

Item: **SCENIC LOOP ESTATES SECTION ONE**

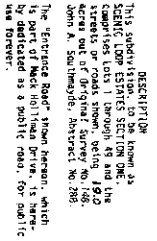
(Category: **RESTRICTIONS**)

Volume 4, Page 141, Plat Records of Kerr County, Texas; Volume 215, Page 489 and Volume 219, Page 111, 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.

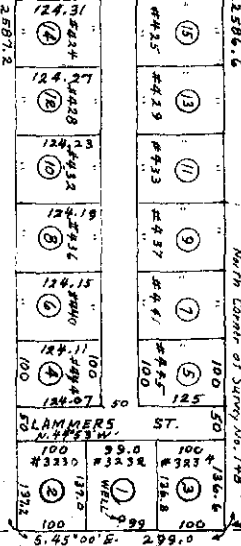
Item: **SCENIC LOOP ESTATES SECTION ONE**

(Category: **Subdivisions**)

- a. Minerals conveyed by Grantor, as described in Mineral Deed from James Hollimon to L.B. Cummings, dated July 23, 1929, recorded in Volume 5, Page 105, Oil & Gas Lease 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.
- b. Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 141, Plat Records of Kerr County, Texas.
- c. Building Set Back Lines as per the Restrictions recorded in Volume 219, Page 111, Deed 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)



KERRVILLE STATE PARK
THIS SIDE

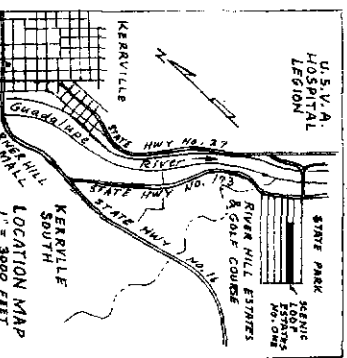


CERTIFICATION OF AUTHENTICITY & DEDICATION

Alta Brown
Secretary

Approved by the Commissioners Court of Kerr County, Texas, on the 3rd day of October, A.D. 1978, by Order No. 1467, of said Court and was filed for record on the 10th day of October, A.D. 1978, at 3:00 o'clock P.M. and was recorded on the 10th day of October, A.D. 1978, at 3:05 o'clock P.M., in Volume d on page 141 of the Plat Records of Kerr County, Texas.

Charles B. Domingues



SCENIC LOOP ESTATES
 SECTION ONE
 19.0 ACRES OUT OF
 SURVEY, NO. 448, JOHN A. SOUTHMAID
 ABSTRACT NO. 288
 IN KERR COUNTY, TEXAS
 SCALE 1" = 100 FEET
 AUGUST 31, 1978



Scenic Loop Estates

143 Brown's Drive
Kerrville, Texas 78028

512-257-4966
512-257-8272

Mike Brown
Owner

787467

RESTRICTIONS AND LAND COVENANTS

215

489

That M. A. Brown Sr., Owner of all the lots in SCENIC LOOP ESTATES, a subdivision in Kerr County, Texas, as shown by plat Record recorded in Book 4, Pages 44 & Kerr County, Texas. Does hereby impress all of the property included in said subdivision with the following restrictions, covenants, conditions and uses.

- A. DESIGNATION OF USE: All lots shall be limited to the use as outlined in the Zoning Ordinance No. 73-20, City of Kerrville, Texas. In addition, no trade, profession, business or commercial activity of any kind shall be carried on, within or on any lots in SCENIC LOOP ESTATES, nor shall anything be done thereon which may create or become a nuisance or an annoyance to the neighborhood.
- B. RETENTION OF EASEMENTS: Easements are reserved as indicated on the recorded plat for utility installation and maintenance.
- C. SET BACKS: Rear and side setbacks shall be in accordance with Zoning Ordinance No. 73-20, City of Kerrville, Texas. In addition, no radio or television antenna or guy wires shall be installed on any portion of any lot forward of the front set back line of the prospective dwelling.
- D. SIZE OF DWELLINGS AND GARAGES: No single-family dwelling shall be permitted on any lot in SCENIC LOOP ESTATES which has less than one thousand five hundred (1,500) square feet of living area, exclusive of porches and garages. Each single-family dwelling shall have an attached, covered vehicle parking space of not less than four hundred (400) square feet, except that separate garages, not to exceed six hundred (600) square feet, will be permitted, provided that such structure is attached to the dwelling by a common outer wall or covered passageway.
- E. ARCHITECTURAL CONTROL: For the purpose of insuring the development of the subdivision as a residential area of high standards, an architectural committee reserves the right to regulate and control the dwellings or structures or other improvements on each lot. No dwellings, wall, fence or other structures shall be placed upon such lot until the plan therefor and the plot plan have been approved, in writing by the Architectural Committee or by an appointee of the committee. Written acceptance or refusal of the plans, and specifications shall be forwarded to the applicant within 15 days of submission.

Scenic Loop Estates

143 Brown's Drive
Kerrville, Texas 78028

Mike Brown
Owner

512-257-4966
512-257-8272

PAGE 215 PAGE 490

- F. REPETITION OF STRUCTURES: No two (2) dwellings with identical floor plans shall be erected within six hundred (600) feet of each other. No two (2) dwellings with reversed floor plans shall be erected within four hundred (400) feet of each other. No buildings with identical exteriors within fifteen hundred (1500) feet of each other.
- G. DRIVEWAYS AND OFFSTREETS PARKING: All driveways shall be constructed of asphaltic concrete, reinforced concrete or paving brick, in accordance with accepted good practice and applicable codes and ordinances. Sufficient off-street parking area to be provided by each dwelling owner.
- H. PROTECTION OF NATURAL VEGETATION: Dwellings designed for lots containing large trees shall be designed around the trees in-as-far as possible. No trees of four (4) inches in diameter shall be removed without prior approval of the Architectural Committee.
- I. TEMPORARY STRUCTURES: No tent, shack, mobil home, house trailer, move on structures or garage placed, erected or permitted to remain on any said lots. Nor shall any structure of any temporary character be used at any time as a residence thereon.
- J. TRAVEL TRAILERS, MOTOR HOMES & BOATS: No travel trailers, motor homes, or boats shall be parked on any lot except that it may be housed in a garage or carport or screened in a manner acceptable to the Architectural Committee.
- K. ANIMALS: No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- L. GENERAL PROVISIONS: These provisions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in SCENIC LOOP ESTATES, whether by decent, devise, purchase or otherwise and every person by acceptance of title to any lot in this subdivision shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which will be binding for a period of twenty five (25) years. At which time any change in whole or part shall be determined by 3/4 majority of the owners vote. One vote per lot.

Scenic Loop Estates

143 Brown's Drive
Kerrville, Texas 78028

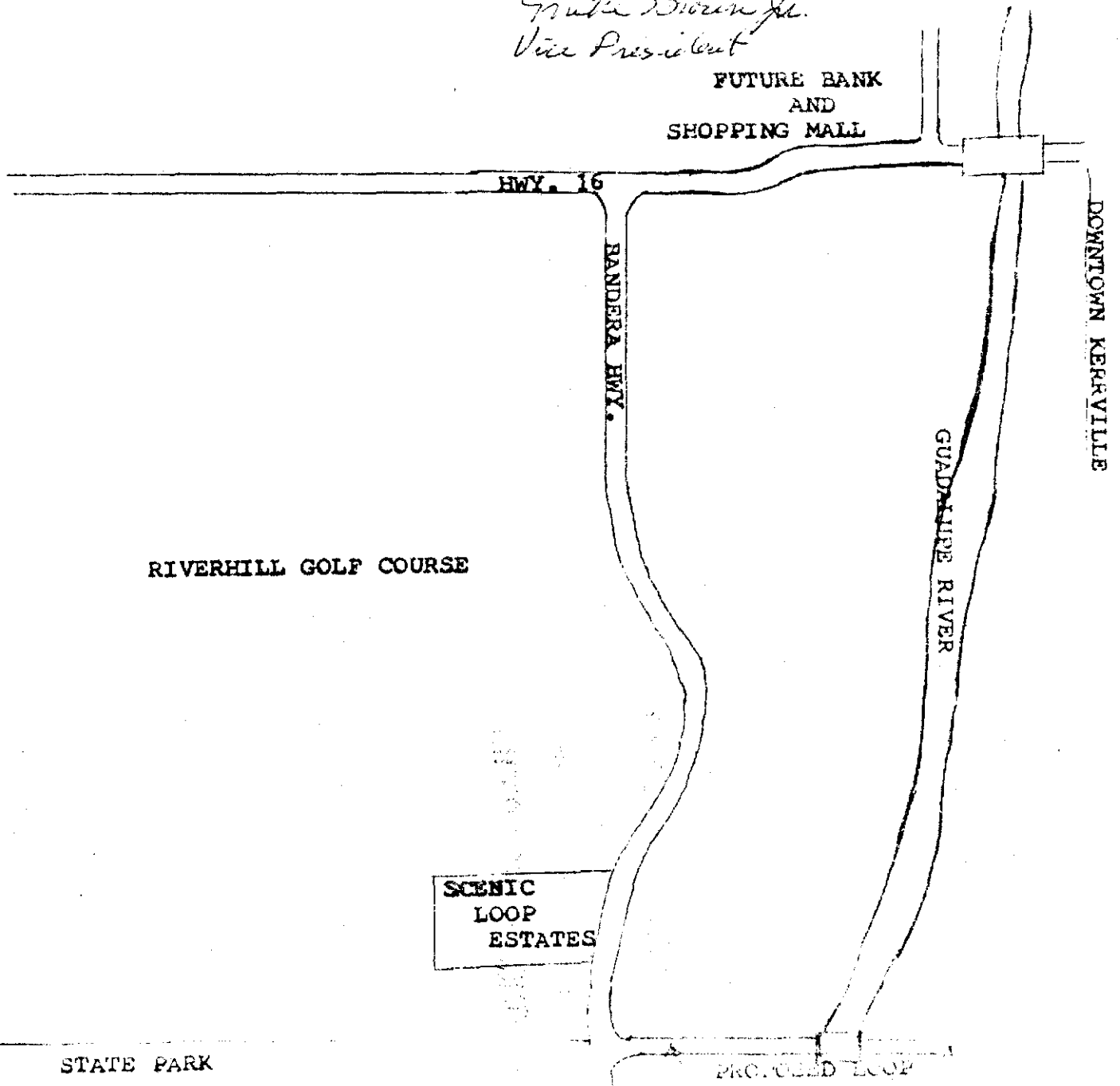
Mike Brown
Owner

512-257-4966
512-257-8212

VOL 215 PAGE 491

- M. CONSTRUCTION AND MATERIALS:** All dwellings shall be 75% masonry and 25% wood or stucco. Roofs can be composition shingles or wood shingles. End gables of wood construction or masonry. Any variations of construction materials may be used if approved by Architectural Committee.
- N. Buildings must be completed within one hundred eighty days (180) days.**

*Mike Brown Jr.
Vice President*



The State Of Texas

VOL 215 PAGE 492

County Of Kerr. Before me the undersigned authority, on this day personally appeared

Mike Brown Jr. 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 20th day of Nov .A.D. 1978.



Mike Brown Jr.

Mike Brown Jr V.P.

Notary Public Kerr County Texas

Melvin F. Arnecke

Melvin F. Arnecke

11/8/74/67

Restrictions
Scenic Loop Estates
to
the Public

FILED FOR RECORD

at 10:30 o'clock A. M.,

NOV 20 1978

~~Commissary M. M. Mendenhall~~
Clerk County Court, Kerr County, Texas

By ~~Geraldine Mendenhall~~, Deputy

Mail to:
Mike Brown, Jr.
143 Browns Drive
Kerrville, Tex 78028

791501

RESTRICTIONS

STATE OF TEXAS

§

COUNTY OF KERR

§

KNOW ALL MEN BY THESE PRESENTS:

THAT whereas, MAJAK, INC., a corporation organized and existing under the laws of the State of Texas, acting herein by and through its duly authorized officers and agents, with offices in Kerrville, Texas, hereinafter referred to as "Declarant", is the owner (except as hereinafter provided) of the following described property located and situated in Kerr County, Texas, to-wit:

All those certain lots, tracts or parcels of land lying and being situated in Kerr County, Texas, known as SCENIC LOOP ESTATES, a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 4, Page 141, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

Whereas, Declarant desires to establish a uniform plan for the development, improvement and sale of the residential lots in said Subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in said Subdivision;

NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all residential lots which shall constitute covenants running with the title of said residential lots and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and each and every purchaser of any of said residential lots and their respective heirs, administrators, successors and assigns, and each and all of such beneficiaries shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE I

DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot

which is a part of the Properties, including contract buyers, but excluding those whose interest is held merely as security for the performance of an obligation.

2. "Properties" shall mean and refer to the real property hereinabove described, and the real property which may hereafter be brought into the jurisdiction of the Owner and Architectural Control Committee.

3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of (a) streets as shown on any such subdivision map or plat, and (b) any Common Area which may be acquired by the Lot owners.

4. "Declarant" shall mean and refer to MAJAK, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE II

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All Lots shall be known, described and used as Lots for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling, not to exceed two (2) full stories in height with an attached or detached garage or carport, which garage or carport, whether attached or detached, shall be of standard size to accommodate not less than one (1) car. As used herein, the term "residential purposes" shall be construed to include single-family residential dwellings, but to prohibit the use of said property for garage apartments or apartment houses; and no Lot shall be used for business or professional purpose of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon; provided, however,

that each residential home builder on Lots subject to these restrictions shall be permitted to move onto three Lots owned by each such builder, a construction building, a sales office, and a storage building, one of said buildings on one Lot each, which buildings need not comply with the building specifications contained in these restrictions so long as the exterior appearance of said buildings shall be reasonably maintained, which buildings shall be removed from said Lots by the builder maintaining same when said builder has completed his construction in Scenic Loop Estates; and provided further, however, that builders on Lots subject to these restrictions may maintain a sales office in one of their houses built according to these restrictions for eventual sale to a resident, which sales office may only be used for sales of houses in Scenic Loop Estates and in which sales office a window air conditions may be employed, if necessary.

2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No alterations in topography or Lot drainage from finished grade elevations shall be permitted or made unless specifically approved by the Architectural Control Committee. Submissions to the Committee not approved or disapproved within thirty (30) days from date of submission shall be deemed approved.

3. Building Set Back Lines. No structure shall be erected on a Lot nearer than the building set back lines as shown on the recorded plat of Scenic Loop Estates or as hereinafter designated.

4. Fences/Walls. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back lines established as aforesaid.

5. Dwelling Size. The ground floor area of a one-story residential

structure, exclusive of open porches and garages, shall be not less than one thousand four hundred (1,400) square feet, unless expressly otherwise approved by the Architectural Control Committee. On any Lot for a one and one-half (1-1/2) story main residential structure as defined hereinabove, the ground floor shall contain not less than one thousand one hundred (1,100) square feet and the one-half second story shall contain not less than five hundred (500) square feet, and for any full two-story main residential structure as defined hereinabove, each floor shall contain not less than eight hundred (800) square feet, unless expressly approved by the Architectural Control Committee.

6. Type of Construction, Materials and Landscape. No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building on any Lot subject to these restrictions, except in sales offices, construction buildings, and storage buildings of home builders as described hereinabove.

7. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building set back lines as described hereinabove. No building shall be located nearer than six (6) feet to any interior Lot line. No main residence building nor any part thereof shall be located on any interior Lot nearer than twenty-five (25) feet to the front or rear Lot line. No building shall be located nearer than fifteen (15) feet to any side street. For the purpose of this restriction, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building will face the front of the Lot.

8. Minimum Lot Area. No Lot shall be resubdivided; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said Subdivision if such

resubdivision increases the Lot area of all building plots affected thereby, it being the intention of this restriction that no building plot within said Subdivision shall contain less than the area of the smallest lot as described in the recorded plat above referenced.

9. Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision (either public or privately owned) using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

10. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any illegal activity be carried on upon any Lot.

11. Household Pets. No animals, birds or reptiles of any kind shall be kept or maintained on any Lot, except that not more than two (2) usual and ordinary household pets may be kept and maintained on any Lot, provided that same are confined to the Lot where kept except when reasonably exercised on a leash, and provided further, however, that same do not constitute a danger, or a nuisance or annoyance as defined hereinabove, and provided that same shall be so kept and maintained in compliance with all applicable health regulations of any governmental authority.

12. Private Residential Swimming Pools. Any swimming pool constructed by a residential owner of any Lot shall be fenced and protected from authorized entry, and said pool shall be kept in good, clean and healthful condition at all times.

13. Bicycles, Unicycles, Motorcycles, Motor Bicycles and Motor Scooters. No bicycle, unicycle, motorcycle, motor bicycle or motor scooter shall be maintained on any Lot or ridden to or from any Lot which is not equipped with a front headlight or beam and a

light reflector on the rear bumper, which headlight or beam shall be lit when such vehicle is in use at any time at or after dusk and before dawn. No motorcycle, motor bicycle, or motor scooter shall be maintained on any Lot or ridden to or from any Lot unless same is properly and effectively equipped with a quiet muffler, and provided further, that same do not constitute a danger, nuisance or annoyance as defined hereinabove.

14. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, car port, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purpose; however

(1) anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of unreasonable size, is so placed on a residential Lot so as not to be visible from the street on which said Lot faces, and is constructed and maintained in such a manner as to comply with Section 7 of these restrictions;

(2) and provided further, however, that anything contained in these restrictions to the contrary notwithstanding that there shall be permitted on any residential Lot the use of a storage building not to exceed seven feet (7') in height, eight feet (8') in width, and ten feet (10') in width, and eight feet (8') in length, said building not to exceed seven feet (7') in height and 560 cubic feet of enclosed and roofed area, provided, that said storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from the street on which said Lot faces, and provided further, that said storage building is built and maintained in a manner consistent with these restrictions.

(b) No truck, camper, trailer, automobile boat -- whether powered or sail or otherwise -- or other vehicle will be stored, parked or kept in any street for more than sixty hours (60) during a seventy-two (72) hour period, and no inoperative vehicle (inoperative herein defined as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby, provided the garage door may be closed as hereinabove provided; provided further, however, that nothing contained in these restrictions shall be

construed to prohibit the storage of all such vehicles or boats except inoperative vehicles, behind a solid wooden cedar fence constructed on Lots covered by these restrictions and constructed in accordance with other provisions of these restrictions, said fence to be constructed so that there are no gaps between the boards constituting said fence, said fence to be maintained in accordance with other provisions of these restrictions, said fence not to exceed six feet (6') in height, and the height of permitted vehicles and boats so stored behind such fence shall not unreasonably exceed the height of such fence.

15. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot or plat except one sign of not more than five (5) square feet of surface area advertising the property for sale or rent, except signs used by a builder to advertise the property during the construction and sales period shall not be subject to said minimum size requirement but which signs shall be subject to the approval of the Architectural Control Committee, which approval shall not be arbitrarily withheld.

16. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

17. Storage and Disposal of Garbage. Usual household garbage shall be kept only in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids, provided further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which

these materials shall either be removed from the Lot or stored on the Lot in a suitable attractive enclosure provided for hereinabove so as not to be visible from the street.

18. Trash, Rubbish, Waste Materials, Yard Clippings, and Cuttings. No Lot shall be used or maintained as a dumping ground for trash, rubbish, waste materials, yard clippings or cuttings, and no burning or incinerating of same shall be permitted on any Lot at any time, and same shall not be placed in the front of any residence or Lot for regular or specially scheduled pick-up at any time longer than twenty-four (24) hours in advance of such pick-up, and to the extent possible, same shall be securely and neatly contained and protected to avoid cluttering or spreading of same from the place where so deposited for pick-up.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. Composition of Committee. The Architectural Control Committee shall be composed of 2 members, the initial members hereby appointed being Mike Brown, Sr. and Mike Brown, Jr. each of whose addresses for the purposes hereof is 143 Brown's Drive, Kerrville, Texas 78028. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, two-thirds (2/3) of the Lot owners in Scenic Loop Estates shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed hereunder.

2. Control over Maintenance of Dwellings. If in the opinion of the Committee, the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the Owner thereof in writing of the need of such repairs or maintenance and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Committee may proceed to have such repairs

or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with interest at the rate of ten (10%) percent per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

ARTICLE IV

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing and/or to recover damages or other dues for such violations.

2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed these presents for itself and for its successors and assigns, at Kerrville, Texas, on this 8th day of MARCH, 1979.

MAJAK, INC.

By: M. Brown, Sr.
M. Brown, Sr., President

ATTEST
Alta Jane Brown
Alta Jane Brown, Secretary
(SEAL)

STATE OF TEXAS X


COUNTY OF KERR X

VOL. 219 PAGE 120

BEFORE ME, the undersigned authority, on this day personally appeared M. Brown, Sr., President of MAJAK, INC., a corporation, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of MARCH, 1979.




Notary Public in and for
Kerr County, Texas

My Commission Expires: 9-15-80
H. RITTMAN JONES

NOTARY PUBLIC IN & FOR KERR COUNTY TEXAS
MY COMMISSION EXPIRES SEPT, 15, 1980

- 10 -

SCENIC LOOP ESTATES RESTRICTIONS to the Public	FILED IN RECORD MAR 9 1979 10:00 A.M.	STANLEY AND JONES Attorneys at Law 602 MAIN STREET KENNEDYVILLE, TEXAS 79552
---	---	---

791501

Filed for record March 9, 1979 at 10:00 o'clock A.M.
Recorded March 13, 1979
ENNIE M. MUENKER, Clerk

By Ennie M. Muenker Deputy