

SHEPPARD HILLS ESTATES

RESTRICTIONS

Volume 156, Page 729, 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.

OTHER EXCEPTIONS

- Utility Easements as per the Plat recorded in Volume 3, Page 106, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 156, Page 729, Deed 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)

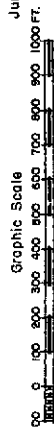
SHEPPARD HILLS ESTATES

BEING A SUBDIVISION OF 101.00 ACRES OUT OF THE H.E. & W.T. R.R. CO. SURVEY NO. 1473, CERTIFICATE NO. 744, ABSTRACT NO. 777, KERR CO., TEXAS.

HARRY COWDEN, KERRVILLE, TEXAS - OWNER

D. R. VOELKEL, Registered Professional Engineer

Scale: 1" = 200' June 1972

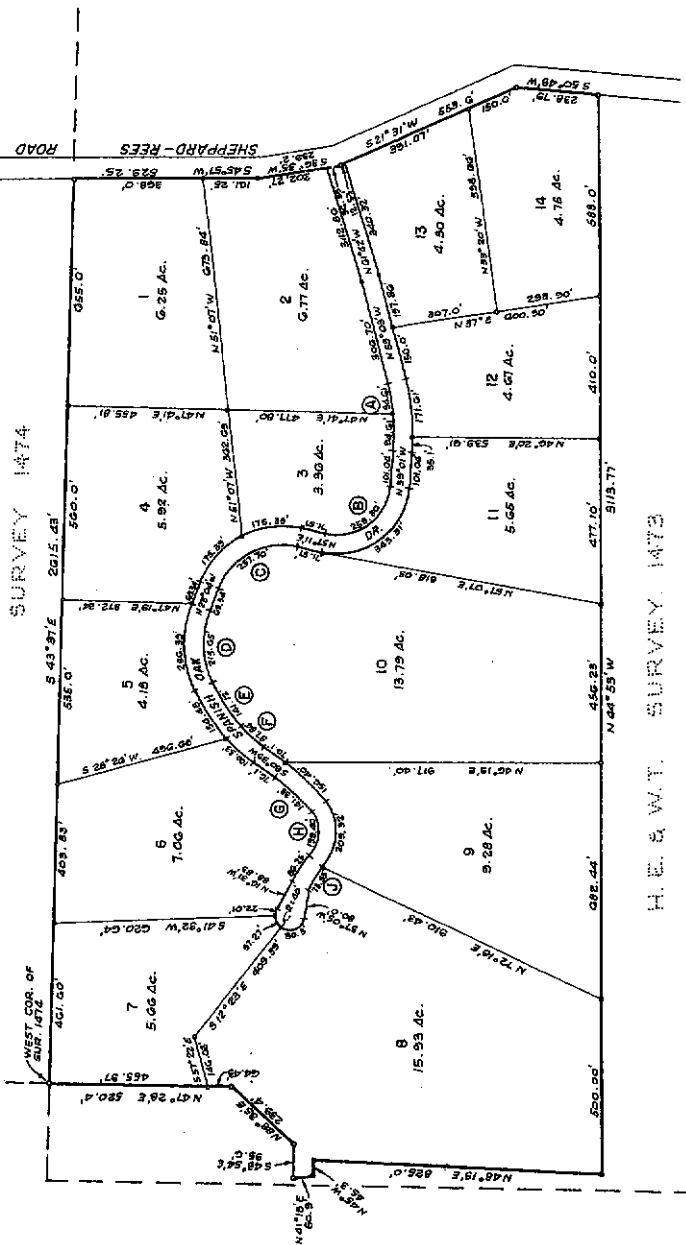


CENTERLINE CURVE DATA

CURVE	ANGLE	BEARING	CHORD	EXTENSION	CHORDS	LENGTH	LAND CHORD
(A)	27°02'55"	100.0'	525.31'	8.71'	10.1205'	107.33'	139.01'
(B)	36°17'12"	720.0'	1175.49'	89.24'	34.4905'	301.33'	327.17'
(C)	60°14'38"	192.0'	725.48'	135.40'	75.4007'	215.77'	250.35'
(D)	42°59'00"	128.0'	529.90'	78.80'	19.7404'	236.00'	223.57'
(E)	18°11'05"	74.35'	551.79'	4.93'	10.2771'	147.74'	147.40'
(F)	17°10'58"	76.0'	493.85'	5.00'	11.0410'	148.57'	149.30'
(G)	30°51'38"	104.65'	124.68'	39.23'	45.7603'	174.37'	180.49'
(H)	14°25'10"	40.17'	314.58'	2.55'	18.2070'	79.26'	79.04'

EASEMENTS:
A 20' wide easement (at each side of all property lines) is reserved for Public Utility purposes to include the right of ingress and egress for maintenance purposes, and additional easements for the purpose of anchors and guys for utility poles. Road right of way is 50' in width.

SURVEY 1474



H.E. & W.T. SURVEY 1473

STATE OF TEXAS,
COUNTY OF KERR:

I, Harry Cowden, hereby certify that I am the owner of the property herein described, and that I have adapted this plan of subdivision to use as noted
This 27th day of June, 1972.

Harry Cowden
HARRY COWDEN - OWNER

STATE OF TEXAS,
COUNTY OF KERR:

Before me, the undersigned authority, on this day personally appeared Harry Cowden, known to me to be the person whose name is subscribed to the foregoing instrument of writing 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 27th day of June, 1972.

Math J. Delaney
NOTARY PUBLIC IN AND FOR
KERR COUNTY, TEXAS.

I, D. R. Voelkel, Professional Engineer and Public Surveyor duly registered in the State of Texas, do hereby certify that this subdivision has been laid out on the ground by me and that all tract corners and road angle points are marked with iron stakes, based on a property survey made by me on the ground.
This 27th day of June, 1972.

D. R. Voelkel
D. R. VOELKEL, REGISTERED PUBLIC
SURVEYOR NO. 123, REG. PROF.
ENGINEER NO. 8886.

APPROVED BY THE COMMISSIONERS COURT of Kerr County Texas on the 30 day of June, 1972 by Order No. 116 1/2 of said court. Filed for record on the 30 day of June, 1972 at 10:00 clock A.M., and recorded on the 30 day of June, 1972 at 10:00 clock A.M., in Volume 3, at Page 106 of the PLAT RECORDS of Kerr County, Texas.

CLERK OF THE COUNTY COURT
OF KERR COUNTY, TEXAS.

Emmie M. Muenkel
EMMIE M. MUENKEL

SHEPPARD HILLS ESTATES
KERR COUNTY, TEXAS

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2274

RESTRICTIONS

Filed 5 Day of July A.D., 1972
EMMIE M. MUENKER 8:40AM
Clerk County Court, Kerr County, Texas
By *Thomas J. Crowder* Deputy

In order to carry out a general plan of development of Sheppard Hills 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 Sheppard Hills 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 Sheppard Hills 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 Sheppard Hills 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 tract in Sheppard Hills Estates, and no such residence shall be constructed thereon which contains less than 1,000 square feet of living area. The minimum depth of building setback lines from the roads fronting the tracts in Sheppard Hills Estates shall be not less than fifty (50) feet, and not less twenty-five (25) feet from the side tract lines.

FOURTH. No mobile home, trailer, tent or shack shall be placed, erected or permitted to remain on the above described property, nor shall any structure of a temporary character be used as a residence thereon.

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 Sheppard Hills 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 Sheppard Hills 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 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. No deer hunting shall be permitted on the above described property.

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 Sheppard Hills Estates.

Harry Cowden

657—(15-1200)—SINGLE ACKNOWLEDGMENT—Class 1 (Rev. April, 1952)

The Steck Div., Steck-Wartick Company, Austin

THE STATE OF TEXAS,

County of KERR

BEFORE ME, the undersigned authority, on this day personally appeared

Harry 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 5 day of July A.D. 19 72

EMMIE M. MUENKER
Co. Clk.

XXXXX
By Jammie Jean Cowden Kerr County, Texas. Deputy

Filed for record July 5, 1972 at 8:40 o'clock A. M.

Recorded July 6, 1972
EMMIE M. MUENKER, Clerk

By Margaret Mumm Deputy