

Scanned 1-2-07

Item: **TIERRA VERDE ESTATES**

(Category: RESTRICTIONS)

Volume 227, Page 90, 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: **TIERRA VERDE ESTATES**

(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. Road and Utility Easements as per the Plat recorded in Volume 3, Page 40 and Volume 4, Page 173, Plat Records of Kerr County, Texas.
- c. Building Set Back Lines as per the Restrictions recorded in Volume 227, Page 90, 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 227 PAGE 90

TIERRA VERDE ESTATES

STATE OF TEXAS    X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR    X

THAT We, D. P. BRADEN and DAVID P. BRADEN, JR., hereinafter called GRANTOR, being the owners of that certain tract of land comprising 31.90 acres of land in Kerr County, Texas, and being 21.90 acres of land out of Survey 1118, Theresa Page, Abstract 853, and 10.00 acres of land out of Survey 146, W. F. Francis, Abstract 137; same being a re-plat of Lots 27, 28, 29, and parts of Lots 30 and 31, Kerrville South Ranches No. 1, which has heretofore been platted into that certain Subdivision known as Tierra Verde Estates, a subdivision in Kerr County, Texas; said Plat being recorded in the Office of the County Clerk of Kerr County, Texas, on the 10th day of July, 1979, under Commissioner's Court Order No. 13736, in Volume 4, Page 173, Plat Records, Kerr County, Texas, to which Plat and its record reference is here made for all purposes, and desiring to create and carry out a uniform plan for the improvement, development, and sale of the lots in said Tierra Verde Estates, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions to apply uniformly on the use, occupancy and conveyance of all lots in Tierra Verde Estates, and each contract or deed which may be hereafter executed with regard to any of the lots in said Tierra Verde Estates, shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, and covenants regardless of whether or not said reservations, restrictions, and covenants are set out in full in said contract or deed.

1. All lots shall be known and used for residential purposes, with no more than one (1) single family dwelling per lot;

however, GRANTOR reserves the right to approve lot use for duplex construction.

2. No lot shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the development. The discharge of firearms is forbidden.
3. No structure shall be located nearer than twenty-five (25) feet to the front line or nearer than six (6) feet to the side or back lines of any lot.
4. No mobile home of less than 800 square feet nor more than five (5) years old shall be permitted to be placed on the property. All mobile homes must be properly secured and skirted.
5. All house plans shall be approved in writing by GRANTOR prior to beginning of construction. No residence of less than 800 square feet of living area, excluding porches, breeze ways and garage shall be erected and no used buildings or used houses shall be moved onto, placed or permitted to remain on this property. All buildings shall be neat in appearance. Out-buildings shall be located to the rear of the residence. Wood exteriors shall be stained or painted. Upon completion of development of the property, plans to be approved are to be submitted to an architectural control committee to be selected by the property owners. Exterior construction must be furnished within one (1) year from starting date.
6. No structure of a temporary character, garage, barn, shack or other out building, automobile, bus, or tent shall be used at any time as a residence, either temporary or permanently. Campers or motor homes during week-ends or vacation periods are permissible.
7. 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 specified by governmental units having jurisdiction in such matters.
8. No lot shall be used for business purposes. No lot shall have any character nor have any commercial or manufacturing purpose. It is specifically agreed that lot owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways.
9. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
10. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive or

otherwise adversely affect the natural beauty and value of this property shall be permitted.

11. The keeping of swine, horses, cattle, sheep, goats or livestock of any nature is expressly forbidden. Household pets, birds and poultry should be maintained in a sanitary and quiet manner.
12. The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune-buggies off of established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.
13. Until GRANTOR shall have completely finished the development of this Subdivision, GRANTOR shall be the Architectural Control Committee and shall have the right to allow, in writing any reasonable variance of restrictions numbered 1, 3, 4, and 5.

These Restrictions are to run with the land and shall be binding upon all persons acquiring property in said Subdivision whether by descent, devise, purchase or otherwise until January, 1999, at which time said restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in development, it is agreed to change these restrictions in whole or in part. Any person by the acceptance of title to any lot of said Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. 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. Invalidation 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.

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 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 Sub-division as their interest may appear

The foregoing Restrictions are executed by D. P. BRADEN and DAVID P. BRADEN, JR., GRANTOR, owners of said Subdivision on this the 5th day of October, 1979.


David P. Braden, Jr.  
DAVID P. BRADEN, JR.

D. P. Braden  
D. P. BRADEN

STATE OF TEXAS     X  
COUNTY OF KERR    X

BEFORE ME, the undersigned authority, on this day personally appeared D. P. BRADEN, 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 5th day of October, 1979.



Jimmie L. Peschel  
Notary Public, Kerr County, Texas

JIMMIE L. PESCHEL  
Notary Public  
Kerr County, Texas  
My Commission Expires

1/31/81

STATE OF TEXAS     X  
COUNTY OF KERR    X

BEFORE ME, the undersigned authority, on this day personally appeared DAVID P. BRADEN, JR., 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 5th day of October, 1979.



Jimmie L. Peschel  
Notary Public, Kerr County, Texas

JIMMIE L. PESCHEL  
Notary Public  
Kerr County, Texas  
My Commission Expires

1/31/81

FIDELITY ABSTRACT AND TITLE CO. ✓

313 Earl Garrett 796133  
Phone 496-4311 P. O. Box 548  
Kerrville, Texas 76026

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Restrictions

Tierra Verde Estates

to

The Public

FILED FOR RECORD

at 4:18 o'clock P.M.

OCT 11 1979

EMMIE M. MUEKER

Clerk County Court, Kerr County, Texas

By Emily B. Borden Deputy

Return to:  
David P. Braden

Filed for record October 11, 1979 at 4:18 o'clock P. M.  
Recorded October 16, 1979  
EMMIE M. MUEKER, Clerk

By Betty J. Lewis Deputy