

created 12-18-06

Item: FAWN VALLEY ESTATES

(Category: RESTRICTIONS)

Volume 87, Page 386 and Volume 106, Page 12, Deed Records of Kerr County, Texas; Volume 2, Page 95, Plat Records of Kerr County, Texas; Volume 113, Page 164, Deed Records of Kerr County, Texas; (as per Lots 39 -56 only add Volume 3, Page 22, Plat 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: FAWN VALLEY ESTATES

(Category: Subdivisions)

- a. Easement to Texas Power & Light Company, dated December 4, 1929, recorded in Volume 51, Page 187, Deed Records of Kerr County, Texas.
- b. Easement and Right of Way to Texas Power & Light Company, dated December 14, 1937, recorded in Volume 61, Page 50, Deed Records of Kerr County, Texas.
- c. Easement to L.C.R.A., dated September 1, 1947, recorded in Volume 1, Page 21, Easement Records of Kerr County, Texas.
- d. Easement to L.C.R.A., dated August 22, 1947, recorded in Volume 1, Page 22, Easement Records of Kerr County, Texas.
- e. Easement to L.C.R.A., dated August 16, 1951, recorded in Volume 2, Page 486, Easement Records of Kerr County, Texas.
- f. Utility easements and Building Set Back Lines as shown on the Plat recorded in Volume 2, Page 95, Plat Records of Kerr County, Texas.
- g. Building Set Back Lines as per the Restrictions recorded in Volume 113, Page 164, Deed Records of Kerr County, Texas.
- h. Easement to L.C.R.A., dated January 3, 1967, recorded in Volume 4, Page 440, Easement Records of Kerr County, Texas. (AS PER LOTS 57 THROUGH 65)
- i. Easement to the Kerrville Telephone Company dated December 1966, recorded in Volume 4, Page 446, Easement Records of Kerr County, Texas. (AS PER LOTS 48-56 ONLY)
- j. Easements per replat recorded in Volume 3, Page 22, Plat Records of Kerr County, Texas. (AS PER LOTS 39 - 56 ONLY)
- k. Any visible and/or apparent roadways or easements over or across the subject property.
- l. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

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THAT I, Mrs. Arthur Real, a widow of the County of Bexar, State of Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations; to me in hand paid by Victor Real, the receipt of which is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Victor Real of the County of Kerr, State of Texas all that certain tract or parcel of land out of original Sur. #397, Charles Veich, situated in Kerr County, Texas, about 5 miles South 10 deg. West of Kerrville its county seat, described by metes and bounds as follows:

BEGINNING at a point in the Southeast line of said Sur. #397, at its intersection with the center line of Turtle Creek, this point being 578.5 vrs. North 45 deg. East from the South corner of said Sur. #397; THENCE North 45 deg. East 45 vrs. to a stake on top of a bluff; THENCE North 4 deg. 50' West 117.5 vrs. to a stake set for the Northeast corner of this tract; THENCE South 87 deg. 45' West 33 vrs. to the center line of Turtle Creek; THENCE down the creek with its meanders, South 4 deg. 20' East 148 vrs. to the place of BEGINNING. This tract containing 0.8 acre of land. Var. 10"E.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Victor Real, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Victor Real, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Kerrville, Texas this \_\_\_\_ day of January, A. D. 1950.

Mrs. Arthur Real, a widow

THE STATE OF TEXAS |

COUNTY OF BEXAR | BEFORE ME, a Notary Public, in and for Bexar County, Texas, on this day personally appeared Mrs. Arthur Real, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 18 day of January, A. D. 1950.

( S E A L )

D. D. Parker  
Notary Public, Bexar County, Texas.

Filed for record at 2:10 o'clock P. M. Jan. 20, 1950.

Recorded at 8:15 o'clock A. M. Jan. 23, 1950.

Lawrence Stephens County Clerk

(vv)  
By Vada Walters Deputy

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WARRANTY DEED

THE STATE OF TEXAS |

THE COUNTY OF KERR |

KNOW ALL MEN BY THESE PRESENTS:

That I, Pattie R. Starkey, a widow, of the County of Kerr, State of Texas, for and in consideration of the sum of ten dollars and other good and valuable consideration to me in hand paid by B. D. Powell, the receipt and sufficiency of which is hereby acknowledged and confessed; and the further consideration that the property hereinafter described and conveyed, nor any part thereof, shall not be used by grantee, his heirs or assigns for keeping or treating for profit persons afflicted with tuberculosis or any contagious or infectious diseases; that neither grantee, his heirs or assigns shall not conduct, maintain or operate any business on the property hereinafter described or any part thereof for a slaughter house, sanitorium, junk yard, filling station, night club, heavy industry or for the sale of liquor or beer or for any other purpose in which the business may be obnoxious, offensive or a nuisance to the public in the locality where the property is situated and to the public generally; that neither grantees, his

E.M.  
V.W.  
87/386

heirs or assigns shall not erect any building to be used as a dwelling upon the property to cost less than five thousand dollars (\$5,000.00) to erect; HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said B. D. Powell, of the County of Kerr, State of Texas, all that certain tract or parcel of land lying and being situated in Kerr County, Texas, and described as:

Being out of the North or upper 1/3 of original Survey 120, Walter Fongate, about 1 mile N. 45 W. of Kerrville, described as:

BEGINNING at an iron stake in the S.E. line of Kerrville to Harper Road set 1014.8 feet N. 45 E. from the North corner of that tract of land conveyed to Scott Schreiner by deed recorded in Volume 45, page 505, Deed Records of Kerr County; THENCE S. 45 deg. 35 min. E. 780 feet to an iron stake in fence line, set for the East corner of this tract; THENCE S. 45 W. 441 feet to a fence corner set for the South corner of this tract; THENCE N. 44 deg. 27 min. W. 780 feet to a fence corner in the S. E. line of the Kerrville-Harper Road; THENCE N. 45 E. 425.5 feet to the place of BEGINNING. This tract containing 7.75 acres of land. Variation ten degrees East.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said B. D. Powell, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said B. D. Powell, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Kerrville, Texas, this 20th day of January, A. D. 1950.

(Revenue stamps \$4.40 cancelled)  
(1-20-50----- P.R.S. )

Pattie R. Starkey

THE STATE OF TEXAS |

THE COUNTY OF KERR | BEFORE ME, the undersigned authority, on this day personally appeared Pattie R. Starkey, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, A.D. 1950.

( S E A L )

Ayleene Wharton  
Notary Public, Kerr County, Texas.

Filed for record at 4:50 o'clock P. M. Jan. 20, 1950.

Recorded at 8:35 o'clock A. M. Jan. 23, 1950.

*E.M.*  
*V.K.* Laurence Stephens County Clerk

(vn)  
By Vada Walton Deputy

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THE STATE OF TEXAS |

WARRANTY DEED V/L

COUNTY OF KERR |

KNOW ALL MEN BY THESE PRESENTS:

That we, Alfred Rahe and wife, Tillie Rahe of the County of Kerr State of Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to us paid, and secured to be paid, by Marlin W. Faught and wife, Elsie M. Faught as follows:

FIRST: The sum of TEN & NO/100 (\$10.00) DOLLARS and other good and valuable consideration in cash, the receipt of which is hereby acknowledged and confessed; AND

SECOND: The further consideration of the execution and delivery by the said Marlin W. Faught and wife, Elsie M. Faught of their one certain vendor's lien note in the principal sum of Six Thousand Nine Hundred Fifty & No/100 (\$6,950.00) Dollars, bearing interest at the rate of four (4) percent per annum, and payable to the order of T. J. Bette Company, of Houston, Harris County, Texas, ON DEMAND, have Granted, Sold and Conveyed, and by these presents do Grant, Sell

is here made for all purposes.

It is expressly agreed and understood that by this conveyance it is intended only to convey the lands hereinabove described, and no improvements, and Grantor reserves unto herself, the small four room frame house belonging to her, now situated on said premises, and shall have a period of six (6) months in which to remove the same from the premises from date hereof.

It is also expressly understood that Grantee herein, the said Juan Trevino agrees to assume and pay all delinquent and current taxes assessed against the property hereinabove described, and by the acceptance of this deed does agree to assume and pay said taxes, as his personal obligation.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Juan Trevino, his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said JUAN TREVINO, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS out hands at Kerrville, Texas this 22nd day of September A. D. 1959.

Josephine Trevino Piaz

George Piaz proforma

THE STATE OF TEXAS     |

COUNTY OF KERR         |

Before me, the undersigned authority a Notary Public in and for Kerr County, Texas, on this day personally appeared George Piaz and Josephine Trevino Piaz, wife of said George Piaz, 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, and the said Josephine Trevino Piaz, wife of the said George Piaz, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Josephine Trevino Piaz, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 22nd day of September A. D. 1959.

SEAL

Carrie Schilling  
Notary Public, Kerr County, Texas

Filed for record September 22, 1959 at 2:30 o'clock P. M.  
Recorded September 23, 1959 at 11:35 o'clock A. M. (ms)  
Volume 106, page 11  
EMMIE M. HUNKER, County Clerk

By Wm. E. Lee Smith Deputy.

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WARRANTY DEED WITH V/L

THE STATE OF TEXAS     |

COUNTY OF KERR         |

KNOW ALL MEN BY THESE PRESENTS:

That we, B. D. POWELL and wife, LORENE POWELL, of the County of Kerr, State of Texas, for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, and other good and valuable consideration in cash to us paid, by SUNSET ESTATES, INC., the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of its one Vendor's Lien Note dated evenly herewith, in the principal amount of \$11,500.00, bearing 6% interest per annum, payable to the order of B. D. Powell in monthly installments of \$100.00 or more each, including interest, the first such installment being due and payable on or before the 3rd day of October, 1959, a like installment being due and payable on or before the 3rd day of each and every month thereafter until said principal amount and all

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interest thereon are fully paid, said note providing for acceleration of maturity and 10% attorney's fees in the event of default, also providing for partial releases as therein stated, and being additionally secured by Deed of Trust of even date herewith, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said SUNSET ESTATES, INC., of the County of Gillespie, State of Texas all that certain real estate, lying and being situated in Kerr County, Texas, to-wit:

11.75 acres of land, more or less, out of and part of the upper 1/3 of Survey No. 120, in the name of Walter Fosgate, and consisting of two tracts as follows:

1st tract: 4 acres of land out of said Survey No. 120, and the identical property conveyed to B. D. Powell by Henry Lewis by deed recorded in Vol. 87, page 345, Kerr County Deed Records; and,

2nd tract: 7.75 acres of land out of said Survey No. 120, and the identical property conveyed to B. D. Powell by Pattie R. Starkey by Deed recorded in Vol. 87, page 386, Kerr County Deed Records, which said deeds and the record thereof are here incorporated by reference for all material purposes.

This conveyance is made and accepted subject to easements for electrical utility purposes, and to the restrictive covenants appearing in the chain of title thereto.

Grantors agree that the Grantee, its successors or assigns may subdivide, dedicate streets to the public use and restrict the property hereby conveyed without the consent or joinder of Grantors, their heirs or assigns, so long as said property is subdivided into not less than twenty-five (25) lots.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said SUNSET ESTATES, INC., its successors and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said SUNSET ESTATES, INC., its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Witness our hands at Kerrville, Texas this 3rd day of September, A. D. 1959.

(Revenue Stamps \$15.40 Cancelled)  
( 9-23-59 BDP LP )

B. D. Powell

Lorene Powell

THE STATE OF TEXAS |

COUNTY OF KERR |

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared B. D. POWELL and LORENE POWELL his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said LORENE POWELL, wife of the said B. D. POWELL having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said LORENE POWELL acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of September, A. D. 1959.

SEAL

Robert L. Schmerbeck, Jr.  
Notary Public, Kerr County, Texas  
My Commission Expires June 1, 1961

Filed for record September 23, 1959 at 2:35 o'clock P. M.  
 Recorded September 23, 1959 at 4:25 o'clock P. M. (ms)  
 Volume 106, page 12  
 EMILIE M. MUMFORD, County Clerk

By Mary Ellen Smith Deputy <sup>sh</sup> <sub>ms</sub>

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WARRANTY DEED WITH V/L

THE STATE OF TEXAS I  
 COUNTY OF KERR I

KNOW ALL MEN BY THESE PRESENTS:

That we, Arthur C. Martin and wife, Johnnie Mae Martin of the County of Bell, State of Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to us paid, by Gordan S. Rutt and wife, Lucile P. Rutt, the receipt whereof is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said Grantees of their one Vendor's Lien Note in the principal amount of \$3,300.00, bearing interest at the rate of 6% per annum, dated evenly herewith, payable to the order of Arthur C. Martin in monthly installments of \$100.00 or more each, plus said interest, the first of said installments being due and payable on or before the 15th day of October, 1959, a like installment being due and payable on or before the 15th day of each and every month thereafter until said note and all interest thereon are fully paid, said note providing that it may be fully prepaid at any time without penalty and also providing for the usual 10% attorney fees and for acceleration of maturity in the event of default, and being additionally secured by Deed of Trust of even date therewith, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Gordan S. Rutt and wife, Lucile P. Rutt of the County of Jefferson, State of Texas all that certain tract or parcel of land, situated in Kerr County, Texas, on the waters of the Guadalupe River, about 9 miles West of Kerrville, its county seat, and being 0.81 acre out of Survey No. 678, W. S. Fessenden and 7.8 acres out of Survey No. 1353, J. Gregg, and being described by metes and bounds as follows, to-wit: BEGINNING at a stake on the N. bank of the Guadalupe River set 755 feet S. and 1937 feet W. of the S. E. corner of said Survey No. 1353, J. Gregg; THENCE S. 64 deg. 30' E. 185 feet and N. 41 deg. 42' E. 218 feet with the bank of said river to stake for corner; THENCE N. 2 deg. 55' E. 1303 feet to a fence corner in the South line of the P. Faires tract out of Survey No. 678, W.S. Fessenden; THENCE N. 81 deg. 07' W. 210 feet to a fence corner; THENCE S. 66 deg. 01' W. 15 feet to a stake for corner; THENCE S. 3 deg. 20' W. 491.5 feet and S. 5 deg. 25' W. 219 feet to stake in the N. right-of-way line of Texas State Highway No. 39; THENCE with said right-of-way line S. 87 deg. 09' W. 40.5 feet to stake for corner; THENCE S. 5 deg. 25' W. 708 feet to the place of BEGINNING, containing 8.61 acres of land, and being the identical property conveyed to the undersigned by The Leonard B. Brown Company by deed of record in Vol. 80, page 427, Kerr County Deed Records.

This conveyance is made and accepted subject to the restrictions set out in that certain conveyance recorded in Vol. 80, page 427, Kerr County Deed Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Gordan S. Rutt and wife, Lucile P. Rutt, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Gordan S. Rutt and wife, Lucile P. Rutt, their heirs and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this

RESTRICTIONS  
FAWN VALLEY ESTATES  
KERR COUNTY, TEXAS

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THE STATE OF TEXAS ]  
COUNTY OF KERR ]

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Scotch Investment Company, a Texas Corporation, hereinafter referred to and identified as "Owners," are the owners of tracts of land situated in Kerr County, Texas, said tracts of land comprising all of the land which has been subdivided as FAWN VALLEY ESTATES, a plat of said subdivision having been filed for record in Volume 2, Page 37 of the Map Records of Kerr County, Texas; and

WHEREAS, it is deemed to be to the best interests 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 improvements and development of the lots covered as a highly restricted and modern subdivision.

NOW, THEREFORE, we, Owners, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on Owners and all persons acquiring title under it until January 1, 2002, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten [10] years unless and until by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owners, or any of their respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

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

1. Land Use: Except as herein noted, no lot shall be used for anything other than single family residential purposes. The term "residential purposes," as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three [3] cars. On lots one and two there may be a sales office operated in connection with the development of the subdivision.
2. Signs: No sign of any kind shall be displayed, erected, or maintained on any residential lot except one sign of not more than five [5] square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale, or signs used by Scotch Investment Company in connection with the development of Fawn Valley Estates.
3. Animals: No animals, livestock, or poultry of any kind shall be bred, raised, or kept on any lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial or food producing purpose..
4. Legal and Noxious Use: No premises or any part thereof shall be used for illegal or immoral purposes. Nothing shall be done upon any premises that may be or become obnoxious to

the occupants or owners of any other premises by reason of smoke, odor, noise, fumes, vapors, glare, radiation, vibration, or unsightliness.

5. Other Buildings: No house trailer, truck body, basement, tent, shack, garage, barn, or other out building shall at any time be used as a residence, nor shall any residence of any temporary character be permitted.

6. Temporary Buildings: No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements; and at completion of construction, the temporary building must be removed immediately. No such temporary building shall be used for residential purposes during construction. All buildings constructed upon residential lots shall be completed within a reasonable time.

7. Garages and Servant's Quarters: No garage apartment and detached garages of more than one story shall be permitted. Living quarters on a residential lot for other than the family occupying the principal residence may be used only for bona fide servants, and such living quarters shall be within or attached to the main residence or may be attached to a detached garage if on the ground level. Any servant's quarters attached to the main residence shall be attached to the rear of same.

8. Septic Tanks and Water Supply: No outside toilets or septic tanks will be permitted, and no private water wells or water supply will be permitted.

9. Approval by Architectural Control Committee: No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after the original construction on any lot until construction plans and specifications and plans showing the location of the structure have been submitted to and approved in writing by the Architectural Control Committee as hereinafter constituted. Such approval shall include exterior design, type and quality of materials to be used, colors to be applied to the exterior of the structure, and location with respect to topography and finished grade elevation.

10. Lot Size: No dwelling shall be erected or placed on any lot having a width of less than forty five [45] feet at the minimum setback from the front lot line nor shall any building be erected or placed on any lot having an area of less than eight thousand [8,000] square feet.

11. Old buildings and Used Materials: No structure shall be moved into any residential lot and no used lumber shall be used in connection with the construction of a dwelling on any lot.

12. Rentals: Renting to roomers or to a second family occupying the premises is prohibited.

13. Direction of Dwelling and Set Backs: All improvements shall be constructed on the lot so as to front upon the street which such lot faces and no improvement including any building or part thereof, eaves, cornices, or overhangs shall extend beyond the minimum building set back line at the front of the lot. The Architectural Control Committee shall reserve the right to designate the direction in which improvements on any corner lots shall face, and such decisions shall be made bearing in mind the best general appearance of that immediate section. Dwellings on corner lots shall have a presentable frontage on all streets to which that particular lot is adjacent.

14. Antenna: No television or radio antenna shall be erected or maintained at the front of any dwelling. No radio, aerial wires nor guy wires for antenna shall be maintained on any portion of a lot forward of the front building line of said lot.

15. Front Yards: The area of the lot at the front of a dwelling, shall be maintained so as to be an aesthetic asset to the dwelling. This area, known as the front yard extends the full width of the lot between the dwelling and the street. The front yard shall not be used for

vegetable gardening, nursery, or any purpose other than as a maintained grass lawn with shrubbery, ornamental trees and flowers as normally constitute the base planning and landscaping of a dwelling. Within the front yard shall not be regularly kept, stored, or parked any vehicle other than the private passenger automobiles owned and used by an occupant of the dwelling upon the lot, which vehicles shall not be parked, kept or stored except upon the surfaced driveway that serves the garage.

16. Maintenance of Lots: No owner of any lot, either vacant or improved shall be permitted to let such lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of twelve [12] inches in height.

17. Obstructions: No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two [2] and eight [8] feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five [25] feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight angle limitations shall apply to any lot within ten [10] feet from the intersection of a street right of way line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such sight distance of such intersections unless the foliage line is maintained at a height of not less than eight [8] feet above the roadway.

18. Easements: The use of easements as shown on the recorded plat is granted to the public and to the utility companies as set forth on said plat for the purposes of drainage, sanitary and storm sewer lines, the location of gas, water, electrical and telephone lines and conduits, and the maintenance thereof. Within those 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.

19. Other Improvements: No walls or hedges shall be constructed between the building set back line exceeding six and one-half [6-1/2] feet in height along any side lot line. No outbuilding shall exceed in height the dwelling to which it is appurtenant. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

20. Storage of Materials: Storage of any type or kind of material or products is prohibited upon all lots except that building material may be placed or stored upon a lot when the builder is ready to commence improvements and then such materials shall be placed within the property lines of the lot or parcel of land upon which improvements are to be erected, and shall not be placed in the street or between the pavement or property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets, or easements. All such material, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

21. Mining: No quarrying or mining operations or mineral extractions of any kind shall be permitted upon or in any lot, nor shall any type of wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or other structure designed for drilling shall be erected, maintained, or permitted upon any lots.

22. Garbage Cans: No garbage cans or refuse containers shall be placed or permitted to remain at the front of a dwelling either within the street or upon the lot except upon those days scheduled for garbage and refuse collection by a public agency or a privately contracted collector. Subsurface garbage containers shall be permitted if approved by the Architectural Control Committee.

23. Dumping: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

24. Driveways: Every dwelling shall have either an attached or detached garage and a driveway surfaced with either concrete, brick or similar paving material. Any other surfacing material must be approved by the Architectural Control Committee.

25. House Foundations: House foundations must be so constructed that there is no visible opening [other than the necessary vents] between the floor of the house and the ground.

26. Building Set Back Lines: No dwelling or outbuilding on a residential lot shall be closer to the front line than twenty-five [25] feet or the building line shown upon the plat of said subdivision, whichever may be the greater. On interior lots no dwelling or outbuilding shall be closer than five [5] feet to a side lot line. On corner lots no dwelling or outbuilding shall be closer than ten [10] feet or the building shown upon the plat of said subdivision whichever may be the greater, to the street forming the side lot line of the lot. No dwelling shall be closer than twenty [20] feet to the rear lot line, except where a variance, because of the shape of the lot, may be granted by the Architectural Control Committee. The right shall be reserved by the Architectural Control Committee to increase the set back restrictions in the case of unusual or irregular shaped lots where same shall seem to be required for the best appearance of the immediate section.

27. Exterior Material: All dwellings in this section must have not less than twenty [20] per cent of the area of their exterior walls covered with brick, masonry [masonry is not to be construed as including unpainted concrete blocks or common clay tiles], Austin Stone, or similar material, except where the use of wood or glass will produce an equal or better appearance, which variation shall be at the discretion of the Architectural Control Committee. No asbestos shingle siding shall be permitted as an exterior siding on any dwelling.

28. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand [1,000] square feet.

29. Architectural Control Committee: The Architectural Control Committee is composed of Latane Temple, Shelton W. Boyce, Jr. and Rex McElroy. A majority of the Architectural Control Committee may designate a representative to act for it in all matters arising under these restrictions. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining member or members shall have full right and authority to fill the vacancy or vacancies on the committee. All such appointments and designations of persons as successors to the Architectural Control Committee or as a representative of the Committee shall be made in writing and filed for recording in the office of the County Clerk of Kerr County, Texas. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee or its representative shall have failed to approve or disapprove any design or location within thirty [30] days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations shall have been commenced prior to completion thereof, such approval shall not be required and these requirements shall be deemed to have been

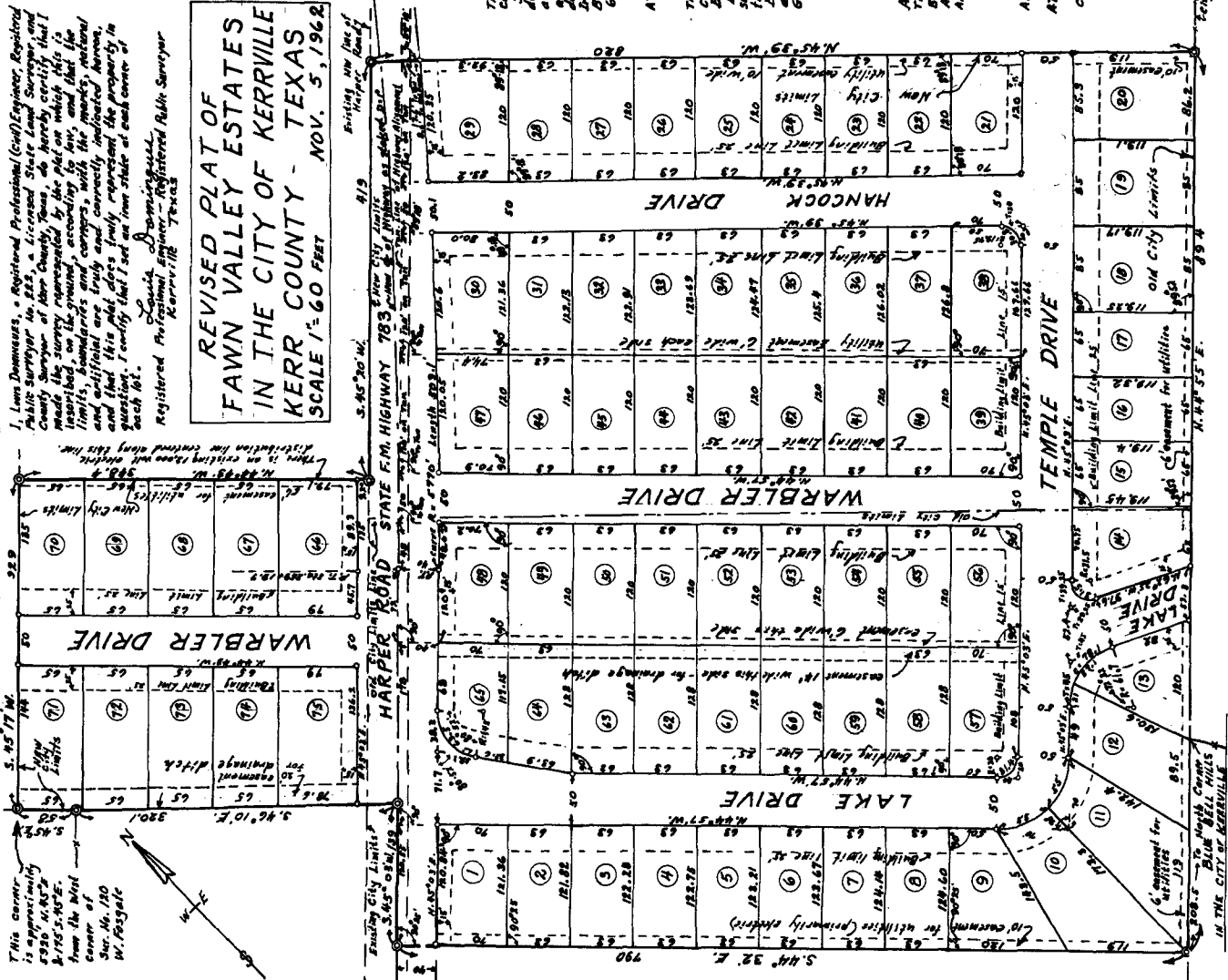


I, Louis Dammicus, a Registered Professional (Civil) Engineer, Registered Professional Surveyor in State of California, State of Survey No. 8096, County of Contra Costa, do hereby certify that I made the survey represented by the plat on which this is inserted, on the ground, according to law, and that the limits, boundaries and corners, with the marks, natural and artificial are truly and correctly indicated herein, and that this plat does fully represent the property in question. I testify that I am an "inn state at each corner of section 16".

L. Dammicus

James D. Montgomery  
Registered Professional Engineer - Registered Public Surveyor  
Kerrville Texas

REVISED PLAT OF  
FAWN VALLEY ESTATES  
IN THE CITY OF KERRVILLE  
KERR COUNTY - TEXAS  
SCALE 1"=60 FEET  
NOV. 5, 1962



ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 118, PAGE 164, DEED RECORDS OF KERR COUNTY. THIS REVISED PLAT SUPERSEDES AND REPLACES THE ORIGINAL PLAT OF FAWN VALLEY ESTATES AS RECORDED VOL. 2 PAGE 87, AND THE SAID ORIGINAL PLAT IS HEREBY VOIDED.

**CERTIFICATE OF AUTHENTICATION AND DEDICATION**

**THE STATE OF TEXAS,**  
**COUNTY OF HARRIS }** Know all men by these presents, that **TEMPLE BUILDERS SUPPLY INC.**, a Texas corporation, being the owner of the herein described tract of tracts of land known as **FAWN VALLEY ESTATES**, does hereby adapt said plot wherein this is incorporated as a subdivision of Kerr County and located in the City of Houston, Texas, to the **LATANE TEMPLE BUILDERS SUPPLY INC.**, its heirs, assigns and legal representatives, and more persons whom it, LATANE TEMPLE BUILDERS SUPPLY INC., have officed my hand at Houston, Texas, this 6<sup>th</sup> day of Nov. A.D. 1962.

ATTEST John R. Nagle  
JOHN NAGLE, SECRETARY

**THE STATE OF TEXAS**

Before me, the undersigned authority, on this day personally appeared LATAJE, TEMPLE, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same as the act and deed of TEMPLE BUILDERS SUPPLY INC. as President thereof and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6th day of Nov., A.D. 1962

Betty L. Sutton  
Notary Public, Harris County, Texas  
My Commission Expires June 1, 1993

APPROVAL BY THE CITY OF MERRVILLE :-  
THIS PLAN OF FAWN VALLEY ESTATES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERRVILLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.  
APPROVED BY PLANNING AND ZONING COMMISSION ON THE EIGHTH DAY OF NOV. AD 1963

APPROVED FOR THE CITY OF KERRVILLE ON THE 29<sup>TH</sup> DAY OF  
E.C. PARKER JR. CHARTMAN  
NOV., A.D. 1968

ATTEST Shirley  
 J. R. VOLKEL  
 CITY MANAGER, CITY OF KERRVILLE

C. R. TOLER  
 C. R. TOLER, Mayor

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, on the  
 7th day of Dec., A.D. 1963 by ORDER NO. 5316 of said Court, and was  
 filed for record on the 10th day of Dec., A.D. 1963 at 2:00 o'clock P.M.,  
 and recorded on the 14th day of Dec., A.D. 1963 at 2:15 o'clock P.M.  
 in Volume 2 at Page 98 of the Plat Records of Kerr County, Texas

Benjamin M. Effenbarger  
 Frankie W. Muchler  
 County Clerk of Kerr County, Texas

City limits

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