

Fall Branch Restrictions

Volume 5, Page 114, Plat Records of Kerr County, Texas; Volume 314, Page 232, 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

- Drainage Easement to Kerr County, dated October 17, 1922, recorded in Volume 40, Page 472, Deed Records of Kerr County, Texas. (AS PER LOTS 1, 19 & 18 ONLY)
- Right Of Way Easement dated October 14, 1982 to Central Texas Electric Cooperative, Inc., recorded in Volume 16, Page 203, Easement Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated January 20, 1954 to Hill Country Telephone Cooperative, Inc., recorded in Volume 17, Page 509, Easement Records of Kerr County, Texas.
- Utility Easements and Building Set Back Lines as per the plat recorded in Volume 5, Page 114, Plat Records of Kerr County, Texas.
- Sanitary Easement as per the Plat recorded in Volume 5, Page 114, Plat Records of Kerr County, Texas. (AS PER LOTS 5, 6, 7, 8 & 26 ONLY)
- Building Set Back Line as per the Restrictions recorded in Volume 314, Page 232, Real Property 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)

BRUNING 40-106 56104

1. I, the undersigned, being a duly qualified Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in the records of the County Clerk of this County.

W.C. Venable
Surveyor



2. I, the undersigned, being a duly qualified Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in the records of the County Clerk of this County.

W.C. Venable
Surveyor

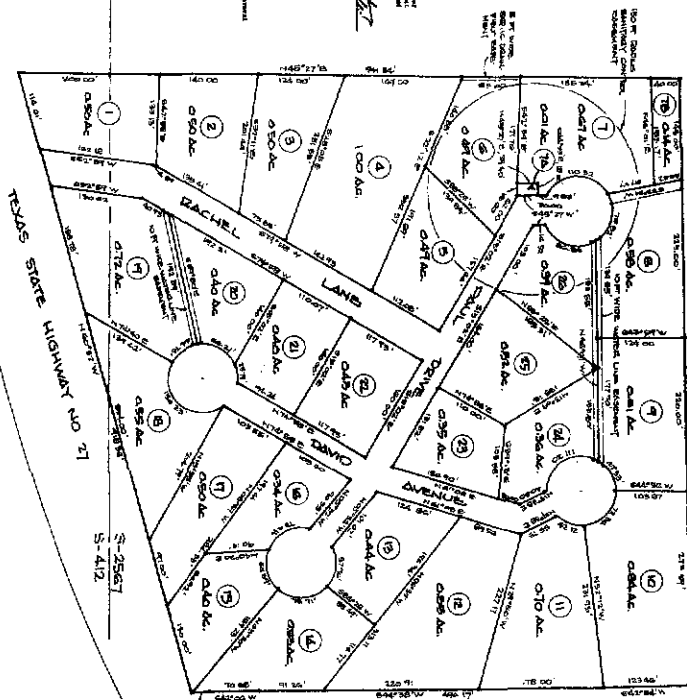
3. I, the undersigned, being a duly qualified Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in the records of the County Clerk of this County.

W.C. Venable
Surveyor

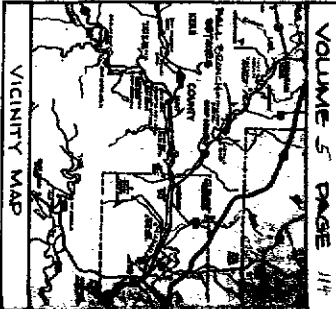
FALL BRANCH ESTATES
A SUBDIVISION COMPRISING 16,877 ACRES OF LAND,
MORE OR LESS, OUT OF J.M. WEBB SURVEY NO. 2567,
ABSTRACT NO. 2046, AND J.D. GREENSBACK SURVEY
NO. 412, ABSTRACT NO. 2046, BOTH SURVEYS IN
KERR COUNTY, TEXAS

MARCH 1995

WOLFE ENGINEERING & SURVEYING
1001 W. 10TH ST.
DALLAS, TEXAS 75208



SCALE 1" = 100'



VOLUME 5 PAGE 114

1. I, the undersigned, being a duly qualified Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in the records of the County Clerk of this County.

W.C. Venable
Surveyor

2. I, the undersigned, being a duly qualified Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in the records of the County Clerk of this County.

