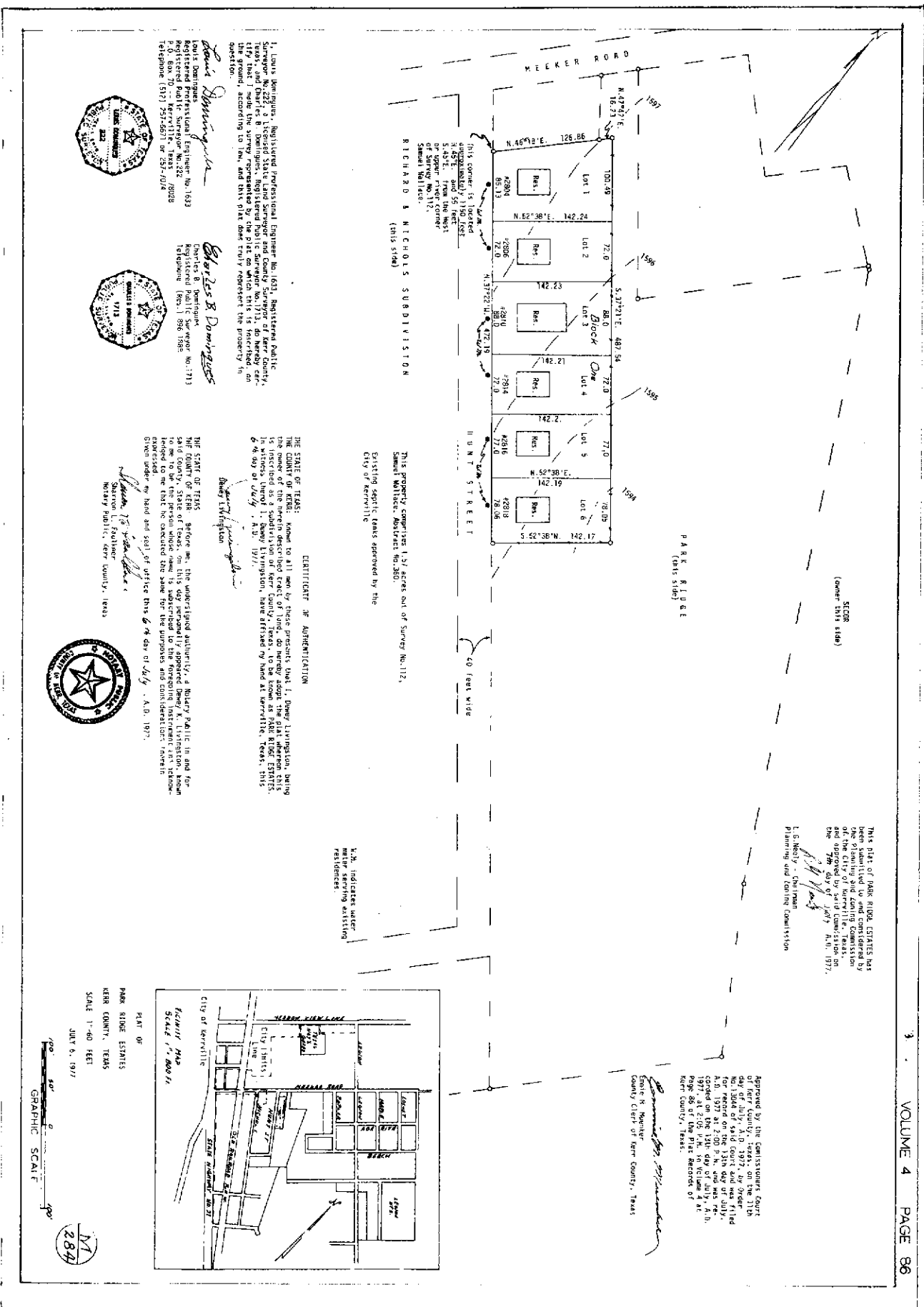


PARK RIDGE ESTATES RESTRICTIONS

Volume 199, Page 555, Deed Records of Kerr County, Texas (As per Plat 4/86 only); Volume 5, Page 25, Plat Records of Kerr County, Texas (As per Section II only), BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement and Right Of Way Sewer Easement dated March 20, 1950 to the City of Kerrville, recorded in Volume 1, Page 371, Easement Records of Kerr County, Texas.
- Easement dated July 22, 1977 to Lone Star Gas Company, recorded in Volume 9, Page 371, Easement Records of Kerr County, Texas.
- Easement reserved in Restrictions dated August 12, 1977, recorded in Volume 199, Page 555, Deed Records of Kerr County, Texas. (As per plat 4/86 only)
- Building Set Back Lines as per the Plat recorded in Volume ~~4~~ ⁸⁶, Page ~~86~~ ⁸⁶ Plat Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS TO PARK RIDGE ESTATES

774394

THE STATE OF TEXAS I
COUNTY OF KERR I KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DENEY K. LIVINGSTON and wife, DELORES M. LIVINGSTON, d/b/a LIVINGSTON ENTERPRISES, of the County of Kerr and State of Texas, hereinafter referred to and identified as "Owners", are the Owners of the Tracts of land in Kerr County, Texas, said Tracts of land comprising all of the land which has been subdivided as Park Ridge Estates, Kerr County, Texas, a plat of which subdivision has been heretofore filed in Volume 4, Page 86, of the Plat Records of Kerr County, Texas; and

WHEREAS, it is deemed to be the best interest of the above-described Owners and of the persons who may purchase lots described in and covered by the above-mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and

WHEREAS, it is desirable that such restrictions applying to Park Ridge Estates be put of record and include all the Tracts of land in said Subdivision;

NOW THEREFORE, Owners do hereby adopt the following covenants, conditions and restrictions which shall be taken and deemed as covenants to run with the land and be binding on Owners and on all persons acquiring title under them for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, at the end of which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until, by duly recorded instruments signed by a majority of the property owners in said sub-

division, it is agreed to change said covenants, conditions and restrictions, in whole or in part.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. No lot shall be re-subdivided.
2. All dogs, cats, or other common household pets shall be kept in the Subdivision only upon the condition that the custodian thereof abide by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control, and ownership of such animals within such city, including "leash" and "vaccination" ordinances; and reference is here made to such ordinances and regulations for all purposes. Household pets may not be bred or maintained for commercial purposes.
3. The raising or keeping of hogs, horses, rabbits, poultry, fowl, or of other livestock, on any part of the subdivision is strictly prohibited without the express written consent of Seller.
4. No spiritous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale on any residential site. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or the United States, or of police, health, sanitary, building or fire code regulations or instruction relating to or affecting the use, occupancy or possession of any of said sites.
5. No sign or signs of any kind shall be displayed on any residential lot to the public view except one (1) sign of not more than five (5) square feet advertising the property for sale.

6. No major repairing of motor vehicles shall be permitted on such lots. "For Sale" signs may be placed upon only one (1) motor vehicle located on such lot or parked on the street in front of such lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any street within the subdivision for more than five (5) days. No motor vehicle which is not in operating condition or not bearing current license plates shall be placed or permitted to remain on the street or on any portion of the lot (closer to the front property line than the rear walls of the mobile home constructed thereon). No construction machinery, dump trucks, tractors, highway trailers, mowers, blades, etc., may be parked on any lot.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept only in sanitary covered containers or plastic tied trash bags. Garbage cans must be removed from the street on the same day as garbage is collected. All boxes must be flattened and newspapers secured so as to allow easy handling. No garbage or trash shall be burned on a lot.

8. No oil, gas or water drilling or development operations of refining, quarrying or mining operations of any kind shall be permitted upon or on any lot. No derrick or other structure designed for use in exploring for or producing any minerals shall be erected, maintained or permitted upon any lot.

9. No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any

bow and arrow or any other devise capable of killing or injuring.

10. The use of easements as shown on the recorded plat is granted to the public and to utility companies as set forth on said plat for the purposes of drainage, water electrical and telephone lines and conduits, and the maintenance thereof, and, in the event that no easements are shown on said recorded plat, then ten (10) feet across the front of each and every lot in Park Ridge Estates is reserved and hereby dedicated to utility purposes, including gas, water, electrical and telephone utilities. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. All residences and other buildings must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

12. All lots or parcels including landscaping and improvements thereon shall be maintained and kept clean at all times in accord with customary community standards. In the event any lot or parcel, including landscaping or improvements thereon, is not maintained and kept clean in accordance with customary community standards, the Seller

shall have the right, either itself or through any other person, to furnish the labor and/or materials necessary to bring the said lot or parcel, including improvements and/or landscaping thereon, up to customary community standards, and to maintain them according to such a standard. In such event, the owner of any such lot shall pay to the Seller an amount equal to all direct and indirect costs and expenses incurred in furnishing such labor and/or materials or having the same furnished; the amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien on such lot or parcel and shall be payable within ten (10) days after the charge is made. The Seller shall be entitled (but not limited) to enforce its rights hereunder by following the procedure provided for the enforcement of Mechanic's and Materialman's Liens in the State of Texas. This covenant shall constitute a request by each lot or parcel owner under the conditions stated herein for the Seller to furnish any labor and/or materials which are furnished hereunder.

The above restrictions, covenants, and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies shall be cumulative and enforceable by Owners, the said DEWEY K. LIVINGSTON and wife, DELORES M. LIVINGSTON, d/b/a LIVINGSTON ENTERPRISES, or any person or persons who owns any Tract or Parcel of land situated in the said PARK RIDGE ESTATES. Invalidation of any one or any part of these restrictions by judgment or Court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

WITNESS OUR HANDS this the 12th day of August,
1977.

FILED FOR RECORD

at 2:50 o'clock P.M.

AUG 15 1977

EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By Debra M. Muenker Deputy

Dewey K. Livingston
DEWEY K. LIVINGSTON

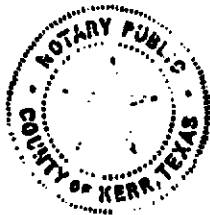
Delores M. Livingston
DELORES M. LIVINGSTON

d/b/a LIVINGSTON ENTERPRISES

THE STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared DEWEY K. LIVINGSTON and wife, DELORES M. LIVINGSTON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of August, 1977.



Hingew Cornwell
Notary Public in and for
Kerr County, Texas

Filed for record August 15, 1977 at 2:50 o'clock P.M.
Recorded August 15, 1977
EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy