



70 2014 14016927

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

Instrument Number: 2014-14016927

As

Recorded On: June 17, 2014

OPR RECORDINGS

Parties: SKYLINE RANCH ESTATES SUBDIVISION

To

Billable Pages: 12

Number of Pages: 13

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	70.00
Total Recording:	70.00

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

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

File Information:

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Record and Return To:

SKYLINE RANCH PROPERTY OWNERS ASSOCIATIO
ORIGINAL TO CUSTOMER
SAN MARCOS TX 78666



State of Texas |
County of Hays

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

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

AMENDED (May 2014)
COVENANTS AND RESTRICTIONS
OF
SKYLINE RANCH ESTATES SUBDIVISION
(Replacing and Superceding Covenants and
Restrictions in Volume 499, Pages 221-229)

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS §

SKYLINE RANCH, INC., Trustee, as Owner and Developer, (hereinafter referred to as "Developer") has heretofore adopted and impressed certain restrictions and covenants upon the following described property, which has been designated as a separate and distinct divisional unit:

All that certain land known as SKYLINE RANCH ESTATES, a subdivision in Hays County, Texas, and all lots, tracts and parcels of land therein, and/or comprising a part thereof, as shown by plat thereof recorded in Vol. 3, Pages 222-227, of the Map and Plat Records of Hays County, Texas.

Said restrictive covenants are contained in an instrument captioned "Covenants and Restrictions of Skyline Ranch Estates Subdivision" filed for record on February 11, 1985, and recorded in Volume 499, pages 221-229 of the Real Property Records of Hays County, Texas (hereinafter referred to as the "original restrictions").

This instrument is executed by Developer and by all other persons who, since the filing of said restrictive covenants on February 11, 1985, have acquired and now own an interest in the above-described real property, for the purpose of modifying, amending, superceding and replacing said original restrictions, and upon the execution and recording of these covenants and restrictions with the County Clerk of Hays County, Texas, they shall be in full force and effect and said original restrictions; shall be entirely replaced and superceded hereby, and shall be of no further force or effect whatsoever.

For the benefit of themselves as owners of the land, and for the use and benefit of all present and future owners of any lot, tract or parcel therein, the following covenants and restrictions are made and adopted to run with said land as hereinafter set out, and shall be binding upon all owners, their heirs and assigns and all parties claiming by, through, or under them.

If any present or future owner or owners of any of the herein described land, or their heirs or assigns, or any other person or persons shall violate or attempt to violate any of the covenants and/or restrictions herein, it shall be lawful for any person or persons owning any of the real property hereinabove described to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate same and either to prevent him or them from so doing, or to recover damages or such other dues for such violation, including reasonable attorney's fees, or to seek any and all such other relief as may be allowed by law.

COVENANTS

1. Single Family Residential Tracts: The property shall be used for single family purposes only. No more than one (1) single family dwelling house may be constructed on any tract. No commercial uses will be allowed, and no business of any kind may be maintained and/or conducted on the property. Long term leases (six months or more) of the main residence are allowed.

2. Dwelling Size: The minimum floor area of a main dwelling unit, exclusive of open porches, terraces, patios, and carport space, shall not be less than 1,200 square feet for all one-story or multi-story dwellings.

3. Dwelling Quality: All main dwelling units hereafter constructed on said property shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof and the exterior walls of all main dwelling

units so constructed on said property, exclusive of open porches, terraces, patios, and carport space, shall be constructed of at least 50% stone, brick, or natural wood. The main dwelling unit so constructed on said property shall not be more than two-story.

4. Buildings Previously Constructed Elsewhere: No building previously constructed elsewhere, either entirely or partly, shall be moved on to any portion of said property, including but not limited to mobile homes, trailer houses, or portable buildings of any kind, for either temporary or permanent use; EXCEPT, HOWEVER, this restriction does not apply to camper trailers, boat trailers, or other such recreational or hobby-type property, so long as such are not inhabited as living quarters.

5. No Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of said property at any time as a residence, either temporarily or permanently. Detached guest quarters may be constructed thereon provided same are built in conjunction with or after the construction of the main dwelling unit to which same is appurtenant and same shall be of generally the same character, quality and design as the main dwelling unit to which same is appurtenant. This restriction does not apply to temporary construction buildings during construction of the main dwelling unit, so long as same are not inhabited as living quarters and are promptly removed after completion of construction.

6. Location of Building: No building shall be located on any tract nearer than fifty (50') feet from any public or private road(s) and/or right-of-way line(s). No building shall be located on any lot nearer than fifty (50') feet to the side lines and/or rear lot lines of any tract.

7. Tract Area: The tracts hereinabove described shall remain intact and single divisional units and no resubdividing of any of the subject tracts shall be allowed.

8. Completion of Construction: The entire exterior of all main dwelling units constructed on said property, together with the driveways, sidewalks, and other exterior appurtenances thereto, must in their entirety, be completed within eighteen (18) months subsequent to the commencement of work thereon, or the delivery of materials for the construction thereof on such property, whichever occurs the earliest.

9. Garbage and Refuse Disposal; Maintenance: No part or portion of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, and/or as an area for the accumulation of scrap or used materials. No part of said property shall be used for any purpose that is obnoxious or an offense to the owner or owners of all or a portion of said property or that could be obnoxious or offensive or that could become an annoyance or nuisance to said owners or the neighborhood. Trash, garbage or other waste shall not be kept except in appropriate sanitary containers. All incinerators or other equipment for the storage of material shall be kept in a clean and sanitary condition, and in accordance with the laws, rules and regulations promulgated by any municipal, county, state and/or federal authority having appropriate jurisdiction for the regulation thereof. In the event any owner shall fail to maintain such owner's tract and improvements thereon in a neat and orderly manner, and in accordance with these restrictions, Developer, and its assigns, shall have the right, but not the obligation, to enter upon such owner's property, and to maintain, clean, repair and/or restore said property at the expense of the owner, and the owner shall pay therefore immediately upon demand.

10. Water and Sewer Systems: Water will not be provided by Skyline Ranch Estates Property Owners Association. The owners of each lot or tract comprising a part of SKYLINE RANCH ESTATES shall pay all rates, fees, assessments and other charges relative to any water supply system providing water service to the subdivision and the use of water therefrom as may be lawfully and properly set and established. All water wells

and related systems and all septic tanks and related systems shall be kept in good and safe condition. All water wells and related systems and all septic tanks and related systems shall be dug, constructed, maintained, and operated in accordance with the laws, rules and regulations, promulgated by any and all applicable municipal, county, state and/or federal authority having appropriate jurisdiction for the regulation thereof. No septic tank shall be located nearer than fifty (50') feet from any roadway or property line.

11. Livestock: No hogs and/or related species of same are to be kept, raised or bred on any portion of said property for either domestic or commercial purposes. No other animals of any species whatsoever may be kept, raised or bred on any portion of said property for commercial purposes, EXCEPT, HOWEVER, that one (1) horse, or one (1) cow may be kept on any tract for each acre contained in the respective tract.

12. Noxious Activities: No noxious, offensive, unlawful or immoral use shall be made of any tract.

13. Minerals: All minerals in, on or under the property covered hereby, not presently owned by other parties under conveyances, or reservations now of record, are hereby reserved unto Developer, its successors and assigns. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, derricks, tanks or tunnels, mineral excavations or shafts be permitted thereon.

14. Fences: Fences may be erected surrounding any tract hereinabove described but all fences shall be subject to the approval of the Architectural Control Committee hereinafter provided for.

15. Hunting: No hunting shall be allowed on any tract which is subject to these restrictions, and no firearms shall be discharged on any tract.

16. Duration and Right to Enforce: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25)

years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part. Developer, and Developer's assigns, expressly reserves the right until ten (10) years from date hereof, to amend these covenants and restrictions, and/or to vary any provision or provisions of these restrictions, as to any one or more, or all, of the tracts covered hereby, should Developer, in its sole judgment, determine that such is (a) in the best interest of the subdivision, and/or (b) is necessary to prevent undue hardship and is not materially detrimental to the subdivision. Any such amendment and/or variance by Developer shall be specifically stated in the Deed conveying the tract upon which the restrictions have changed, or be made by other instrument signed by developer or its assigns and recorded with the County Clerk of Hays County, Texas.

17. Grant of Road and Utility Easements: The undersigned does hereby create, impress, grant and/or reserve upon the herein described property all of those certain easements for roads for purposes of ingress and egress to the herein described property, and all those certain easements for providing utility services to the herein described property, which are shown on the plat of SKYLINE RANCH ESTATES recorded in Vol. 3, pages 223-227 of the Map and Plat Records of Hays County, Texas, which plat is incorporated herein for all purposes as though set out verbatim. Said road and utility easements and all rights incident thereto shall be for the benefit of all owners of any lot or tract out of SKYLINE RANCH ESTATES, as shown by said plat thereof, their guests and invitees, and are further hereby dedicated for the use of the public generally. Developer reserves and shall have the right to grant any and all such additional easements upon and across

any tract or tracts of land comprising a part of the subdivision, and in such location, as Developer may in its reasonable discretion, deem necessary or required to provide utility service to any tract, provided that such does not unreasonably interfere with or materially and adversely affect existing or contemplated improvements. At such time as (1) Hays County, Texas agrees to accept the dedication of all of said roads which provide ingress and egress to the herein described property, as shown on the above-referenced plat of SKYLINE RANCH ESTATES, and to accept responsibility for the maintenance thereof; and (2) the members of Skyline Ranch Property Owners Association, Inc., in accordance with the voting requirements and provisions of the association's By-laws, affirmatively vote to dedicate said roads to Hays County, Texas and the public generally, the then acting, duly elected and qualified president of Skyline Ranch Property Owners Association, Inc., is hereby and shall be fully authorized and empowered to execute any and all such instruments as may be necessary or required to fully effectuate such dedication, and each owner of a lot, tract or parcel of land comprising a part of SKYLINE RANCH ESTATES is hereby deemed, by acceptance of such owner's deed for such lot, whether or not it shall be so expressed in such deed to: (1) irrevocably designate and appoint such president of Skyline Ranch Property Owners Association, Inc., as his true and lawful attorney in fact, for the limited and special purpose of executing any and all instruments as may be necessary or required to effectuate such dedication, and (2) to execute any and all instruments as may be necessary or required to effectuate such dedication.

18. Membership in Skyline Ranch Property Owners Association, Inc.: Each and all owners of any lot, tract and/or parcel of land comprising a part of SKYLINE RANCH SUBDIVISION shall, by virtue of such ownership, automatically become and be a member of Skyline Ranch

Property Owners Association, a Texas non-profit corporation, and each and all of said owners, and each and all lots, tracts and parcels comprising said subdivision shall be subject to all of the terms and provisions of the rules, regulations, by-laws, minutes, and resolutions of said association, as now in effect and/or as may hereafter be lawfully enacted or amended, to the extent that all such incidents and obligations of membership in said association shall hereafter constitute covenants and obligations running with each and every lot, tract and/or parcel of land comprising a part of said subdivision, so that any and all future owners of said land, and said tracts themselves, shall hereafter be bound thereby.

19. Annual Assessments:

(a) Annual Assessments: The Board of Directors of Skyline Ranch Property Owners Association, Inc., shall fix and establish from time to time, at any annual or special meeting of the Board of Directors, an annual assessment against each lot, tract and/or parcel of land in SKYLINE RANCH ESTATES, From the date hereof and until the Board of Directors of said association fixes and establishes the annual assessment for the first time, the annual assessment against each lot, tract or parcel of land described herein shall be in the amount of TEN AND NO/100 (\$10.00) DOLLARS, per acre, or fraction thereof, per year. Developer shall not be liable for any annual assessments on lots, tracts or parcels held for sale by Developer. Owners shall be liable for annual assessments on a prorated basis from the date they purchase their property through the remainder of the assessment year. Annual assessments shall be charged, collected and paid in such manner as the Board of Directors of said association may from time to time determine,

(b) Lien to Secure Assessments: All such assessments, together with interest, costs and reasonable

attorney fees, if any, incurred in the collection thereof shall be a charge on the land and a continuing lien of each lot, tract and/or parcel against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

(c) Developer Not Liable for Assessments: Developer shall not be liable for the payment of annual or other assessments on any lots or tracts held in the name of Developer.