W.C. Venable
Surveyor



Granted unto Central Texas Electric Cooperative, Inc., a corporation whose post office address is Fredericksburg, Texas and the boundaries of which are as shown on map follows:

Grantors hereby retain perpetual easement for the installation and maintenance of utilities and all necessary appurtenances thereon, 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 streets, 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 deduced to the center line of said streets and twenty feet (20') along the entire perimeter (boundary) of said subdivision and with the authority to place, construct, operate, maintain, release and replace thereon an electric distribution line or system. The easement rights herein reserved include the privilege of anchoring any support cables or other devices suitable and easement when deemed necessary by the utility to support equipment within said easement and the right to install wire and/or cables over some portion of said lots and/or tracts not within said easement so long as such lines 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 area which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and/or tracts 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 easement 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 to ingress to, and to egress from said right-of-way and easement, and the right from them to 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 installation; the developer and/or landowner shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction, or maintenance of any lines constructed on the property.

Any deviation to the above policy will be at the discretion of the Manager or in the absence of the Manager, then the Cooperative Engineer.

Central Texas Electric Cooperative, Inc.
Manager

GENERAL NOTES

No buildings or other structures shall be erected on any lot nearer than:

80 ft. from any front street right-of-way line
15 ft. from any side street right-of-way line
10 ft. from any rear lot line

All lot corners are marked with 4" iron stakes

Lot 7A is well sited; Lot 7B is storage tank site

The land plotted herein does not lie within the 100 year flood plain as determined from the Kerr County Flood Insurance Rate Map (BFIRM)

School District: Ingram Independent

Road Right-of-Way:

Rachel Lane = 30 ft.
Paul Drive = 40 ft.
David Avenue = 40 ft.

All cul-de-sac roads = 30 ft.

01960

RESTRICTIONS OF
FALL BRANCH ESTATES

VOL. 314 PAGE 232

WHEREAS, on the 19th day of October, 1984, the undersigned did purchase that certain property attached hereto as Exhibit "A" hereby incorporated herein for all intents and purposes as if copied herein verbatim; and

WHEREAS, the undersigned desires to subdivide and sell portions or tracts of said property;

NOW THEREFORE, the undersigned, being the legal owner of the property described on Exhibit "A", in order to create and carry out a uniform plan for the improvement and development of said property, hereinafter referred to as "subdivision", and for the benefit and protection of the present and future owners of the lots in said subdivision, does hereby adopt and establish the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvements, occupancy and conveyance of all lots in said subdivision; and all contracts, deeds, or other instruments of any nature, which may be executed hereafter with regard to or affecting said subdivision, or any lot therein, shall be executed, delivered and accepted subject to the following, and shall conclusively be held to have been executed, delivered and accepted subject to the following, regardless of whether or not same are set out in full, by reference, or mentioned at all in said contract, deed or other instrument, to-wit:

I.

- 1) From this date forward the subdivision shall be known as FALL BRANCH ESTATES.
- 2) No lot shall ever be divided, altered or re-subdivided for any purpose.
- 3) No signs shall ever be placed on any lot except those associated with the sale of the lot; such signs shall never contain more than 4 square feet.
- 4) All lots shall be kept clean, mowed and orderly. In the event same is not done, the Architectural Control

Committee shall have the right to clean, mow or take such action as may be reasonably necessary to bring such lot in compliance. The architectural control committee shall further have the right to charge such costs back to the owner, and place a lien on such lot to secure repayments thereof.

- 5) Only one family shall be permitted to reside in each residence. "Family" shall be defined as an adult male and/or female, together with their siblings.
- 6) No lot shall ever be used for any commercial purpose whatsoever.
- 7) All lots shall be used for residential purposes only. No more than one residence shall be placed on any lot, and all such residences shall have no less than 780 square feet of heated and cooled area. All residences to be placed on the property shall be approved in writing by the Architectural Control Committee prior to placement thereon.
- 8) All residences shall be set back from the front property line of the lot a minimum 30 feet.
- 9) All manufactured homes placed on any lot shall first be approved by the Architectural Control Committee and shall meet the following criteria:
 - A) Such manufactured home shall have been built in year 1982 or a subsequent year.
 - B) All manufactured homes must be skirted within 60 days from the initial date of placement on any lot. All such skirting shall be first approved in writing by the Architectural Control Committee prior to commencement of construction thereon. Such skirting shall be in conformity with the general color scheme of the residence, however, skirting with native stone or other native materials is acceptable (galvanized material not acceptable).

- 10) Outbuildings shall be allowed at the written discretion of the Architectural Control Committee, and shall be in accordance with all specifications and guidelines given by the committee.
- 11) No tents or structures of a temporary nature or character shall ever be placed on any lot other than as specifically provided herein. No such structure shall ever be used as a residence or living quarters without specific written permission of the Architectural Control Committee.
- 12) No improvements or structures of any nature shall be placed on any lot without first obtaining the written approval of the Architectural Control Committee.
- 13) No fence shall be placed any closer than 30 feet to the curb of any street. All fences shall be chainlink type, or or such other materials and design as may be approved by the Architectural Control Committee.
- 14) No water wells of any nature may be placed upon the property, except that the Architectural Control Committee may allow water wells to be drilled for purposes of community water supply.
- 15) No septic tank, drain line, or drain field shall ever be placed any closer than 150 ft. to any water well.
- 16) Except as herein provided, no drilling, excavation or mining shall take place on any lot. The surface shall never be used or disturbed for the purpose of exploring for or producing oil, gas or any other mineral.
- 17) The maximum speed limit on all roads in the subdivision shall be 15 miles per hour.
- 18) All parking shall be on the driveways and/or carports associated with each residence, provided, however, that on street parking is allowed so long as it does not exceed 72 hours.
- 19) No repair of vehicles shall be permitted. Emergency repairs (i.e., changing tires, batteries, etc.) is

allowed.

VOL. 314 PAGE 235

- 20) No vehicles larger than 1 ton rated capacity shall ever be allowed in the subdivision, unless same are in the subdivision for the purpose of setting up manufactured homes or maintenance or repair operations. No such vehicle shall remain in the subdivision overnight, and all such vehicles shall immediately exit the subdivision upon completion of any such set up maintenance, or repair operation.
- 21) All recreation trailers, recreational vehicles, motorcycles, boats, motor homes, campers or any other types of portable shelters or vehicles commonly pulled by or carried upon an automobile or truck and used for recreational purposes shall be placed to the rear of and behind the residence located on the lot.

In the event this shall not be possible, the Architectural Control Committee shall designate, in writing, the place or location where same shall be stored.

- 22) No noxious or offensive activities shall ever be permitted on any lot. This shall specifically include, but shall not be limited to, disturbing noises, loud parties, intoxication or misconduct.
- 23) Garbage shall never be allowed to accumulate, and in the event the Architectural Control Committee shall make arrangements for the collection of garbage in the subdivisions, all lot owners shall be required to participate therein. In the event such collection arrangements are made, all garbage shall be placed in plastic bags inside a solid container designed for such use.
- 24) No burning shall be allowed in the subdivision, with the exception that the Architectural Control Committee shall be empowered to approve in writing, burning for the purpose of lot clearing and cleaning.

- 25) No appliances or furniture of any nature, except for appliances or furniture designed for outdoor use (i.e...patic furniture, barbeque equipment), shall ever be placed outside the residence or outbuildings.
- 26) No towels, rugs, wearing apparel or laundry of any kind shall ever be hung or placed outside the residence.
- 27) Antennas for the reception of television, radio, etc..., shall be placed only at such locations as shall be pre-approved in advance, in writing, by the Architectural Control Committes.
- 28) Pets shall be limited to 2 per family residence. No animals which are vicious or create a nuisance shall be allowed. The Architectural Control Committee shall have the right to refuse to allow any pet in the subdivision, if it deems same to be a nuisance. No pets shall be allowed to "run loose", and all pets shall be kept within a fenced yard or on leash at all times. No poultry, rabbits, swine, horses, or livestock shall ever be permitted on any lot.
- 29) An Architectural Control Committee shall be established by the undersigned. The membership of such committee shall be made up of the person or persons designated by the undersigned. The undersigned shall have the power to change and alter such architectural control committee as it shall deem necessary to further the development plan found herein, and shall further have the power to assign all rights retained herein by the Architectural Control Committee, by written assignment. The Architectural Control Committee shall be empowered to perform the following functions, to-wit:
 - A) To review and approve all residences and other structures to be placed in the subdivision.
 - B) To grant variances from these restrictions as it may deem necessary to carry out the uniform plan

for development as found herein.

- C) To exercise and perform all other functions and powers as may be given it herein.

All submissions to the architectural control committee shall be made by hand delivery or certified mail, return receipt requested. Said submissions shall be deemed received when actually received. From the date of receipt, the Architectural Control Committee shall have 30 days to respond to such submission. If no response is received within 30 days, then such submission shall be deemed approved. All submissions shall contain a return address, or such submission shall be considered invalid and of no force and effect.

- 30) These covenants shall run with the land and shall be binding on any person or persons holding any interest whatsoever in said subdivision until February 25, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of the then owners of two thirds of the lots in said subdivision, it is agreed to change said covenants in whole or in part; provided, however, that the undersigned shall always have the right to amend, alter or change these restrictions as the undersigned shall deem necessary for the proper and orderly development of the subdivision in accordance with the uniform plan for development found herein, so long as the undersigned shall have any ownership interest of any nature in said subdivision.

SIGNED on this the 7 day of March, 1985.

FILED FOR RECORD

at 2:03 o'clock P. M.

MAR 7 1985

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By Lois Hudson Deputy

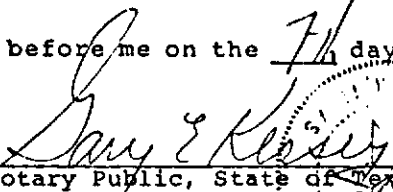
James A. Lammers
JAMES A. LAMMERS

STATE OF TEXAS

VOL. 314 PAGE 238

COUNTY OF KERR

This instrument was notarized before me on the 7th day of
March, 1985, by JAMES A. LAMMERS.


Notary Public, State of Texas
My Commission Expires: 9/20/85
GARY E. KERSEY
Notary's Printed Name

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being approximately 15.90 acres out of J. M. Webb Survey No. 2567, Abstract No. 2046 and 0.69 acre out of J. D. Groesbeck Survey No. 412, Abstract No. 154 in Kerr County, Texas; being the most southeasterly 16.59 acres out of that land conveyed as 28.21 acres from J. A. Jackson, et ux, to Burnett Lee, et ux, by a Warranty Deed with Vendor's Lien executed the 8th day of July, 1946, and recorded in Volume 79 at Page 636 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked with a 1/2" iron stake for the east corner of the herein described tract and said 28.21 acre tract, the occupied east corner of said Survey No. 2567;

THENCE, along or near said fence with the occupied southeast line of said 28.21 acre tract: S 42° 54' W 123.46 ft. to a 25" diameter tree marked with a 1/2" iron stake; S 44° 38' W 490.17 ft. to a fence anglepost marked with a 1/2" iron stake; S 42° 06' W, 70.68 ft. to a anglepost marked with a 1/2" iron stake; and S 44° 04' W, not along a fence, 25.30 ft. to a 1/2" iron stake set in the northeast right-of-way line of Texas State Highway No. 27 for the south corner of the herein described tract and said 28.21 acre tract;

THENCE, with the said northeast right-of-way line of State Highway No. 27 and southwest line of 28.21 acre tract, N 60° 37' W, at 44.03 ft. passing a fence anglepost, then continuing along or near said fence for a total distance of 918.36 ft. to fencepost marked with a 5/8" iron stake for the west corner of the herein described tract, the south corner of a certain 11.52 acre tract heretofore conveyed out of said 28.21 acre tract;

THENCE, upon, over and across said 28.21 acre tract with the southeast line of said 11.52 acre tract, N 45° 27' E, 941.34 ft. to a 5/8" iron stake in a fence, the occupied northeast line of said 28.21 acre tract for the north corner of the herein described tract, the east corner of said 11.52 acre tract;

THENCE, along or near said fence with the occupied northeast line of said 28.21 acre tract, S 46° 01' E, 865.59 ft. to the PLACE OF BEGINNING, containing 16.59 acres of land, more or less, within these metes and bounds.

STATE OF TEXAS

COUNTY OF KERR

R
#1960

JAMES A. LAMMERS, *et al*

TO

THE PUBLIC

FILED FOR RECORD

at *2:03* o'clock *P.* M.

MAR 7 1985

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By *Patricia Dye* Deputy

RESTRICTIONS OF
FALL BRANCH ESTATES

RETURN TO:

Dan E. Kersey
317 Earl Garrett
Kerrville, TX 78028

GARY E. KERSEY, P. C.

ATTORNEY AT LAW

317 EARL GARRETT

KERRVILLE, TEXAS 78028