

Item: **LINDA VISTA ESTATES**

(Category: RESTRICTIONS)

Volume 4, Page 1, Plat Records of Kerr County, Texas; Volume 171, Page 52, 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.

Item: **LINDA VISTA ESTATES**

(Category: Subdivisions)

- a. Easement dated May 6, 1947 to L.C.R.A., recorded in Volume 82, Page 138, Deed Records of Kerr County, Texas.
- b. Easement dated July 31, 1950 to Lone Star Gas Company, recorded in Volume 1, Page 397, Easement Records of Kerr County, Texas.
- c. Easement dated March 6, 1959 to L.C.R.A., recorded in Volume 104, Page 467, Deed Records of Kerr County, Texas.
- d. Easements as per the Plat recorded in Volume 4, Page 1, Plat Records of Kerr County, Texas. (AS PER LOTS 1-9, 13 & 14, 17-20, 22 ONLY)
- e. Building Set Back Line as per the Plat recorded in Volume 4, Page 1, Plat Records of Kerr County, Texas.
- f. Building Set Back Lines as per the Restrictions recorded in Volume 171, Page 52, Deed Records of Kerr County, Texas.
- g. Easement dated March 12, 1976 to Kerrville Telephone Company and L.C.R.A., recorded in Volume 8, Page 761, Easement Records of Kerr County, Texas. (AS PER LOTS 6-9, 11, 12, 17-20, 22 ONLY)
- h. Any visible and/or apparent roadways or easements over or across the subject property.
- i. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

STATE OF TEXAS:
COUNTY OF KERR:

I, William P. Clarkson, hereby certify that I am the owner of the property shown and described herein and that I adopt this plan of subdivision with my free consent, establish the minimum building restrictions in this as noted.
This 10th day of December, 1973.

William P. Clarkson
WILLIAM P. CLARKSON, OWNER

STATE OF TEXAS:
COUNTY OF KERR:

Before me, the undersigned authority, on this day personally appeared, William P. Clarkson, 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 for the purposes and consideration therein expressed and in the capacity stated.
Given under my hand and seal of office this 22nd day of December, 1973.

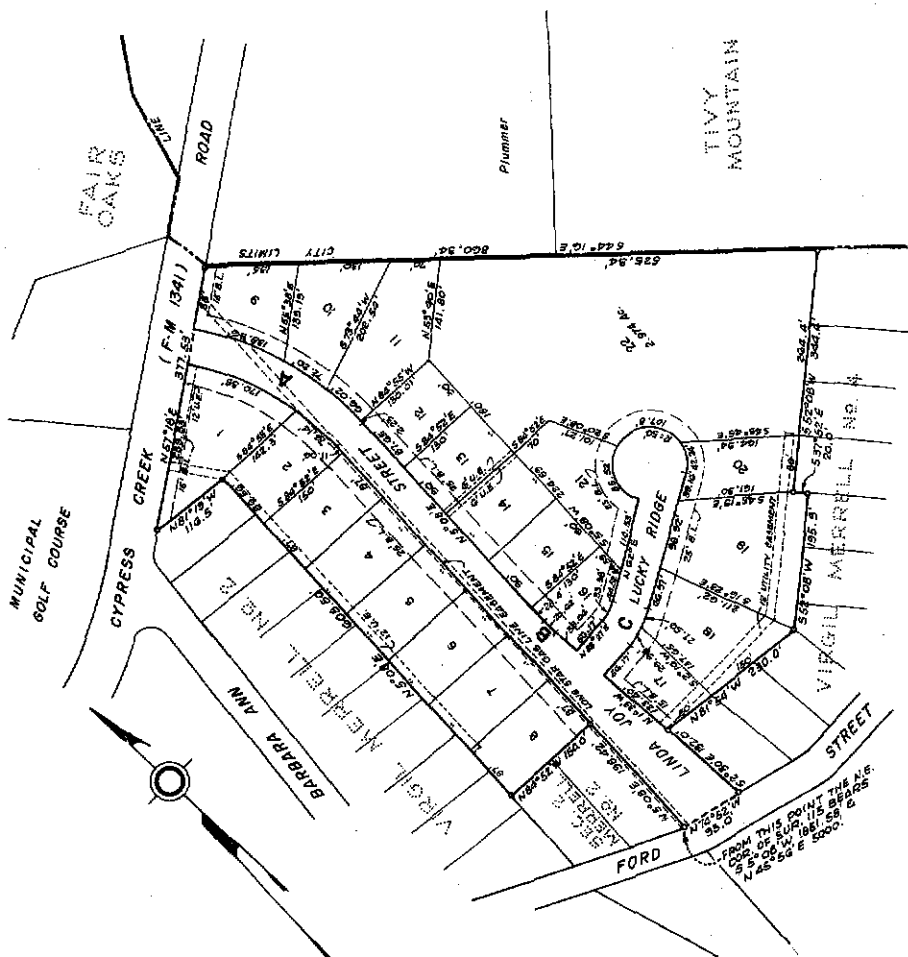
Baron B. Floyd
BARON B. FLOYD, REGISTERED
PUBLIC SURVEYOR, KERR COUNTY, TEXAS

I, Baron B. Floyd, Registered Public Surveyor, hereby certify that this plat was prepared from a survey made by me on the ground, and that said plat was prepared at all lot corners in accordance with the Subdivision Ordinance of the City of Kerrville, Texas.
This 11th day of December, 1973.

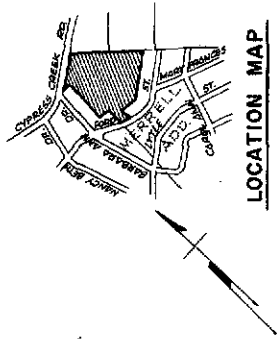
Baron B. Floyd
BARON B. FLOYD, REGISTERED
PUBLIC SURVEYOR, KERR COUNTY, TEXAS

I hereby certify that the subdivision plat shown herein has been found to comply with the Subdivision Regulations for Kerrville, Texas, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Registrar.
This 25th day of February, 1974.

