

CLEAR SPRING RANCH ESTATE RESTRICTIONS

Volume 626, Page 764, 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

- An undivided non-participating royalty interest reserved by Grantors, as described in instrument from V.P. Tippet and wife, Ergeal B. Tippet to Herman A. Swan, et al, dated March 6, 1962, recorded in Volume 112, Page 139, of the Deed Records of Kerr County, Texas; said deed being corrected by instrument dated May 9, 1962, recorded in Volume 124, Page 100, Deed 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.
- Road and Utility Easements as per the plat recorded in Volume 3, Page 116, Plat 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)

RESTRICTIONS
CLEAR SPRINGS RANCH ESTATES
KERR COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF KERR

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned property owners, hereinafter referred to and identified as "Owners", are the owners of the tracts of land in Kerr County, Texas, said tracts of land comprised of the following described property:

Tract I:

Clear Springs Ranch Estates, a subdivision of record in Volume 3, Page 116, Plat Records of Kerr County, Texas.

Tract II:

All that certain tract or parcel of land comprising 91.25 acres in the aggregate, lying and being situated in the County of Kerr, State of Texas, more particularly described in and subject to the exceptions stated in Exhibit "A", attached hereto and made a part hereof for all purposes.

WHEREAS, it is deemed to be to the best interests of the undersigned Owners and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and

WHEREAS, it is desirable that such restrictions apply to portions of Clear Springs Ranch Estates, be put of record and include all of the tracts of land in said subdivision that are owned by the undersigned individuals.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owners do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on Owners and all persons acquiring title under it until January, 2001, at which time said

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the undersigned property owners in said subdivision, it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owners, or any of their respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other undersigned person or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

Such restrictions, reservations, covenants and easements are as follows, to wit:

1. Land Use: Except as herein noted, no lot shall be used for anything other than residential purposes. The term "residential purpose", as used herein shall be held and construed to exclude hospitals, clinics, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. The term "residential purposes", means for single family residence purposes. A "single family residence" is further defined to be of 80% masonry construction with not less than 1500 square feet of heated living area. Land use provision #1 is specifically

designed to exclude mobile homes, doublewides, factory built prefabricated homes or any other nonpermanant structure for use as a principal residence. Existing mobile homes to be allowed to remain for the duration of their intended purpose and shall not be replaced with new or remodeled mobile structures.

2. Animals: No swine shall be bred, raised, or kept for commercial purposes on any lot.

3. Other Buildings: No bus, truck body, basement, tent, shack, garage, barn or other building, (other than the main residence), shall at any time be used for dwelling purposes or for any other permanent purpose, nor shall any residence of any temporary character be permitted. Travel trailers and other small trailers belonging to individual owners of said property must be stored at the rear of the main residence upon said premises provided they are not used for dwelling purposes, except for a reasonable time during the construction of a main residence. Servant's quarters or a quest house may be constructed as long as they are not in the main dwelling.

4. Septic Tanks and Water Supply: No outside toilets or outdoor privies will be permitted.

5. Hunting: No hunting shall be allowed on any parcel under 10 acres.

6. Easements: The use of easements as shown on the recorded plat is granted to the public and to the utility companies as set forth on said plat for the purposes of drainage, sanitary and storm sewer lines, the location of gas, water, electrical, television cable, and telephone lines and conduits, and the maintenance thereof. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may

change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Abandoned Wrecked Vehicles: No abandoned or wrecked vehicles will be allowed on any lots. It shall be a violation of the restriction herein to park, store, or leave, or to permit the parking, storing or leaving of any licensed or unlicensed motor vehicle of any kind or parts thereof which is in a rusted, wrecked, junked, partly dismantled, inoperative, or abandoned condition, whether attended or not upon any lot or lots covered by these restrictions for a period of time in excess of thirty (30) days unless such vehicle or parts thereof are completely enclosed within a building.

8. Dumping: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. Dwelling Size: The living area of the main structure, exclusive of onestory open porches and garages, shall be not less than fifteen hundred (1,500) square feet of heated area.

10. Resubdivison: No lot may be subdivided or resubdivided into less than one (1) acre after subdivision and resubdivision.

11. Prohibition Against Moving in Houses: No dwelling house or other structure shall be moved upon the premises from outside said subdivision, except with the express consent of a majority of the lot owners. Each owner is to be allowed one vote.

12. Future Remodeling and Reconstruction: All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 13th day of November, 1991.

GEORGE R. NEWMAN

Shirley Newman

SHIRLEY MAY NEWMAN

Hazelle Calcote

HAZELLE CALCOTE

S. E. THOMPSON

Robert Lee Tracy

ROBERT LEE TRACY

Dorothy Allen Tracy

DOROTHY ALLEN TRACY

L. Elray Wilson

ELRAY WILSON

Jody Wilson

JODY WILSON

RUTH SAYER

IRENE TREVINO

Stan Rudloff

STAN RUDLOFF

Genny Rudloff

GENNY RUDLOFF

NORMA EPPERSON

MARSHALL WALDON

ROBERT CALCOTE

JUNE CALCOTE

ED MARTIN

BETTY MARTIN

T. FRED KRAUSE

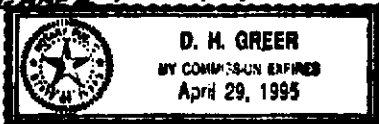
THE STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me on the 13th day of NOVEMBER, 1991, by HAZELLE CALCOTE



D. H. Greer
Notary Public, State of TEXAS

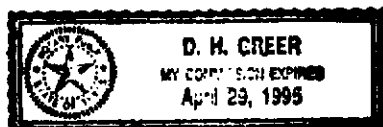
THE STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me on the 19th day of NOVEMBER, 1991, by SHIRLEY ANN NEWMAN



D. H. Greer
Notary Public, State of TEXAS

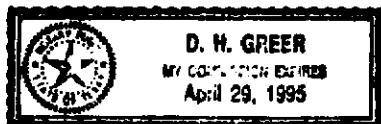
THE STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me on the 19th day of NOVEMBER, 1991, by DOROTHY ALLEN TRACY



D. H. Greer
Notary Public, State of TEXAS

THE STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me on the 19th day of NOVEMBER, 1991, by ROBERT LEO TRACY



D. H. Greer
Notary Public, State of TEXAS

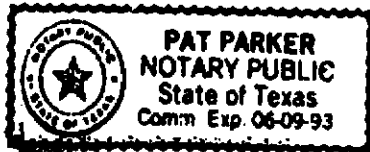
THE STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me on the 10th day of
December, 1991, by STAN RUDLOFF and GINNY RUDLOFF



Pat Parker
Notary Public, State of Texas

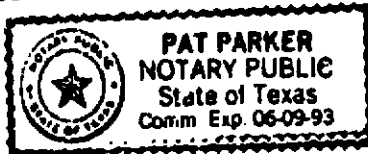
THE STATE OF texas

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COUNTY OF KERR

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This instrument was acknowledged before me on the 14th day of
February, 1992, by ELRAY WILSON



Pat Parker
Notary Public, State of Texas

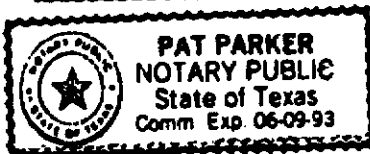
THE STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me on the 14th day of
February, 1992, by JODY WILSON



Pat Parker
Notary Public, State of Texas

THE STATE OF _____

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COUNTY OF _____

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This instrument was acknowledged before me on the _____ day of
_____, 1991, by

Notary Public, State of _____

Return to:

Donald H. Greer ✓
832 Main Street
Kerrville, TX 78028

-7-

FILED FOR RECORD

at 2:15 o'clock P.M.

FEB 24 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas
Patricia Dye

PROPERTY: A total of 91.25 acres, comprised of two tracts, each of which is more specifically described by metes and bounds as follows:

TRACT NO. 1 - All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 45.625 acres of land, being the NW half of 91.25 acres and being out of Original Surveys approximately as follows:

FIRST, 7.3 acres out of Original Survey No. 1, Beaty, Searle & Forwood, Certificate No. 1/142, Abstract No. 65, patented to Casper Real, by Patent No. 319, Volume 26, dated November 1, 1876;

SECOND, 25.7 acres out of Original Survey No. 1134, C.C.S.D. & R.G.R.R. Co., Certificate No. 640, Abstract No. 1423, P. A. Bundick, Original Grantee, patented to said P. A. Bundick, by Patent No. 451, Volume 24A, dated January 5, 1925;

THIRD, 12.625 acres out of Original Preemption Survey No. 1886, P. Brover, Abstract No. 1060, patented to Mary A. Burney by Patent No. 575, Volume 19, dated June 16, 1887;

Being out of that property which was conveyed from Clyde McMahon and W. D. Caldwell to G. E. Lehmann and Gordon H. Monroe by Deed dated September 27, 1966, of record in Volume 125 at Page 558 of the Deed Records of Kerr County, as fenced, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a fence corner post marking the most westerly corner of the aforesaid property which was conveyed from said McMahon and Caldwell to said Lehmann and Monroe, for the west corner of this tract, said corner being located approximately 5100 feet N.82°30'W., from a rock mound considered to be the west corner of Original Survey No. 146, William C. Francis, Abstract No. 137;

THENCE with existing fence along the SW line of said Lehmann and Monroe tract, following the meanders of said fence as follows:

S.45°51'E. 814.9 feet,

S.43°50'E. 451.1 feet and

S.54°40'E. 172.0 feet to a fence post at an angle in said

fence, for the South corner of this NW half,

THENCE N.51°28'E. 1333.0 feet to an iron stake in the center of 60 foot wide right of way for a roadway known as Monroe Drive, for the East corner of this tract;

THENCE with the center of the 60 foot wide right of way of Monroe Drive, as follows:

N.52°26'W. 232.0 feet to an iron stake,

N.60°22'W. 254.0 feet to an iron stake, and

N.89°08'W. 286.3 feet to an iron stake;

THENCE N.15°52'E. 378.0 feet to an iron stake;

THENCE N.45°00'W. 740.2 feet to an iron stake in the NW property fence, for the most Northerly corner of this tract;

THENCE with said property fence, S.44°14'W. 1211.3 feet and S.43°41'W. 178.7 feet to the PLACE OF BEGINNING.

THENCE S.51°28'W. 1333.0 feet to a fence corner post;

THENCE with existing fence along the SW line of Guld Lehmann and Monroe tract, following the meanders of said fence, as follows:

S.46°00'E. 430.9 feet,
S. 8°40'E. 47.7 feet, and
S.45°49'E. 463.5 feet to the PLACE OF BEGINNING.

Being the same and identical property conveyed to William G. Mitsch, Jr., and Victor E. Fisher, by Kerrville South, Inc., a Texas Corporation, by Deed dated May 9, 1972, of record in Volume 155, at Page 762, Deed Records, Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

EXCEPTIONS:

1. Taxes for the year 1981 and subsequent years;
2. An undivided one-half (1/2) non-participating royalty interest reserved by V. P. Tippet and Ergeal B. Tippet in the oil, gas and other minerals of the land above described, and being the interest in the customary one-eighth (1/8th) royalty provided in oil, gas and other mineral leases, more particularly described in Correction Deed dated May 9, 1962, from V. P. Tippet and wife, Ergeal B. Tippet, to Herman A. Swan, et al, recorded in Volume 124, Page 10, Deed Records of Kerr County, Texas;
3. Mineral rights reserved to Public Free School Fund as to Survey 2569 (Tract I only) in Patent dated September 12, 1921 in Volume 2, page 292, Deed Records of Kerr County, Texas.
4. Roadway and utility easement for and along Monroe Drive as described and referred to in Volume 155, page 751 (Tract I) and Volume 155, page 762 (Tract II), Deed Records of Kerr County, Texas.
5. Right of Way easement from William G. Mitsch, Jr., and Victor E. Fisher to Energy/Land, Inc., dated June 17, 1976, of record in Volume 9, at Page 40, Easement Records, Kerr County, Texas;
6. Any visible or apparent roadway or easement over or across the subject property.

RECORDED IN Real Property
FILE DATE: FEB 24 1982
FILE TIME: 2:15 O'CLOCK P M
VOL. 626 PAGE 764
RECORDING DATE

any provisions herein which restrict the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

FEB 24 1982



PATRICIA DYE
COUNTY CLERK, KERR COUNTY

BY

Deputy

FEB 24 1982



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

EXHIBIT "A"

Being the same and identical property conveyed to William G. Mitsch, Jr., and Victor E. Fisher by Glen Oaks of Kerrville, Inc., a Texas Corporation, by Deed dated May 9, 1972, of record in Volume 155, at Page 751, Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

TRACT NO. II - All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 45.625 acres of land, being the SE half of 91.25 acres and being out of Original Surveys approximately as follows:

FIRST, 4.6 acres out of Original Survey No. 1, Beaty, Searle & Forwood, Certificate No. 1/142, Abstract No. 65, patented to Casper Real by Patent No. 319, Volume 26, dated November 1, 1876;

SECOND, 23.5 acres out of Original Survey No. 1134, C.C.S.D. & R.C.R.R. Co., Certificate No. 640, Abstract No. 1423, P. A. Bundick, Original Grantee, patented to said P. A. Bundick by Patent No. 451, Volume 24A, dated January 5, 1925;

THIRD, 9.3 acres out of Original Preemption Survey No. 1886, P. Brower, Abstract No. 1060, patented to Mary A. Burney by Patent No. 575, Volume 19, dated June 16, 1887;

FOURTH, 8.225 acres out of Original Survey No. 2569, L.A. Schreiner, Script File 12439, Abstract No. 2044, patented to L. A. Schreiner by Patent No. 529, Volume 11A, dated September 12, 1921;

Being out of that property which was conveyed from Clyde McMahon and W. D. Caldwell to G. E. Lehmann and Gordon H. Monroe by Deed dated September 27, 1966, of record in Volume 125 at Page 558 of the Deed Records of Kerr County, as fenced, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a fence corner post, the most Westerly South corner of the aforesaid property which was conveyed from said McMahon and Caldwell to said Lehmann and Monroe, for the South corner of this tract, said corner being located approximately 3570 feet S.24°W. from a rock mound considered to be the West corner of Original Survey No. 146, William C. Francis, Abstract No. 137;

THENCE with property fence N.85°00'E. 2030 feet to an iron stake in said fence;

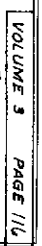
THENCE N.2°47'E. 269.6 feet to an iron pipe in the center of 60 foot wide right of way for a roadway known as Monroe Drive;

THENCE with the center of the 60 foot wide right of way for Monroe Drive, as follows:

S.76°28'W.	106.5 feet to an iron stake,
N.72°48'W.	85.2 feet to an iron stake,
N.53°15'W.	242.1 feet to an iron stake,
N.81°27'W.	111.9 feet to an iron stake,
S.70°21'W.	325.8 feet to an iron stake,
N.76°34'W.	115.2 feet to an iron stake,
N.55°09'W.	120.1 feet to an iron stake,
N.28°44'W.	225.2 feet to an iron stake,
N.17°58'W.	283.0 feet to an iron stake,
N.40°29'W.	388.6 feet to an iron stake, and
N.52°26'W.	236.7 feet to an iron stake, for the North

corner of this tract;

EXHIBIT "A"



SHEET 1 of 2 SHEETS

13-1

CLEAR SPRING RANCHES NO. TWO
See Shaft One

An assessment, rational and provided for all utilities 10 feet wide on each side of every interior fire line, and 20 feet wide along the back line of all trenches.

An assessment is also required and provided across the front of each floor 30 feet wide for roadway and utilities. An additional assessment adjacent to each roadway of sufficient width may be necessary, is provided for utilities, as that such utility lines may be run across the front of any or all floors with a minimum of 6 inches in such utility lines as may be required.

I, Louis Dominguez, Registered Professional Engineer, No. 6833, Regs. firm Public Surveyor No. 222, a licensed State Land Surveyor and County Surveyor of Hart County, Texas, do hereby certify that I made the survey represented by the plat on which this is inscribed, on the ground, I certify that I set on iron stake at each lot corner.

David Dominiguez
Lewis Dominiguez
Registered Public Surveyor No. 923
P.O. Box 70, Kerrville, Texas 78028
Telephone 257-4671 or 257-1074

Charles B. Dominiguez
and
Charles A. Dominiguez
Registered Public Surveyor No. 1713
Telephone 257-4671 or 257-1065

[illegible]

All distances are in feet.

Approved by the Commissioners Court of Kerr County, Texas, on the 11th day of Sept. A.D. 1912 by Order No. 1164 of said Court and was filed for record on the 19th day of September, A.D. 1912 at 3:05 o'clock P. M. and was recorded on the 19th day of September, A.D. 1912 at 3:10 o'clock P. M. in Volume 3, Pages 1164, 117 for the Plat Records of Kerr County, Texas.

Ernie M. Muenster
County Clerk of Kern County, Texas

COUNTY OF KERN: Know all men by these presents that Clear Springs Ranch, Inc., a Texas corporation, being the owner of the herein described Tract or Tracts of land known as CLEAR SPRINGS RANCH ESTIMES have hereby accepted the fact wherein this is acknowledged as a subdivision of Kern County, Texas to be known as CLEAR SPRINGS RANCH ESTIMES and to dedicate to the Public for use forever, the roads shown herein.

In witness whereof, I, Gordon H. Herman, President of Clear Springs Ranch, Inc., have affixed my hand at Kernville, Texas, 31st day of August, 1972

Betha Malachuk
BERTHA MALACHUK, SECRETARY
THE STATE OF TEXAS;
Gordon H. Monroe
GORDON H. MONROE, PRESIDENT

Witness under my hand and of office this 31 day of August, 1972.

Louis B. Donahoe
Louis B. Donahoe
Notary Public, New County, Texas
My Commission Expires June 1, 1973

Louis D. Dominguez
Louis D. Dominguez

PLAT OF
CLEAR SPRINGS RANCH ESTATES
KERRVILLE, SOUTH
KERR COUNTY, TEXAS
SCALE: 1" = 200 FEET

SOUTHERN PART SHEET 2 of 2 SHEETS