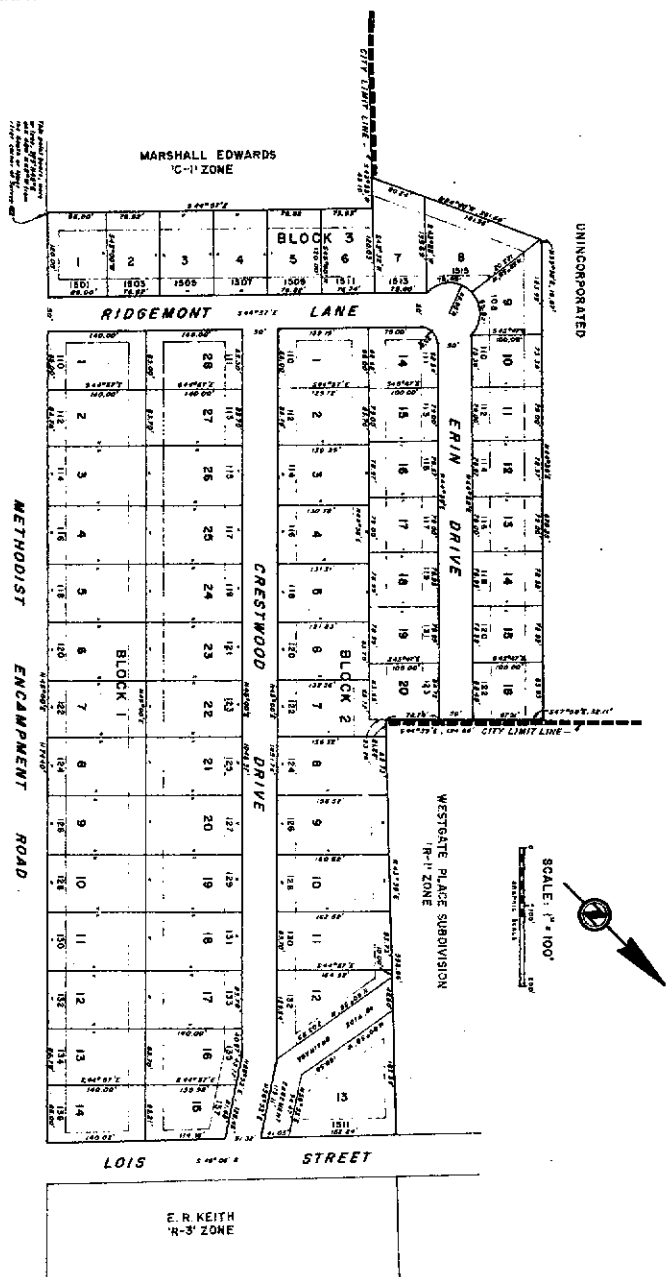


**CRESTWOOD  
RESTRICTIONS**

Volume 4, Page 180, Plat Records of Kerr County, Texas; Volume 225, Page 182, 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**

- Building Set Back Lines as per the Plat recorded in Volume 4, Page 180, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 225, Page 182, Deed Records of Kerr County, Texas.
- Easement dated September 11, 1979, to Kerrville Telephone Company and L.C.R.A., recorded in Volume 11, Page 212, Easement Records of Kerr County, Texas. (LOTS 1, 2 & 12, BLOCK 2 AND LOTS 4 & 8, BLOCK 3 ONLY)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



GRAMAM - TUCK SUBDIVISION  
C-2 ZONE

MASONIC LODGE  
R-3 ZONE

ST PAUL'S METHODIST CHURCH  
R-3 ZONE

CYNTHIA DRIVE

CYNTHIA DRIVE

E. R. KEITH  
R-3 ZONE

STATE OF TEXAS  
COUNTY OF KERN

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT I HEREBY ADVERTISE THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE, AND I AGREE TO WAIVE ALL RIGHTS AND REMEDIES TO PUBLIC USE AS NOTED.

DATED THIS 24th DAY OF AUGUST, 1979.  
E. R. KEITH, OWNER/DEVELOPER

STATE OF TEXAS  
COUNTY OF KERN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. R. KEITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SET FORTH AS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, AND HE REQUESTED THAT I RECORD THIS PLAN OF SUBDIVISION IN THE PUBLIC RECORDS OF THE COUNTY OF KERN, TEXAS.

DATED THIS 24th DAY OF AUGUST, 1979.  
NOTARY PUBLIC  
E. R. KEITH, OWNER/DEVELOPER

STATE OF TEXAS  
COUNTY OF KERN

I HEREBY CERTIFY THAT THIS PLAN IS AN ACCURATE REPRESENTATION OF THE PROPERTY TO BE SUBDIVIDED AND THAT I HEREBY ADVERTISE THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE, AND I AGREE TO WAIVE ALL RIGHTS AND REMEDIES TO PUBLIC USE AS NOTED.

DATED THIS 24th DAY OF AUGUST, 1979.  
E. R. KEITH, OWNER/DEVELOPER

STATE OF TEXAS  
COUNTY OF KERN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. R. KEITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SET FORTH AS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, AND HE REQUESTED THAT I RECORD THIS PLAN OF SUBDIVISION IN THE PUBLIC RECORDS OF THE COUNTY OF KERN, TEXAS.

DATED THIS 24th DAY OF AUGUST, 1979.  
NOTARY PUBLIC  
E. R. KEITH, OWNER/DEVELOPER

STATE OF TEXAS  
COUNTY OF KERN

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAN HAS BEEN FOUND TO COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION ACT, AND THAT I HEREBY ADVERTISE THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE, AND I AGREE TO WAIVE ALL RIGHTS AND REMEDIES TO PUBLIC USE AS NOTED.

DATED THIS 24th DAY OF AUGUST, 1979.  
E. R. KEITH, OWNER/DEVELOPER

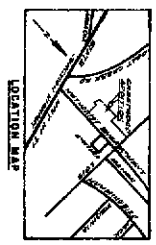
STATE OF TEXAS  
COUNTY OF KERN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. R. KEITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SET FORTH AS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, AND HE REQUESTED THAT I RECORD THIS PLAN OF SUBDIVISION IN THE PUBLIC RECORDS OF THE COUNTY OF KERN, TEXAS.

DATED THIS 24th DAY OF AUGUST, 1979.  
NOTARY PUBLIC  
E. R. KEITH, OWNER/DEVELOPER

GENERAL NOTES

- ALL STREET RIGHT-OF-WAY WIDTHS ARE FIFTY (50) FEET
- BUILDING SET BACK LINES ARE AS SHOWN:
- 25 FT. FROM FRONT STREET
- 15 FT. FROM SIDE STREET
- 25 FT. FROM REAR LINE
- 6 FT. FROM INTERIOR LOT LINES
- SHOULD IMPROVEMENTS ON LOTS NO. 14 AND NO. 15 BE ORIENTED TO FRONT ON LOIS STREET, THE SET BACK LINE SHALL BE 25 FT. FROM LOIS STREET.
- PROPERTY SUBDIVIDED IS TO BE SINGLE FAMILY DWELLINGS.



CRESTWOOD ADDITION	
KERNVILLE, TEXAS	
A SUBDIVISION COMPRISING 18.87 ACRES OF LAND OUT OF P. R. OLIVER SURVEY NO. 182, ABSTRACT NO. 265, IN THE CITY OF KERNVILLE, KERN COUNTY, TEXAS.	
OWNER-DEVELOPER	E. R. KEITH KERNVILLE, TEXAS
DATE	JULY 1978
BOOK	V. 485
PAGE	1 OF 2

10	11	12	13	14
128	130	132	134	136
			83.70'	85.00'

ROAD

CYNTHIA DRIVE

ALL MANOR SUBDIVISION SECTION TWO - "R-1" ZONE

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KENTVILLE, TEXAS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORRING.

GENERAL NOTES

ALL STREET RIGHT-OF-WAY WIDTHS ARE FIFTY (50) FEET

BUILDING SET BACK LINES ARE AS SHOWN:

25 FT. FROM FRONT STREET

15 FT. FROM SIDE STREET

25 FT. FROM REAR LINE

6 FT. FROM INTERIOR LOT LINES

SHOULD IMPROVEMENTS ON LOTS NO. 14 AND NO. 15 BE ORIENTED TO FRONT ON LOTS STREET. THE SET BACK LINE SHALL BE 25 FT. FROM LOTS STREET.

PROPERTY SUBDIVIDED IS TO BE SINGLE FAMILY DWELLINGS.

FOR

795070

CRESTWOOD ADDITION

THE STATE OF TEXAS X

COUNTY OF KERR X

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, E. R. KEITH, the sole proprietor of K-BAR CO., hereinafter called GRANTOR, being the owner of that certain 18.87 acre tract of land, more or less, being out of the P. R. Oliver Survey No. 122, Abstract No. 265, Kerr County, Texas, which has heretofore been platted into that certain subdivision known as Crestwood Addition according to the plat of said subdivision filed for record in the office of the County Clerk of Kerr County, Texas, on the 22nd day of August, 1979, Plat Records of Kerr County, Texas, recorded in Vol. 4, page 180, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential lots in said Crestwood Addition, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in Crestwood Addition, and each contract or deed which may be hereafter executed with regard to any of the residential lots in said Crestwood Addition, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, and charges, regardless of whether or not said reservations, restrictions, covenants, easements and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets and roads to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in GRANTOR the following rights, titles

and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed and other conveyance executed or to be executed by or on behalf of GRANTOR in the conveyance of said property or any part thereof.

1.

The streets and roads as shown on said map or plat are hereby dedicated to the use of the public.

2.

No lot shall be used for anything other than family residential purposes.

3.

No poultry or livestock shall be kept upon such premises.

4.

No dwelling shall be constructed which contains less than 1500 (fifteen hundred) square feet of living area, exclusive of porches and garages, and that such dwelling shall have at least 1-1/2 (one and one-half) bath and double carport or double garage.

5.

No dwelling shall be constructed nearer than 35 (thirty five) feet from the street upon which said lot fronts, and no out building shall be constructed nearer than 75 (seventy five) feet from such street, not less than 6 (six) feet from side property lines, and no more than 1 (one) residence shall be built on any one lot without the prior written consent of GRANTOR being had thereto.

6.

All plans and buildings must be approved by GRANTOR in writing, prior to commencing construction, and all construction of dwellings must be conventional (no prefabricated structure to be used) with exterior wall of 75 (seventy five) per cent masonry.

No fence can be erected closer to the curb than 35 (thirty five) feet from the front property line; fences must be constructed of wood (cedar or redwood), chain link or masonry.

## 8.

No house trailer or mobile home or motor home, tent trailer, camper, or other type of portable shelter, whether self-propelled or not, shall be parked, placed or left standing on any part of said premises or the adjacent street.

## 9.

Lots purchased must be kept clean and mowed and must not be used for storage or parking of any type of vehicle or equipment, unless construction is in progress. Construction commenced shall be diligently pursued to completion.

## 10.

No commercial vehicle, including, but not limited to, cars, trucks, tractor-trailer or other similar vehicles shall be parked in any area of the subdivision and no vehicle shall be permanently parked in the dedicated street, without the prior written consent of GRANTOR.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, his successors and assigns, and all persons or parties claiming under him, for a period of twenty five years from the date hereof, at which time they shall be automatically extended for a successive period of ten years each, unless prior to the expiration of such ten year period the then owners of a majority of lots in Crestwood Addition shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

If the GRANTOR herein, or any of his successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear. In any such proceedings, whether at law or in equity, the party prevailing shall recover all attorneys fees, court costs and other expenses including any and all appeals from the non-prevailing party.

In the event any one, or more, of these covenants, agreements, reservations, easements, or restrictions shall become or be held invalid, by reason of abandonment, waiver or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements or restrictions, or charges set out herein, which shall remain in full force and effect.

EXECUTED this the 28th day of August, 1979.

K-BAR CO., a sole proprietorship

By E. R. Keith  
E. R. Keith, sole proprietor

E. R. Keith  
E. R. Keith, individually

Filed 28th day of August A.D. 1979  
Notary M. L. Laning, 4:38 p.m.  
Kerr County Court, Kerr County, Texas  
By Betty J. Laning Deputy

THE STATE OF TEXAS: X

COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared E. R. KEITH, sole proprietor of K-BAR CO., a sole proprietorship, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of August, 1979.

Maddie Laning  
Notary Public, Kerr County, Texas  
My commission expires: 11/30/81

MADOLYN LANING  
Notary Public, Kerr County, Texas

THE STATE OF TEXAS I  
COUNTY OF KERR I

VOL 225 PAGE 186

BEFORE ME, the undersigned authority, on this day personally appeared E. R. KEITH, Individually, 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 the 28th day of August, 1979.

*Maddlyn Laning*  
Notary Public, Kerr County, Texas  
My commission expires 11/15/81

MADOLYN LANING  
Notary Public, Kerr County, Texas



10010  
FIDELITY ABSTRACT AND TITLE CO.

Phone 296-4311 323 East Garritt P. O. Box 53 Kerrville, Texas 78028 RESTRICTIONS FOR CRESTWOOD ADDITION	E. R. KEITH, et al TO THE PUBLIC	FILED FOR RECORD at 4:10 o'clock P.M. AUG 28 1979 EMMIE M. MUENKER Clerk County Court, Kerr County, Texas By <i>Betty J. Huey</i> Deputy	Return to: EDGAR A. WALLACE, INC. ATTORNEY AT LAW 406 Main Street - P. O. Box 140 KERRVILLE, TEXAS 78028
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Filed for record August 28, 1979 at 4:10 o'clock P.M.  
Recorded August 30, 1979  
EMMIE M. MUENKER, Clerk  
By *William J. A. [Signature]* Deputy