

STATE OF TEXAS

COUNTY OF KERR

22-00991

DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS,  
COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF  
THE GREAT SKY RANCH SUBDIVISION

This Declaration made this the 31<sup>st</sup> day of January 2022, by:

TORTUGA RANCH LLC, a North Carolina Limited Liability Company  
Hereinafter termed, "Declarant"

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the following tracts  
of land (herein the "Property" or "Properties" or the  
"Subdivision"):

TRACT ONE: All that certain tract or parcel of land,  
lying and being situated in the County of Kerr, State of  
Texas, and being 483.236 acres, more or less, out of the W.T.  
Crook Survey No. 62, Abstract No. 112; the W.T. Crook Survey  
No. 63, Abstract No. 116; the G.W. Brazeal Survey No. 392,  
Abstract No. 44; the B.S. & F. Survey No. 3, Abstract No. 66;  
the Casper Real Survey No. 4, Abstract No. 860; the Casper  
Real Survey No. 1589, Abstract No. 942; the H. M. Burney  
Survey No. 2551, Abstract No. 1891; the H.M. Burney Survey  
No. 1764, Abstract No. 880; and the Andrew B. Paris Scrap  
File No. 15629, Abstract No. 2085, and being more particularly  
described by metes and bounds on **Exhibit "A"** attached hereto  
and made a part hereof for all pertinent purposes;

agreements, liens, and charges under a general plan or scheme of improvement for the benefit of all the said lands and future owners of said lands;

NOW, THEREFORE, Declarant declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges, all of which are declared and agreed to be in furtherance of a plan for subdivision improvements and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, all of which shall run with the land, be appurtenant thereto and shall be binding on all parties having acquired any part thereof.

ARTICLE I. DEFINITIONS.

The following terms as used in this Declaration and Supplemental Declaration of Restrictions are defined as follows:

- (a) "Articles" means the Articles of Incorporation of the Association.
- (b) "Association" shall mean or refer to Great Sky Ranch Property Owners' Association, Inc.
- (c) "Board" means the Board of Directors of the Association.
- (d) "Bylaws" means the Bylaws of the Association.
- (e) "Committee" shall mean the Architectural Control

the Association for the common use and enjoyment of the owners. By way of illustration, Common Area may include, but not necessarily be limited to, the following: private streets, signs, street medians, entry gates, landscaping, lighting, entrance signs, walls, ponds, docks, recreational areas, equipment and other similar or appurtenant improvements.

- (o) "Roadway(s)" shall mean the paved and unpaved streets and roads providing ingress, egress and regress to the Lots and are more particularly shown, delineated and described in the Plat of the Subdivision.

#### ARTICLE II. PRINCIPAL USES

This Declaration shall designate the principal uses of lots, which are made subject to this Declaration. If a use other than that set out herein is designated, the provisions relating to permissible uses may be set forth in a Supplemental Declaration. The provisions for single family residential use of a lot are set forth below:

The following are restrictions affecting the above described real property and will be included in the deed of conveyance and shall be deemed covenants running with the land, to-wit:

1. Lots will be limited to Single Family residential use only and no commercial use is permitted unless expressly allowed herein. There shall be no mobile homes installed on the property. Additional structures are allowed on the property such as cabins, barndominiums, short-term rentals, guest houses, detached garages, and storage

enclosing fence approved by the Architectural Control Committee. A perimeter fence erected upon a lot which is burdened by an easement granted to the Lower Colorado River Authority (LCRA) shall include a gate or gates where the easement crosses the perimeter boundary that permits passage by LCRA and is constructed in compliance with LCRA requirements for construction quality and width.

4. Except for placement of entrance and other gates, fences, roadways, wells, well houses, and septic systems, nothing shall be stored, placed or erected on any lot nearer than 25 feet from any side or rear boundary line of such lot that abuts another lot in the subdivision or within 50 feet of a right of way line of a roadway easement abutting a lot.

5. Livestock other than swine are allowed. There shall be no commercial livestock feeding operation conducted on the property.

6. Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any lot. Property owners are to keep their respective lot clean and neat in appearance and free of litter at all times.

7. Subdivision of a Lot is not permitted unless (1) Developer approves in writing, (2) the subdivided lots exceed five acres for each subdivided lot, and (3) the

by wildlife management use. Owners appoint the Association as their agent to file the application and Owners shall cooperate in the implementation of the wildlife management plan and shall perform wildlife management practices necessary to qualify wildlife management land for 1-d-1 appraisal.

11. Shooting ranges or persistent discharge of guns is prohibited.

12. Without express written approval by Declarant, no sign advertising that a lot is for sale shall be erected or displayed on a lot. This prohibition shall be released when Declarant or its successors or assigns, no longer own a lot in the Subdivision.

13. Notwithstanding the prohibition of commercial use in paragraph (1) above, and as exceptions thereto, (i) a Lot may be used for raising livestock, poultry or other animals, except swine, (ii) a Lot may be used for raising agricultural crops, including hayfields, vineyards,, fruit trees, pecan groves, permanent grass (hay meadows or grazing pastures), and lavender fields, (iii) a Home Business Activity may be conducted on a Lot, and (iv) a short term rental may be operated on a Lot. For purpose of these restrictions, the term "short term rental" shall mean a lodging service within rooms of the principal

regulations of any governmental authority.

19. Open Burning. No open burning of trash, garbage, wood, leaves, paper or any other substance is permitted, except only for burning of trees and brush incidental to the clearing of land.

20. Incinerators. Incinerators are prohibited.

21. No Manufactured Homes, Etc. No manufactured homes, modular home, mobile home or trailer house shall be placed, erected or permitted to remain on the Property, nor shall any structure of a temporary character be placed or allowed to be left on the Property except for temporary construction offices or construction office trailers. Manufactured homes, modular homes, mobile homes, trailer houses, irrespective of whether or not the axles and/or wheels have been removed from same, and irrespective of whether or not such manufactured home, modular home, mobile home or trailer house has been permanently attached to the land, or set upon a concrete foundation or any other kind of foundation, are specifically prohibited.

**Private Roads Disclosure**

Tortuga Ranch LLC is the developer of that tract or parcel of land located in Kerr County, Texas, and known as Great Sky Ranch Subdivision, a platted subdivision.

Developer or Developer's assigns shall dedicate various

and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Reservation of Utility Easements. Declarant reserves unto Declarant and any public or private providers of utility services to the Subdivision, and their respective successor and/or assigns, perpetual easements (the "Utility Easements") for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within, (i) all Roadways, (ii) twenty-five (25) feet along and outside of all boundaries of the Roadways, (iii) ten (10) feet of the rear, front and side boundary lines of all Lots, and (iv) twenty (20) feet along the entire perimeter boundary of the Subdivision; with the authority to place, construct, operate, maintain, relocate and replace utility lines, systems and equipment thereon. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement areas within each Lot and all Improvements within it shall be maintained by the Owner of the Lot, except as otherwise provided in this Declaration and except for those Improvements for which an authority or utility provider is responsible. Utility providers shall have all of the rights

and (ii) to execute and deliver any and all instruments and documents in connection therewith, including, without limitation, any and all instruments and documents that may be required by any provider of such utilities.

Section 4. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television line, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant and the Association's Board of Directors.

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Common Areas for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer,



any vegetation (including, without limitation, shrubbery, trees, lawns or flowers) or other Improvements situated within such easement area, as a result of any activity relating to the construction, maintenance, operation, or repair of any utility lines or facilities in any such easement area. A provider of utility services shall not be liable to any Owner for any damage to any vegetation (including, without limitation, shrubbery, trees, lawns or flowers) or other Improvements situated within such easement area, as a result of any activity relating to the construction, maintenance, operation, or repair of any utility lines or facilities in any such easement area, except to the extent liability or obligation to repair any such damage arises out of this Declaration, or any State, County, or Municipal statutes, ordinances, rules or regulations, or the custom and practice of such utility provider. Prior to the construction of any utilities on a developed lot ("developed lot" shall mean any Lot which has a Single Family Dwelling constructed thereon), Declarant and the Association reserves the right to require that the utility provider pay the cost of repairing and restoring the easement area to the same condition as it was prior to construction.

