

Item: **NICKERSON FARM**

(Category: RESTRICTIONS)

Volume 398, Page 287, Real Property Records of Kerr County, Texas (as per *only for* resubdivision of Tracts 9J and 9F only);
Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, {PR,"insert type of
records",ST1,3} 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: **NICKERSON FARM**

(Category: Subdivisions)

- a. Easement to Texas Public Utilities Company, dated August 31, 1926, recorded in Volume 46, Page 348, Deed Records of Kerr County, Texas.
- b. Easement to Lone Star Gas Company, dated June 12, 1951, recorded in Volume 2, Page 66, Easement Records of Kerr County, Texas. (Does not affect 9F or 9J)
- c. Easement to Lone Star Gas Company, dated June 27, 1951, recorded in Volume 2, Page 67, Easement Records of Kerr County, Texas. (Does not affect 9F or 9J)
- d. Easement and Right Of Way to Anna Yankey and Alma M. Yankey, dated July 8, 1958, recorded in Volume 3, Page 49, Easement Records of Kerr County, Texas. (Affects 9G and 9H and 25.64 acre tract only)
- e. Easement to Southwestern Bell Telephone Company, dated February 8, 1962, recorded in Volume 3, Page 310, Easement Records of Kerr County, Texas. (Affects Lots 9G and 9H and 25.64 acre tract only)
- f. Right of Way Easement to Louis F. Bohnert and wife, Milbie Bohnert, dated July 19, 1960, recorded in Volume 3, Page 225, Easement Records of Kerr County, Texas.
- g. An undivided non-participating royalty interest, reserved by Grantor as described in instrument from R.B. Nowlin and wife, Hazel Nowlin et al, to Roadrunner Estates, Inc., dated June 23, 1970, recorded in Volume 144, Page 357, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, express 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 the aforesaid instrument.
- h. Easement to Southwestern Bell Telephone Company, dated August 9, 1971, recorded in Volume 6, Page 487, Easement Records of Kerr County, Texas. (Affects 9G, 9H and 25.64 acre tract only)
- i. Easement to Southwestern Bell Telephone Company, dated August 9, 1971, recorded in Volume 6, Page 495, Easement Records of Kerr County, Texas. (Affects 9G, 9H and 25.64 acre tract only)
- j. Minerals conveyed by Grantor, as described in Mineral/Royalty Deed from Southern Pacific Transportation Company to Bravo Oil Company, dated December 17, 1970,

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

NICKERSON FARM
A RESUBDIVISION OF TRACTS 9J AND 9F

STATE OF TEXAS §
COUNTY OF KERR § KNOW ALL MEN BY THESE PRESENTS:

MICHAEL E. TUCK, owner and developer of NICKERSON FARM SUBDIVISION, a subdivision of Kerr County, Texas, appearing of record in Volume 5, Page 228, Plat Records of Kerr County, Texas, hereby adopt, establish, promulgate, and impress upon such subdivision the following declaration of restrictions and covenants.

NOW, THEREFORE, WHEREAS, it is deemed to be in the best interest of Declarant and of the persons who may purchase lots from Declarant that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivision;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants and conditions as hereinafter set forth, and the property shall be subject to restrictions set forth herein which shall run with the property and be binding on all parties having an interest therein.

1. Enforcement. The Developer, or any owner, or the Commissioners Court of Kerr County, Texas, shall have the right to enforce, by any proceeding at law or in equity, all restrictions and conditions imposed by the provisions of this Declaration. Failure by the Developer, any owner, or the County Commissioners Court of Kerr County, Texas, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) 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.

3. Non-Commercial Use of Tracts. None of said Tracts, or the improvements erected thereon, shall be used for any purpose other than a private family residence with the usual and customary accessory buildings, such as, but not limited to, garage, guest cottage and servant's quarters. No Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser from planting hay, fruit trees, vegetables, orchards, gardens, or production of handcrafted goods, or the rendering of professional services of a purely personal nature so long as such aforementioned activities do not give any part of the property a non-residential or commercial appearance.

4. Construction of Buildings and Other Structures. All buildings and structures on each Tract shall be architecturally acceptable by the seller or his assigns. No unpainted metal or fiberglass structures shall be placed on any of said Tracts for use as an accessory building, except the roof. No tent, or substandard structure of any character may be placed, constructed or maintained on any said Tracts; mobile homes of at least 700 square feet interior floor space shall be allowed, not to exceed five (5) years of age from date it is moved in. Any mobile home in Nickerson Farm shall have suitable skirting of a similar or complementary material within 90 days. All stickbuilt homes must be at least 700 square feet of interior floor space and the exterior shall be completed within 180 days from initiation of construction.

5. Setback Lines. The minimum depth of building setback lines from the roads fronting the tracts in Nickerson Farm shall be not less than twenty-five (25') feet and not less than ten (10') feet from side tract lines. Any construction of roads, driveways or culverts within the main road easement shall be to Kerr County specifications. There can be no variations unless permission is granted in writing by the developer or his assigns.

6. Animals. No commercial feed lots shall be allowed and specifically no swine shall be permitted. All dogs, cats, and all other household pets must be confined by leash or within a fenced enclosure at all times.

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

any closer than twenty-five (25') feet from the designated sixty foot (60') roadway easements.

8. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. Absolutely no unused, abandoned or wrecked vehicles will be allowed on any lot in Nickerson Farm. Two or more vehicles in disrepair placed on a tract for more than two weeks shall constitute a junk yard.

9. Signs. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one For Sale sign containing no more than five (5) square feet. This does not apply to the initial sale of the tracts by the developer or his assigns.

10. Subdividing. No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without consent of the Commissioners Court of Kerr County, Texas.

11. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Seller to seek enforcement of any term or provision constitute a waiver of any right to do so in the future of the validity or enforceability of such term or provision.

12. Interpretation. The right is exclusively and expressly reserved to the Seller and its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions, but such right shall be without prejudice to the rights of enforcement prescribed in paragraph 1 above.

13. Abatement and Removal of Violation. Violation of any restriction or condition or breach of any covenant herein contained shall give the Seller or its assigns, in addition to all other remedies, the right to enter upon the land, to locate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

NICKERSON FARM

By:

Michael E. Tuck
MICHAEL E. TUCK

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this 20th day of October,
1986, by MICHAEL E. TUCK.



Edith Y. Spalding

Notary Public, State of Texas

Notary's Printed Name: Edith Y. Spalding

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
ON BASIS OF COLOR OR RACE IS INVALID AND
UNENFORCEABLE UNDER FEDERAL LAW.

FILED FOR RECORD

at 1:14 o'clock P. M.

✓ OCT 20 1986 ✓

PATRICIA DYE
Clerk County Court, Kerr County, Texas

By Patricia Dye Deputy

Michael E Tuck

222 Sidney Baker S

Suite 640

Kerrville, Tx 78024