

RIVER BEND ESTATES

RESTRICTIONS

Volume 4, Page 251, Plat Records of Kerr County, Texas; Volume 244, Page 505 and Volume 247, Page 707, Deed Records of Kerr County, Texas; Volume 482, Page 425, Real Property Records of Kerr County, Texas; Volume 5, Page 377, 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.

OTHER EXCEPTIONS

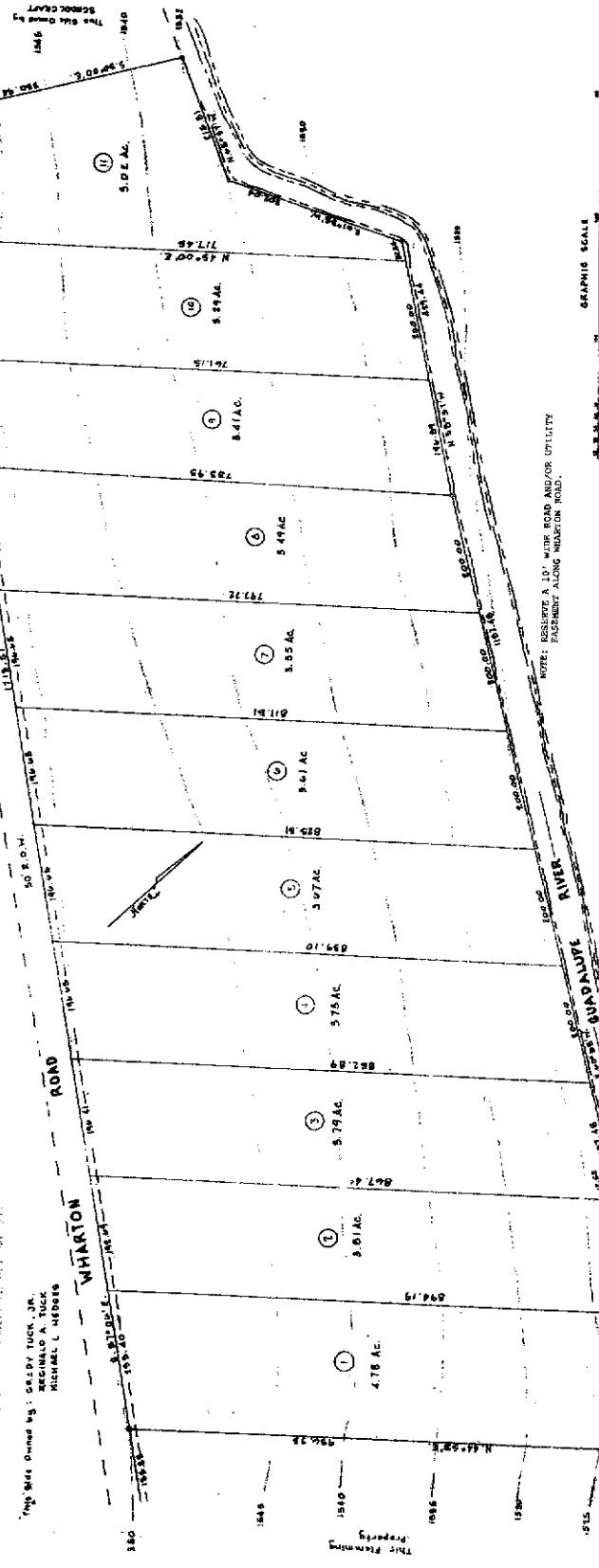
- Easements as per the Plat recorded in Volume 4, Page 251, Plat Records of Kerr County, Texas and as per the Plat recorded in Volume 5, Page 377, Plat Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

1. Owner(s), Deedee L. Hedges, a person related to Plaintiff, filed suit against Plaintiff, Gandy Tuck, Jr., Michael L. Hedges, and others, for the right to use the River Bend Estates, located in Wharton, Texas, which Plaintiff, Gandy Tuck, Jr., owns, and the other Defendants own. The Defendants, Plaintiff, Gandy Tuck, Jr., and Plaintiff, Michael L. Hedges, are the owners of the River Bend Estates.

2. The Defendants, Deedee L. Hedges, Gandy Tuck, Jr., and Michael L. Hedges, are the owners of the River Bend Estates, located in Wharton, Texas, which Plaintiff, Gandy Tuck, Jr., owns, and the other Defendants own. The Defendants, Plaintiff, Gandy Tuck, Jr., and Plaintiff, Michael L. Hedges, are the owners of the River Bend Estates.