P. H. T. Tally
CHAIRMAN, PLANNING COMMISSION



CURVE DATA	INNER				CENTERLINE				OUTER			
	Δ	R	L	T	Δ	R	L	T	Δ	R	L	T
A	115°50'	97.64	375	260.56	115°50'	400	260.56	400	115°50'	400	260.56	400
B	115°50'	97.64	375	260.56	115°50'	400	260.56	400	115°50'	400	260.56	400
C	115°50'	97.64	375	260.56	115°50'	400	260.56	400	115°50'	400	260.56	400



LINDA VISTA ESTATES

A SUBDIVISION OF 12.058 ACRES OUT OF THE THOS. HAND SURVEY NO. 115, A-193, KERRVILLE, IN KERR COUNTY, TEXAS.

William P. Clarkson - Kerrville, Texas - OWNER
Baron B. Floyd, Registered Public Surveyor

Scale: 1" = 100'
Graphic Scale: 0 100 200 300 400 500 FT.
Dec. 1973

APPROVED by the COMMISSIONERS COURT of Kerr County, Texas on the 27th day of February, 1974, by Order No. 12422 of said court. Filed for record on the 27th day of February, 1974 at 10:00 o'clock A.M., and recorded on the 27th day of February, 1974 at 12:25 o'clock P.M. in Volume 4 of the Plat Records of Kerr County, Texas.

Emmie M. Muenker
EMMIE M. MUENKER, CLERK OF THE COUNTY COURT OF KERR COUNTY, TEXAS.

6857 LINDA VISTA ESTATES

THE STATE OF TEXAS)
 : KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KERR)

THAT I, WILLIAM P. CLARKSON, hereinafter called GRANTOR, being the owner of that certain 12.058 acre tract of land, more or less, being out of the Thos. Hand Survey No. 115, Abstract No. 193, Kerr County, Texas, which has heretofore been platted into that certain Subdivision known as LINDA VISTA ESTATES, according to the plat of said Subdivision filed for record in the office of the County Clerk of Kerr County, Texas, on the 27th day of February, 1974, Plat Records of Kerr County, Texas, recorded in Vol. 4 , page 1 , and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential lots in said LINDA VISTA ESTATES, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in LINDA VISTA ESTATES, and each contract or deed which may be hereafter executed with regard to any of the residential lots in said LINDA VISTA ESTATES, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the street and road to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in GRAN-

TOR the following rights, titles and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed and other conveyance executed or to be executed by or on behalf of GRANTOR in the conveyance of said property or any part thereof:

1.

GRANTOR reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Kerr County, Texas, or incorporated in the deed from GRANTOR conveying the site to be so restricted or subjected to such easement or right-of-way.

2.

The street and road as shown on said map or plat are hereby dedicated to the use of the public.

3.

No lot shall be used for anything other than family residential purposes.

4.

No residential lot, as shown upon the plat, shall be further divided or altered except that two or more lots may be combined for a single dwelling. Save and except Lot 22 which may be further divided by the owner thereof and subject to Paragraph 8 below.

5.

No poultry or livestock shall be kept upon such premises.

6.

No dwelling shall be constructed which contains less than 1250 (one thousand two hundred fifty) square feet, exclusive of porches

and garages, that such dwelling will have at least 1-1/2 (one and one-half) bath and double carport.

7.

Dwelling shall be constructed no nearer than 25 (twenty five) feet from the street upon which said lot fronts, not less than 6 (six) feet from side property lines, no more than 1 (one) residence shall be built on any one lot without the written consent of GRANTOR being had thereto.

8.

Plan and building to be approved by GRANTOR in writing, construction of dwelling must be conventional (no prefabricated structure to be used) with exterior wall of 75 (seventy five) per cent masonry.

9.

No fence can be erected closer to the curb than the 35 (thirty five) feet from front property line; fences must be constructed of wood (cedar or redwood), chain link or masonry.

10.

No house trailer or mobile home shall be parked, placed or left standing on any part of said premises or adjacent street; tent trailer, camper or any other type of portable shelter commonly pulled by passenger car or carried upon or pulled by pickup, parked on premises shall be no closer than 6 (six) feet of lot line or 75 (seventy five) feet of front property line and must be neat in appearance and concealed.

11.

Lot purchased without intent of construction must be kept clean and orderly, must not be used for storage or parking of any type of vehicle or equipment.

The construction of any dwelling upon the hereinbefore described property is to conform with the building code for the City of Kerrville, Texas

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, his successors and assigns, and all persons or parties claiming under him, for a period of twenty five years from the date hereof, at which time he shall be automatically extended for a successive period of ten years each, unless prior to the expiration of such ten year period the then owners of a majority of lots in LINDA VISTA ESTATES shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

If the GRANTOR herein, or any of his successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

In the event any one, or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid, by reason of abandonment, waiver or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or

maintenance charges set out herein, which shall remain in full force and effect.

. EXECUTED this the 27th day of February, 1974.

William P. Clarkson
William P. Clarkson

THE STATE OF TEXAS X

COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM P. CLARKSON, 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 the 27th day of February , 1974.

FILED FOR RECORD

at 12:55 o'clock P.M.

FEB 28 1974

Emmie M. Muenker,
Clerk County Court, Kerr County, Texas

By Paul M. Ewen, Deputy

Nancy L. Sigala
Nancy L. Sigala
Notary Public in and for Kerr County, Texas

Filed for record February 28, 1974 at 12:55 o'clock P. M.

Recorded March 5, 1974

EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy