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VOL 0200 PAGE 063

FILED this 5<sup>th</sup> day of Oct 19 98  
4:52 P.M.

TOWHEAD VALLEY ESTATES  
PROPERTY OWNERS ASSOCIATION  
AND  
RESTRICTIVE COVENANTS

DOROTHY UECKER  
COUNTY CLERK, BLANCO COUNTY, TEXAS  
By Karen Hamilton Deputy

We, the undersigned, are the present owners of 408.22 acres of land described on Exhibit A, (herein called "the lands") attached hereto and incorporated by reference. To protect and enhance the value of these lands in the future, we hereby:

- (1) Create the Towhead Valley Estates Property Owners' Association, herein called "POA" as defined by article 202.001(2), Vernon's Texas Property Code Annotated;
- (2) Declare the following restrictive covenants shall henceforth apply to the real property described on Exhibit A.

**I. TOWHEAD VALLEY ESTATES PROPERTY OWNERS' ASSOCIATION:**

- A. The POA shall exist from October 1, 1998 until October 1, 2008, and thereafter as it may be extended pursuant to law;
- B. The members of the POA consist of all record owners of fee simple title in and to any of the lands. All grantees in any one deed shall constitute only one member.
- C. The governing body of the POA shall consist of three persons elected by a majority of the members at the annual meeting held on the first Monday in October of each year at the Johnson City Bank Building, Johnson City, Texas, or such other place in Blanco County, Texas, as the then governing body shall designate;
- D. The governing body is authorized:
  1. To enforce all restrictive covenants applicable to the lands;
  2. To collect annual dues (herein called "dues") of \$150 from each member for the maintenance of the roadways and other general benefit of the lands. Such dues shall be

payable on October 1, 1999, and the first of October of each year thereafter;

3. To assess a fee (herein called an "assessment") of no more than \$150 per member per year for exceptional expenditures for the direct benefit of the lands;

4. To impose a lien upon the lands owned by any member who fails or refuses to pay the annual dues or assessments. Such lien shall be superior to all but vendors' liens and purchase money liens arising prior in time to the filing of this lien. Each person who becomes a member agrees to pay all dues and assessments and grant such liens for improvements as are herein set-out. Such liens shall be enforced in accordance with the provisions of Section 51.002, Vernon's Texas Property Code Annotated.

5. To collect all reasonable and necessary attorneys fees in any suit brought to enforce the restrictive covenants or lien for improvements, dues and assessments.

6. To adopt by-laws for the general conduct of its business, including the election of a presiding and recording officer, the keeping of appropriate books and records of finances and operation.

7. To take such other action as in its judgment is necessary to protect and enhance the value of the lands.

## **II. RESTRICTIVE COVENANTS**

These restrictions are covenants running with the land and shall be binding upon Grantors, Declarants and their successors, grantees and assigns:

(1) These restrictions shall apply for an initial period of ten (10) years beginning October 1, 1998 and shall automatically renew for consecutive periods of ten (10) years. Upon a vote of at least three-fourths (3/4ths) of the then existing members such restrictions may be amended, revised, extended or abolished. However, no revision or restriction shall restrain a prior

permissible land use so as to render such existing use impermissible.

(2) Subdividing of the land is permissible but shall result in lot or tract sizes of no less than twenty-five acres, with each tract having an adjoining 40 foot wide easement or access road to the public roads.

(3) No commercial use is permitted on the land. However, owners or residents shall be allowed to work out of their homes and maintain home-based businesses as long as the primary use of the property is for a residence, vacation residence, or weekend residence.

(4) Houses or residences may be rented on a long or short term basis. However, no bed and breakfast-type operation is permitted.

(5) Agricultural and livestock use of the land is permitted, except no use as a feedlot or commercial hog, swine or poultry operation is allowed. Fencing shall be appropriate to contain the livestock housed on the land.

(6) No more than one (1) animal unit of domestic livestock (horses, cattle, goats, etc.) per five acres and one (1) unit of fowl (chickens, turkeys, ducks, geese, etc) per acre shall be allowed to be housed on the land.

(7) No manufactured home, single-wide mobile homes, double-wide mobile home or house trailer is permitted.

(8) All homes shall contain a minimum 1200 square feet of living area exclusive of porches, decks, garages and carports, and be completed within twelve (12) months of starting construction. A mobile home or travel trailer may be placed on the property at the beginning of construction of a permanent residence and must be removed immediately at the earlier of one year or completion of the permanent residence.

(9) No geodesic dome-type homes or in-ground dwellings are allowed.

(10) No residences, garages, outbuildings, barns, hunting blinds, well-house, satellite dish, antennae or structure of any kind shall occur within 100 feet a property line.

(11) All sewage and wastewater associated with any residence shall be contained and distributed via a septic or other wastewater disposal system approved by Blanco County.

(12) No antennas shall be higher than 20 feet above the ridge line of the residence or building to which they are connected or which they serve.

(13) No abandoned motor vehicles, tractors, trailers or other equipment are allowed.

(14) No trash dumps are allowed.

(15) Any roads which are for the common use of all tracts shall be maintained to a reasonable level of use and safety and such cost of maintenance shall be borne by the POA or by the county, provided the roads are dedicated as roads and rights of way to the county and the county accepts the maintenance of the roads.

This declaration and dedication is executed this 1st day of October 1998, to be effective from and after October 1, 1998.

MARY LOU HUDLER

*Mary Lou Hudler*  
STEPHEN K. GARDNER  
*Stephen K. Gardner*

CYPRESS VALLEY RANCH, LTD

By *Robert Q. Keith*  
Robert Q. Keith, General Partner

STATE OF TEXAS           §

COUNTY OF BLANCO       §

This instrument was acknowledged before me on the 1st day of October, 1998, by Robert Q. Keith, General Partner of Cypress Valley Ranch, Ltd., a Texas Limited Partnership, on behalf of said partnership; by Mary Lou Hudler and Stephen K. Gardner.



My commission expires: \_\_\_\_\_

*Kathleen M. Jacoby*  
Notary Public in and for the State of Texas

\_\_\_\_\_  
(Printed name of Notary)

## **TOWHEAD VALLEY RANCHES BASIC RESTRICTIONS**

- 1) NO SUBDIVISION OF LOTS
- 2) NO COMMERCIAL FEEDLOT OPERATIONS
- 3) 100' BUILDING SETBACKS ON ALL SIDES
- 4) NO JUNK CARS OR TRASH PILES, NO DUMPING
- 5) 1200 SQ. FT MINIMUM FOR HOUSES, EXCLUDING PORCHES, CARPORTS AND GARAGES.
- 6) NO MANUFACTURED HOMES
- 7) NO TRAVEL TRAILERS OR RV'S ON SITE FOR LONGER THAN 2 WEEKS
- 8) TRAVEL TRAILERS OK FOR 1 YEAR DURING CONSTRUCTION OF PRINCIPAL RESIDENCE.
- 9) NO COMMERCIAL ACTIVITY, NO SIGNS
- 10) \$150 ANNUAL DUES FOR ROAD MAINTENANCE
- 11) NO TEMPORARY BUILDINGS
- 12) NO MINING OR DRILLING (EXCEPT H2O)
- 13) EASEMENT ROAD MAY NOT BE OBSTRUCTED BY FENCING OR GATES.

## **DIRECTIONS TO TOWHEAD VALLEY RANCHES**

- 1) GO 1.9 MILES WEST OF JOHNSON CITY ON HWY 290
- 2) TURN RIGHT ON CR 210/211 NORTH
- 3) AFTER .25 MILES, TAKE CR 210 NORTH
- 4) GO A TOTAL OF 1.5 MILES, CROSSING 2 CATTLEGUARDS AND ONE CREEK. AT SECOND CATTLEGUARD, TURN RIGHT ON EASEMENT ROAD. (ALTHAUS RANCH ROAD)
- 5) GO .5 MILES TO [REDACTED] ENTRANCE TO TOWHEAD VALLEY RANCHES). PLEASE KEEP GATES OPEN.

# Towhead Valley Estates

Volume 117  
Page 559

89.03 Acres  
Vol. 106 Pg. 765

Volume 115  
Page 1037

363.6 Acres  
Vol. 71 Pg. 64

LINE	DIRECTION	BEARING
1	N 89° 30' 00" E	1458.22'
2	S 80° 00' 00" E	1458.22'
3	N 89° 30' 00" E	1458.22'
4	S 80° 00' 00" E	1458.22'
5	N 89° 30' 00" E	1458.22'
6	S 80° 00' 00" E	1458.22'
7	N 89° 30' 00" E	1458.22'
8	S 80° 00' 00" E	1458.22'
9	N 89° 30' 00" E	1458.22'
10	S 80° 00' 00" E	1458.22'
11	N 89° 30' 00" E	1458.22'
12	S 80° 00' 00" E	1458.22'
13	N 89° 30' 00" E	1458.22'
14	S 80° 00' 00" E	1458.22'
15	N 89° 30' 00" E	1458.22'
16	S 80° 00' 00" E	1458.22'
17	N 89° 30' 00" E	1458.22'
18	S 80° 00' 00" E	1458.22'
19	N 89° 30' 00" E	1458.22'
20	S 80° 00' 00" E	1458.22'

Abstract No. 165  
Survey No. 340  
W. M. Johnson

1" = 400'  
( ) dead/record  
a.e. overhead electric  
tel. telephone

## EASEMENT NOTE:

- An 80 foot wide utility exists along/40 feet on either side of the road easement described in Volume 94, Page 33 of seq. of the Blanco County Deed Records. This 80 foot wide utility easement extends from the most southwesterly point of the said road easement to the point of intersection of said road easement with the south line of Tract 4 shown hereon.
- A 40 foot wide utility easement exists along/on the west side of the centerline of the road easement described in Volume 94, Page 33 of seq. of the Blanco County Deed Records. The east line of this utility easement is contiguous to the centerline of the said road easement. This utility easement extends from the south line of Tract 4 shown hereon to the northwest corner of Tract 11 shown hereon.

The perimeter of this subdivision is fenced except as noted.  
Legal descriptions were prepared for the tracts shown hereon.

This plat was prepared from an original ground survey performed under my direction and supervision.

Dale Allen Sultemeier  
Registered Professional Land Surveyor  
No. 4542 - State of Texas



10-84-8

SULTEMEIER SURVEYING

304 East Main Street, Suite 100, Austin, Texas 78701