Section 8. Access Easements. Declarant hereby reserves for itself and its successors and assigns, and the Association

construct water retention berms (the "Water Retention Berms") to be situated within the Drainage Easements. Declarant shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including, but not limited to the free right of entry onto all Lots for the purpose of construction and installation of any drainage channel, culverts and Water Retention Berms, and the right to cut and trim all trees, undergrowth and other obstructions that may interfere with the construction or installation of any drainage channels, culverts and Water Retention Berms. No owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee;

(3) construct, erect or install a fence or other structure of any type or nature within or upon drainage easements which will impede the natural flow of water over said easement.

Association and/or Declarant, and such Association and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this provision shall in no way affect any other recorded easement in the Subdivision.

ARTICLE IV.

DEDICATION OF ROADWAY/RESERVATION OF RIGHTS

Section 1. Dedication of Roadways. Declarant will construct the streets and roads over the roadways which provide ingress, egress and regress to the Properties (the "Roadway or Roadways"). Declarant hereby dedicates the Roadways for the common use of all Owners, and does hereby grant to all such Owners, their heirs, successors and assigns, and their agents, licensees, guests, tenants, invitees and permittees, the free nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the Roadways, together with free ingress, egress and regress, over and across the same, at all times and seasons forever, in, along, upon and out of said way (the "Roadway Easement"). The right to use and enjoy the Roadway Easement shall exist in favor of and shall inure to the benefit of the Owners, and each of them, and each of their respective heirs, successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees in common with each other,

Section 3. Reservation of Right to Construct Improvements. Until Turnover, Declarant and/or the Association shall have the exclusive right to construct Improvements in the Common Areas. From and after Turnover, the Association, and the Association's successors and assigns, shall have the exclusive right to construct Improvements in the Common Areas and to adopt and enforce rules and regulations controlling the rights of Owners to the use and enjoyment of the Common Areas.

Section 4. Limitation of Use of Roadways. The Roadways shall not be used by an Owner to provide access to or regress from any real property abutting the Subdivision. The roadway easements are appurtenant to the Lots within the subdivision and the use of the roadway easement to provide access to any real property not a part of the Subdivision is prohibited. The prohibition shall not apply to Addition of Land, Article V, when exercised by Declarant.

Section 5. Maintenance of Common Areas. The Association shall have the exclusive right to repair, replace and maintain the Common Areas, including, without limitation, the Roadways.

Section 6. Maintenance of Perimeter Fences. The Association shall have the right, but not the obligation, to maintain and repair all fences along the perimeter boundaries

any party or person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the Property (the "added Property"). Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions, obligations and roadway easements set forth herein shall apply to and inure to the benefit of the added land, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of Declarant's overall development plans for the added property. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Kerr County, Texas, a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

(a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records wherein this Declaration is recorded;

(b) A statement that the provisions of this Declaration shall apply to the added land;

of the Association upon the execution, delivery, and recordation of a deed of conveyance of title to any lot or lots at the office of the Clerk of Kerr County, Texas.

Each owner of a lot subject to these covenants and restrictions shall maintain one (1) membership per lot with the exception of lot owners that own multiple lots will only receive a membership for each lot they are paying assessments. (See Assessments Section Two). All lot owners shall abide by the Bylaws of the Association as may be amended from time to time and further agree to pay to the Association an annual maintenance charge as hereinafter set forth.