3. The Defendants, Deedee L. Hedges, Gandy Tuck, Jr., and Michael L. Hedges, are the owners of the River Bend Estates, located in Wharton, Texas, which Plaintiff, Gandy Tuck, Jr., owns, and the other Defendants own. The Defendants, Plaintiff, Gandy Tuck, Jr., and Plaintiff, Michael L. Hedges, are the owners of the River Bend Estates.

Volume 4, Pg. 29 812729



NOTE: ALL LOGS ARE WITHIN THE 200-YEAR FLOOD PLAIN AND ARE THEREFORE INFERRED TO BE PERMANENTLY RESTRICTED FROM BEING ALLOWED TO BE REMOVED.

NOTE: RESTRICTIONS FOR RIVER BEND ESTATES ARE RECORDED IN KERN COUNTY, TEXAS.

NOTE: RESERVE A 10' WIDE ROAD AND/OR UTILITY EASEMENT ALONG WHARTON ROAD.

GRAPHIC SCALE



NOTE: RIVER BEND ESTATES HAVE BEEN SUBDIVIDED IN 10' WIDE ROAD AND/OR UTILITY EASEMENT ALONG WHARTON ROAD.

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NOTE: RIVER BEND ESTATES HAVE BEEN SUBDIVIDED IN 10' WIDE ROAD AND/OR UTILITY EASEMENT ALONG WHARTON ROAD.

OWNERS: GRADY TUCK, JR.
REGINALD A. TUCK
MICHAEL L. HEDGES
1704 SIDNEY BAKER ST.
WHARTON, TX. 77486

FINAL PLAT OF
RIVER BEND ESTATES
BEING 4015 ACRES OUT OF
ORIGINAL SUR. NO. 63
WILLIAM T. CROOK
ABSTRACT NO. 116
IN KERN COUNTY, TEXAS
SCALE 1" = 300 FEET
NOVEMBER 11, 1980

GRAPHIC SCALE

ASSIGNMENTS

Giantor hereby reserves perpetual easements for the
erection and maintenance of utilities and/or streets and
all necessary appurtenances thereto, whether installed in
the size, upon the surface or underground, sixteen and one
half feet of the rear, front and side lines of all lots
and/or tracts and in the streets, alleys, boulevards,
and roads of the subdivision, and ten (10) feet along the
outer boundaries of all streets, boulevards,
and roads, where property lines of individual lots and/or
tracts are desired to be continued or extended by the
lotting shall be placed or permitted to remain with the
easement across which may damage or interfere with
installations and maintenance of utilities, the size
of each lot and all improvements within the same,
including by the owner of the lot, except for those
improvements for which an authority or utility company is
responsible. Utility Companies or their employees shall
have all of the rights and benefits necessary and convenient
for the full enjoyment of the right herein granted,
including but not limited to the free right to ingress to
and egress from said right-of-way and easement, and the
right from time to time to cut all trees, undergrowth and
other obstructions that may injure, endanger or interfere
with the operation of said utility installations. The
easement rights herein reserved include the privilege of
anchoring any support cables or other devices outside said
easement when deemed necessary by the ability to support
eigment within said easement and the right to install
wires and/or cables over some portions of said easement.
The right to install wires and/or cables over some
of said lots and/or tracts not within said easement is
so much longer do not prevent the construction of buildings
on any of the lots and/or tracts of this subdivision.

OWNERS : GRADY TUCK, JR.
REGINALD A. TUCK
MICHAEL L. HEDGES
1104 SIDNEY BAKER ST.
BNAHILL, TX. 78010

FINAL PLAT
RIVER BEND EST.
BEING 40.06 ACRE
ORIGINAL SUR. BY
WILLIAM T. CRO

This Plat of River Bend Estates has been
and considered by the Planning and Zoning
Commission of Kerrville, Texas, and a
Commission on the 25th day of
Chairman-Planning and
Zoning and
Approved by the Commissioners Court of
Kerr County, Texas on the 11th day of May
by Order No. 14348 of the Court
Filed for record in the office of
A.D. 1991, at 10:00 o'clock A.M.
on the 26th day of May
10:05 o'clock A.M. in Justice 4, Room
of the Plat records of Kerr County, Texas
James P. M.
James M. Number
County Clerk of

810730

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS VOL 244 PAGE 505

RIVER BEND ESTATES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

WHEREAS, the undersigned are owners of certain real property in Kerr County, Texas being 58.38 acres more particularly described in plat submitted to the Planning and Zoning Commission of the City of Kerrville, out of which property Declarants intend to create a subdivision called RIVER BEND ESTATES; and

WHEREAS, it is deemed to be to the best interest of Declarant and of the persons who may purchase lots described in and covered by said plat that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby declares that such land shall be held, transferred, sold and conveyed, improved, and occupied subject to the covenants, conditions, restrictions, and easements as hereinafter set forth, which shall run with the property and be binding on all parties having any interest therein.

1. Notice is hereby given that all of RIVER BEND ESTATES is within the 100 year flood plain of the Guadalupe River, and in August 1978 was under water.
2. The use of all lots in the subdivision is limited to residential and recreational purposes. No part of any lot shall ever be used for a business or commercial purpose.

3. Not more than one single family dwelling shall ever be constructed on one lot. Not more than one family shall reside on a lot. Any dwelling shall be of permanent construction and shall contain at least 1000 square feet of living and heated area. No unpainted sheet metal nor fiberglass shall ever be used for construction materials.
4. No house trailer, mobile home, or "Double Wide" may ever be located on said land.
5. No travel trailer, camper, or the like shall ever be located on said land which has had its wheels, or other parts necessary for travel, removed, nor may such structure ever be used as a residence.
6. Travel trailers, and campers may be located on the land if, and only if:
 - a) All wheels and necessary travel parts are intact;
 - b) Such location is temporary only, and for recreational purposes.
7. Tents, shall not be permitted, except for the purpose of temporary camping.
8. No shack, shed, or other outbuilding shall ever be permitted, except for bona fide accessories to residences such as garages and patios, or for small buildings to be used for gardening or recreational purposes, in which case such construction shall be of all new materials with no unpainted sheet metals or fiberglass.
9. Cats and dogs and like domestic pets are permitted. Up to two (2) horses for riding purposes may be kept on a temporary basis. No other animals, of any kind shall be kept.
10. No one shall raise cats or dogs or keep a kennel. Except while being weaned, keeping more than three cats, and more than three dogs, is prohibited.

11. No lot may be subdivided.
12. No septic tanks, drain field, toilets, nor sewer systems, may be constructed without the approval of the Upper Guadalupe River Authority.
13. No water well, water system, or other water supply shall be constructed without approval of the proper governmental agency.
14. These restrictions are permanent, but may be altered, amended and modified with the consent of two-thirds (2/3) of the lot owners, each lot owner having one vote for each lot owned, and the written, recorded consent of the City of Kerrville.
15. At any time, the owners may by a majority vote of all lot owners, form a RIVER BEND LOT OWNERS ASSOCIATION. Such association may operate through a Board of Directors or other suitable form. By majority vote of all owners, such association may create liens on the lots in such amounts as may be necessary for the enforcement of these restrictions or other purposes beneficial to the subdivision.
16. No permanent construction shall be commenced unless:
 - a) If a lot owners association has been formed, the plans have been approved by the Chief Executive Officer of such association. His approval or disapproval may be overridden by a vote of a majority of all owners.
 - b) If no association exists, the plans have been approved by Declarants.
17. "Temporary" means less than thirty (30) days.
"Owner" includes the purchaser under a contract for deed.
18. These restrictions may be enforced by injunction; temporary and permanent, or action for damages.

It shall never be necessary to prove irreparable harm.
Any person or owner violating any of these restrictions shall be
liable for all attorneys fees and expenses of those
seeking enforcement. These restrictions may be enforced by
declarants, any owner, the association, or any Governmental
Agency.

19. Failure of enforcement, acquiescence, consent, lapse of time,
shall never operate as a defense to any action for enforcement.
The doctrines of waiver, estoppel, and laches, shall never be
a defense to enforcement hereof.

IN WITNESS THEREOF, this declaration has been executed on this
the 17 day of February, A.D., 1981.

Grady Tuck, Jr.
GRADY TUCK, JR., Declarant

Reginald A. Tuck
REGINALD A. TUCK, Declarant

Michael L. Hedges
MICHAEL L. HEDGES, Declarant.

STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared REGINALD A. TUCK, GRADY TUCK, JR., AND MICHAEL L. HEDGES, know 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 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day
of February, A.D., 1981.

Jean Lewis
NOTARY PUBLIC in and for
Kerr County, Texas
JEAN LEWIS

My Commission Expires:

4-4-84

Re #810730

VOL 244 PAGE 509

Declaration of Covenants
Conditions & Restrictions

River Bend Estates
to
The Public.

