12 day of may, 2009, by MICHAEL A. KRAUSE, Member/Manager of SEGUE GROUP, L.L.C., a Texas Limited Liability Company, the General Partner of K BAR RANCH, LTD., a Texas Limited Partnership, on behalf of said Limited Liability Company and Limited Partnership.



Jennifer Guajardo
Notary Public, State of Texas
My Commission Expires: Feb. 10, 2013
Jennifer Guajardo
Notary's Typed/Printed Name

FILED FOR RECORD
05-12-09P01:29 FILE
HAYDEE TORRES
COUNTY CLERK, KIMBLE COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF KIMBLE **44689**
I hereby certify that this instrument was FILED FOR RECORD on the date and at the time entered hereon by me and was duly RECORDED in the Volume and Page of the _____ Records of Kimble County, Texas.

BY: Audrey Sellers
AUDREY SELLERS, DEPUTY
KATHY WHITLOCK, DEPUTY



Haydee Torres
County Clerk, Kimble County, Texas
VOL. _____ PAGE _____
RECORDED _____

**TAHOE RANCH
AMENDED
RESTRICTIONS AND COVENANTS**

The property in the Tahoe Ranch, as recorded in Volume 2, Pages 33-32 of the Plat Records of Kimble County, Texas, is subject to the restrictions and covenants hereby made by K BAR RANCH, LTD. ("Declarant"). Declarant has signed executory contracts with DAVID M. WHITLEY and SHARON WHITLEY, and ROBERT CARAWAY, for the sale and purchase of tracts of land within the Tahoe Ranch, and by their signatures to those amendment they are consenting and agreement to all of the restrictions, covenants, terms and conditions hereof.

This Amended Restrictions And Covenants amends the Restrictions And Covenants of the Tahoe Ranch recorded in Volume 29, Page 283 of the Official Public Records of Kimble County, Texas.

1. That these covenants are to run with the land and shall be binding on the Tract Owner and all persons claiming under him. The Tract Owner understands that these restrictions and covenants are filed in the Real Property Records of Kimble County, Texas.
2. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. That no structure whether temporary or permanent of any kind (including hunting blinds and/or deer feeders) shall be permitted within 200 feet of any property line. No mobile homes or manufactured homes shall be allowed.
5. That no noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kimble, if applicable, or any other governmental agency having jurisdiction thereof.
6. That not more than one single family residence shall be permitted on any tract. No communal residences shall be permitted. Conventional on site construction single family residence must be new construction and shall not be less than 900 square feet of heated and air-conditioned space, exclusive of garages, carports and porches. All plans and specifications are subject to the prior written approval of the Declarant or Ranch Oversight Committee (ROC). All dwellings must be completed within 360 days after laying foundations. A residence may not be lived in or occupied until the residence is 100% complete and has received written approval to occupy the residence by the Declarant or ROC.
7. RV's, travel trailers and tents may not be used as primary residences but only for temporary use. Tents must be dismantled and stored when not in active daily use. All RV's, travel trailers and tents must adhere to setback requirements.
8. That no commercial swine operation shall be permitted.
9. That no tract may be fenced with high fencing unless approved in writing by the Declarant or ROC. There are no restrictions for standard livestock fencing.

10. That no tract may be subdivided unless required by the Texas Veterans Land Board as a condition of purchase.

11. Ranch Oversight Committee. That at such time as Declarant may determine in Declarant's sole discretion, the Declarant shall have the authority but not the obligation to notify each Tract Owner, of the time, date, and a place of a meeting of all Tract Owners to be held for the purpose of organizing a Ranch Oversight Committee. A majority of the votes of the Tract Owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each purchaser, including Declarant, attending or represented by written proxy at such meetings shall have one vote to cast for each tract owned in the Ranch on all business to come before the meeting. The Ranch Oversight Committee shall consist of three (3) members. They shall each serve a term of one (1) year and be elected annually at the meeting of the Tract Owners. In the event that a meeting is not possible the Declarant has the power to select the members of the Ranch Oversight Committee. When the Declarant has sold seventy-five (75%) percent of the tracts in the ranch (or sooner if the Declarant decides in Declarant's sole discretion), the Declarant shall transfer and assign to the association the current balance of the maintenance funds, if any. Thereafter such Committee shall have the power, authority and obligation to maintain the maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such Tract and such Committee is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said Committee such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time. The Ranch Oversight Committee will also have the power to enforce the restrictions and covenants as filed in the Real Property Records of Kimble County, Texas.

12. Maintenance Fees. Tract Owner hereby authorizes Declarant, and/or assigns to charge each purchaser a maintenance fee of \$100.00 (one hundred dollars), per tract, per year, to improve and maintain the entrance, roads, and any other maintenance deemed necessary by the Declarant and/or the ROC in Tahoe Ranch. Such charge shall not be assessed against Declarant and/or Declarant's assigns. Such charge shall be made by direct billing to the Tract Owner. If the Tract Owner refuses to make said payments, then the Tract Owner hereby authorizes Declarant, at Declarant's option, to deduct such charge from payments made by the Tract Owner on a Seller-financed Note, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is also understood and agreed that this maintenance fee (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting Declarant and/or ROC such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

13. That no deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the Declarant or Declarant's assigns.

14. The rights of the Declarant hereunder are assignable to a third party selected by the Declarant in Declarant's sole discretion.

15. The Declarant, or any Tract Owner, shall have the right to enforce, by any proceeding at law or in equity, these Restrictions. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. These Restrictions shall run with and bind the Property for a term of thirty (30) years from May 12, 2009. These Restrictions may be amended during the thirty (30) year period by an instrument signed by the Tract Owners of not less than seventy-five (75%) of the tracts in the Ranch. Any

signed amendment will not be effective until it is recorded with the County Clerk of Kimble County, Texas.

Executed this 26th day of MARCH, 2010.

K BAR RANCH, LTD., A TEXAS
LIMITED PARTNERSHIP, ACTING BY
ITS GENERAL PARTNER, SEGUE
GROUP, L.L.C., A TEXAS LIMITED
LIABILITY COMPANY

BY: 
MICHAEL A. KRAUSE,
MEMBER/MANAGER

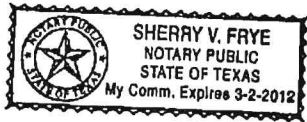

DAVID M. WHITLEY

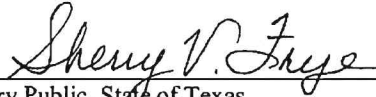

SHARON WHITLEY


ROBERT CARAWAY

STATE OF TEXAS *
*
COUNTY OF KERR *

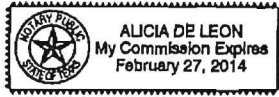
This instrument was acknowledged before me on the 26 day of March, 2010, by MICHAEL A. KRAUSE, Member/Manager of SEGUE GROUP, L.L.C., a Texas Limited Liability Company, the General Partner of K BAR RANCH, LTD., a Texas Limited Partnership, on behalf of said Limited Liability Company and Limited Partnership.




Notary Public, State of Texas
Notary's Typed/Printed Name:
Sherry V. Frye
My Commission Expires: 3-2-2012

STATE OF TEXAS *
*
COUNTY OF BOYD *

This instrument was acknowledged before me on the 12 day of March, 2010,
by DAVID M. WHITLEY and SHARON WHITLEY.



Alicia de Leon
Notary Public, State of Texas
Notary's Typed/Printed Name: Alicia de Leon
My Commission Expires: 27 Feb 2014

STATE OF TEXAS *
*
COUNTY OF KERR *

This instrument was acknowledged before me on the 26 day of March, 2010,
by ROBERT CARAWAY.



Sherry V. Frye
Notary Public, State of Texas
Notary's Typed/Printed Name: Sherry V. Frye
My Commission Expires: 3-2-2012

FILED FOR RECORD

04-05-10P02:24 FILE

HAYDEE TORRES

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

BY Audrey Sellers
AUDREY SELLERS, DEPUTY
KATHY WHITLOCK, DEPUTY



STATE OF TEXAS
COUNTY OF KIMBLE

45680

I hereby certify that this instrument was FILED FOR
RECORD on the date and at the time entered hereon
by me and was duly RECORDED in the Volume and
Page of the _____
Records of Kimble County, Texas.