20. Purpose of Annual Assessments: The annual assessment levied by the Board of Directors of Skyline Ranch Property Owners Association, Inc., shall be used exclusively for:

(a) Insurance, neighborhood social events, annual meeting expenses, office supplies and printing, post office box rental, legal fees and website and database maintenance. Incidental and miscellaneous costs, expenses and fees incurred in carrying out the purposes of the corporation, and/or incurred in the day to day management and operation of the corporation.

(b) Such other purposes as may from time to time be determined and established by vote of not less than sixty-seven percent (67%) of the members of said association.

21. Notice of Annual Assessment: Notice of the annual assessments shall be sent to every owner subject thereto. Skyline Ranch Property Owners Association, Inc., shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the corporation setting forth whether the assessment against a specific tract has been paid, and shall have the right to and may cause to be recorded in the office of the County Clerk of Hays County, Texas, a list of assessments which are more than sixty (60) days delinquent.

22. Effect of Non-payment of Assessments: Remedies: Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from

the 31st day after the due date at the rate of ten per cent (10%) per annum, but in no event higher than the highest rate allowed by law (such interest rate shall be reduced if necessary to prevent same from exceeding the highest rate allowed by law). Skyline Ranch Property Owners Association, Inc. (or SKYLINE RANCH, INC., at its sole option and election), may bring an action at law against the owner or owners personally obligated to pay same or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the roadways, easements and/or areas or by abandonment of his lot, tract, or parcel.

23. Creation of Architectural Committee: Skyline Ranch Estates Property Owners Association Board shall appoint a committee to be known as the Skyline Ranch Architectural Committee. Such committee shall consist of three (3) or more persons who shall serve at the pleasure of the Skyline Ranch Estates Property Owners Association Board. Actions of such committee shall be governed by vote of a majority of the members thereof.

24. Construction, Alterations, Additions and Improvements: No owner shall construct or erect or make any structural alteration, or undertake any exterior remodeling or addition to improvements on any lot, tract or parcel which would substantially alter the exterior appearance thereof, until plans and specifications showing the nature, kind, shape, height, materials, colors, locations and plot plan of same have been submitted to and approved in writing by the Architectural Committee as to the harmony of external design and location in relation to surrounding structures and topography. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.


25. Approval of Committee; How Evidenced: Whenever in this article approval of the Architectural Committee is required, such approval shall be in writing. In the event the Architectural Committee fails to approve or disapprove plans and specifications within sixty (60) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

26. Compliance with Ordinances and Codes: All construction, alterations, additions, and improvements shall be in strict compliance with all local, state and federal ordinances and codes applicable to the subdivision.

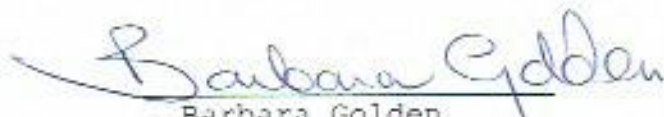
27. Partial Invalidation: Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

EXECUTED this 27th day of May, 2014.

Skyline Ranch, Inc., a Texas Corporation


Jay B. Nichols
President


Jan Harrison
Vice-President


Barbara Golden
Secretary


Maridel Martinez
Treasurer

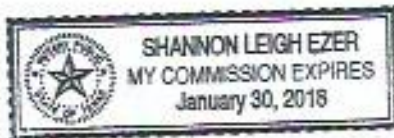
CERTIFICATION

I, the undersigned, being the President of Skyline Ranch Estates Property Owner's Association, hereby certify that the foregoing document was adopted by a vote of 73 of the lots of the Skyline Ranch Estates Property Owner's Association on May 27th, 2014.

By:

Jay Nichols
Jay Nichols

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on the 16th day of June, 2014, to certify which witness my hand and seal of office.



Shannon Ezer
Notary Public - State of Texas