

Item: **LOYAL VALLEY NO. FOUR**

(Category: RESTRICTIONS)

Volume 196, Page 524, 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.

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Item: **LOYAL VALLEY NO. FOUR**

(Category: Subdivisions)

- a. 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.
- b. Easements as per the Plat recorded in Volume 4, Page 77, Plat Records of Kerr County, Texas.
- c. Building Set Back Lines as per the Restrictions recorded in Volume 196, Page 524, 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)

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RESTRICTIONS

VOL. 106 PAGE 524

LOYAL VALLEY NO. 4

THE STATE OF TEXAS    I  
COUNTY OF KERR        I

KNOW ALL MEN BY THESE PRESENTS:

THAT F. P. CANNON being the sole owner and developer of Loyal Valley No. 4, does hereby restrict Loyal Valley No. 4 (herein called Subdivision), as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of lots in said subdivision, and his or their heirs, assigns, successors and administrators, to-wit:

1. All lots shall be known and used exclusively for residential purposes.

2. No lot shall be re-subdivided except that F. P. CANNON reserves the right to re-subdivide any lot or lots at any time hereafter as he shall deem fit and proper. No lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No more than one single family dwelling unit, not to exceed two stories, shall be erected, placed or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Mobile homes or manufactured homes not more than 36 months old, unless approved, are permitted, provided they contain not less than 750 square feet of living area and are underpinned and skirted with a material and by a method approved in writing by F. P. CANNON, his successors and assigns.

4. No residence shall be located on any lot nearer than 25 feet to the front lot line nor nearer than four (4) feet to the side or back lot line of any lot and no outbuilding shall be constructed nearer than 40 feet to the front lot line nor nearer than four (4) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.

5. No residence of less than 750 square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot.

6. Buildings shall be neat in appearance, and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within 120 days from the beginning date of construction. All house plans or mobile home plans shall be approved in writing by F. P. CANNON, his successors or assigns, prior to construction or placement on lot.

7. All structures shall be new construction using new material. No used material permitted.

8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the State Health Department.

9. No sign shall be erected, placed or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty four

(24) inches may be erected.

10. No animals, except household pets, shall be kept or maintained on any lot.

11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, F. P. CANNON, or his successors or assigns, may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to F. P. CANNON, or his successors and assigns.

12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by petition of the owners of at least 60% of the residential lots.

13. Enforcement of these covenants shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.

14. Invalidity of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.

EXECUTED this the 24th day of April, 1977.

Filed 4 Day of May A.D. 1977  
 KENNETH M. MUEHLENBACH  
 Clerk County Court, Kerr County, Texas  
 By W. G. MUEHLENBACH Deputy

F. P. Cannon  
 F. P. Cannon

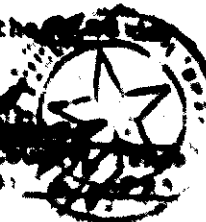
THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared F. P. CANNON, 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 24th day of April, 1977.

W. G. Muehlenbach  
 Notary Public, Kerr County, Texas  
 My commission expires: 1978



Filed for record May 10, 1977 at 4:30 P.M.  
 Recorded May 10, 1977  
 KENNETH M. MUEHLENBACH, Clerk

By W. G. Muehlenbach Deputy