Haydee Torres
County Clerk, Kimble County, Texas

VOL. _____ PAGE _____

RECORDED _____

STATE OF TEXAS *
COUNTY OF KIMBLE * KNOW ALL MEN BY THESE PRESENTS:
*

THAT, K BAR RANCH, LTD., a Texas Limited Partnership (hereinafter "K BAR RANCH"), filed a Declaration Of Covenants, Conditions And Restrictions for Tahoe Ranch, which document is filed of record in Volume 29, Page 283, and amended in Volume 35, Page 758, of the Official Public Records of Kimble County, Texas (hereinafter "Restrictions"), which instrument is herein incorporated by reference for all purposes; and,

WHEREAS, Paragraph 13 of the Restrictions vested authority in K BAR RANCH to grant variances of the Restrictions in certain circumstances;

WHEREAS, Paragraph 4 of the Restrictions requires that, in part, no mobile homes or manufactured homes shall be allowed; and,

WHEREAS, MONTE SCHUMANN and KARLA SCHUMANN are the current buyers of Tract 1 (One), of Tahoe Ranch Subdivision, have requested a variance to allow a double wide, modular, manufactured type home under the following conditions: 1) the home is not to be in sight of Tahoe Road and must conform to existing setbacks, and 2) the home must be a newer-type modern home, in good pleasing condition, (if not new); and,

WHEREAS, K BAR RANCH, pursuant to the Restrictions, has the authority to grant a variance, and finds that the granting of this variance is consistent with the general pattern of development of the subdivision.

NOW, THEREFORE, in consideration of the aforementioned premises and other good and valuable consideration, the receipt of which is hereby acknowledged, K BAR RANCH hereby grants a variance of the aforementioned Restrictions to MONTE SCHUMANN and KARLA SCHUMANN, their heirs and assigns, to allow a double wide, modular, manufactured type home under the following conditions: 1) the home is not to be in sight of Tahoe Road and must conform to existing setbacks, and 2) the home must be a newer-type modern home, in good

pleasing condition, (if not new).

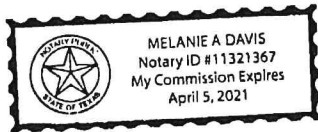
EXECUTED this 4th day of June, 2013.

K BAR RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY ITS GENERAL PARTNER, SEGUE GROUP, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

BY: Caroline Kensing
CAROLINE KENSING, VICE PRESIDENT OF SEGUE GROUP, L.L.C.

STATE OF TEXAS *
*
COUNTY OF KERR *

This instrument was acknowledged before me on the 18 day of July, 2013, by CAROLINE KENSING, Vice President of SEGUE GROUP L.L.C., a Texas Limited Liability Company, the General Partner of K BAR RANCH, LTD., a Texas Limited Partnership, on behalf of said Limited Liability Company and Limited Partnership.



Melanie A. Davis
Notary Public, State of Texas
My Commission Expires: _____

Notary's Typed/Printed Name: _____

AFTER RECORDING RETURN TO:
K Bar Ranch, Ltd.
1001 Water Street, Suite B-200
Kerrville, Texas 78029

PREPARED IN THE LAW OFFICE OF:
Robert J. Parmley
222 Sidney Baker South, Ste. 615
Kerrville, Texas 78028

FILED FOR RECORD
07-31-17A11:01 FILE
HAYDEE TORRES
COUNTY CLERK, KIMBLE COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF KIMBLE
53023
I hereby certify that this instrument was FILED FOR RECORD on the date and at the time entered hereon by me and was duly RECORDED in the Volume and Page of the _____
Records of Kimble County, Texas.

BY Kathy Whitlock
AUDREY SELLERS, DEPUTY
KATHY WHITLOCK, DEPUTY



Haydee Torres
County Clerk, Kimble County, Texas

VOL. _____ PAGE _____
RECORDED _____