

Item: **LIME CREEK SECTION TWO**

(Category: RESTRICTIONS)

Volume 5, Page 212, Plat Records of Kerr County, Texas; Volume 385, Page 44, 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.

Item: **LIME CREEK SECTION TWO**

(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 as per the Plat recorded in Volume 5, Page 212, Plat Records of Kerr County, Texas.
- c. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 385, Page 44, Real Property Records of Kerr County, Texas.
- d. Any visible and/or apparent roadways or easements over or across the subject property.
- e. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
06205 LIME CREEK SECTION TWO VOL. 385 PAGE 44

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 24th day of July, 1986, by E. R. KEITH and ROBERT E. KEITH, a Texas general partnership ("Declarant") as follows:

Recitals. Declarant is the owner of certain real property comprising 10.18 acres of land (herein called the "Property") known as LIME CREEK SECTION TWO, a subdivision of Kerr County, Texas, as reflected by the plat thereof having been recorded in Volume 5, Page 212, et seq., Plat Records, Kerr County, Texas, here referred to for all purposes.

Declaration. To carry out a uniform plan for the development of the Property for the benefit of all present and future Owners of Lots in the Property, Declarant hereby declares that the Property (and all lots contained therein) is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, (herein called "the Restrictions").

Restrictions

The Property (and each Lot situated therein) shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for one dwelling house to be occupied by one single family for single family residential purposes only. No commercial uses shall be made of any Lot.

Section 2. No Mobile Homes. There shall be no mobile homes, single or doublewide, placed on a lot regardless of whether said mobile home is intended for temporary or permanent use. The term "mobile home" (as used herein) shall include modular homes.

Section 3. Minimum Square Feet. Any residence constructed on a Lot shall contain no less than 1,500 square feet of heated and cooled living area, exclusive of porches, garages, and carports. Each such dwelling must have at least one full bath plus a half bath and double carport or double garage.

Section 4. Nuisances. Nothing shall (i) be done in any part of the Property, nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound-producing devices be used, which are an unreasonable annoyance or nuisance to the other Owners.

Section 5. Animals. No animals, livestock or poultry shall be kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

Section 6. Architectural Control. Any and all residences and other permanent outbuildings or accessory buildings must be approved by the Declarant in writing prior to beginning construction.

Section 7. Setbacks. The minimum depth of building setback lines from the roads fronting the Lots in the subdivision shall be not less than 35 feet and not less than 6 feet from side and rear Lot lines; no outbuilding shall be constructed within 75 feet from the front Lot line.

Section 8. Garbage and Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage.

Section 9. Vehicles; Parking. No house trailer, mobile home, tent trailer, motor home, recreational vehicle, other type of portable shelter (whether self-propelled or not), motorboat, houseboat or other similar water-borne vehicle may be parked, stored or kept on any street or on any parcel of the Property except in an enclosed garage thereon. No commercial vehicle, including, but not limited to, cars, trucks, tractor-trailers, or other similar vehicles shall be parked in any area of the subdivision nor shall any vehicle be parked for more than two (2) days in the dedicated street without Declarant's prior consent.

Section 10. Fences, Walls. All fencing shall be constructed of wood (cedar or redwood), chain link, or masonry. No fence shall be installed closer to the front curb than 35 feet from the front property line of the Lot.

Section 11. Masonry; No Prefabricated Construction. All construction must be conventional. All construction shall be new construction. No prefabricated buildings, mobile home, or modular home shall be permitted on any Lot. No pre-existing residences or garages located elsewhere shall be moved onto any Lot. Exterior walls of all residences must be 75% masonry.

Section 12. Hunting. No hunting is permitted on or within the Property.

Section 13. Temporary Structures. No temporary structure of any kind shall be erected or placed on any Lot, except porta-can or similar on-job toilet facilities during construction, which shall be required and shall be located away from any street. In no event shall any residential dwelling upon any Lot be occupied until it is has been fully completed in accordance with the plans approved by the Declarant. No trailer, basement, tent, shack or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 14. Oil and Gas/Timber. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. No timber or tree of any kind may be cut by any Owner on any Lot (except for construction as herein provided), without the express consent of the Declarant.

Section 15. Re-Subdivision. No Lot shall be further subdivided (except by Declarant).

Section 16. Sewer. All sewer facilities shall comply with all applicable rules, laws and regulations. No outside toilets will be permitted on any Lot, and no installation of any kind for disposal of sewage shall be allowed on any Lot which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, ditches or water bodies. No septic tank or sewage disposal system may be installed without the prior approval of the Declarant and the proper governmental authorities. All state, county and other governmental authorities (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

Section 17. Prosecution of Construction, Maintenance and Repairs. All construction, maintenance and repair work shall be prosecuted diligently from commencement until completed.

Section 18. Maintenance. No Lot or any improvement thereon shall be permitted to fall into disrepair. Each Lot shall be kept clean and mowed. Any building and structure thereon shall at all times be kept in good condition and repair, adequately painted or otherwise finished.

Section 19. Exemption for Purpose of Construction, Development and Sale. The Declarant shall have the right during the period of construction, development and sale, to grant reasonable and specifically limited variances from these restrictions.

Section 20. Utility Easement. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, water, telephone, power, gas and street lighting and drainage facilities and floodway easements over, under and across the Property) are reserved to, Declarant for itself, its successors and assigns along Lot lines. Declarant shall have the right to grant easements for such purposes over, under and across the Property during development of the Property.

Section 21. Streets and Roads. Streets and roads as reflected by the recorded Plat of the Property are hereby dedicated to the use of the general public, subject to the Restrictions.

Section 22. Duration. The Restrictions shall run with and bind the land, the Property, and every Lot in the Property. Every Lot shall be subject to this Declaration. The Restrictions shall inure to the benefit of and be enforceable by the Declarant and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then Owners of a majority in number of the total Lots in the Property, has been recorded prior to the expiration of any such 10 year period, agreeing to abolish or amend said Restrictions in whole or in part; provided, however, that no such instrument abolishing or amending said Restrictions shall be effective unless made and recorded ninety (90) days in advance of the effective date thereof.

Section 23. Enforcement. Enforcement of these restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 24. Disputes and Attorney Fees. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provision of this Declaration, shall be determined by the Declarant, which determination shall be final and binding upon all Owners. In event of litigation to enforce or construe any portion of this Declaration, the prevailing party shall be entitled to reasonable attorney's fees and court costs incurred thereby.

Section 25. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on this 24th day of July, 1986.

DECLARANT:

E. R. Keith
E. R. KEITH

Robert E. Keith
ROBERT E. KEITH

THE STATE OF TEXAS §

THE COUNTY OF KERR §

This instrument was acknowledged before me on this 24th day of July, 1986, by E. R. KEITH and ROBERT E. KEITH.

Edgar A. Wallace
Notary Public, State of Texas
My Commission Expires: 6/10/89
Edgar A. Wallace
(Type or Print Name of Notary) State of Texas

FILED FOR RECORD

at 4:02 o'clock P. M.

JUL 25 1986

PATRICIA DYE

Dist County Court, Kerr County, Texas
By Shirley G. McLean, Deputy

FIDELITY ABSTRACT AND TITLE CO.
Ph 896-4311 Kerrville, Texas

