

## KERR VISTA RANCH, 4 RESTRICTIONS

Volume 375, Page 684, 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

- Right Of Way Easement dated March 5, 1979 to Central Texas Electric Cooperative, Inc., recorded in Volume 10, Page 688, Easement Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated November 27, 1953 to Hill Country Telephone Cooperative, Inc., recorded in Volume 15, Page 682, Easement Records of Kerr County, Texas.
- Oil, Gas and Mineral Lease dated November 10, 1981, recorded in Volume 19, Page 424, Oil & Gas Lease Records of Kerr County, Texas, executed by Jim W. Weatherby to L.A. Waters. (CAN BE DELETED UPON RECEIPT OF ACCEPTABLE AFFIDAVIT OF NON PRODUCTION)
- Utility Easements as per the Plat recorded in Volume 5, Page 237, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 375, Page 684, Real Property Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor for mineral reservation",ST1,6} to {PR,"insert grantee for mineral reservation",ST1,6}, dated {PR,"insert date of mineral reservation",DT2,6}, recorded in Volume {PR,"insert volume number for mineral reservation",IN1,6}, Page {PR,"insert page number of mineral reservation",IN1,6}, {PR,"insert record type for mineral reservation",ST1,6} 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.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

**04160**

## RESTRICTIONS AND LIMITATIONS

KERR VISTA RANCH

VOL. 375 PAGE 684

## SECTION IV

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF KERR

X


That, Kerr Vista Partnership, ICM Investments INC. General Partner, John Turner, Pres. for the purpose of instituting and carrying out a uniform plan for the development and sale of all of the tracts in Kerr Vista Ranch Partnership, a subdivision, it owns in Kerr County, Texas according to the plat recorded in *VOLUME 5, PAGE 237-242* does hereby adopt and impose on behalf of itself, its legal representatives and assigns, the following recited restrictive covenants and use limitations covering all such tracts. All these restrictive covenants and use limitations shall become a part of all contracts for sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of such property is hereafter conveyed or transferred.

1. That tracts having 110 frontage shall be permitted a limited commercial use to office buildings, convenience stores or retail shopping stores. Junk yards, greenhouses, nurseries, welding shops and wrecking yards are expressly prohibited. Commercial signs connected with these businesses may not exceed 40(forty) feet in height.
2. That tracts not fronting 110 shall not be permitted any commercial or business use. No sign shall be placed on any part or portion of such property indicating a commercial use thereof.
3. Each residence building shall contain no less than 800 square feet of floor space, exclusive of open porches, breezeways, carports, and garages. No mobile homes will be allowed on said tracts. Campers may be in place for weekend use but shall not be in place for more than seven days. A modular home may be permitted on any tract of five acres or more. The modular home shall be underpinned, affixed permanently and shall contain not less than 800 square feet of floor space.
4. That those tracts containing 10 acres or more may be further subdivided into parcels of not less than 2 acres each. It is expressly provided that if any tract is conveyed to the Veterans Land Board in accordance with the Texas Veterans Land Program as set out in TEX. NAT. RES. CODE ANN. Section 161 and seq., then the restriction against further subdivision contained in this paragraph shall not prohibit the Veterans Land Board from granting to the veteran purchaser or his assigns, title to a portion of such tract while such tract is under Contract of Sale and Purchase between the Veterans Land Board and such veteran purchaser. At such time as title to such tract is no longer claimed or owned by the Veterans Land Board, such tract shall again be subject to the prohibition and restrictions on further subdivision as recited in this paragraph.

5. That all buildings, dwellings, garages, barns and other buildings constructed on any part of the tracts must be set back at least 50 feet from any public or private roadways or boundary line.
6. No swine shall be allowed on any tract. No livestock shall be permitted until tract is fenced; and then no more than 1 animal per 2½ acres, shall be permitted. Livestock consists of horses, cattle, sheep and goats. Family pets such as cats or dogs are not livestock.
7. That no tract or any part of a tract shall be used or maintained as a dumping ground for rubbish, trash, or wastes.
8. That no junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on a tract for more than two weeks shall constitute a junk yard.
9. That no outside toilets shall be permitted. It is the responsibility of the purchaser, not the owner/subdivider hereof, to install any septic tank and soil-absorption sewerage disposal system. Installation of septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and subject to the inspection by the Kerr County Health Department.
10. No noxious or offensive activity shall be carried on or conducted upon any tract, nor shall anything be done on any lot which shall or may be or become any annoyance or nuisance to neighbors.
11. Owner has no obligation to maintain roads shown on the plat of said subdivision. All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway will install appropriate culverts or drainage pipe under the driveway.

The above restrictions constitute covenants running with the land and insure to the benefit of the undersigned and its assigns as well as each and every purchaser of any tract in the subdivision, their heirs and assigns. Any one of said beneficiaries shall have the right to enforce these restrictions in equity or in law. If one or more of such restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.


These restrictions shall be effective for a period of twenty-five years from this date. However, after one-half of all the tracts in this subdivision have been sold by the owner/subdivider any one or all of such restrictions may be altered, amended or cancelled by a majority of the owners of these tracts; the owners of such tracts shall be entitled to one vote of each tract owned by them; but, for the purpose of altering or amending these restrictions, owner/subdivider shall be deemed the owner of only one tract. Such amendment, alteration, or cancellation of any of the above restrictions must be in writing and must be filed with the Kerr County Clerk in order to be of any force or effect.

  
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John Turner, President, Kerr Vista Partnership,  
ICM, Investments Inc.

THE STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 12 day of May  
1986 by John Turner.

  
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Notary Public, State of Texas  
CECILE RUSSELL  
My Commission Expires 12-17-87

FILED FOR RECORD  
at 2:08 o'clock P.M.

MAY 22 1986

PATRICIA DYE  
Clerk County Court, West County, Texas  
By Sharon C. Hunter, Deputy

RETURN TO:  
John Turner  
703 West 9th  
Austin, TX. 78701