

4-24-07

Item: **SOLEDAD SPRINGS ESTATES**

(Category: RESTRICTIONS)

Volume 157, Page 798 and Volume 202, Page 127, 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.

Item: **SOLEDAD SPRINGS ESTATES**

(Category: Subdivisions)

- a. Easements as per the Plat recorded in Volume 3, Page 112, Plat Records of Kerr County, Texas.
- b. Building Set Back Lines as per the Restrictions recorded in Volume 157, Page 798 and Volume 202, Page 127, Deed Records of Kerr County, Texas.
- c. Right Of Way Easement dated April 18, 1973, to Central Texas Electric Cooperative, Inc., recorded in Volume 7, Page 613, Easement Records of Kerr County, Texas.
- d. Any visible and/or apparent roadways or easements over or across the subject property.
- e. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

SOLEDAD SPRINGS ESTATES
KERR COUNTY, TEXAS

2587

RESTRICTIONS

In order to carry out a general plan of development of Soledad Springs Estates, and in order to promote the construction of desirable residences, insure harmony in the character of such buildings in connection therewith, maintain the suitability of Soledad Springs Estates for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation, and convenience of each and every purchaser of a tract or parcel of land therein, and to enhance the value of the said tracts or parcels of land in Soledad Springs Estates, this contract for deed is, and the said General Warranty Deed shall be, subject to the covenants hereby made by Purchaser, and made and accepted subject to the restrictions and conditions upon the premises herein contracted to be conveyed as follows, to-wit:

FIRST: That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him, until January 1, 1993, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the tracts or parcels of land in Soledad Springs Estates it is agreed to change said covenants in whole or in part.

SECOND: That the above described property herein contracted to be conveyed shall be used for residential purposes only, said property shall not be used for business purposes of any character nor have any commercial or manufacturing purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely professional nature as long as such services do not attribute to the tract or parcel any appearance of a commercial or non-residential use.

THIRD: Not more than one primary residence shall be constructed on any one lot or tract nor shall any lot or tract be re-subdivided without written consent of developer. No residence shall be constructed thereon which contains less than 1,000 square feet of living area except luxury mobil homes. The minimum depth of building setback lines from the roads fronting the tracts in Soledad Springs Estates shall be not less than fifty (50) feet, and not less than twenty-five (25) feet from the side tract lines.

FOURTH: No travel trailers, campers, tents or shacks shall be placed on the above described property as a residence. Luxury Mobil homes will be permitted only with developer's approval. No old automobiles or auto bodies shall be permitted to remain on property. All trash and garbage shall be disposed of in an orderly and sanitary manner.

FIFTH: No structure shall be moved onto the above described property unless it shall conform to and be in harmony with the existing structures on other tracts or other parcels of land in said Soledad Springs Estates.

SIXTH: No animals other than domestic pets and horses, shall be permitted on any of the above described tracts, and in no event shall any swine be permitted to be placed or kept in Soledad Springs Estates or on any other tract located therein. Not more than two (2) horses may be kept on any one tract, except that a Purchaser may purchase more than one tract and in such

Witness my hand and seal this 1st day of June 1961

event, may keep not more than two (2) horses for each such tract. Horses shall be kept in a suitable fenced enclosure, and such fence shall be in harmony with the general plan for development.

SEVENTH: Hunting of deer and turkey will be permitted so long as property owners and their immediate families only hunt and do so in a safe and reasonable manner so as not to endanger any other person or property. Any leasing of hunting rights is strictly forbidden.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said Seller or any person who shall own any tract or parcel of land in Soledad Springs Estates.

George E. Cowden
George E. Cowden

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE E. COWDEN, 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 21st day of August, 1972.

FILED FOR RECORD

10:50 o'clock A.M.

AUG 21 1972

Samie M. Muenker, Clerk
County of Kerr, Texas

Geraldine Muenker
Notary Public in and for Kerr County, Texas

By Geraldine Muenker Deputy.

Filed for record August 21, 1972 at 10:50 o'clock A.M.
Recorded August 24, 1972
SAMIE M. MUENKER, Clerk

By Paul Muenker Deputy

SOLEDAD SPRINGS ESTATES
KERR COUNTY, TEXAS

776219

Corrected
RESTRICTIONS

VOL. 202 PAGE 127

In order to carry out a general plan of development of Soledad Springs Estates, and in order to promote the construction of desirable residences, insure harmony in the character of such buildings in connection therewith, maintain the suitability of Soledad Springs Estates for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation, and convenience of each and every purchaser of a tract or parcel of land therein, and to enhance the value of the said tracts or parcel of land in Soledad Springs Estates, this contract for deed is, and the said General Warranty Deed shall be, subject to the covenants hereby made by Purchaser, and made and accepted subject to the restrictions and conditions upon the premises herein contracted to be conveyed as follows, to wit:

FIRST: That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him, until January 1, 1993, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the tracts or parcels of land in Soledad Springs Estates it is agreed to change said covenants in whole or in part.

SECOND: That the above described property herein contracted to be conveyed shall be used for residential purposes only, said property shall not be used for business purposes of any character nor have any commercial or manufacturing purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely professional nature as long as such services do not attribute to the tract or parcel any appearance of a commercial or non-residential use.

THIRD: Not more than one primary residence shall be constructed on any one lot or tract nor shall any lot or tract be re-subdivided without written consent of developer. No residence shall be constructed thereon which contains less than 1,000 square feet of living area except luxury mobile homes. The minimum depth of building setback lines from the roads fronting the tracts in Soledad Springs Estates shall be not less than fifty (50) feet, and not less than twenty-five (25) feet from the side tract lines.

FOURTH: No travel trailers, campers, tents or shacks shall be placed on the above described property as a residence. Luxury Mobile homes will be permitted only with developer's approval. No old automobiles or auto bodies shall be permitted to remain on property. All trash and garbage shall be disposed of in an orderly and sanitary manner.

FIFTH: No structure shall be moved onto the above described property unless it shall conform to and be in harmony with the existing structures on other tracts or other parcels of land in Soledad Springs Estates.

SIXTH: Household pets and other animals shall be permitted on the land except that no swine will be permitted. If animals are kept on the land the land must be properly fenced to contain them and the animals must not be allowed to roam over adjoining property owner's land. Animals must not be on the land in numbers or in a manner that would result in a public nuisance nor will the keeping of animals be a commercial venture. Fences erected to contain animals must be in harmony with the general plan for development.

SEVENTH: Hunting of deer and turkey will be permitted so long as property owners and their immediate families only hunt and do so in a safe and reasonable manner so as not to endanger any other person or property. Any leasing of hunting rights is strictly forbidden.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said Seller or any person who shall own any tract or parvel of land in Soledady Springs Estates.

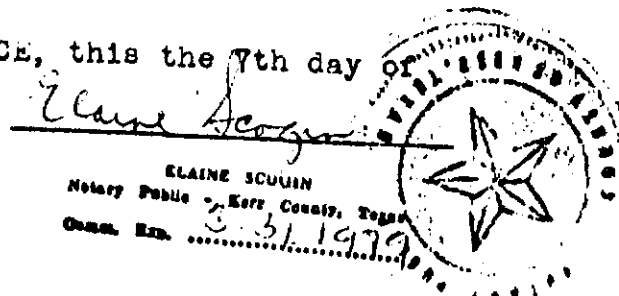
George E. Cowden
George E. Cowden

THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE E. COWDEN, 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 7th day of November, 1977



FILED FOR RECORD

at 11:50 o'clock A.M.

NOV 8 1977

EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By Heraldine Mueker Deputy

Filed for record November 8, 1977 at 11:50 o'clock A.M.
Recorded November 10, 1977
EMMIE M. MUENKER, Clerk

By Melinda Adams Deputy