

## SHADOW RIDGE ESTATES RESTRICTIONS

Volume 270, Page 501, 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

- An undivided non-participating royalty interest reserved by Grantors, as described in instrument from V.P. Tippet and wife, Ergeal B. Tippet to Herman A. Swan, et al, dated March 6, 1962, recorded in Volume 112, Page 139, of the Deed Records of Kerr County, Texas; said deed being corrected by instrument dated May 9, 1962, recorded in Volume 124, Page 100, 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.
- Utility Easements as per the Plat recorded in Volume 3, Page 40, Plat Records of Kerr County, Texas.
- Road Easement for Val Verde North as per the plat recorded in Volume 3, Page 40, Plat Records of Kerr County, Texas. (AS PER TRACTS 1, 18, 19, 20, 29, 30, 42 ONLY)
- Road Easement for Val Verde North as per the Partition Deed dated February 26, 1968, recorded in Volume 132, Page 272, Deed Records of Kerr County, Texas. (AS PER TRACTS 1, 18, 19, 20, 29, 30, 42 ONLY)
- Mineral reservation by Grantor, as described in instrument from John C. Patton and Stuart Clark to David A. Lehmann, dated February 24, 1981, recorded in Volume 245, Page 125, 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.
- Road and Utility Easements as per the Plat recorded in Volume 5, Page 2, Plat Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 270, Page 501, 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)

In order to carry out a general plan of development and preserve the character and natural beauty of that certain land known as Shadow Ridge Estates, a subdivision in Kerr County, Texas according to the plat thereof recorded in Volume 5, Page 2, Plat Records of Kerr County, Texas, this Declaration of Restrictions and Covenants is hereby made by J & B INVESTMENTS, and all land within said subdivision shall be owned, acquired, held and accepted subject to the following restrictions and conditions, to-wit:

"Tract" shall mean and refer to each lot or tract within Shadow Ridge Estates as designated on the Plat thereof recorded in the Plat Records of Kerr County, Texas.

These covenants and restrictions are to run with the land and shall be binding on each purchaser and owner of a Tract, and all persons claiming under them until January 1, 1999, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless a vote of the then owners of the majority of the land in said subdivision agree to change, terminate or modify said covenants and restrictions in whole or in part.

Non Commercial Use of Tracts. None of the Tracts, or the improvements erected thereon, shall be used for any purpose other than one private family residence with the usual and customary accessory buildings, such as, but not limited to, garage, guest cottage and servant's quarters. No Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.

Construction of Buildings and Other Structures. All buildings and structures on each Tract shall be architecturally acceptable to the Architectural Control Committee hereinafter specified. No unpainted metal or fiberglass structures shall be placed on any of the Tracts for use as an accessory building. No tent, or substandard structure of any character may be placed, constructed or maintained on any Tract, mobile homes of at least 700 square feet interior floor space shall be allowed. Any mobile home shall have suitable skirting of a similar or complementary material.

Setback Lines. The minimum depth of building setback lines from the roads fronting the Tracts shall be not less than thirty (30) feet and not less than ten (10) feet from side tract lines. Any construction of roads, driveways or culverts within the main road easement shall be to Kerr County specifications.

Animals and Hunting. No animals except household pets shall be allowed and specifically no swine shall be permitted. NO HUNTING OF ANY NATURE WILL BE ALLOWED.

Sanitation and Sewerage. No outside toilets will be permitted and no installations of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. All applicable State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon any Tract until the owner of such Tract is ready to commence improvements, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. Absolutely no unused, abandoned or wrecked vehicles will be allowed on any Tract.

Signs. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet. This does not apply to the initial sale of the Tracts by J & B INVESTMENTS or its assigns and successors.

Subdividing. No Tract may be re-subdivided by its purchaser or owner without consent of J & B INVESTMENTS, its successors and assigns in writing and each such purchaser and owner, waives any right to, and delegates to J & B INVESTMENTS, its successors and assigns the right and authority to, approve or disapprove of same. Subject to the approval of any and all appropriate governmental agencies having jurisdiction, J & B INVESTMENTS, its successors and assigns, hereby reserve the right at any time while it is the owner thereof to resubdivide and replat any Tract without the consent of any of the other owners and each owner expressly waives any notice of, and any right to consent to, any such resubdivision or replat and expressly agrees that J & B INVESTMENTS, its successors and assigns, may resubdivide and replat as herein set forth without any notice to, or consent of, any such owner.

Nuisances. Nothing shall be done on any part of any Tract, nor shall any noxious or offensive activity be carried on, nor shall any outside lighting or loudspeakers or other sound-producing devices be used, which, may be or become an unreasonable annoyance or nuisance to the owners of other Tracts.

Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or walls of any home, unless such attachments shall have been first submitted to and approved by the Architectural Control Committee hereinafter provided.

Rule Against Perpetuities. If any interest purported to be created hereby is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

Obstructions. Each owner shall not alter or change the drainage or seepage on, over and across, nor the grade of, his Tract by channeling, filling, grading, excavating or any other means or acts and shall not do, permit or cause to be done any act that results or might reasonably be expected to result in any adverse change or affect on such drainage or seepage. Each such owner or purchaser shall not obstruct or in any way prevent other owners and purchasers from exercising their rights of ingress and egress as herein set forth.

Severability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument,

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or the application thereof shall not be affected thereby nor shall any failure to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

Enforcement. J & B INVESTMENTS and every person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees. The above restrictions, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative.

Interpretation. The right is exclusively and expressly reserved to J & B INVESTMENTS and its successors and assigns, to interpret, waive and vary any and all covenants, conditions, limitations and restrictions contained in these restrictions as it shall determine in its sole discretion.

Abatement and Removal of Violation. Violation of any restriction or condition or breach of any covenant herein contained shall give rise to all remedies, as well as the right to enter upon the land and to abate and remove the violation at the expense of the owner of the Tract involved and without being deemed guilty of any manner of trespass for such entry, abatement or removal.

Amendments. Except as otherwise provided herein, the covenants and restrictions of this Declaration may be abolished, amended and/or changed in whole or in part only with the consent of owners of fifty percent (50%) of the Tracts, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such owners so consenting to the same, without any execution by others. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Severability. Invalidity 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.

Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Notices. Any notice required to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as owner of a Tract on the records of J & B INVESTMENTS at the time of such mailing.

Easements. Perpetual easements are reserved along and within (10) feet of the rear line, front line and side lines of all Tracts for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right to ingress to and egress from and across the Tracts to employees of utilities owning said lines. Said easements to also extend along any owners side and rear property lines in case of fractional Tracts.

Architectural Control Committee. Anything contained herein to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon

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any Tract nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any pools or other improvements, shall be commenced, erected or maintained until (1) a preliminary sketch showing basic plan and general specifications of same shall have been submitted to and approved by an Architectural Control Committee (hereinafter called the "Committee") appointed by J & B INVESTMENTS, its successors and assigns, and (2) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color, lighting, appearance, and location in relation to surrounding structures and topography by the Committee, or by one (1) or more representatives appointed by the Committee. A copy of the approved plans and drawings shall be furnished to the Committee and retained by the Committee. In the event the Committee or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this paragraph will be deemed to have been fully complied with. Neither the members of the Committee nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this paragraph. The Committee shall be comprised of no less than one (1) and no more than five (5) members all of whom shall be appointed by J & B INVESTMENTS, its successors and assigns. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to the Restrictions, Covenants and Conditions and no member of the Committee shall be liable for damages, claims or causes of action arising out of any service performed pursuant hereto.

EXECUTED this 4<sup>th</sup> day of JANUARY, 1983.

John R. Miller of J & B INVESTMENTS

John R. Miller

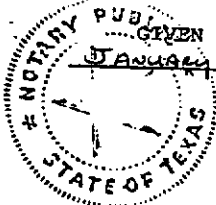
By: John R. Miller  
John R. Miller

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared John R. Miller of J & B INVESTMENTS, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4<sup>th</sup> day of JANUARY, 1983.



Ronald D. [Signature]  
Notary Public, County of KERR  
State of Texas  
My Commission expires: 11-84  
RONALD D. [Signature]  
(Notary type or print name)

R. #830097

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Restrictions and  
Covenants

Shadow Ridge Estates  
to  
The Public

FILED 5th Jan 11 1983  
12:02 PM  
By Karl McEwen

Recd. 5

John R. Miller ✓  
140 Royal Dares  
Kearville, TX 78028

Filed for record January 5, 1983 at 12:02 o'clock P.M.  
Recorded January 11, 1983  
PATRICIA DYE, Clerk

By Louise Barger Deputy