



Whiskey Canyon Wahrmond

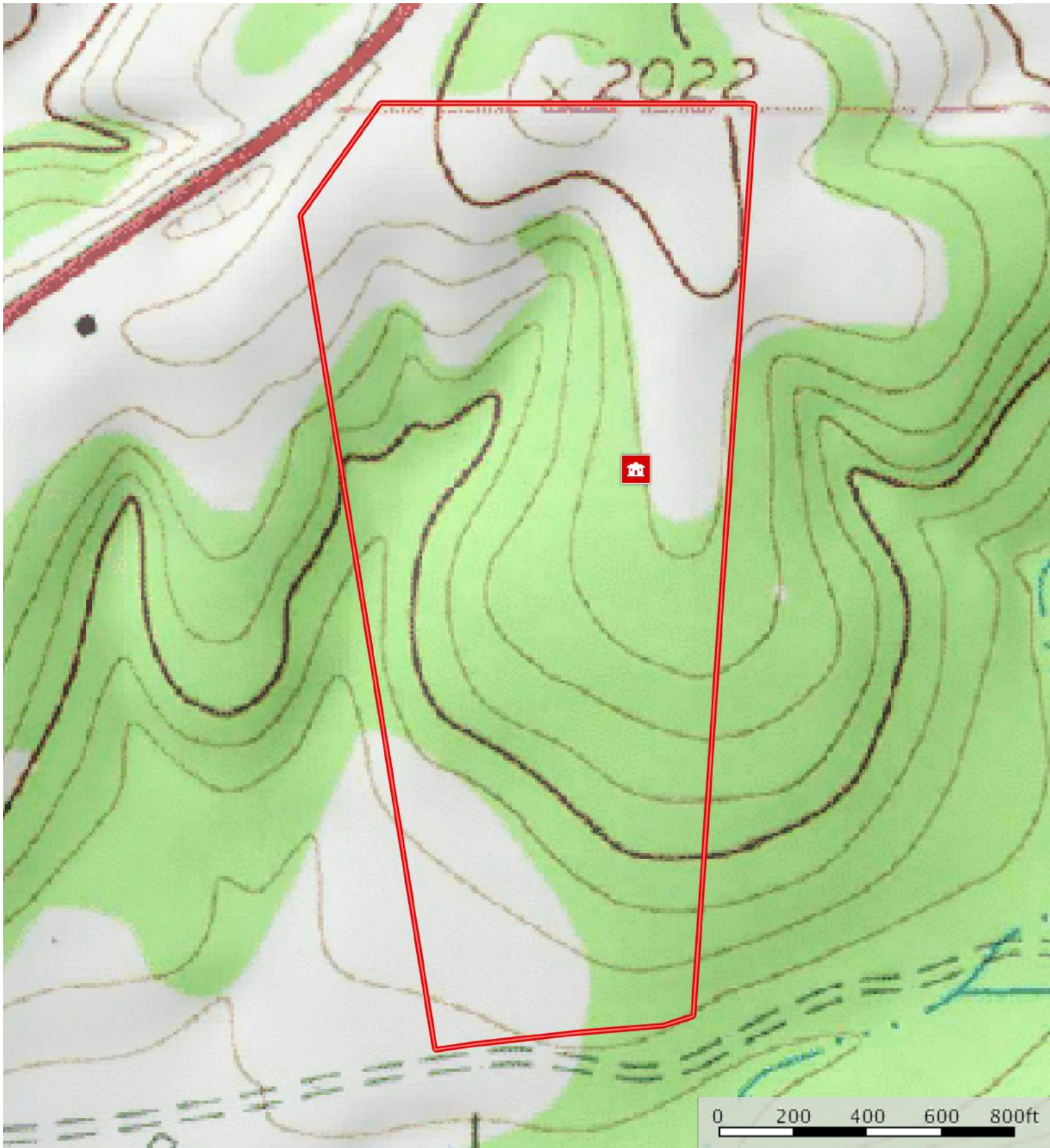
Kerr County, Texas, 40 AC +/-



 Main House  Boundary

Whiskey Canyon Wahrmund

Kerr County, Texas, 40 AC +/-



 Main House  Boundary



Whiskey Canyon Ranch

40 Acres - Kerr County

This beautiful Hill Country show place sits atop a large hill offering views all the way to downtown Kerrville! It is conveniently located in gated, Whiskey Canyon Ranch. A private ranch community just north of Kerrville. This property has so much to offer, from the large custom home, to the RV barn, guest apartment, a lot of privacy, and so much more. This turn-key property is ready for you to make it your own, and is just a short 5 min drive to Kerrville, 20 minutes to Fredericksburg, and less than an hour from San Antonio.