#### Assessments

##### SECTION ONE

#### Purpose for Assessments.

The Developer and its successors in interest, including the Association as herein provided shall, pursuant to these Declarations, have the power to levy assessments as herein provided for the purpose of financing the operations of the Association, acquiring general liability insurance for the Association and its members, errors and omissions insurance for the Board of Directors of the Association and maintaining roads, common areas and other improvements for services within or for the benefit of subdivision lots, including recreational areas, paved and unpaved roadways and/or utility easements of the subdivision in accordance with the

### SECTION THREE

Annual Assessments. No later than December 1 of each calendar year the Developer or the Association, as assignee of any and all rights and responsibilities of Developer, shall establish the annual assessments based upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the lots of the subdivision; (2) the expenditures devoted to the benefit of the subdivision lots during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the county in which the land subject hereto is situate as determined by review of information available to any person, firm, or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; provided that in any event the minimum annual assessment for 2022 on each lot shall be \$1,000.00 Dollars. In the event a lot owner desires to construct a residence on his or her lot there will be a \$500.00 deposit due to the association and will be designated to the road fund. If road damage due to construction occurs the lot owner will be responsible for restoring the road to its original condition. Once a lot owner has constructed a residence on the property, the Road Maintenance Assessment for such improved lot shall be \$100.00 per year.

Notwithstanding anything to the contrary contained in the

responsibility of the owner(s);

- (b) Telephone, gas, sewer, cable television, or electrical utility charges for each lot which expense shall be the sole responsibility of each respective lot owner; and
- (c) Ad valorem taxes for any lot, improvement thereon, or personal property owned by owner of any lot.

#### SECTION FOUR

Special Assessments. In addition to annual assessments, the Developer, or the Association as assignee of the Developer as herein provided, may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay expenses and for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of improvements on any lot or appurtenances thereto; provided, however, that any such special assessment by the Association shall have the assent of two thirds(2/3rds) of the votes represented, in person or proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure(s), written notice of which shall be sent to all lot owners not less than ten (10) days nor more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessments shall be fixed against the specific lot or lots for which expenditure is appropriated. The period of the assessment and manner of payment shall be determined by the Board of Directors



payment period divided by the number of days in the current annual payment period and multiplied by the number of days then remaining in such annual payment period.

The Developer, or the Association as assignee of Developer, shall upon demand at any time, furnish any lot owner liable for any such assessment a certificate in writing setting forth whether the same has been paid. A reasonable charge may be made for the issuance of any certificate. Such certificate shall be conclusive evidence of any payment of any assessment therein stated to have been paid.

#### SECTION SIX

Effect of Non-payment of Assessments, the Personal Obligation of the Owner; the Lien; Remedies of Developer and/or its Assignees, including the Association. If an assessment is not paid on the date when due as hereinabove provided, then such assessment, together with any interest thereon and any cost of collection, including attorney fees as hereinafter provided, shall be a charge and continuing lien on the respective lot to which it relates and shall bind such property in the hands of the owner, his heirs, legal representatives, successors, and assigns for payment thereof. The personal obligation of the then owner to pay such assessment and related costs shall remain his personal obligation and if his successor in title assumes this personal obligation, such prior owner shall nevertheless remain as fully obligated as

By the acceptance by owner of a deed or other conveyance for a lot in the subdivision, vests the Developer or its assigns, including the Association as herein provided, the right and power to institute all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided, shall have the power to bid on any lot at any foreclosure sale and to require, hold, lease, mortgage, and convey any lot purchased in connection therewith.

No owner shall be relieved from liability from any assessment provided for herein by abandonment of his lot or lots.

#### SECTION SEVEN

Subordination of the Charges and Liens to Mortgages Secured by Promissory Notes. The lien and permanent charge for the annual and any special assessment together with interest thereon and any costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on any lot if, but only if, all assessments with respect to any such lot having a due date on or prior to the date of such deed of trust is filed for record have been paid in full. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such lien of mortgage is filed for record prior to the

a deed from the Developer, its successors and/or assigns in interest to an owner making the lot conveyed subject to these Declarations.

