

Item: **LIME CREEK SUBDIVISION**

(Category: RESTRICTIONS)

Volume 4, Page 189, Plat Records of Kerr County, Texas; Volume 228, Page 525, Deed Records of Kerr County, Texas, 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.

Item: **LIME CREEK SUBDIVISION**

(Category: Subdivisions)

- a. Easement dated January 22, 1942 to L.C.R.A., recorded in Volume 69, Page 255, Deed Records of Kerr County, Texas.
- b. Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 189, Plat Records of Kerr County, Texas.
- c. Building Set Back Lines as per the Restrictions recorded in Volume 228, Page 525, Deed Records of Kerr County, Texas.
- d. Easement dated February 11, 1980 to L.C.R.A., recorded in Volume 11, Page 499, Easement Records of Kerr County, Texas.
- e. Easement dated July 3, 1980 to Kerrville Telephone Company, recorded in Volume 11, Page 832, Easement Records of Kerr County, Texas.
- f. Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor for mineral reservation",ST1,6} to {PR,"insert grantee for mineral reservation",ST1,6}, dated {PR,"insert date of mineral reservation",DT2,6}, recorded in Volume {PR,"insert volume number of min.reservation",IN1,6}, Page {PR,"insert page number for min. reservation",IN1,6}, {PR,"insert record type for min.reservation",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- g. Any visible and/or apparent roadways or easements over or across the subject property.
- h. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

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100

6 FT. FROM INTERIOR LOT LINES

6 FT. FROM INTERIOR LOT LINES

PROPERTY ADJOINING LOT 15 TO BE SINCE, FAMILY DWELLINGS.
TEMPORARY EASEMENTS FOR CUTS-OF-SIDE OR "TIE-AROUNDS" ARE PROVIDED AT EACH END OF THE "CREEK STRIP" WHICH SHALL BE ABANDONED AND VOIDED WHEN APPROPRIATE SECTION OF DEVELOPMENT IS FILED FOR RECORD.
ALL ADJOINING LAND, OTHER THAN HIGHWAYS, IS OWNED BY OWNERS OF LAND PLATTED HEREON.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LIME CREEK

796962

A SUBDIVISION IN KERR COUNTY, TEXAS

VOL. 228 PAGE 525

THE STATE OF TEXAS I
COUNTY OF KERR I

KNOW ALL MEN BY THESE PRESENTS:

This Declaration made by QUALITY READY MIX COMPANY, a Texas Corporation, and LESTER B. WHITTON, of Kerr County, Texas, hereinafter called "Developers".

WITNESSETH:

WHEREAS, Developers are the owners of that certain property known as LIME CREEK, a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 4, Page 189, of the Plat Records of Kerr County, Texas; and,

WHEREAS, it is the desire of Developers to place certain restrictions, covenants and conditions upon and against LIME CREEK, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of tracts in said subdivision;

NOW, THEREFORE, Developers hereby adopt, establish and impose upon LIME CREEK, and declare the following restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

1. Each lot shall be used for single family one story residences only.
2. Each residence shall contain a minimum of 1400 square feet, exclusive of porches, carports and garages, at least two baths, and a two car carport or garage.
3. All out buildings must be set back a minimum of 75 feet from the curb of the street on which the residence fronts. Out buildings must be architecturally compatible with the corresponding residence.
4. No more than one residence shall be built on any lot.
5. Construction of residences must be conventional: No

prefabricated structure to be used. Exterior walls must be a minimum of 50% masonry. No unfinished concrete blocks or other concrete products to be used. Other 50% may be glass, western red cedar, redwood, or other architecturally compatible material as approved by Developers or the Architectural Control Committee. All wood siding must be stained or painted.

6. Roof shall be gravel surface built-up, standing seam metal, cedar shingle, cedar shake or clay tile. Asphalt shingles may be used provided they weigh a minimum of 240 lbs. per 100 square feet.
7. Fireplace flues must be masonry. No exposed metal flues to be used.
8. Prior to completion of development, plans and building design must be approved by Developers in writing before beginning date of construction.
9. Each residence must present a good frontage on the streets on which the lots abut. No dwelling shall front on State F. M. 1338, or on State Highway 27.
10. Fences are permitted, but must be constructed of wood (cedar or redwood), chain link, stone or brick. Fences shall not be erected past the front building limit line of 25 feet.
11. No house trailer or mobile home shall be parked, placed or left standing on any part of any lot, street or public easement.
12. Pumping of water from creek or lakes is prohibited. No diving boards, docks, platforms, walks, or other construction of any kind, whether permanent or temporary, shall be constructed on any water front lot so as to extend more than three feet into or over the water.
13. Lots purchased must be kept clean and orderly. The lots must not be used for storage or parking of any type of vehicle or equipment.
14. No poultry or livestock shall be kept on any lot.
15. All construction and use of residences and out buildings shall conform to the building codes and zoning ordinances of the City of Kerrville, Texas.
16. Upon completion of the development of the property, plans shall be submitted to an Architectural Control Committee as elected by the property owners. Plans must comply with the foregoing restrictions and be approved in writing by the Committee before construction is begun.
17. These restrictions are to run with the land and shall be binding upon property owner, whether one or more, his or their heirs, assigns, successors, administrators, and all persons claiming under him until January 1999, at which time said restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in the development, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations. Invalidation of any one of these covenants by a judgement or court order shall in no wise affect any of the other provisions or covenants which

shall remain in full force and effect.

The invalidity, abandonment or waiver of any one of these covenants, conditions, and restrictions shall in no way affect or impair the other covenants, conditions, and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developers herein, have hereunto caused this instrument to be executed this 15th day of November, 1979.



Irene G. Riley
IRENE G. RILEY, Secretary

QUALITY READY MIX COMPANY

H. E. Eaglebarger
H. E. EAGLEBARGER, President

Lester B. Whitton
LESTER B. WHITTON

THE STATE OF TEXAS I

THE COUNTY OF KERR I

Filed 21 Day of Nov A. D. 1979 at
EMMIE M. MUENKER 3:50 P.M.
Clerk County Court, Kerr County, Texas

James Wolfram Deputy

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared H. E. EAGLEBARGER, President of Quality Ready Mix Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and as President thereof.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of November, 1979.

Jackie Davis
Notary Public in and for Kerr
County, Texas. My Commission
expires August 31, 1980

JACKIE DAVIS

Notary Public, Kerr County, Texas

THE STATE OF TEXAS I

THE COUNTY OF KERR I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared LESTER B. WHITTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of November, 1979.



Jackie Davis
Notary Public in and for Kerr
County, Texas. My Commission
expires August 31, 1980

JACKIE DAVIS

Notary Public, Kerr County, Texas



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LIME CREEK A SUBDIVISION
IN KERR COUNTY, TEXAS

EMMIE M. MUENKER,
Clerk County Court, Kerr County, Texas

Filed 21 Day of Nov A. D. 1979 at
EMMIE M. MUENKER 3:50 P.M.
Clerk County Court, Kerr County, Texas
James Wayrum Deputy
DARRELL G. LOCHTE
ATTORNEY AT LAW
KERRVILLE, TEXAS

Filed for record November 21, 1979 at 3:50 o'clock PM.
Recorded November 27, 1979
EMMIE M. MUENKER, Clerk

By James Wayrum Deputy