House:

4,326+/- sq ft 4 bedroom 3 bathrooms 1 half bath

- "Smart House" i.e. Lighting, HVAC, Security, Entertainment
- Large rock fireplace
- 17 foot vaulted ceiling in the living room. High ceilings throughout
- Numerous large windows
- Built in entertainment center and bookshelves
- Arched wood ceiling in dining room
- Large walk-in closets in the bedrooms
- Separate office
- Standing seam roof
- Large porches with fireplace
- Central vacuum system
- Large utility room with utility sink, linen closet, utility closet, and coat closet
- Master bath with claw foot tub, large walk-in shower, and dual vanities.

Kitchen:

- Subzero built-in refrigerator and freezer
- Granite counters

- 6'x4' island
- Ice maker
- Prep sink
- Dual Thermador ovens
- Large Farm sink
- Thermador five burner gas stove

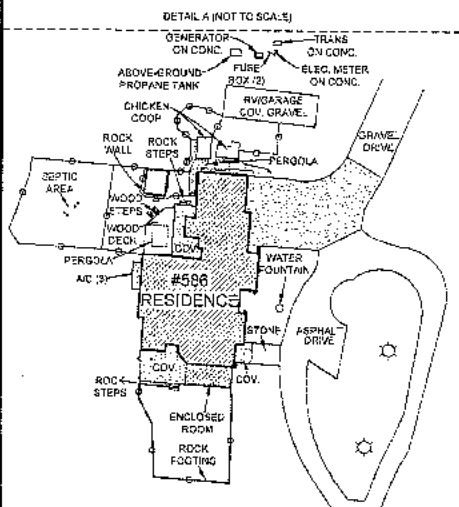
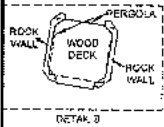
Other Improvement:

- 14'x55' RV Barn with large roll up door
- Well
- 5,000 gal water storage
- 4 car garage
- Rock green house
- Chicken coop
- Gas generator
- Gazebo sitting on the point of the hill
- Beautifully landscaped

NOTES:

1. PROPERTY OWNER(S) AND/OR BUILDER(S) SHALL REVIEW MUNICIPALITY, NEIGHBORHOOD AND RECORD RESTRICTIONS AND SETBACK LINE REQUIREMENTS AND SHALL OBTAIN PERMITS/APPROVALS PRIOR TO ANY CONSTRUCTION.
2. BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE (NAD 83) (CORES).
3. ONLY VISIBLE IMPROVEMENTS SHOWN HEREON. CALL 811 FOR UTILITY LOCATES PRIOR TO ANY DIGGING.
4. THE SUBJECT LOT HAS ACCESS TO STATE HIGHWAY NO. 16 VIA THE 20' PRIVATE ROAD EASEMENT AS RECORDED IN SUD VOL. 125, P. 35, AND MODIFIED IN VOL. 1045, P. 817 AND VOL. 1047, P. 297, REAL PROPERTY RECORDS, KERR COUNTY, TEXAS.

DOCUMENT #15-06964
OFFICIAL PUBLIC RECORDS
KERR COUNTY, TEXAS



SUBJECT TO THE FOLLOWING RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS ACCORDING TO SCHEDULE B OF TITLE COMMITMENT ISSUED BY KERRVILLE TITLE COMPANY ISSUED JULY 11, 2018, S.F. NO. 2712481.

VOL. 5	PAGE 229	PLAT	RECORDS
VOL. 9	PAGE 169	PLAT	RECORDS
VOL. 725	PAGE 141	REAL PROPERTY	RECORDS
VOL. 741	PAGE 248	REAL PROPERTY	RECORDS
VOL. 772	PAGE 717	REAL PROPERTY	RECORDS
VOL. 841	PAGE 579	REAL PROPERTY	RECORDS
VOL. 1042	PAGE 786	REAL PROPERTY	RECORDS
VOL. 1307	PAGE 148	REAL PROPERTY	RECORDS
VOL. 772	PAGE 722	REAL PROPERTY	RECORDS
VOL. 725	PAGE 59	REAL PROPERTY	RECORDS
VOL. 1042	PAGE 817	REAL PROPERTY	RECORDS
VOL. 1047	PAGE 297	REAL PROPERTY	RECORDS
VOL. 725	PAGE 58	REAL PROPERTY	RECORDS
VOL. 778	PAGE 75	REAL PROPERTY	RECORDS
VOL. 12	PAGE 253	REAL PROPERTY	RECORDS
VOL. 1240	PAGE 514	REAL PROPERTY	RECORDS
VOL. 1230	PAGE 333	REAL PROPERTY	RECORDS

SURVEY OF: LOT TEN (10), OF WHISKEY RIDGE RANCHES, A SUBDIVISION OF KERR COUNTY, TEXAS, RECORDED IN VOLUME 6, PAGE 229, PLAT RECORDS OF KERR COUNTY, TEXAS; BEING A REPLAT OF LOTS 10, 11, 12 AND 13 OF WHISKEY RIDGE RANCHES AS RECORDED IN VOLUME 6, PAGE 169, PLAT RECORDS OF KERR COUNTY, TEXAS.

ADDRESS: 566 WHISKEY CANYON RANCH ROAD, KERRVILLE, TX

JOB NO.: 1587-061

DEVELOPER TO: POT OF A&A GOLD INVESTMENTS, L.L.C. ROYALTY INVESTMENTS OF THE HILL COUNTRY, L.L.C. GUADALUPE BANK AND KERRVILLE TITLE COMPANY

RECORD INFORMATION

NEPT 1/16" = 1' (65.00')

AS MEASURED IN FIELD

S33°29'20"W

181.24'

Legend:

CONCRETE	SMOOTH WIRE HIGH FENCE	UTILITY POLE	LIGHT POLE
1/2" HIGH ROD FOUND (UNLESS OTHERWISE NOTED)	SMOOTH WIRE FENCE		
	O.H.U. OVERHEAD UTILITY		

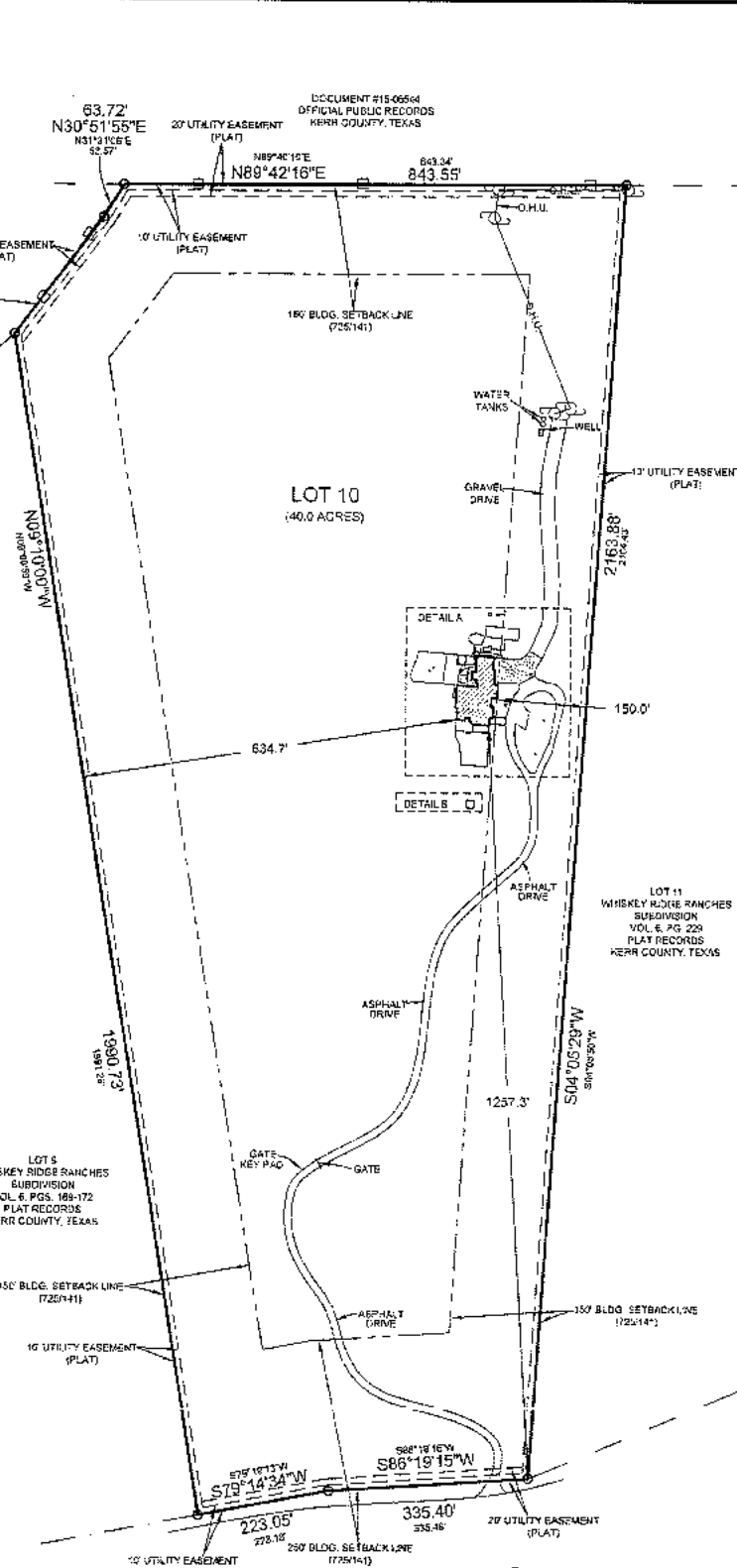
MACINA • BOSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

1025 GARDNER, KERRVILLE, TEXAS 75402
PHONE: 767-271-5412 FAX: 767-271-5413 WWW.MACINABOSE.COM
FED. REGISTRATION NUMBER: 12182-2 (1984) 12.11.14.12.15.16.17.18.19.20

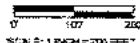
JOEL CHRISTIAN JOHNSON, R.P.L.S.
DATE: JULY 16, 2018

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE SURVEY PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY HEREON DESCRIBED ACCORDING TO MEASUREMENTS MADE ON THE GROUND, AND THAT THIS SURVEY ACCURATELY DEPICTS THE SUBSTANTIAL VISIBLE IMPROVEMENTS TO SAID PROPERTY. IT IS UNDERSTOOD THAT A FLOOD CERTIFICATION IS BEING MADE BY A COMPANY SPECIALIZING IN THE PROCEDURE OF PROVIDING FLOOD CERTIFICATIONS AND THIS SURVEY MAKES NO REFERENCE TO FLOOD INFORMATION.

JOEL CHRISTIAN JOHNSON, R.P.L.S.
DATE: JULY 16, 2018



WHISKEY CANYON RANCH ROAD
60' PRIVATE ROAD EASEMENT (772522), (723036), (1542817), (18672287)



Concerning the Property at _____

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> automatic	manual areas covered: <u>Fenced yard + landscaping</u>
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TAR-1407)	

Water supply provided by: ___ city well ___ MUD ___ co-op ___ unknown ___ other: _____

Was the Property built before 1978? ___ yes no ___ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Standing seam - metal Age: 14 years (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ___ yes no ___ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ___ yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement <u>N/A</u>		
Ceilings		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls		<input checked="" type="checkbox"/>

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)		<input checked="" type="checkbox"/>
Interior Walls		<input checked="" type="checkbox"/>
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems		<input checked="" type="checkbox"/>
Roof		<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks <u>N/A</u>		
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<input checked="" type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>
Located in 100-year Floodplain (If yes, attach TAR-1414)		<input checked="" type="checkbox"/>
Located in Floodway (If yes, attach TAR-1414)		<input checked="" type="checkbox"/>
Present Flood Ins. Coverage (If yes, attach TAR-1414)		<input checked="" type="checkbox"/>
Previous Flooding into the Structures		<input checked="" type="checkbox"/>
Previous Flooding onto the Property		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>

Condition	Y	N
Previous Foundation Repairs		<input checked="" type="checkbox"/>
Previous Roof Repairs	<input checked="" type="checkbox"/>	
Previous Other Structural Repairs		<input checked="" type="checkbox"/>
Radon Gas		<input checked="" type="checkbox"/>
Settling		<input checked="" type="checkbox"/>
Soil Movement		<input checked="" type="checkbox"/>
Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Underground Storage Tanks		<input checked="" type="checkbox"/>
Unplatted Easements		<input checked="" type="checkbox"/>
Unrecorded Easements		<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Water Penetration		<input checked="" type="checkbox"/>
Wetlands on Property		<input checked="" type="checkbox"/>
Wood Rot		<input checked="" type="checkbox"/>
Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Fires		<input checked="" type="checkbox"/>

Concerning the Property at _____

Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): For the previous seller disclosure the roof was repaired in recent years from hail storm damage. Additionally, some ~~leaks~~ new leaks were discovered recently and repaired.