FILED FOR RECORD
at 1:30 o'clock P.M.

FEB 17 1981

EMMIE M. MUENKER
Clark County Court, Clark County, Texas
By Betty J. Baker, Deputy

Reggie Tuck,
1709 Sidney Baker
Kerrville

Filed for record February 17, 1981 at 1:30 o'clock P.M.
Recorded February 19, 1981
EMMIE M. MUENKER, Clerk
By Betty J. Baker, Deputy

VOL 247 PAGE 707
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

RIVER BEND ESTATES
812399

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

WHEREAS, the undersigned are owners of a certain real property in Kerr County, Texas being 40.15 acres more particularly described in plat submitted to the Planning and Zoning Commission of the City of Kerrville, out of which property Declarants intend to create a subdivision called RIVER BEND ESTATES; and

WHEREAS, it is deemed to be to the best interest of Declarant and of the persons who may purchase lots described in and covered by said plat that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby declares that such land shall be held, transferred, sold and conveyed, improved, and occupied subject to the covenants, conditions, restrictions, and easements as hereinafter set forth, which shall run with the property and be binding on all parties having any interest therein.

1. Notice is hereby given that all of RIVER BEND ESTATES is within the 100 year flood plain of the Guadalupe River, and in August 1978 was under water.
2. The use of all lots in the subdivision is limited to recreational purposes. No part of any lot shall ever be used for a business or commercial purpose.
3. No residential structures shall be allowed on any lot.
4. No house trailer, mobil home, or "Double Wide" may ever be located on said land.

- VOL 247 PAGE 708
5. No travel trailer, camper, or the like shall ever be located on said land which has had its wheels, or other parts necessary for travel, removed, nor may such structure ever be used as a residence.
 6. Travel trailers and campers may be located on the land if, and only if:
 - a) All wheels and necessary travel parts are intact;
 - b) Such location is temporary only, and for recreational purposes.
 7. Tents shall not be permitted except for the purpose of temporary camping.
 8. No shack, shed, or other outbuilding shall ever be permitted except for small buildings to be used for gardening or recreational purposes, in which case such construction shall be of all new materials with no unpainted sheet metals or fiberglass.
 9. Cats and dogs and like domestic animals, are permitted. Up to two (2) horses for riding purposes may be kept on a temporary basis. No other animals, of any kind, shall be kept.
 10. No one shall raise cats or dogs or keep a kennel. Except while being weaned, keeping more than three cats or more than three dogs is prohibited.
 11. No lot may be subdivided.
 12. No septic tanks, drain field, toilets, nor sewer systems, may be constructed without the approval of the Upper Guadalupe River Authority.
 13. No water well, water system, or other water supply shall be constructed without approval of the proper governmental agency.
 14. These restrictions are permanent, but may be altered, amended and modified with the consent of two-thirds (2/3)

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of the lot owners, each lot owner having one vote for each lot owned, and the written, recorded consent of the City of Kerrville.

15. At any time, the owners may by a majority vote of all lot owners, form a RIVER BEND LOT OWNERS ASSOCIATION. Such association may operate through a Board of Directors or other suitable form. By majority vote of all owners, such association may create liens on the lots in such amounts as may be necessary for the enforcement of these restrictions or other purposes beneficial to the subdivision.
16. "Temporary" means less than thirty (30) days.
"Owner" includes the purchaser under a contract for deed.
17. These restrictions may be enforced by injunction; temporary and permanent, or action for damages.
It shall never be necessary to prove irreparable harm. Any person or owner violating any of these restrictions shall be liable for all attorneys fees and expense of those seeking enforcement. These restrictions may be enforced by declarants, any owner, the association, or any Governmental Agency.
18. Failure of enforcement, acquiescence, consent, lapse of time, shall never operate as a defense to any action for enforcement. The doctrines of waiver, estoppel, and laches, shall never be a defense to enforcement hereof.

IN WITNESS THEREOF, this declaration has been executed on this the 20th day of April, A.D., 1981.

GRADY TUCK, JR., Declarant

Reginald A. Tuck

MICHAEL L. HEDGES, Declarant

STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared REGINALD A. TUCK, GRADY TUCK, JR., and MICHAEL L. HERGES, 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 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of April, A.D., 1981.



NOTARY PUBLIC in and for
Kerr County, Texas
JIM ELLIOTT
Notary Public, Kerr County, Tex.
Commission Expires Dec. 2nd 1984



My Commission expires:

Off
155
1/20/81

4/4

Re: #7812399
Declaration of Covenants,
Conditions & Restrictions

Rice and Estate
De Public

FILED FOR RECORD
at 2:45 o'clock P.M.

MAY 6 1981

EMMIE M. MUENKER
Clerk of Court, Kerr County, Texas
by Johnnie G. Lubanski Deputy

Return to:

Reggie Tuck
1704 Sidney Baker
Kerrville, TX 78028

Filed for record May 6, 1981 at 2:45 o'clock P.M.
Recorded May 12, 1981
EMMIE M. MUENKER, Clerk

By Johnnie G. Lubanski Deputy

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONSRIVER BEND ESTATES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

WHEREAS, the undersigned are owners of a certain real property in Kerr County, Texas being 46.15 acres more particularly described in plat submitted to the Planning and Zoning Commission of the City of Kerrville, out of which property declarants intend to create a subdivision called RIVER BEND ESTATES; and

WHEREAS, it is deemed to be in the best interest of declarant and of the persons who may purchase lots described in and covered by said plat that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that declarant hereby declares that such land shall be held, transferred, sold and conveyed, improved, and occupied subject to the covenants, conditions, restrictions, and easements as hereinafter set forth, which shall run with the property and be binding on all parties having any interest therein.

1. Notice is hereby given that all of RIVER BEND ESTATES is within the 100 year flood plain of the Guadalupe River, and in August 1978 was under water.
2. No part of any lot shall ever be used for a business or commercial purpose.
3. Residential structures shall be allowed on any lot, providing construction is all new material, has a minimum of 600 sq. ft., and is in compliance with all rules and regulations of the Upper Guadalupe River Authority.
4. No house trailer, mobil home, or "Double Wide" may ever be located on said property.
5. No travel trailer, camper, or the like shall ever be located on said land which has had its wheels, or other parts necessary for travel, removed, nor may such structure ever be used as a residence.

6. Travel trailers and campers may be located on the land if, and only if:
 - a) All wheels and necessary travel parts are intact;
 - b) Such location is for recreational purposes only.
7. Tents shall not be permitted except for the purpose of temporary camping.
8. No shack, shed, or other outbuilding shall be permitted except for small buildings to be used for gardening or recreational purposes, in which case such construction shall be of all new materials with no unpainted sheet metals or fiberglass.
9. Cats and dogs and like domestic animals, are permitted. Up to two (2) horses, cattle, sheep, or goats may be kept. No other animals, of any kind, shall be kept.
10. No one shall raise cats or dogs or keep a kennel. Except while being weaned, keeping more than three cats or more than three dogs is prohibited.
11. No lot may be subdivided.
12. No septic tanks, drain field, toilets, nor sewer systems, may be constructed without the approval of the Upper Guadalupe River Authority.
13. No water well, water system, or other water supply shall be constructed without approval of the proper governmental agency.
14. These restrictions are permanent, but may be altered, amended and modified with the consent of two-thirds (2/3) of the lot owners, each lot owner having one vote for each lot owned, and the written, recorded consent of the City of Kerrville.
15. At any time, the owners may by majority vote of all lot owners, form a RIVER BEND LOT OWNERS ASSOCIATION. Such association may operate through a Board of Directors or other suitable form. By majority vote of all owners, such association may create liens on the lots in such amounts as may be necessary for the enforcement of those restrictions or other purposes beneficial to the subdivision.
16. "Temporary" means less than thirty (30) days. "Owner" includes the purchaser under a contract for deed.

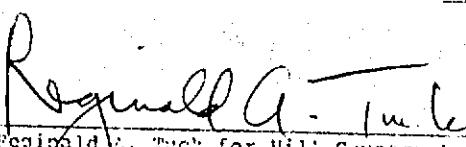
17. These restrictions may be enforced by injunction, conspiracy and permanent, or action for damages.

It shall never be necessary to prove irreparable harm. Any person or owner violating any of these restrictions shall be liable for all attorney fees and expenses of those seeking enforcement. These restrictions may be enforced by defendants, any owner, the association, or any governmental agency.

18. Failure of enforcement, acquiescence, consent, lapse of time, shall never operate as a defense to any action for enforcement. The doctrines of waiver, estoppel, and laches, shall never be a defense to enforcement hereof.

These restrictions are being amended in accordance with the requirement of item number fourteen (14) of the original Declaration of Covenants, Conditions, and Restrictions for River Bend Estates as recorded in Volume 247, Pages 708-710, of the Deed Records of Kerr County, Texas.

IN WITNESS THEREOF, this declaration has been executed on this the 9th day of November, A.D., 1987.

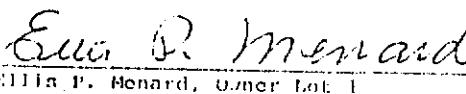

Reginald A. Tuck
Reginald A. Tuck for Hill Country Land Co.
Owner of Lots 10 and 11

FILED FOR RECORD
at 2:30 o'clock P.M.

AUG 26 1988

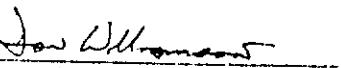
PATRICIA BYE
Kerr County Court, Kerr County, Texas
By Santa Mirey Deputy

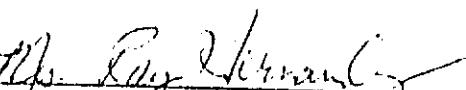
Filed by Retainer No:
Lee Voelkel
212 Clay
Kerrville, TX 78028

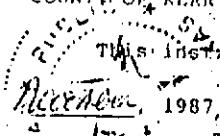

Elin P. Menard
Elin P. Menard, Owner Lot 1

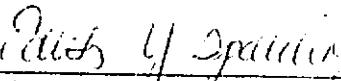

John D. Davis, ~~Esq.~~, Owner Lot 2


Don Grant
Don Grant, Owner, Lot 3


Don Williamson
Don Williamson, Owner Lots 6 and 7


Ray Hernandez
Ray Hernandez, Owner Lot 8

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on this the 17th day of
November, 1987, by Reginald A. Tuck.


Vickie Y. Spelling
Notary Public in and for the State of Texas
My Commission Expires: 5/16/19

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this the 24th day of
July, 1987 by ELIZA P. Monard.



STATE OF TEXAS

COUNTY OF KERR

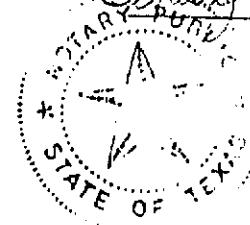
This instrument was acknowledged before me on this the 17th day of
July, 1987 by John D. Davis, Jr.



STATE OF TEXAS

COUNTY OF KERR

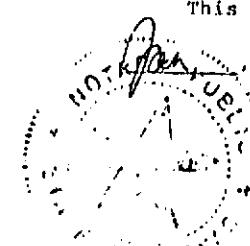
This instrument was acknowledged before me on this the 16th day of
July, 1987 by Don Grant.



STATE OF TEXAS

COUNTY OF KERR

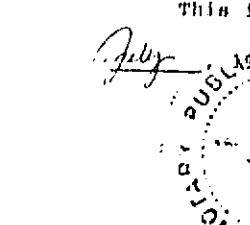
This instrument was acknowledged before me on this the 17th day of
July, 1987 by Don Williamson.



STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this the 26th day of
July, 1988 by Ray Hernandez.



Edith Y. Spalding

Notary Public in and for the State of Texas
My Commission Expires: 5/16/89
Edith Y. Spalding
Notary's Printed Name

Edith Y. Spalding

Notary Public in and for the State of Texas
My Commission Expires: 5/16/89
Edith Y. Spalding
Notary's Printed Name

Edith Y. Spalding

Notary Public in and for the State of Texas
My Commission Expires: 5/16/89
Edith Y. Spalding
Notary's Printed Name

Edith Y. Spalding

Notary Public in and for the State of Texas
My Commission Expires: 5/16/89
Edith Y. Spalding
Notary's Printed Name

Edith Y. Spalding

Notary Public in and for the State of Texas
My Commission Expires: 5/16/89
Edith Y. Spalding
Notary's Printed Name

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INVESTIGATOR, JEWELL, WHICH REPORTS THE DATE, LENGTH OF USE, OR THE DESCRIPTION AND
AMOUNT OF VALUE OF REAL PROPERTY OWNED AND OPERATED UNDER FEDERAL LAW
OR STATE LAW.

STATEMENT OF THE DATE, TIME, AND PLACE OF RECORDING OF THIS INSTRUMENT
AND THE DATE, TIME, AND PLACE OF RECORDING OF THE PREVIOUS INSTRUMENT
IF ANY, WHICH WAS PREVIOUSLY FILED IN THE SAME ORGANIZATION AS THIS
INSTRUMENT.

STATEMENT OF THE DATE, TIME, AND PLACE OF RECORDING OF THIS INSTRUMENT
IF ANY, WHICH WAS PREVIOUSLY FILED IN THE SAME ORGANIZATION AS THIS
INSTRUMENT.

AUG 29 1988



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN Real Property
FILE DATE: Aug. 26, 1988
FILE TIME: 2:26 OCLOCK PM
VOL. 482 PAGE 425
RECORDING DATE

AUG 29 1988



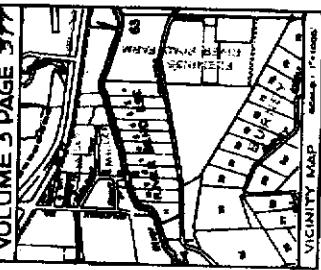
PATRICIA DYE

COUNTY CLERK, KERR COUNTY

BY Dixie C. James Deputy

RIVER BEND ESTATES
AS PLATTED - Volume 4 - Page 251
Reel Records of Kerr County

*John H. Head Prop. Manager
David Head Agent
James A. Head Hill Country Land Co. - Property Trust
J.B. Associates*



#7194

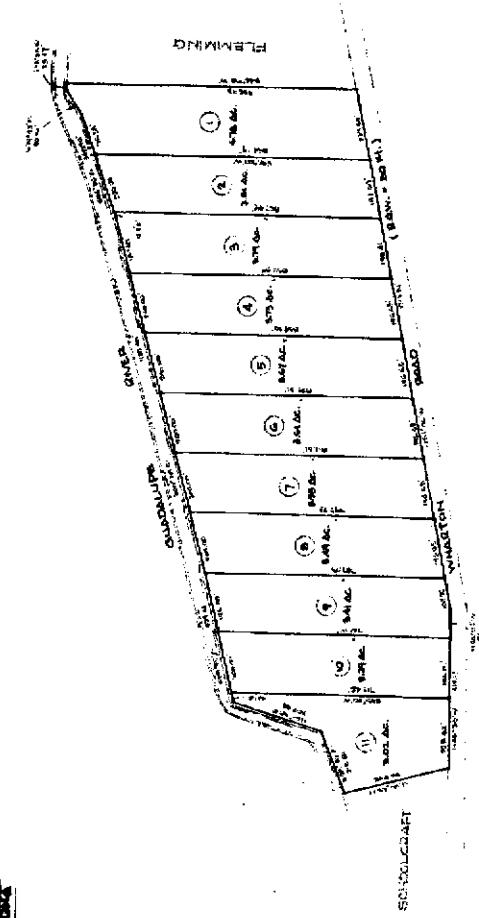
VOLUME 5 PAGE 377

Plat of Subdivision, River Bend Estates, as shown on Reel No. 4 of the
Kerr County Plat Books, Kerr County, Texas.

U.C. Certified
County Surveyor, Kerr County, Texas

The undersigned, a Notary Public
in the State of Texas,
do hereby certify that I have examined the above instrument and found it to be a true copy of the original instrument recorded in my office.

John H. Head Prop. Manager



SCALE: 1" = 200'

RECORDING INFORMATION
1. Date Rec'd. 11-14-1986
2. Date Plotted 11-14-1986
3. Name of Surveyor U.C. Certified
4. Name of Recorder J. B. Head
5. Name of Deed Recipient J. B. Head
6. Name of Deed Recipient J. B. Head
7. Name of Deed Recipient J. B. Head
8. Name of Deed Recipient J. B. Head
9. Name of Deed Recipient J. B. Head
10. Name of Deed Recipient J. B. Head
11. Name of Deed Recipient J. B. Head

1. All boundaries, dimensions, area, and other characteristics, as abstracted, plotted and recorded, are as shown on the original survey or abstract of title, or as otherwise set forth in the instrument, or otherwise agreed upon by the parties to the instrument.
2. The abstractor is liable for the loss of the original survey or abstract of title, or for any error in the abstract or survey, or for any omission in the abstract or survey.
3. The property is subject to all taxes, assessments, liens, encumbrances, and other charges or obligations, if any, which may be levied or imposed upon the property by any governmental unit, or by any person, firm, or corporation, or by any other party.

4. All taxes and expenses of recording, filing, and abstracting, shall be borne by the abstractor.
5. The abstractor shall be liable for any damages resulting from any error or omission in the abstract or survey, or for any loss or damage resulting from any other cause.
6. The abstractor shall be liable for any damages resulting from any error or omission in the abstract or survey, or for any loss or damage resulting from any other cause.
7. The abstractor shall be liable for any damages resulting from any error or omission in the abstract or survey, or for any loss or damage resulting from any other cause.
8. The abstractor shall be liable for any damages resulting from any error or omission in the abstract or survey, or for any loss or damage resulting from any other cause.
9. The abstractor shall be liable for any damages resulting from any error or omission in the abstract or survey, or for any loss or damage resulting from any other cause.
10. The abstractor shall be liable for any damages resulting from any error or omission in the abstract or survey, or for any loss or damage resulting from any other cause.
11. The abstractor shall be liable for any damages resulting from any error or omission in the abstract or survey, or for any loss or damage resulting from any other cause.

AMENDED PLAT FOR

RIVER BEND ESTATES

A subdivision containing 40.15 acres, more or
less, out of Wm. T. Creek
Abstract No. 14, in Kerr County, Texas,
July 1987

VOLUME 5 PAGE 377

*John H. Head
Agent
James A. Head
Hill Country Land Co. - Property Trust*

Notary Public
State of Texas
County of Kerr
Date 11-14-1986
Serial No. 225
Signature

*SPECIAL NOTATIONS**

1. ANY ENCROACHMENT, INCLUDING FILL AND NEW CONSTRUCTION, OR SUBSTANTIAL ALTERATION IN THE 100 YEAR FLOOD PLAIN/FLOORWAY MUST BE APPROVED BY THE UPPER GUADALUPE RIVER AUTHORITY IN ACCORDANCE WITH THE KERR COUNTY FLOOD MANAGEMENT PROGRAM. NO MOBILE HOMES WILL BE PERMITTED.
2. THE APPROXIMATE ELEVATION OF THE 100 YEAR FLOOD PLAIN LARGES FROM 1560 TO 1554 (INFORMATION FROM CITY OF KILLEEN PLANNING DEPARTMENT) IS ALL OF THE PROPERTY PLATTED HERON LIES WITHIN THE 100 YEAR FLOOD PLAIN OF THE GUADALUPE RIVER. (REF: KERR COUNTY FIRM 48049 0275B).
3. ALL PROPOSED SEPTIC SYSTEMS SHALL BE ENGINEERED DUE TO THE 100 YEAR FLOOD PLAIN.

AMENDED PLAT FOR
RIVER BEND ESTATES

A SUBDIVISION CONTAINING 40.15 ACRES, MORE OR LESS, OUT OF WM. T. CROOK SURVEY NO. G3,
ABSTRACT NO. 11G, IN KERR COUNTY, TEXAS

JULY 1987

DATE: <u>12/10/87</u>	LO. NO. <u>Y-234</u>
VOCELKEL ENGINEERING & SURVEYING	
111 CLAY STREET, KILLEEN, TEXAS 76541	

as been found to comply with the
state, with the exception of such
use of the City Planning Commission
in the office of the County Clerk.

1

12/10/87
1987 at
3:17 of the
month

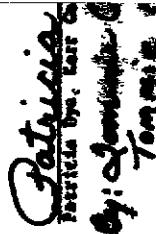
Property

Grantor hereby retain perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten feet (10') of the rear, front and side lines of all lots and/or tracts and in the street, alleys, boulevards, lanes, and roads of the subdivision, and ten feet (10') along the other boundaries of all streets, boulevards, lanes, drives and roads, where property lines of individual lots and/or tracts are denied to the center line of said avenues and twenty feet (20') along the entire perimeter (boundary) of said subdivision and with the authority to place, construct, operate, maintain, relocate and replace thereon an electric/telephone distribution line or system. The easement rights herein reserved - include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over said portions of said lots and/or tracts via within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The segment area of each lot and/or tract and all improvements within it shall be maintained by the owner of the lot except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including but not limited to the free right-of-way and access from said right-of-way and easement, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The developer and/or landowner shall be responsible for removal of any or all liable, debris, branches or brush that must be cut in order to clear the right-of-way for new construction, or maintenance of any line constructed on the property.

I hereby certify the
Subdivision Regulation
variances, if any, as
and that is has been
dated this 17 day

Dennis, City Planner
Denn, Dennis

FILED for record on
at 4:05 o'clock
RECORDED on the 10/2
4:06 o'clock P.
First Peoples of Kerr
Permit Dept., Kerr


Patricia
Ferrada, Kerr
Permit Dept., Kerr