## ARTICLE VIII.

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Development Objectives. The aesthetic and ecological quality of the Properties requires that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of three members selected and appointed by the Board of Directors of the Great Sky Ranch Property Owners' Association, Inc. and may include members of such Board. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the

representative of the owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No improvement, as that term is defined in Article I of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants and professional home owners management firms to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 5. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

Section 6. Indemnity. The Association shall at all times indemnify and hold the committee and the committee members harmless from any and all liability associated with any and all claims or damages of every kind arising out of the actions, or omissions to act, of the committee and/or its

the design.

- (b) Harmony and conformity of the design with the surroundings both natural and built.
- (c) Adequacy of the design to conditions of the site.
- (d) Relation of finished grades and elevations to neighboring sites.
- (e) Conformity to specific and general intent of the Protective Covenants covering the subdivision of which the Lot in question forms a part.
- (f) Relation of improvements to improvements on neighboring sites.
- (g) Protecting the view from lots whose location provides distant views.
- (h) Central and elevated location of dwellings upon each lot.
- (i) Preliminary plans shall be submitted and approved by the Committee prior to proceeding with final plans and specifications. The preliminary plans shall include a section depicting the finished floor elevation relative to existing and finished grades within 10 feet beyond the front, side, and the back of the residence.

Section 3. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural

(b) Construction will be in accordance with approved plans.

(c) Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.

(d) Regular inspections may be made by a representative of the Committee.

Section 5. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 6. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected

Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments or reimbursements when due, or if an owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate permitted by law for the Owner. The sum to be reimbursed shall be secured by this Special Deed of Trust.

Section 2. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust, may:

(a) Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which

unpaid;

(3) any amounts required by law to be paid before payment to the owner; and

(4) to the Owner, any remaining balance.

Section 4. A Trustee is appointed for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint a Trustee, and substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee by filing an appropriate designation of trustee among the Official Public Records of Kerr County, Texas.

Section 5. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 6. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002 as may be amended hereafter, and, which amendment is applicable hereto. The President of the



Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in the exercise of its sole judgment. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Kerr County, Texas.

ARTICLE XIII.

INVALIDATION

Invalidation of any one of the provisions of this instrument by a Judgment or Order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions which shall remain in full force and effect.

ARTICLE XIV.

DEVELOPER'S OBLIGATION(S)

In this instrument, certain easements and reservations of rights have been made in favor of the undersigned Developer. It is not the intention of the undersigned Developer in making these reservations and easements to create any positive obligations on the undersigned Developer insofar as building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting a lawsuit to enforce the provisions of this instrument, or of removing people, animals, plants, or things that become offensive and violate this instrument. Where a

ARTICLE XVII.

NOTICES

Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner of record(s) of the Association at the time of such mailing.

ARTICLE XVIII.

ASSIGNMENT

The Developer may assign any and all rights and responsibilities it has under the terms of this Declaration.

ARTICLE XIX.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant

action from any lot owner by virtue of not enforcing any restrictions herein contained.

The Association shall have the authority to employ self-help to enforce compliance with any provision of the Declaration. Upon the occurrence of a default or other violation of the Declaration, the Association may provide notice to the defaulting owner of the matter of noncompliance, the action necessary to cure the noncompliance, and a date by which the noncompliance shall be cured. In the event the owner fails to cure the matter of noncompliance within the required time, the Association may take action to cure the matter of noncompliance.

Notice of default or other violation of the Declaration and of the Association's intent to act pursuant to this provision shall be in the form and in the manner as required by Article XXXII. In the event of continuing noncompliance, a second notice, at least ten (10) days subsequent to the date of the mailing of the first notice, shall be sent to the noncomplying property owner. Not sooner than thirty-five (35) days after date of the mailing of the original notice, the Association may send notice to the noncomplying property owner of the Association's intent to act to cure the noncomplying condition. Such notice shall be sent by United

TORTUGA RANCH LLC

By:   
PETER SPRINGER, Member


STATE OF North Carolina

COUNTY OF Mecklenburg

I, Deanna Jorgensen, a Notary Public of the aforesaid state and county, do hereby certify that PETER SPRINGER, Member of TORTUGA RANCH LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

WITNESS my hand and Notarial Seal this 31<sup>st</sup> day of Jan. 2022.

My Commission expires:  
10/31/22

, Notary Public



North 33 degrees 54 minutes 32 seconds West (called North 34 degrees 33 minutes 00 seconds West), a distance of 68.59 feet (called 75.74 feet) to a 4 inch metal fence post found for an angle corner of this 483.236 acres;

North 48 degrees 42 minutes 48 seconds West (called North 48 degrees 04 minutes 00 seconds West), a distance of 590.09 feet (called 582.82 feet) to a 4 inch metal fence post found for an angle corner of this 483.236 acres;

North 66 degrees 15 minutes 07 seconds West (called North 65 degrees 32 minutes 00 seconds West), a distance of 170.86 feet (called 171.70 feet) to a 4 inch metal fence post found for an angle corner of this 483.236 acres;

South 45 degrees 58 minutes 52 seconds West (called South 46 degrees 49 minutes 00 seconds West), a distance of 598.45 feet to a point for an angle corner of this 483.236 acres, from which the center of a "T" post bears South 51 degrees 26 minutes 44 seconds East, a distance of 1.43 feet;

South 45 degrees 04 minutes 58 seconds West (called South 45 degrees 35 minutes 00 seconds West), a distance of 528.36 feet (called 526.72 feet) to a 4 inch metal fence post found for an angle corner of this 483.236 acres;

South 39 degrees 28 minutes 00 seconds West (called South 39 degrees 58 minutes 00 seconds West), a distance of 229.30 feet to a 4 inch metal fence post found for an angle corner of this 483.236 acres;

South 47 degrees 22 minutes 06 seconds West (called South 48 degrees 10 minutes 00 seconds West), a distance of 678.72 feet (called 678.48 feet) to a 4 inch metal fence post found for an interior corner of this 483.236 acres;

South 44 degrees 10 minutes 28 seconds East (called South 43 degrees 25 minutes 00 seconds East), a distance of 2169.34 feet (called 2165.42 feet) to a 1/2 inch iron rod found for East corner of this 483.236 acres, same being the northwest corner of Tract 3 (surveyed this same date);

**THENCE** along the lines common to this 483.236 acres, and said Tract 3, the following courses and distances;

South 22 degrees 50 minutes 33 seconds West (called South 23 degrees 22 minutes 00 seconds West), a distance of 1007.95 feet (called 1006.27 feet) to a 4 inch metal fence post found for an interior corner of this 483.236 acres;

South 01 degrees 06 minutes 41 seconds East (called South 00 degrees 34 minutes 00 seconds West), a distance of 103.11 feet (called 103.96 feet) to a 1 inch steel rod found for an angle corner of this 483.236 acres, same being the southwest corner of said Tract 3, and the northwest corner of the Spaulding-Hubble Management Trust 241.94 acres (Document No. 11003035);

**THENCE** along the lines common to this 483.236 acres, and said Spaulding-Hubble 241.94 acres, the following courses and distances;

South 00 degrees 08 minutes 59 seconds West (called South 00 degrees 34 minutes 00 seconds West), a distance of 1419.58 feet (called 1421.48 feet) to a 1/2 inch iron rod found for an angle corner of this 483.236 acres;

South 00 degrees 10 minutes 07 seconds West (called South 00 degrees 50 minutes 00 seconds West), a distance of 3203.64 feet (called 3204.42 feet) to a 1/2 inch iron rod found for the southeast corner of this 483.236 acres, same being the northeast corner of the Richard Brown 250 acres (Volume 1480, Page 85);

**THENCE** along the lines common to this 483.236 acres, and said Brown 250 acres, the following courses and distances;

South 79 degrees 31 minutes 09 seconds West (called South 80 degrees 10 minutes 00 seconds West), a distance of 578.50 feet (called 577.15 feet) to a 1/2 inch iron rod found for an interior corner of this 483.236 acres;

# EXHIBIT "A"

## METES AND BOUNDS

### Tract 2

Being 1.887 acres of land, more or less, situated in the County of Kerr, State of Texas, and in W. T. Crook Survey No. 62, Abstract No. 112, W. T. Crook Survey No. 63, Abstract No. 116 and being that same tract of land described in Special Warranty Deed recorded in Volume 1601, Page 57, Official Public Records, Kerr County, Texas, said 1.887 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for the East corner of this 1.887 acres, same being the on the South line of the Patrick Olfers Tract (Volume 209, Page 530), and on the North Right-of-Way of F.M. 2771, same also being the beginning of a curve to the right, and on the South Bank of Turtle Creek, same also being the **POINT OF BEGINNING**;

**THENCE** along the North Right-of-Way of said F.M. 2771, the following courses and distances;

With said curve to the right having a radius of 523.69 feet, and arc length of 366.58 feet, a delta angle of 40 degrees 06 minutes 23 seconds, a chord bearing of North 89 degrees 22 minutes 05 seconds West, and chord length of 359.14 feet to a Type-1 TxDOT Monument found for an angle corner of this 1.887 acres;

North 69 degrees 25 minutes 17 seconds West (called North 68 degrees 41 minutes 00 seconds West), a distance of 217.25 feet (called 217.36 feet) to a Type-1 TxDOT Monument found for an angle corner of this 1.887 acres, same being the beginning of a curve to the left;

With said curve to the left having a radius of 1005.37 feet, and arc length of 379.21 feet, a delta angle of 21 degrees 36 minutes 41 seconds, a chord bearing of North 80 degrees 31 minutes 14 seconds West, and chord length of 376.97 feet to a 1/2 inch iron rod found for the West corner of this 1.887 acres, same being on the South line of said Olfers Tract, and the South bank of said Turtle Creek;

**THENCE** along the lines common to this 1.887 acres, said Olfers Tract and the South bank of said Turtle Creek, the following courses and distances;

North 77 degrees 11 minutes 00 seconds East (called North 78 degrees 26 minutes 00 seconds East), a distance of 236.07 feet (called 235.66 feet) to a 1/2 inch iron rod found for an angle corner of this 1.887 acres;

North 45 degrees 09 minutes 23 seconds East (called North 45 degrees 41 minutes 00 seconds East), a distance of 35.27 feet (called 35.00 feet) to a 1/2 inch iron rod found for an angle corner of this 1.887 acres;

South 82 degrees 03 minutes 37 seconds East (called South 81 degrees 27 minutes 00 seconds East), a distance of 170.70 feet (called 170.80 feet) to a 1/2 inch iron rod found for an angle corner of this 1.887 acres;

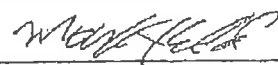
South 72 degrees 18 minutes 41 seconds East (called South 71 degrees 32 minutes 00 seconds East), a distance of 49.32 feet (called 49.20 feet) to a 1/2 inch iron rod found for an angle corner of this 1.887 acres;

South 67 degrees 50 minutes 41 seconds East (called South 67 degrees 10 minutes 00 seconds East), a distance of 299.89 feet (called 300.00 feet) to a 1/2 inch iron rod found for an angle corner of this 1.887 acres;

North 12 degrees 45 minutes 18 seconds East (called North 12 degrees 43 minutes 00 seconds East), a distance of 8.81 feet to a 1/2 inch iron rod found for an angle corner of this 1.887 acres;

South 67 degrees 19 minutes 57 seconds East (called South 66 degrees 40 minutes 00 seconds East), a distance of 198.73 feet to the **POINT OF BEGINNING**, and containing 1.887 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.

  
Mark J. Ewald  
Registered Professional Land Surveyor  
Texas Registration No. 5095  
August 9, 2021



**THEENCE** along the lines common to this 68.978 acres; and said Sutherland 191.095 acres, the following courses and distances;

South 44 degrees 26 minutes 12 seconds East (called South 44 degrees 04 minutes 34 seconds East), a distance of 434.01 feet (called 435.57 feet) to a 1/2 inch iron rod found for an interior corner of this 68.978 acres;

North 45 degrees 25 minutes 41 seconds East (called North 46 degrees 01 minutes 41 seconds East), a distance of 278.28 feet (called 278.24 feet) to a 1/2 inch iron pipe found for an angle corner of this 68.978 acres, same being a southerly corner of said Sutherland 191.095 acres, and the southwest corner of said Kerrville RV Park 17.32 acres;

**THEENCE** along the line common to this 68.978 acres, and said Kerrville RV Park 17.32 acres, South 82 degrees 59 minutes 31 seconds East (called South 82 degrees 21 minutes 20 seconds East), a distance of 1608.19 feet (called 1608.07 feet) to the POINT OF BEGINNING, and containing 68.978 acres of land, more or less.

I hereby testify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.

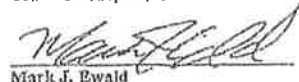
  
Mark J. Ewald  
Registered Professional Land Surveyor  
Texas Registration No. 5095  
August 9, 2021



EXHIBIT " C "

19.40 ACRES

BEING A 19.40 OF AN ACRE TRACT OF LAND, SITUATED IN KERR COUNTY, TEXAS BEING OUT OF THE W.T. CROOK SURVEY NO. 61, ABSTRACT NO. 111 AND BEING A PORTION OF A 554.101 ACRE TRACT OF LAND AS CONVEYED TO TORTUGA RANCH LLC AS RECORDED IN DOCUMENT #21-08857 OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** at a ½" iron rod in the west right-of-way line of State Highway 173 for the southeast corner of a 17.32 acre tract of land conveyed to the Kerrville RV Park, LLC of record in Document #1908468 of the Official Public Records of Kerr County, Texas for the northeast corner of the 554.101 acre tract and this tract.

**THENCE**, with the east line of this tract and the 554.101 acre tract and the west right-of-way line of State Highway 173 the following three (3) calls;

1. South 28°39'49" West 58.18 feet to a TxDot concrete monument for an angle,
2. South 24°22'39" West 200.52 feet to a TxDot concrete monument for an angle, and
3. South 28°36'26" West 543.56 feet to a point for the south corner of this tract.

**THENCE**, with the south and west line of this tract cutting across the 554.101 acre tract the following nine (9) calls;

1. North 62°27'58" West 83.74 feet to a point for an angle,
2. Curve to the left with a Radius of 615.00 feet, Length of 343.26 feet and a Delta of 31°58'48" to a point of reverse curvature,
3. Curve to the right with a Radius of 535.00 feet, Length of 276.07 feet and a Delta of 29°34'12" to the end of said curve,
4. North 64°52'48" West 102.26 feet to the beginning of a curve,
5. Curve to the left with a Radius of 615.00 feet, Length of 73.99 feet and a Delta of 6°53'24" to the end of said curve
6. North 71°46'24" West 182.91 feet to the beginning of a curve,
7. Curve to the right with a Radius of 535.00 feet, Length of 29.29 feet and a Delta of 3°08'24" to the end of said curve for the southwest corner of this tract,
8. North 21°21'51" East 62.81 feet to a point for an angle, and
9. North 03°45'58" West 534.83 feet to a point in the south line of the 17.32 acre tract for the northwest corner of this tract.

**THENCE**, South 82°59'31" East 1431.28 feet with the north line of this tract and the 554.101 acre tract and the south line of the 17.32 acre tract to the **POINT OF BEGINNING** and containing 19.40 acres of land.



FILED AND RECORDED  
At 11:00 o'clock A M  
STATE OF TEXAS  
COUNTY OF KERR

February 17, 2023

I hereby certify that this instrument was filed in the numbered sequence on the date and time stamped above by me and was duly recorded in the Official Public Records of Kerr County Texas.  
Jackie Dowdy County Clerk

Filed by & Returned to:  
Kerr County Abstract & Title Co  
712 Earl Garrett St  
Kerrville, TX 78028

Deane Rodriguez Deputy