

Item: **HILLS 'N DALES DEVELOPMENT**

(Category: RESTRICTIONS)

Volume 155, Page 96 and Volume 171, Page 71, 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.

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Item: **HILLS 'N DALES DEVELOPMENT**

(Category: Subdivisions)

- a. Easement dated July 19, 1947 to L.C.R.A., recorded in Volume 1, Page 10, Easement Records of Kerr County, Texas. (LOTS IN SURVEY 1351 ONLY)
- b. Easement to L.C.R.A., dated June 3, 1959, recorded in Volume 3, Page 186, Easement Records of Kerr County, Texas. (LOTS 7A,8A,8B,9A, & 10, BLK 3, LOTS 8C & 7A, BLK 4, LOTS 6,7,11 & 12, BLK 5)
- c. Road Easement per plat recorded in Volume 3, Page 52, Plat Records of Kerr County, Texas. (Does not affect all lots)
- d. Easements and Building Set Back Lines reserved in the Restrictions recorded in Volume 155, Page 96 and Volume 171, Page 71, Deed Records of Kerr County, Texas.
- e. Telephone Line right-Of-Way Easement dated May 10, 1977, recorded in Volume 9, Page 340, Easement Records of Kerr County, Texas.
- f. Road Easements as per the plat recorded in Volume 4, Page 190, Plat Records of Kerr County, Texas.
- 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)

STATE OF TEXAS )(

COUNTY OF KERR )(

1337

RESTRICTIONS  
FOR  
HILLS N' DALES SUBDIVISION

We, J. K. LOOKER, and wife, J. LUCILLE LOCKER, the owners and developers of that land known as HILLS N' DALES SUBDIVISION in Kerr County, Texas, being the same property described at Page 280 of Vol. 140, Deed Records, Kerr County, Texas, for the purpose of providing home sites to the public enhanced by planned, restricted development, hereby adopt as covenants running with the land the following restrictions applicable to any and all parts of said tract (save and except that owners reserve the right to relax or withdraw these restrictions as to that portion of land lying North of the presently existing LCRA lines), TO-WIT:

1. Use - of the property shall be only for residential purposes. No business use shall be allowed except to complete development of the property. No tent, mobile home, portable or temporary dwelling structure (except travel trailers not used as an abode) shall be placed on or be permitted to remain on the property, except with the prior written permission of the developers for a definite period of time.

2. Construction - all dwellings shall contain at least 1,100 square feet of heated living area, with exterior walls and out-buildings to be constructed of at least 51% brick, rock, or well-finished masonry. Dwelling construction shall be completed within nine months from construction starting date unless developers give written extension. Each dwelling shall have a sewage disposal system conforming to Texas Department of Health recommendations.

3. Re-Sale - of land purchased shall be allowed in quantities of not less than one acre, the amount of stock allowed may be reduced on less than 4 acres.

4. Animals - Each tract owner may keep for non-business purposes only the following animals (and no others shall be allowed): 1 cow, 2 horses, 3 sheep, chickens, and household pets, if confined to the land owned by their owner. PROVIDED, animals creating a nuisance, or discomfort of smell, noise, or otherwise shall be removed promptly at their owner's expense from the sub-division. Out-buildings and corrals shall be at least 25 feet from any property line.

5. Garbage - No dumping of garbage, trash, brush, or other rubbish shall be permitted. Garbage and other waste shall be kept in tightly covered containers. Incinerators with proper safeguards may be operated. All fires shall be attended.

6. Easements - In addition to all easements presently of record, which developers hereby expressly recognize, developers hereby reserve perpetual easements over and across all tracts in the sub-division for the purpose of constructing, installing, repairing, maintaining, or conveying to proper parties for those purposes, electric power, water, sewage, gas, telephone, any other utility facilities and services, and for roads for access purposes. Property owners affected by such easements shall be entitled only to compensation for undue negligent and unreasonable damages caused thereby. Such easements shall be for the general benefit of the subdivision and any other land owner or acquired hereafter by developers in the vicinity of the Sub-division as well as their assigns. Such easements may be both aerial and/or underground.

7. Timber - or other natural marketable resources shall not be covered or removed for commercial purposes or indiscriminately without the prior written consent of the developers.

8. Enforcement - These restrictions and the covenants herein contained as well as the use and protection of the easements herein referred to shall be specifically enforceable by suit either separately or cumulatively, for injunction, damages, or to abate a nuisance, at the instance of any tract owner in the Subdivision, the developers, or by a committee of tract owners in the Subdivision appointed by the developers, or all of them. Any other remedies existing at law or in equity shall not be deemed waived and shall still be available to any such person or persons.

SIGNED this 21st day of April, 1972.

PURCHASERS:

OWNERS/DEVELOPERS:

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J. K. Looker  
J. L. Looker

\_\_\_\_\_

J. Lucille Looker  
J. Lucille Looker

STATE OF TEXAS )(

COUNTY OF KERR )(

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared J. K. Looker and J. Lucille Looker, 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 21st day of April, 1972.

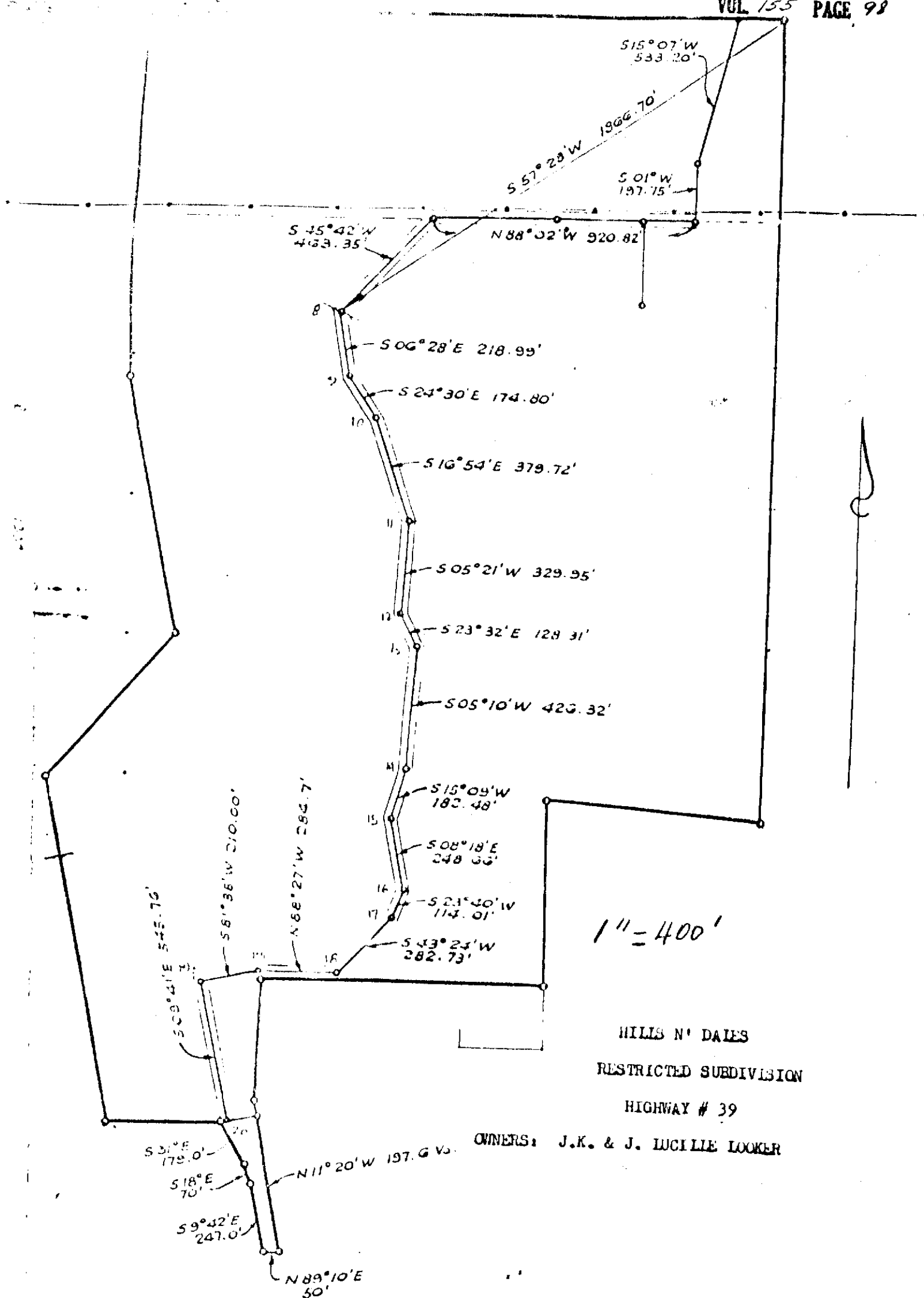
FILED FOR RECORD

at 9:40 o'clock AM.

C. M. Jamieson  
Notary Public, Kerr County, Texas

APR 21 1972  
C. M. Jamieson  
Clark County Court, Kerr County, Texas

By \_\_\_\_\_ Deputy



Filed for record April 21, 1972 at 9:40 o'clock A. M.  
Recorded April 25, 1972  
EMMIE M. MUENKER, Clerk

By Edith J. Muenker Deputy

We, J. K. LOCKER, and wife, J. LUCILLE LOCKER, the owners and developers of that land known as HILLS N' DALES SUBDIVISION in Kerr County, Texas, being the same property described at Page 280 of Vol. 140, Deed Records, Kerr County, Texas, for the purpose of providing home sites to the public enhanced by planned, restricted development, hereby adopt as covenants running with the land the following restrictions applicable to any and all parts of said tract (save and except that owners reserve the right to relax or withdraw these restrictions as to that portion of land lying North of the presently existing LCRA lines), TO-WIT:

1. Use - of the property shall be only for residential purposes. No business use shall be allowed except to complete development of the property. No tent, mobile home, portable or temporary dwelling structure (except travel trailers not used as an abode) shall be placed on or be permitted to remain on the property, except with the prior written permission of the developers for a definite period of time.
2. Construction - all dwellings shall contain at least 1,100 square feet of heated living area, with exterior walls and out-buildings to be constructed of at least 51% brick, rock, or well-finished masonry. Dwelling construction shall be completed within nine months from construction starting date unless developers give written extension. Each dwelling shall have a sewage disposal system conforming to Texas Department of Health recommendations.
3. Re-Sale - of land purchased shall be allowed in quantities of not less than one acre, the amount of stock allowed may be reduced on less than 4 acres.
4. Animals - Each tract owner may keep for non-business purposes only the following animals (and no others shall be allowed): 1 cow, 2 horses, 3 sheep, chickens, and household pets, if confined to the land owned by their owner, PROVIDED, animals creating a nuisance, or discomfort of smell, noise, or otherwise shall be removed promptly at their owner's expense from the sub-division. All buildings and corrals shall be at least 20 feet from any property line.
5. Garbage - No dumping of garbage, trash, brush, or other rubbish shall be permitted. Garbage and other waste shall be kept in tightly covered containers. Incinerators with proper safeguards may be operated. All fires shall be attended.
6. Easements - In addition to all easements presently of record, which developers hereby expressly recognize, developers hereby reserve perpetual easements over and across all tracts in the sub-division for the purpose of constructing, installing, repairing, maintaining, or conveying to proper parties for those purposes, electric power, water, sewage, gas, telephone, any other utility facilities and services, and for roads for access purposes. Property owners affected by such easements shall be entitled only to compensation for undue negligent and unreasonable damages caused thereby. Such easements shall be for the general benefit of the subdivision and any other land owner or acquired hereafter by developers in the vicinity of the Sub-division as well as their assigns. Such easements may be both aerial and/or underground.
7. Timber - or other natural marketable resources shall not be severed or removed for commercial purposes or indiscriminately without the prior written consent of the developers.

8. Enforcement - These restrictions and the covenants herein contained as well as the use and protection of the easements herein referred to shall be specifically enforceable by suit either separately or cumulatively, for injunction, damages, or to abate a nuisance, at the instance of any tract owner in the Subdivision, the developers, or by a committee of tract owners in the Subdivision appointed by the developers, or all of them. Any other remedies existing at law or in equity shall not be deemed waived and shall still be available to any such person or persons.

SIGNED this 16 day of Feb, 19 74.

PURCHASERS:

OWNERS/DEVELOPERS:

W.C. Richardson

J.K. Looker  
J. K. Looker

Mr & C. Richardson

J. Lucille Looker  
J. Lucille Looker

STATE OF TEXAS )

COUNTY OF KERR )

Filed 1<sup>st</sup> Day of Mar. A.D., 19 74 at  
EMMIE M. MUENKER 2:20 P.M.  
Clerk County Court, Kerr County, Texas  
By Denna Witt Deputy

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared W.C. Richardson AND wife, MARY (Mrs. W.C.), 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 26<sup>th</sup> day of Feb 16, 19 74.

Ch. J. J. J.  
Notary Public, Kerr County, Texas

STATE OF TEXAS )

COUNTY OF KERR )

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared J. K. Looker and J. Lucille Looker, 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 \_\_\_\_\_ day of

\_\_\_\_\_, 19 \_\_\_\_.

Ch. J. J. J.  
Notary Public, Kerr County, Texas