

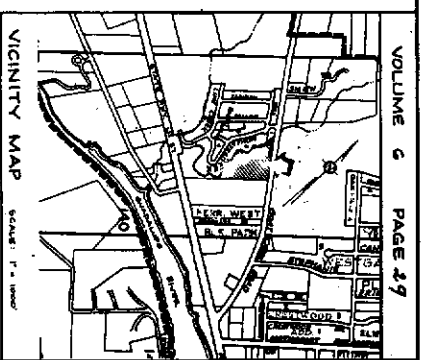
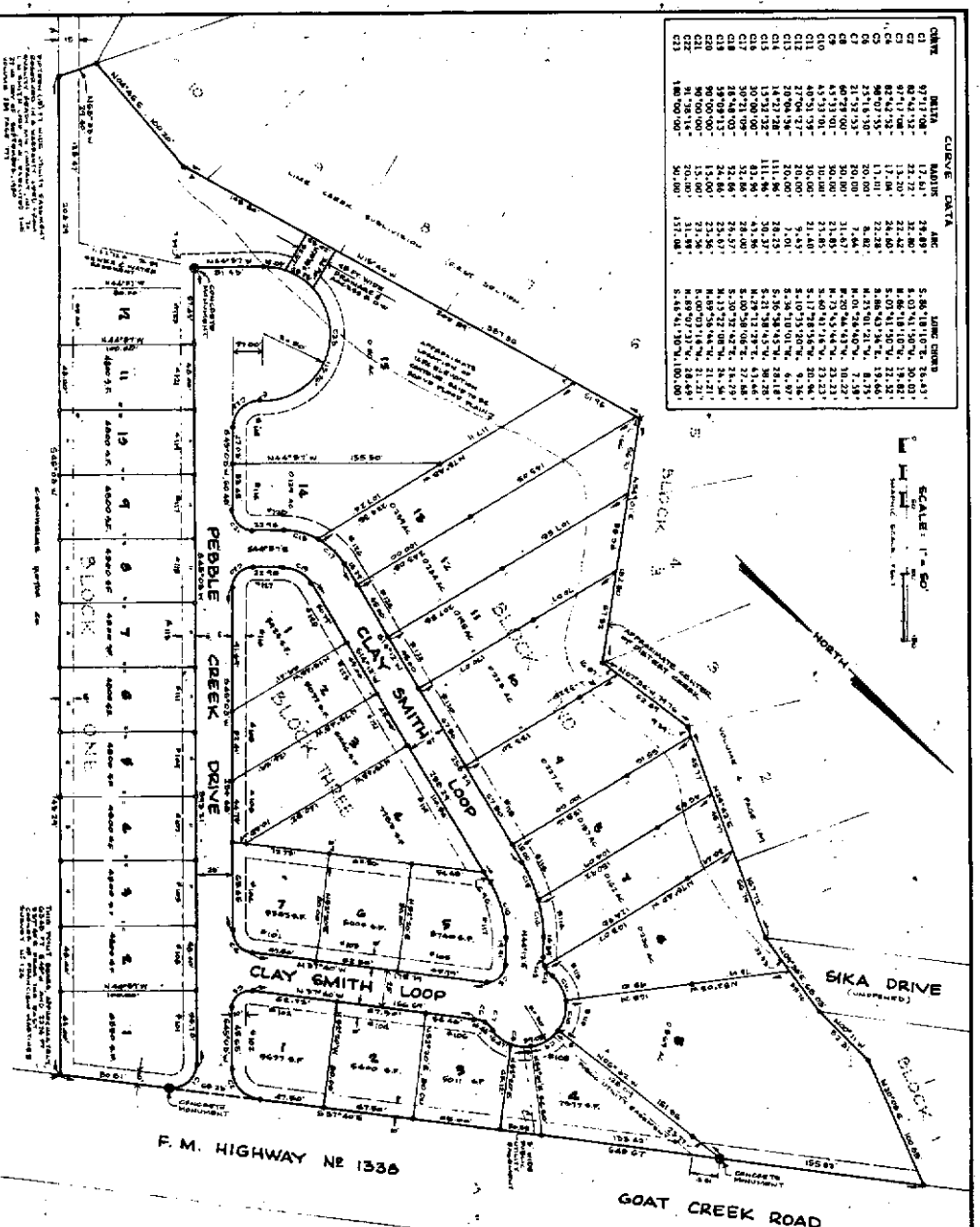
## **CREEKSIDE RESTRICTIONS**

Volume 6, Page 29, Plat Records of Kerr County, Texas; Volume 689, Page 309, Real Property 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.

