

Sleepy Hollow Restrictions

Volume 221, Page 35, Deed Records of Kerr County, Texas; Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, {PR,"insert type of records",ST1,3} Records of Kerr County, Texas; Volume 753, Page 552, 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.

Other Exceptions

- Mineral and royalty reservation by Grantor, as described in instrument from Wilson B. Norwood and wife, Emma Gene Norwood to Michael L. Hedges and R. L. Jones, dated May 4, 1979, recorded in Volume 221, Page 35, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Right Of Way Easement dated April 23, 1979, to Central Texas Electric Cooperative, Inc., recorded in Volume 10, Page 710, Easement Records of Kerr County, Texas.
- Road and utility easements as per the Plats recorded in Volume 4, Page 163 and Volume 4, Page 203, Plat Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor for min reservation",ST1,6} to {PR,"insert grantee for min reservation",ST1,6}, dated {PR,"insert date of min reservation",DT2,6}, recorded in Volume {PR,"insert volume for min reservation",IN1,6}, Page {PR,"insert page for min reservation",IN1,6}, {PR,"insert record type for min reservation",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Building Set Back Lines as per the Restrictions recorded in Volume {PR,"insert volume for restrictions in Section One",IN1,13}, Page {PR,"insert page for restrictions Section One",IN1,12}, {PR,"insert record type for restrictions for Section One",ST1,12} Records of Kerr County, Texas, and Volume 753, Page 552, Real Property Records of Kerr County, Texas. (Section One)
- Road and Utility Easements as per the Plat recorded in Volume 4, Page 224, Plat Records of Kerr County, Texas. (Section Two)
- Right Of Way Easement dated November 4, 1980 to Central Texas Electric Cooperative, Inc., recorded in Volume 12, Page 226, Easement Records of Kerr County, Texas. (Section Two)
- Building Set Back Lines as per the Restrictions recorded in Volume {PR,"insert volume for restrictions Section Two",IN1,12}, Page {PR,"insert page number for restrictions Section Two",IN1,12}, {PR,"insert record type for restrictions Section Two",ST1,12} Records of Kerr County, Texas. (Section Two)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

792670

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR X

THAT WE, WILSON B. NORWOOD and wife, EMMA GENE NORWOOD, 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 in hand paid by MICHAEL L. HEDGES and R. L. JONES, Grantees, the receipt of which is hereby acknowledged and confessed; and the further consideration of the execution and delivery by said Grantees of their one promissory note dated evenly herewith in the principal amount of NINETY-FIVE THOUSAND AND NO/100 (\$95,000.00) DOLLARS, said note being payable as therein provided and bearing interest at the rate therein stipulated, both principal and interest being payable to the order of The Bank of Kerrville, at its offices in Kerrville, Kerr County, Texas (said bank having advanced that amount of money toward the purchase price of the hereinafter described real estate at the special instance and request of Grantees, and by virtue of such advance being entitled to the superior title to and the superior lien upon such real estate as though such lien had been assigned to said bank by the undersigned without recourse) said note providing for acceleration of maturity in the event of default, for attorney's fees if placed in the hands of an attorney for collection after maturity or if collected through any court proceedings, for interest on matured and unpaid items, the same being secured by Vendor's Lien herein expressly reserved and additionally secured by Deed of Trust to James E. Eliot, Trustee, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said MICHAEL L. HEDGES and R. L. JONES, of the County of Kerr, State of Texas, all of the following described real estate in Kerr County, Texas, to-wit:

Being 39.922 acres of land, being approximately 4.00 acres out of the M. F. Bonzano Survey No. 564 and 35.922 acres out of the D. W. Barber Survey No. 1379 in Kerr County, Texas, and also being a part of 66.757 acre tract conveyed by Q. C. Surber

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and Grace Martin to Wilson B. Norwood, et ux, and recorded in Volume 106, Page 526 of the Kerr County Deed Records; said 39.922 acres of land being more particularly described as follows:

BEGINNING at a set iron pin at fence corner on the occupational northwesterly line of the D. W. Barber Survey No. 1879, said iron pin being the most northerly northeast corner of the above referenced Wilson B. Norwood 66.757 acre tract and of this tract.

Thence with fence South 43°17'East, 21.85 feet to a set iron pin;

South 44°11'West, 427.80 feet to a cedar post;
South 44°58'West, 2092.65 feet to a set iron pin;
North 00°29'East, 211.55 feet to a set iron pin;
North 47°21'West, 1093.28 feet to a set iron pin; and
North 41°32'West, 213.78 feet to a set iron pin.

Thence North 89°52'West, 484.97 feet to a set iron pin in fence on the occupational east right-of-way line of F.M. 1338 (Goat Creek Road).

Thence North 00°57'West, along said right-of-way line, 26.58 feet to a set iron pin.

Thence South 89°51'East, 1013.15 feet to a set iron pin;

South 37°39'East, 159.20 feet to a set iron pin;
South 88°43'East, 347.30 feet to a set iron pin; and
North 15°50'West, 431.80 feet to a set iron pin in fence on the occupational northwesterly line of the D. W. Barber Survey No. 1879.

Thence North 78°16'East, along said occupational survey line 1891.15 feet to the PLACE OF BEGINNING;

together with an easement and right-of-way for the purpose of ingress, egress and regress on, over and along an existing 17 foot wide roadway as the same bounds the Northwest portion of the aforesaid 39.922 acres, said easement and right-of-way starting at the occupied east right-of-way line of F.M. 1338 (Goat Creek Road) and extending approximately South 89°51'East for a distance of 733 feet, said easement and right-of-way being parallel and adjacent to the easement and right-of-way hereinafter reserved by the Grantors;

SAVE AND EXCEPT, however, out of the herein conveyed 39.922 acres there is hereby reserved unto the Grantors, their heirs, personal representatives, successors and assigns, in perpetuity, an easement and right-of-way for the purpose of ingress, egress and regress over and across said property, said easement and right-of-way starting at a set iron pin located along the occupied east right-of-way line of F.M. 1338 (Goat Creek Road) which point marks the most northerly Northwest corner of the herein conveyed property, and extending South 89°51'East for a distance of 733 feet, said easement and right-of-way being approximately 26 feet in width.

It is the intent of the Grantors and Grantees to create hereby a right-of-way easement approximately 43 feet in width to be used for the purpose of ingress, egress and regress by the Grantors and Grantees, their heirs and assigns, in common.

There is further excepted, however, from the operation

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of this conveyance and reserved unto Grantors, their heirs and assigns an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals of every kind and character, however mined or recovered, and the royalties thereon, together with the right of ingress and egress for purposes of exploring for and producing the same.

This conveyance is made and accepted SUBJECT TO all easements for electrical and/or gas transmissions or other utilities as the same exist of record and/or are visible and apparent on the ground; AND to the restriction that no trash, old cars, toxic gases and swine shall be permitted on said property.

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 MICHAEL L. HEDGES and R. L. JONES, their heirs or 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 MICHAEL L. HEDGES and R. L. JONES, their heirs 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.

EXECUTED this 4th day of May, A.D. 1979.

Wilson B. Norwood
WILSON B. NORWOOD

Emma Gene Norwood
EMMA GENE NORWOOD

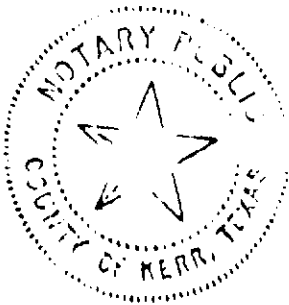
THE STATE OF TEXAS X

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THE COUNTY OF KERR X

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared EMMA GENE NORWOOD, 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 4th day of
May _____, A.D. 1979.



Jimmie L. Peschel
Notary Public in and for Kerr
County, Texas. My commission
expires 1/31/81

Jimmie L. Peschel
Printed or Typed Name of Notary

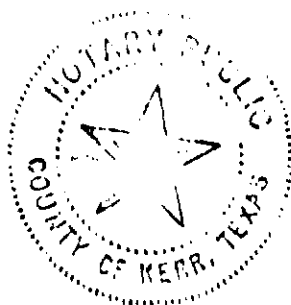
THE STATE OF TEXAS X

THE COUNTY OF KERR X

Jim L. Peschel Notary Public in and for Kerr
County, Texas. My commission
expires 1/31/81

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared WILSON B. NORWOOD, 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 4th day of
May _____, A.D. 1979.



Jimmie L. Peschel
Notary Public in and for Kerr
County, Texas. My commission
expires 1/31/81

Jimmie L. Peschel
Printed or Typed Name of Notary

792670

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FIDELITY ABSTRACT AND TITLE
3-3 Earl Garrett
Phone 496-4311 P. O. Box 5,9
Kerrville, Texas 78028
WARRANTY DEED W/VENDOR'S LIEN

From

WILSON B. NORWOOD and wife,
EMMA GENE NORWOOD

to

Return
MICHAEL L. HEDGES and R. L.
JONES

*1806 Sidney Baker
Kerrville, Texas
- 78028 -*

FILED FOR RECORD

at *4:35* o'clock *P.*M.

MAY 7 1979

EMMA M. MUENKER

Clerk County Court, Kerr County, Texas

By *Emmie M. Muenker* Deputy

DARRELL G. LOCHTE

ATTORNEY-AT-LAW

KERRVILLE, TEXAS

Filed for record May 7, 1979 at 4:35 o'clock P.M.
Recorded May 10, 1979

EMMA M. MUENKER, Clerk

By *Emmie M. Muenker* Deputy

04974

DECLARATION OF RESTRICTIONS
FOR
SLEEPY HOLLOW

THIS DECLARATION (this "Declaration") made this 27TH day of JUNE, 1994, by the undersigned ("Declarant", whether one or more);

W I T N E S S E T H:

A. Declarant has been and is the owner of, and has conveyed portions of, the real property described as Sleepy Hollow, a subdivision in Kerr County, Texas, according to the plat thereof recorded in Volume 4, Page 163, Plat Records, Kerr County, Texas, and corrected plat recorded in Volume 4, Page 203, Plat Records, Kerr County, Texas, (the "Property").

B. Declarant has created and desires to provide and continue for the preservation of the values and amenities of the Property, the restrictions, set forth in Exhibit "A", attached hereto and made a part hereof for all purposes, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions set forth in Exhibit "A", attached hereto.

The restrictions hereof shall run with and bind the land subject hereto and shall inure to the benefit of and be enforceable by any owner of any land subject hereto, their respective legal representatives, heirs, successors, and assigns.

The restrictions hereof may be abolished, amended and/or changed in whole or in part, only with the consent of all owners of the Property. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed on this 27TH day of JUNE, 1994.

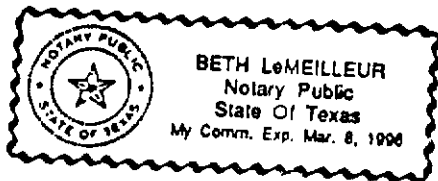
DECLARANT:

Landon Jones
LANDON JONES d/b/a
SLEEPY HOLLOW LAND CO.

THE STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 29th day of June, 1994, by LANDON JONES d/b/a SLEEPY HOLLOW LAND CO.



Beth LeMeilleur
Notary Public, State of Texas

6\RE\RES1

FILED FOR RECORD
at 4:30 o'clock P M

JUN 29 1994

PATRICIA DYE
Clark County Court, Kerr County, Texas
Deputy

7° + 5° + 1°

Return To:
Landon Jones ✓
P.O. Box 306
Kerrville, Texas 78029

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY. ETC.

Restrictions

In order to fulfill a general plan of development and preserve the character and natural beauty of this land, the preceding agreement is subject to these covenants hereby set forth by SELLERS and made and accepted subject to these restrictions and conditions upon the premises hereby contracted for as follows:

1. All lots shall be known and used for residential purposes, with no more than one (1) single family dwelling per lot. No lot in this development may be further subdivided.
2. No lot shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the development. The discharge of firearms is forbidden.
3. No structure shall be located nearer than thirty (30) feet to the front line or nearer than ten (10) feet to the side or back lines of any lot.
4. No mobile home of less than 800 square feet nor more than five (5) years old shall be permitted to be placed on the property. All mobile homes must be properly secured and skirted.
5. All house plans shall be approved in writing by SELLERS prior to beginning date of construction. No residence of less than 800 square feet of living area, excluding porches, breezeways and garage shall be erected and no used buildings or used houses shall be moved onto, placed or permitted to remain on this property. All buildings shall be neat in appearance. Out-buildings shall be located to the rear of the residence. Wood exteriors shall be stained or painted. Upon completion of development of the property plans to be approved are to be submitted to an architectural control committee to be selected by the property owners. Exterior construction must be finished within one (1) year from starting date.
6. No structure of a temporary character, garage, barn, shack or other out building, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently. Campers or motor homes during week-ends or vacation periods are permissible.
7. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters.
8. No lot shall be used for business purposes of any character nor have any commercial or manufacturing purpose. It is specifically agreed that lot owners shall not excavate, remove, or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways.
9. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
10. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of this property shall be permitted.
11. The keeping of swine, horses, cattle, sheep, goats or livestock of any nature is expressly forbidden. Household pets, birds and poultry should be maintained in a sanitary and quiet manner.
12. The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune-buggies off of established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.

These restrictions are to run with the land and shall be binding upon PURCHASER whether one or more, his or their heirs, assigns, successors, administrators, and all persons claiming under him until January, 1999 at which time said restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in the development, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations. Invalidation of any one of these covenants by a judgement or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.