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ and are: mandatory voluntary

Any unpaid fees or assessment for the Property? yes (\$ _____) no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? yes no If yes, describe: _____

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

Concerning the Property at _____

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Section 6. Seller ___ has ___ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes ___ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
6/19/18	Residential Property Insp	Conon. W. Jones	40

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Wildlife Management
- Other: _____
- Senior Citizen
- Agricultural
- Disabled
- Disabled Veteran
- Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? ___ yes no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ___ yes no If yes, explain: _____

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ___ unknown ___ no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller _____ Date 12-7-18 _____ Signature of Seller _____ Date _____

Printed Name: David W. Thomas _____ Printed Name: _____

(TAR-1406) 02-01-18 Initialed by: Buyer: _____ and Seller: _____

Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TAR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>Central Texas Electric Cooperative</u>	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: <u>N/A</u>	phone #: _____
Trash: <u>Paul Trash Services</u>	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: <u>Windstream</u>	phone #: _____
Propane: <u>Chaparral Propane</u>	phone #: _____
Internet: _____	phone #: _____

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc., 2004

CONCERNING THE PROPERTY AT

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: Septic Tank Aerobic Treatment Unknown

- (2) Type of Distribution System: _____ Unknown
- (3) Approximate Location of Drain Field or Distribution System: Down the hill Unknown
from the back porch
- (4) Installer: _____ Unknown
- (5) Approximate Age: 14 years Unknown

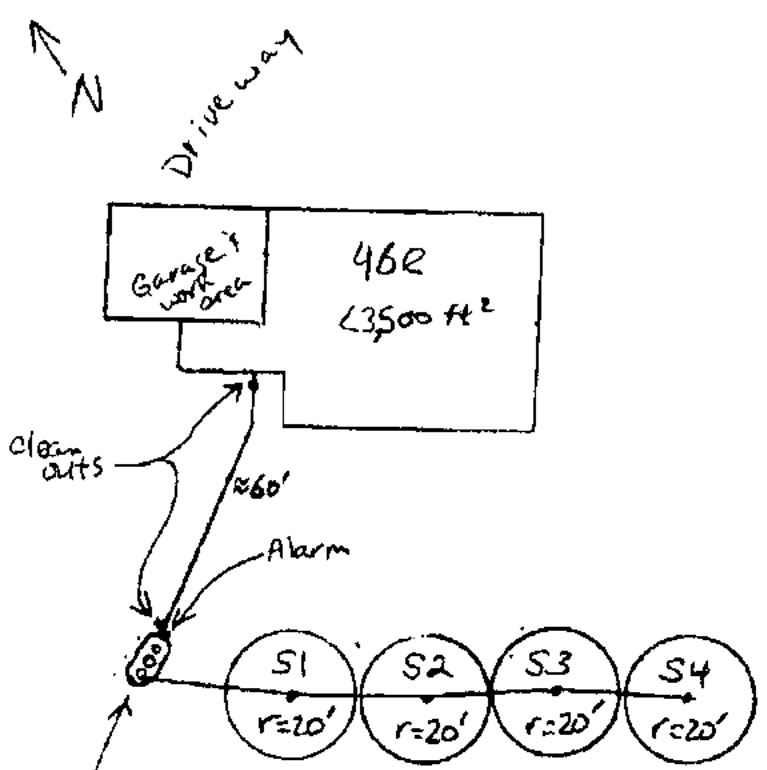
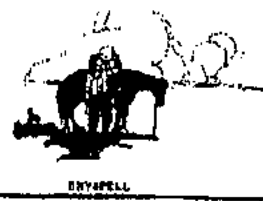
B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? Yes No
 If yes, name of maintenance contractor: _____
 Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? 2016
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? Yes No
 If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? Yes No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
 planning materials permit for original installation final inspection when OSSF was installed
 maintenance contract manufacturer information warranty information _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**

Owner: William & Sue Coats
Location: Lot 10, Whiskey Canyon Rd.
Kerrville, TX 78028



- Avoid trees as much as possible
- Trim or remove trees as required.

- Hoot Model 500 A "All-in-one"
- trash tank
- 500 gal Class 2 aerator
- tablet chlorinator
- pump tank
- alarm

6/1/02
RS 971
OS 7232
12-3-02



Note: This is not a survey.
1MM = 2 ft

Davis's Copy

10068

VOL 0725 PAGE 141

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WHISKEY CANYON RANCHES

This Declaration of Covenants, Conditions and Restrictions is made on December 20, 1993, by John Comegys ("Declarant"), whose mailing address is 3125 Lower Turtle Creek, Kerrville, Texas.

Recitals

1. Declarant is the owner of all that certain real property (the "Property") located in Kerr County, Texas, consisting of two (2) tracts of land, one being 423.12 acres, more or less, and the other being 543.48 acres, more or less, out of the former Bruno Schulz land in Kerr County, Texas, as more fully described by metes and bounds in Exhibits A and B, which exhibits are attached hereto and incorporated herein by reference for all purposes.

2. Declarant has devised a general plan of development for the entire Property which provides a common scheme of development designed to protect and preserve the character and natural beauty of the Property over a long period of time.

3. This general plan will benefit the Property in general and the parcels or tracts which constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrine of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions.

ARTICLE 1

Definitions

1. "Declarant" shall mean John Comegys, or an agent designated in writing by John Comegys to act on his behalf as Declarant.

2. "Parcel" or "Tract" shall mean a portion of the Property consisting of not less than twenty-five (25) acres.

5. If the Architectural Control Committee fails either to approve or reject an application for proposed work within sixty (60) days after submission, then Architectural Control Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE 3

Exterior Maintenance

If any Owner of any Tract or Parcel fails to maintain the Tract or Parcel in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Tract or Parcel in order to repair, maintain, and restore the Tract or Parcel, including landscaping, and the exterior of any building and other improvements located on the Tract or Parcel, all at the expense of the Owner.

ARTICLE 4

Use Restrictions and Architectural Standards

1. All Tracts or Parcels shall be used primarily for single-family residential purposes.
2. No professional, business or commercial activity to which the general public is invited shall be conducted on any Tract or Parcel.
3. No building shall be erected on any Tract other than a single-family dwelling, a guest home, a detached garage and such appurtenant structures as may be approved from time to time by the Architectural Control Committee. All buildings and other structures shall be of new construction; modular, ready-built or mobile homes shall be prohibited.
4. No guest home or other structure designed to be used as a residential structure shall be constructed prior to the construction of the main residential dwelling.
5. The main residential dwelling constructed on any Tract must have a ground floor area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior building design shall be ranch and all exterior colors, textures, and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Tracts and the over-all appearance of the Property.

tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

15. The raising or keeping of swine or hogs on the Property is prohibited. Cattle, sheep, goats or other livestock or their offspring may be kept on the Property in accordance with such reasonable rules and regulations as may be promulgated from time to time by the Architectural Control Committee. Owner may not keep more than three (3) horses for each twenty-five (25) acres owned by Owner. All cattle, sheep, goats, horses or other livestock allowed on the Property under the terms of these Restrictions must be maintained within proper fences, pens, corrals and/or barns, and under such conditions as may be designated and approved by the Architectural Control Committee. Domestic pets may be kept on the Property provided that the same are maintained within an approved enclosure or controlled on a leash or similar restraint.

16. Hunting shall be allowed only on Tracts containing 100 acres or more and shall be restricted to the Owner and members of the Owner's immediately family. Commercial hunting is expressly prohibited throughout the Property. Rifle hunting is restricted to Tracts containing 200 acres or more.

17. Berms, dams or other impoundment structures may be constructed provided the same do not impede the flow of water in creeks or streams on the Property.

ARTICLE 5

Association

Creation

1. The Owners shall constitute the Association. Each Owner of a Tract or Parcel, including Declarant, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Tract or Parcel.

Transfer of Membership

2. Association membership can be transferred to the Owner of a conveyance of a Tract or Parcel in fee. Membership shall not be assigned, pledge, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

3. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board

i. To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations;

j. To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings;

k. To hold regular meetings of the Board at least annually.

ARTICLE 6

General Provisions

Enforcement

1. The Declarant or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in questions or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

3. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Tract or Parcel, and each Tract or Parcel Owner.

Duration and Amendment

4. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be

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FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHISKEY CANYON RANCHES

VOL 0741 PAGE 248

This Amendment is entered into on April __, 1994, by the undersigned who are the owners of all of that certain real property located in Kerr County, Texas, consisting of two (2) tracts of land, one being 423.12 acres, more or less, and the other being 543.48 acres, more or less, out of the former Bruno Schultz land in Kerr County, Texas, as more fully described by metes and bounds in Exhibits "A" and "B", which exhibits are attached hereto, incorporated herein and made a part hereof for all purposes by this reference.

The undersigned as owners of property described in Exhibits "A" and "B", attached hereto, may amend that certain Declaration of Covenants, Conditions, and Restrictions of Whiskey Canyon Ranches, dated December 20, 1993, and recorded in Volume 725, Page 141, Real Property Records, Kerr County, Texas, under and pursuant to the terms and provisions of Article 6, Section 4, which Amendment shall be effective upon recording in the Real Property Records of Kerr County, Texas.

NOW, THEREFORE, the undersigned hereby amend the above-referenced Declaration of Covenants, Conditions and Restrictions as follows:

Article 4, Section 16, shall be amended in its entirety to be and read as follows:

"Hunting shall be allowed only on tracts containing 100 acres or more and shall be restricted to the Owner and members of the Owner's immediate family. Commercial hunting is expressly prohibited throughout the Property."

Except as herein expressly provided the covenants, conditions and restrictions set forth in the above-referenced Declaration shall remain in full force and effect in accordance with its terms.



JOHN COMEGYS



JAMES R. PERLTZ, TRUSTEE

08510

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHISKEY CANYON RANCHES

VOL 0772 PAGE 717

This Amendment is entered into on October 3, 1994, by the undersigned who are the owners of all of that certain real property located in Kerr County, Texas, out of the former Bruno Schultz land in Kerr County, Texas, as more fully described by metes and bounds in Exhibit "A", which exhibit is attached hereto, incorporated herein and made a part hereof for all purposes by this reference.

The undersigned as owners of property described in that certain Declaration of Covenants, Conditions, and Restrictions of Whiskey Canyon Ranches, dated December 20, 1993, and recorded in Volume 725, Page 141, Real Property Records, Kerr County, Texas, may amend such Declaration under and pursuant to the terms and provisions of Article 6, Section 4, which Amendment shall be effective upon recording in the Real Property Records of Kerr County, Texas.

NOW, THEREFORE, the undersigned hereby amend the above-referenced Declaration of Covenants, Conditions and Restrictions as follows:

1. Article 3 shall be amended to provide that the rights and remedies provided in Article 3 may not be exercised unless the Owner of the Tract or Parcel which has not been maintained as provided has been given at least thirty (30) days notice of such failure and the right to cure such failure within such thirty (30) day period.
2. Article 4, Section 6, shall be amended to provide that the set back restriction from the main access road for Tract 7 of the Property shall be 175 feet and not 250 feet.
3. The Property covered by the above-referenced Declaration of Covenants, Conditions and Restrictions shall be the property described in Exhibit "A", attached hereto and made a part hereof for all purposes, and no other property and all property not described in Exhibit "A", attached hereto and made a part hereof for all purposes, is and shall be released from said Covenants, Conditions and Restrictions.

Except as herein expressly provided the covenants, conditions and restrictions set forth in the above-referenced Declaration shall remain in full force and effect in accordance with its terms.

COMEGYS INVESTMENTS, LTD.

BY: [Signature]
JOHN COMEGYS, General
Partner

[Signature]
JAMES R. PERLITZ, TRUSTEE

[Signature]
JOSEPH BOYD NEUHOFF

[Signature]
BARRY W. CROW

[Signature]
SHERRY M. CROW

100
500
100

**AMENDMENT III TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF WHISKEY CANYON RANCHES**

WHEREAS:

1. On or about December 20, 1993, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHISKEY CANYON RANCHES ("Restrictions") was filed for Whiskey Canyon Ranches. The Restrictions affected 966.6 acres of land in Kerr County, Texas and was recorded in Volume 725, Page 141, Real Property Records of Kerr County, Texas.
2. On or about February 14, 1994, a plat was filed for WHISKEY RIDGE RANCHES. The plat is recorded in Volume 6, Page 169, Plat Records, Kerr County, Texas. The property platted as WHISKEY RIDGE RANCHES was 738.43 acres out of the 966.6 acre tract described in the Restrictions.
3. On or about June 28, 1994, a plat was filed for SECTION TWO OF WHISKEY RIDGE RANCHES. The plat is recorded in Volume 6, Page 187, Plat Records of Kerr County, Texas. The property platted as SECTION TWO OF WHISKEY RIDGE RANCHES was 121.68 acres out of the 966.6 acre tract described in the Restrictions.
4. On or about April 15, 1994, a FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHISKEY CANYON RANCHES ("Amendment I") was filed of record in Volume 741, Page 248, Real Property Records of Kerr County, Texas.
5. On or about November 9, 1994, an AMENDMENT OF DECLARATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHISKEY CANYON RANCHES ("Amendment II") was filed of record in Volume 772, Page 717, Real Property Records of Kerr County, Texas.
6. The 102.75 acre tract of land described in Exhibit "A", attached hereto was a part of the 966.6 acre tract described in the Restrictions. Exhibit "A", is hereby incorporated herein by reference for all intents and purposes as if copied herein verbatim.
7. The entire 102.75 acre tract is subject to the Restrictions.
8. The 102.75 acre tract was not platted as a part of WHISKEY RIDGE RANCHES or SECTION TWO OF WHISKEY RIDGE RANCHES.
9. The owners of the 102.75 acre tract are selling 102.57 acres out of the 102.75 acre tract which 102.57 acre tract is described in Exhibit "B" attached hereto and incorporated herein by reference for all intents and purposes as if copied herein verbatim.
10. Article 6, Section 4 of the Restrictions provides that the Restrictions can be amended by

2. No professional, business or commercial activity to which the general public is invited shall be conducted on the 102.57 acre tract; except as permitted under subparagraph 1 above; except that golf course purposes and golf related commercial activities shall be permitted; and except that one access road to adjoining land shall be permitted if located on and along the western boundary of the 102.57 acre tract, which boundary is along the Garden of Memories Cemetery.

3. No building shall be erected on the 102.57 acre tract other than the single family buildings and structures permitted under subparagraph 1 and subparagraph 2. All buildings and structures shall be of new construction; modular, ready-built or mobile homes shall be prohibited.

4. No temporary or other structure designed to be used as a guest home shall be constructed prior to the construction of the residential buildings and structures permitted under subparagraph 1.

5. Each permitted structure and building shall not be subject to any size or exterior design restriction or limitation.

6. No building or structure shall be built closer to the perimeter property line of the 102.57 acre tract which adjoins Whiskey Ridge Ranches (referenced above) than one hundred fifty feet (150').

7. The 102.57 acre tract shall not be subject to any restriction or limitation as to subdividing.

8. No noxious or offensive activity shall be conducted on the 102.57 acre tract that may be or may become an annoyance or nuisance to owners of property within said Whiskey Ridge Ranches.

9. and 10. The provisions of subparagraphs 9 and 10 of Article 4 shall not apply to the 102.57 acre tract.

11. No oil well drilling, development or refining and no mineral quarrying or mining operations of any kind shall be permitted on the 102.57 acre tract.

12. The 102.57 acre tract shall not be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash or garbage. Leaves, brush or other debris may be burned in conjunction with development of the property, under proper supervision and in accordance with the rules and regulations of all applicable governmental authority. After development, leaves, brush, and other debris may be burned only in proper containers.

13. No individual sewage-disposal system shall be permitted on the 102.57 acre tract unless the system is designed, located and constructed in accordance with the

**AMENDMENT TO ARTICLE 4 OF DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS OF WHISKEY CANYON RANCHES**

10266

Article 4a:


No single guest or group of guests may occupy a guesthouse for more than ninety (90) consecutive days except for extenuating circumstances. Extenuating circumstances are limited to 1) an immediate family member (parent, child, or grandparent) and his or her minor dependent children, who has a serious health problem requiring the care and supervision of a homeowner; 2) a health care giver for a property owner if said homeowner has a serious health problem requiring the daily care of a health care giver; or 3) such other special or extraordinary circumstance or hardship which must be presented and pre-approved by the homeowners association by a vote of the owners of more than 75% of the acreage within the property.

A guesthouse is defined as a separate house for visitors or guests.

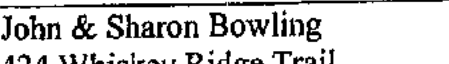
Leasing or renting a guesthouse shall not be permitted.

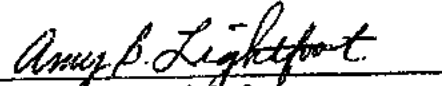
This amendment shall become effective on the date it is recorded in the Real Property records of Kerr County, Texas.

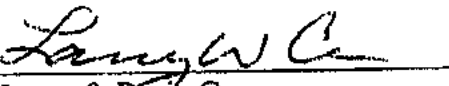
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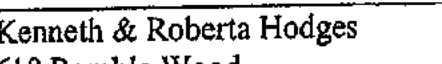

Steve & Nelwyn Clack
165 Whiskey Canyon
Kerrville, TX 78028


Wayne & Christina Graefen
Grace River Ranch
228 Whiskey Ridge Trail
Kerrville, TX 78028


John & Sharon Bowling
424 Whiskey Ridge Trail
Kerrville, TX 78028


Ron & Amy Lightfoot
588 Whiskey Ridge Trail
Kerrville, TX 78028


Larry & Dixie Corn
691 Whiskey Canyon
Kerrville, TX 78028


Kenneth & Roberta Hodges
618 Ramble Wood
Houston, TX 77079

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Whiskey Ridge Ranches

Kerr County, Texas, Volume: 6, Page: 171