## **OTHER EXCEPTIONS**

- Easements and Building Set Back Lines as per the Plat recorded in Volume 6, Page 29, Plat Records of Kerr County, Texas.
- Affidavit Listing Street Name Changes recorded in Volume 818, Page 642 and Volume 822, Page 613, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over and across the subject property.
- Rights Of Parties In Possession. (AS PER OWNER POLICY ONLY)

	CHRG	IRTH	CLASSE	DATA	AGE	LAST NAME
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099	08/24/52	15.30	22.90	5.60/16.10	19.61	
100	08/24/52	15.30	22.90	5.60/16.10	19.61	



I hereby certify that this subdivision has been found to comply with the San Joaquin Real Property Tax Assessment Act, and that the same is in accordance with the provisions of the Act. The assessor of the City of Fresno, California, and the assessor of the County of Fresno, California, have approved for recording in the office of the County Clerk.

Dated this 20th day of April, 1920.

Charles C. Johnson  
City Planning Commission

Filed for record on the 16th day of April, 1920 at 8:19 o'clock P. M.  
Recorded on the 16th day of April, 1920 at 9:00 o'clock P. M. in Volume 6 of Page 23 of the  
Plat Records of Kern County, Texas.

Charles C. Johnson  
City Planning Commission


I hereby certify that the subdivision plat(s) hereto were made with approval by the City of Berkeley and that the same are on file and open to public inspection in the City of Berkeley Planning Department.

Attest: 1960 Oct 2 4pm  
FOR THE CITY CLERK

I hereby certify that this plot is an accurate representation of the property shown and described herein as determined by a licensed surveyor and that the same is a true and correct copy of the original as the same was made to the City of Berkeley Planning Department on or about \_\_\_\_\_ or corrected; and that all property corners are as shown.

Witness my hand and the seal of the City of Berkeley, California, this \_\_\_\_\_ day of \_\_\_\_\_, 1960.

Wm C. Neubel  
City Clerk  
Berkeley Municipal Land Surveyor No. 1099  
County Surveyor for Butte County



That Chas. Schuchman had in the owner of the property above  
 described, a right of way for the purpose of erecting a  
 building, and for the purpose of erecting a building, and  
 dedicating all street right-of-way and easements to the  
 public, or to others or to the Government for the purpose stated.

CHAS. SCHUCHMAN, Vice President  
 Chas. Schuchman Bank

GIVEN BY THEM :  
 COUNTY OF KERN :

APPROVED BY THE undersigned authority, on this day personally  
 appeared C. C. Schuchman, known to me to be the person  
 whose name is subscribed to the foregoing instrument, and he  
 acknowledged to me that he executed the same for the purposes  
 and consideration therein expressed, and in the capacity  
 therein stated.

GIVEN under my hand and seal, at Office  
 Los Angeles, Cal., this 19th day of April, 1960.

[Signature]

[Seal: JAMES HARRINGTON  
 Notary Public  
 for the State of Texas]

[illegible]

**CREEKSIDE  
ADDITION**

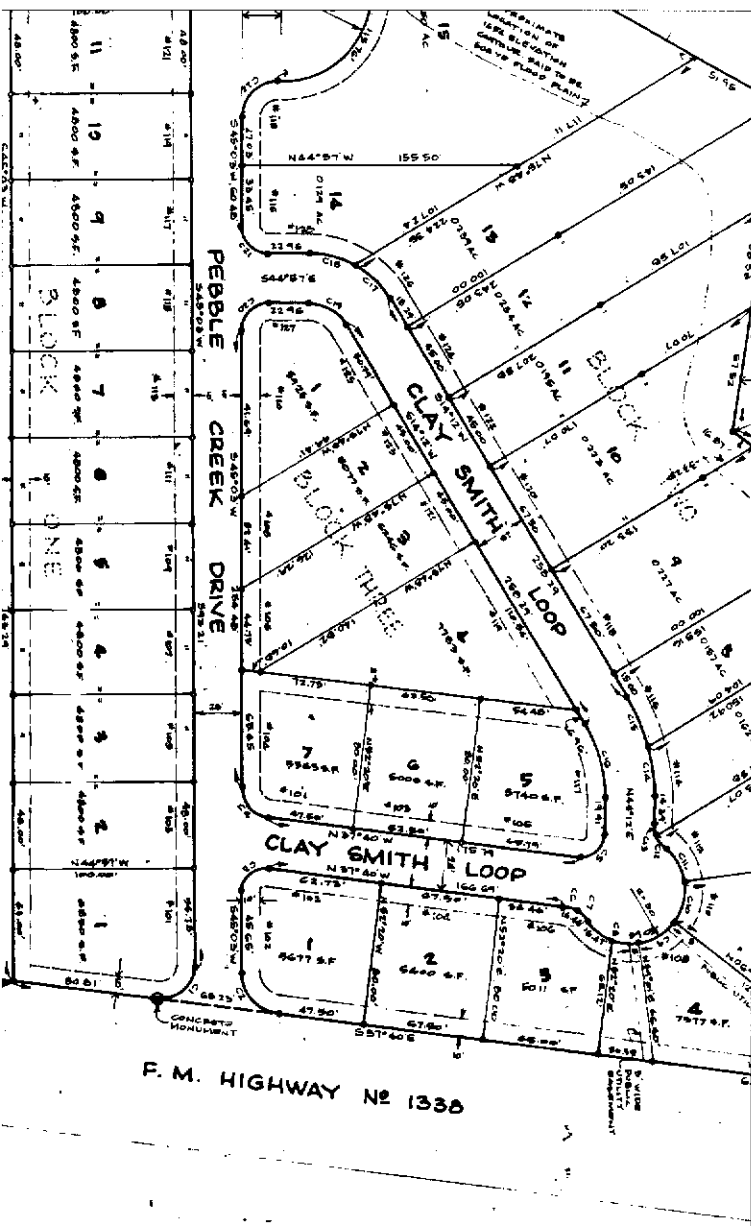
A SUBDIVISION COMPRISING 117 ACRES  
OF LAND MORE OR LESS, OUT OF  
FLORENTINE LARA SURVEY, IN U.S.  
ACREAGE, SEC. 21B, IN THE CITY OF  
KERRVILLE, KERR COUNTY, TEXAS

MARCH 1940

OWNER/DEVELOPER: CHAS. SCHLESINGER BANK  
KERRVILLE, TEXAS

APPROVED BY THE BOARD OF HEALTH  
ON 1-1-1

**VOICEL** **RECORDING & SURVEYING**  
KERRVILLE, TEXAS



VICINITY MAP SCALE: 1" = 1000'

GENERAL NOTES

A ten (10) ft. wide easement is provided along and abutting all street right-of-way for public utilities and maintenance access to street improvements.

Public utility easements are reserved upon, over and across Lot 12 in Block One, Lot 13 in Block Two, Lots 6, 7 in Block Three, Lots 10, 11 in Block Four, and Lot 15 in Block Five through 12 in Block One as shown hereon, including the rights for ingress to and egress from said easements as necessary for operating and maintaining utility lines and appurtenances.

Variances granted by the Planning & Zoning Commission are:

- (1) 20 Ft. rear yard set back for Lots 1 through 4 in Block Two.
- (2) 4800 square foot lot area for single family detached dwellings on Lots 2 through 11 in Block One. All other building setbacks shall be in accordance with the Zoning Ordinance requirements.

Sidewalks shall be constructed by the builders four (4) ft. in width abutting curbs on both sides of streets.

Builders shall pay parkland acquisition fees with building permit fees.

I hereby certify that streets, utilities and other improvements have been installed in an acceptable manner and in accordance with the Plans and Specifications of the project engineer in the subdivision platred herein.

1990 Joe Manning Jr.  
City Engineer

Waiver of Claims for Damages

3250

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CREEKSIDE ADDITION

STATE OF TEXAS           \*  
                               \*       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF KERR         \*

THAT WHEREAS, TOP INVESTMENTS, a Texas General Partnership (hereinafter referred to as the "Declarant") is the owner of certain real property (hereinafter referred to as ("the Lots") more fully described as follows:

Lots 1-12, Block One (1), Lots 1-15, Block Two (2), Lots 1-7, Block Three (3), being all the Lots in the Creekside Addition, a subdivision of record in Volume 6, Page 29 of the Plat Records of Kerr County, Texas; being further described as all of a certain tract or parcel of land containing 7.12 acres, more or less, out of the Florentine Lara Survey No. 123, Abstract No. 225 in Kerr County, Texas; and being that same land conveyed from Jeffrey P. Morin and James B. Tobias to Top Investments and described in a Warranty Deed recorded in Volume 680, Page 758 of the Real Property Records of Kerr County, Texas, to which instruments and their records, reference is herein made for all purposes.

AND WHEREAS, it is deemed to be in the best interest of Declarant, and the persons who may purchase the Lots in Creekside Addition, that restrictions, covenants, conditions and easements, be established for the orderly development of the subdivision;

NOW, THEREFORE, it is hereby declared that all of the Lots described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the Lots shall be subject to the restrictions set forth herein which shall run with the Lots and be binding on all parties having any interest therein.

## ARTICLE I

No structure shall be erected, placed, altered or permitted to remain on any of the Lots other than one detached one-story, or one detached split-level family dwelling. A storage room or utility room may be erected on any of the Lots only after or simultaneous with the

erection of a dwelling thereon. No such building shall be more than one story in height. At the time of the erection of a dwelling on any Lot, an enclosed garage (with closeable doors) attached to the main residence building sufficient to store two cars shall be permanently erected thereon. Such garage shall be maintained as such and no such garage shall be permanently closed in, altered or remodeled so that it is not available for the storage of two cars therein, in connection with the residential use of such proeprty. Provided however, any Lot less than 5,000 square feet may have a variance granted by the Architectural Control Committee to allow only one car garage.

#### ARTICLE II

No building shall be erected, placed, or altered on any Lot, until the building plans and specifications (and a plat showing the location of such building) shall have been approved in writing as to quality of workmanship and material conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished elevation, by the Architectural Control Committee, in its sole discretion, (hereinafter referred to as "Committee"). The initial three (3) person Committee shall be composed of Reagan Lehmann, Carroll Smith and Doug Evans, of Kerrville, Texas. In the event of the resignation or refusal to serve of any committee member, then a successor representative shall be designated by a majority of the members of the Committee. A majority vote of the Committee members shall control all its decisions. Plans and specifications may be submitted to the Architectural Control Committee by mail or delivery to Reagan Lehmann at 998 Sidney Baker South, Kerrville, Texas, or as otherwise directed. If the Committee, or its designated representative, if any, in its sole discretion, fails to approve or disapprove such plans, specifications and locations within thirty (30) days after such plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, then such approval will not be required and this covenant shall be

deemed to have been fully satisfied. The Architectural Control Committee shall perform all its actions, or decisions not to act, in its sole discretion, and shall have no liability to any lot owner, or third party, for its actions or decisions not to act. The powers and duties of the Committee and the requirements of this covenant shall cease on and after March 1, 2013, provided, however, that at any time, the then record owners of majority of the Lots covered hereby (each Lot having one vote regardless of the number of owners of that Lot), shall have the power through a duly recorded written instrument to remove any committee member or members and replace them with other members, or to withdraw from the Committee any of its powers and duties, or to extend the powers and duties of the Committee. The Committee shall not be entitled to any compensation for services performed pursuant to this covenant, nor will the Committee be liable for damages, claims or causes of action arising out of services performed pursuant to this Declaration. All restrictive covenants and conditions herein shall apply to future remodelling of buildings, and to rebuilding in case of destruction by fire or elements.

#### ARTICLE III

The minimum floor area of the main structure of dwellings erected, placed or permitted to remain on any Lot, exclusive of porches and garages, shall be not less than 1100 square feet. The outer walls of the main residence building constructed on any of such Lots shall be at least eighty-five (85) percent by area composed of rock, brick or stucco, up to a height of eight (8) foot. All footings, piers and foundations of the main residence on any such Lot shall be concrete or masonry construction.

#### ARTICLE IV

Any buildings on the Lots shall be located on the Lot to comply with the setback requirements of the City of Kerrville.

#### ARTICLE V

The use of easements as shown on the recorded plat is granted to the utility companies for the purpose of drainage, sanitary and storm sewer lines; the location of gas, water, electricity and cable

television lines; the location of telephone lines and conduits, and the maintenance thereof. Within these easements, no structure or other obstruction 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, or flow of water through drainage channels in the easements.

For purposes of this Declaration, the term "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot; the term "Owner" does not include any person or entity having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" does include the Declarant if the Declarant is a record owner of fee simple title to a Lot.

#### ARTICLE VI

All driveways on the Lots shall be surfaced with an exposed aggregate finish. All aprons shall also be surfaced with exposed aggregate finish. Driveway locations shall be submitted in writing to the Architectural Control Committee for approval at the same time the plans and specifications are presented under Article II.

#### ARTICLE VII

No boats, trailers, or camper, mobile home, motor home (recreational vehicle) or trailer shall be parked for storage on the Lot, or in the driveway of the Lot, for more than seventy-two (72) hours out of a ten (10) consecutive day period. No street parking shall be allowed except for twenty-four (24) hour guest and maintenance parking. The responsibility of the enforcement of this Article rests with the Lot Owners.

#### ARTICLE VIII

No antennas (other than television antennas), satellite dishes or other telecommunication devices are to be erected on the premises or rooftops of a residence without the prior written approval of the Architectural Control Committee.

#### ARTICLE IX

No Lot, as that term is defined herein, may be re-subdivided by the Owner; provided however, subject to the approval of any and all

governmental agencies having jurisdiction thereof, Declarant hereby reserves the right, at any time while it is the Owner thereof, to resubdivide and replat any Lot without consent of any other Owner, and each such Owner expressly waives any notice of, and any right to consent to, any such resubdivision, replat, modification or waiver, as herein set forth without any notice to, or consent of, any such Owner. Further, each Owner expressly waives any rights such as Owner may have to notice of, consent to or approval of any such resubdivision or replat, under any applicable laws, ordinances, rules or regulations.

#### ARTICLE X

No fence, wall, or hedge shall be erected, placed or altered on any Lot nearer to the front street than the setback line of the respective Lot, except that retaining walls of not over six (6) inches above grade shall be permitted; and no such fence or wall shall exceed four (4) feet in height above ground level. No chain link fence shall be allowed unless approved by the Architectural Control Committee.

#### ARTICLE XI

No fence or wall shall be erected, placed or altered on the side of any residence or the rear of any Lot, that shall exceed six (6) feet in height. No chain link fence shall be allowed unless approved by the Architectural Control Committee.

#### ARTICLE XII

At the time of building construction each owner shall construct a four (4) foot sidewalk with an exposed aggregate finish that is parallel to the road according to the specifications required by the City of Kerrville.

#### ARTICLE XIII

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial activity, other than the leasing of the residence, shall be conducted on any Lot. The Committee may determine, in its sole discretion, noxiousness, offensiveness or commercial activity; and, its decision



shall be conclusive on all parties.

#### ARTICLE XIV

No building previously constructed elsewhere shall be moved onto any Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence, either temporarily or permanently.

#### ARTICLE XV

No sign or advertising devise may be displayed on any Lot except in the event of sale. There may be one (1) for sale sign containing no more than five (5) square feet.

#### ARTICLE XVI

No animal, livestock or poultry of any kind shall be raised, bred or kept on any such lot except for two (2) cats and/or two (2) dogs, provided that they are not kept, bred or maintained for any commercial purposes.

#### ARTICLE XVII

No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot.

#### ARTICLE XVIII

Grass, weeds and vegetation on each Lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot. Until a residence is built on a Lot, Declarant, may at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs and plants removed from the Lot and the owner of such Lot shall be obligated to reimburse Declarant for the cost of such work.

#### ARTICLE XIX

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until March 1, 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than seventy-five (75%) percent of the then record owners of the Lots

covered hereby (each Lot having one vote regardless of the number of owners of that Lot) has been recorded agreeing to change said covenants in whole or in part. The covenants and restrictions of this Declaration may be amended, prior to April 30, 2013, by an instrument signed by not less than eighty (80%) percent of the Owners of the Lots and filed of record with the County Clerk of Kerr County, Texas.

## ARTICLE XX

If any of the Owners of the Lots, or their successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for Declarant, its successors and assigns, or any person or persons owning any Lots covered hereby, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

## ARTICLE XXI

The invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this document on this the 30th day of April, 1993.

TOP INVESTMENTS, A TEXAS  
GENERAL PARTNERSHIP

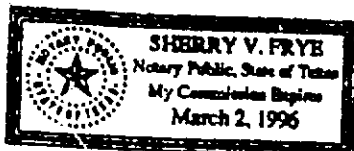
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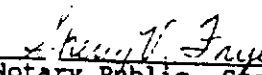
REAGAN LEHMANN, GENERAL PARTNER

STATE OF TEXAS \*  
\*  
COUNTY OF KERR \*

BEFORE ME, the undersigned authority, on this day personally appears REAGAN LEHMANN, General Partner of TOP INVESTMENTS, a Texas General Partnership, 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 considerations therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of MAY, 1993.



  
Notary Public, State of Texas  
My Commission Expires: 3-2-96  
Sherry V. Frye  
Notary's Typed/Printed Name

PREPARED IN THE LAW OFFICE OF:

Robert J. Parmley  
222 Sidney Baker South  
Suite 615  
Kerrville, Texas 78028

FILED FOR RECORD  
AT 11:37 O'CLOCK A.M.

MAY 4 1993

PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
Deputy

*Filed by R. Parmley To  
Ranger Johnson  
3/4 Top Investment  
P.O. Box 1589  
Kerrville Texas 78028*

RECORD Real Property  
VOL 689 PG 309

RECORDING DATE

MAY 4 1993



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY

Any provisions herein which restricts the sale, rental or use of the described real property because of race or race is invalid and unenforceable under Federal Law.  
THE STATE OF TEXAS  
COUNTY OF KERR  
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Office of the County Clerk of Kerr County, Texas on

MAY 04 1993



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS