

03-14-08

HILL TOP ESTATES RESTRICTIONS

RESTRICTIONS

Volume 80, Page 316 and amended in Volume 85, Page 552, 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.

OTHER EXCEPTIONS

- Building Set Back Lines as per the Restrictions recorded in Volume 80, Page 316 and amended in Volume 85, Page 552, Deed Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

Charlie V. Peterson and that the said Hal Peterson and Charlie V. Peterson executed the same by and through him for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of August, A. D. 1946.

(SEAL)

Neville G. Smart
Notary Public in and for Edwards County, Texas.

Filed for record Aug. 30, 1946 at 3:15 o'clock P. M.

Recorded August 31, 1946 at 2:00 o'clock P. M.

80/1316

SPECIAL WARRANTY DEED WITH V/L

THE STATE OF TEXAS)
THE COUNTY OF KERR (KNOW ALL MEN BY THESE PRESENTS: That I, G. Rankin Starkey, a single man, of the County of Kerr, State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration to me in hand paid by George H. Miers and wife, Mary Miers, the receipt of which is hereby acknowledged and confessed, and the execution of one Vendor's Lien note, payable to G. Rankin Starkey, in the principal sum of Nine Thousand Four Hundred and No/100 (\$9400.00) Dollars, bearing interest at Six (6%) per cent per annum, interest being due and payable semi-annually, and principal being due and payable one (1) year from date hereof; said note containing clause permitting any portion, or all, of said note to be paid off at any time; also containing clause recognizing Vendor's Lien, accelerated maturity and attorney's fees clause, and being additionally secured by a Deed of Trust of even date herewith; and upon the further consideration and condition that no part of the property hereinafter described shall be used for a business of any type, and shall only be used for residential purposes, and no religious or educational institutions are to be erected upon such property, or to be used for such purposes, and shall only be used for residential purposes. No part of the property hereinafter described shall be used for boarding, treating, or keeping tubercular persons or persons suffering from any infectious or contagious disease; none of said property shall ever be sold, leased, or rented to colored persons, or occupied by colored persons, except as a servant of white people, living on said land. All plumbing and toilets installed or to be installed in or upon the property hereinafter described shall be connected with an underground cess pool or septic tank of a size and nature sufficient to be in all ways clean and sanitary; none of said property shall be used for the keeping of livestock or poultry, except that the owner of such property may keep his personal riding horse, or horses, two (2) sheep, and not more than eighteen (18) chickens for domestic use, if such property has been properly fenced. No building or structure of any kind shall be erected upon the property hereinafter described nearer than 35 feet to the street on the front thereof, and no garage, barn, or other structure than a residence shall be erected nearer than 75 feet from the front of the property. All dwelling houses erected shall face the street at the front thereof as shown by the plan of such property, and cost not less \$8500.00 to erect. Not more than two residences or dwellings shall be built on any one lot or site within fifty years from August 1, 1946, without grantor's consent first had thereto; have granted, sold and conveyed and by these presents do grant, sell and convey unto the said George H. Miers and wife, Mary Miers, of the County of Kerr, State of Texas, all that certain tract or parcel of land, being situated in Kerr County, Texas, out of original Survey No. 121, in the name of J. C. Sheffield; and being described by metes and bounds as follows, to-wit: BEGINNING at a point in the N. W. line of said Survey No. 121, at its intersection with the NE right of way line of the Kerrville-

COUNTY OF KERR | BEFORE ME, the undersigned authority, in and for said County, Texas,
on this day personally appeared F. J. Herrera, Jr. and Albertina Herrera, 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 Albertina Herrera wife of the said F. J. Herrera, Jr. having been examined by me
privily and apart from her husband, and having the same fully explained to her, she, the said
Albertina Herrera 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 28th day of
March, A.D. 1949.

(S E A L)

Ayleene Wharton,
Notary Public, Kerr County, Texas.

Filed for record at 1:20 o'clock P.M. March 31, 1949.

Recorded at 2:10 o'clock P.M. April 1st, 1949.

(VW)

Lawrence Stephens County Clerk

By, Ada Walters Deputy

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AMENDED RESTRICTIONS

STATE OF TEXAS |

COUNTY OF KERR |

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, on the 20th day of August,
A.D. 1946, G. Rankin Starkey, a single man, executed and delivered a general warranty deed
to George H. Miers and wife, Mary Miers, conveying unto the said George H. Miers and wife,
Mary Miers, 23.04 acres of land out of Survey 121, in the name of J. C. Sheffield, situated
in Kerr County, Texas, which said land is fully described in said deed above referred to which
is of record in Volume 80, page 316, of the Deed Records of Kerr County, Texas, to which in-
strument and its record reference is hereby made for all purposes; and WHEREAS, in said deed
above referred to the said 23.04 acres of land was restricted as follows: And upon the
further consideration and condition that no part of the property hereinafter described shall
be used for a business of any type, and shall only be used for residential purposes, and no
religious or educational institutions are to be erected upon such property, or to be used for
such purposes, and shall only be used for residential purposes. No part of the property herein-
after described shall be used for boarding, treating, or keeping tubercular persons or person
suffering from any infectious or contagious disease; none of said property shall ever be sold,
leased, or rented to colored persons, or occupied by colored persons, except as a servant of
white people, living on said land. All plumbing and toilets installed or to be installed in or
upon the property hereinafter described shall be connected with an underground cess pool or
septic tank of a size and nature sufficient to be in all ways clean and sanitary; none of said
property shall be used for the keeping of livestock or poultry, except that the owner of such
property may keep his personal riding horse, or horses, two (2) sheep, and not more than
eighteen (18) chickens for domestic use, if such property has been properly fenced. No build-
ing or structure of any kind shall be erected upon the property hereinafter described nearer
than 35 feet to the street on the front thereof, and no garage, barn, or other structure than
a residence shall be erected nearer than 75 feet from the front of the property. All dwelling
houses erected shall face the street at the front thereof as shown by the plan of such pro-
perty, and cost not less \$8500.00 to erect. Not more than two residences or dwellings shall

be built on any one lot or site within fifty years from August 1, 1946, without grantors consent first had thereto; and WHEREAS, the said George H. Miers and wife, Mary Miers, platted a portion of the above described property into five (5) parcels of land as shown by the plat of record in Volume 1, page 58, of the Plat Records of Kerr County, Texas, to which Plat and its record reference is hereby made for all purposes; and WHEREAS, Tracts 1, 2 and 3 thereof are owned by J. G. Rosson and wife, Grace Rosson and Tract 4 is owned by Manly W. Cooper and wife, Thelma W. Cooper, and Tract 5 and a tract of land 20 feet in width and 843 feet long located adjacent to said tract 5 on the Southeast side thereof is owned by Irving W. Lemaux and wife, Berenice S. Lemaux; and WHEREAS, all parties interested in said property and the restrictions placed thereon including the said G. Rankin Starkey and George H. Miers and wife, Mary Miers, have agreed to amend the restrictions on said property. It is mutually agreed therefore between the above named parties that said restrictions on said property shall be amended so as to read as follows: And upon the further consideration and condition that no part of the property hereinafter described shall be used for a business of any type, and shall only be used for residential purposes, and no religious or educational institutions are to be erected upon such property, or to be used for such purposes, and shall only be used for residential purposes. No part of the property hereinafter described shall be used for boarding, treating or keeping tubercular persons or person suffering from any infectious or contagious disease; none of said property shall ever be sold, leased, or rented to colored persons, or occupied by colored persons, except as a servant of white people, living on said land. All plumbing and toilets installed or to be installed in or upon the property hereinafter described shall be connected with an underground cess pool or septic tank of a size and nature sufficient to be in all ways clean and sanitary; none of said property shall be used for the keeping of livestock or poultry, except that the owner of such property may keep two (2) riding horses, two (2) cows, four (4) sheep, four (4) goats, and not more than eighteen (18) chickens for domestic use, if such property has been properly fenced. No building or structure of any kind shall be erected upon the property hereinafter described nearer than 35 feet to the street on the front thereof, and no garage, barn, or other structure than a residence shall be erected nearer than 75 feet from the front of the property. All dwelling houses erected shall face the street at the front thereof as shown by the plan of such property, and cost not less \$8500.00 to erect. Not more than two residences or dwellings shall be built on anyone of said lots according to said plat above referred to within fifty years from August 1, 1946, without the consent of the said G. Rankin Starkey. WITNESS our hands this the 29th day of March, A.D. 1949.

Manly W. Cooper
Thelma W. Cooper
Irving W. Lemaux
Berenice S. Lemaux

G. Rankin Starkey
George H. Miers
Mary Miers
J. G. Rosson
Grace Rosson

STATE OF TEXAS :

COUNTY OF KERR : BEFORE ME, a Notary Public, in and for said County, Texas, on this day personally appeared G. Rankin Starkey, a single man, 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 29 day of March, A.D. 1949.

(S E A L)

Jno. R. Furman,
Notary Public, Kerr County, Texas.

STATE OF TEXAS :

COUNTY OF KERR : BEFORE ME, a Notary Public, in and for Kerr County, Texas, on this day personally appeared George H. Miers and Mary Miers, 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 Mary Miers

wife of the said George H. Miers having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Miers 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 29th day of March, A.D. 1949.

(S E A L)

Jno. R. Furman,
Notary Public, Kerr County, Texas.

STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, a Notary Public, in and for Kerr County, Texas, on this day personally appeared J. G. Rosson and Grace Rosson, 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 Grace Rosson, wife of the said J. G. Rosson having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Grace Rosson 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 30th day of March, A.D. 1949.

(S E A L)

Mrs. Matilda Sifford,
Notary Public, Kerr County, Texas.

STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, a Notary Public, in and for Kerr County, Texas, on this day personally appeared Manly W. Cooper and Thelma W. Cooper, 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 Thelma W. Cooper, wife of the said Manly W. Cooper, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Thelma W. Cooper, 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 29th day of March, A.D. 1949.

(S E A L)

Jno. R. Furman,
Notary Public, Kerr County, Texas.

STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, a Notary Public, in and for Kerr County, Texas, on this day personally appeared Irving W. Lemaux and Berenice S. Lemaux, 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 Berenice S. Lemaux, wife of the said Irving W. Lemaux, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Berenice S. Lemaux 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 30th day of March, A.D. 1949.

(S E A L)

Mrs. Matilda Sifford,
Notary Public, Kerr County, Texas.

Filed for record at 4:50 o'clock P.M. March 31, 1949.

Recorded at 3:15 o'clock P.M. April 1st, 1949.

(VW)

Laurence Stephens County Clerk

By John W. Hester Deputy

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