

Item: **HILL RIVER COUNTRY EST (BOTH)**

(Category: RESTRICTIONS)

Volume 159, Page 230, Deed Records of Kerr County, Texas (AS PER SECTION ONE); Volume 204, Page 63, Deed Records of Kerr County, Texas (AS PER SECTION TWO), 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.

Item: **HILL RIVER COUNTRY ESTATES (BOTH SECTIONS)**

(Category: Subdivisions)

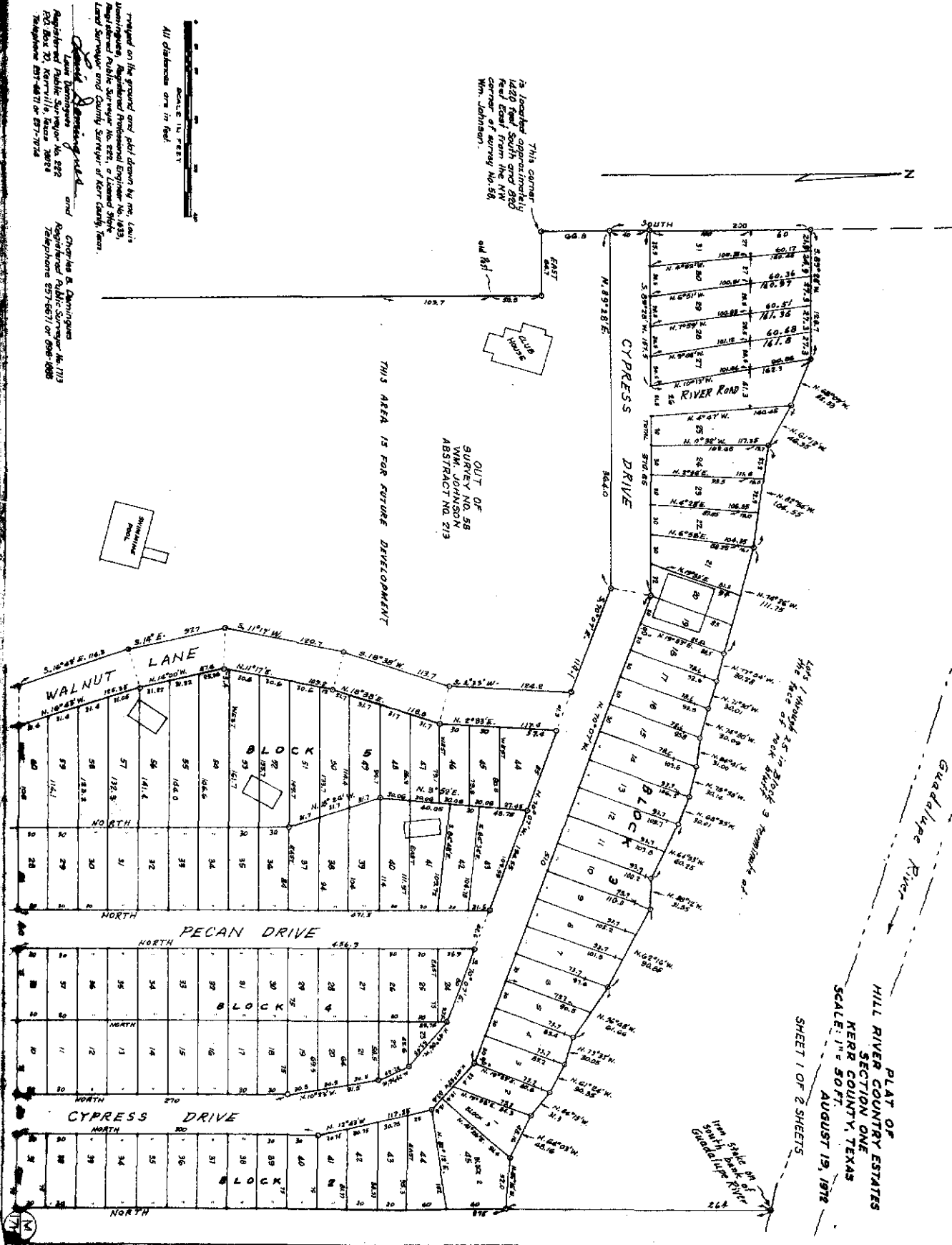
- a. Easement dated April 8, 1940 to L.C.R.A., recorded in Volume 66, Page 532, Deed Records of Kerr County, Texas.
  - b. Easement dated May 8, 1951 to L.C.R.A., recorded in Volume 2, Page 466, Easement Records of Kerr County, Texas.
  - c. Mineral reservation by Grantor, as described in instrument from Warren A. Rees and wife, Prudence Rees to Kamp Karankawa, Inc., a Texas corporation, dated May 28, 1953, recorded in Volume 95, Page 9, 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.
  - d. Utility Easements as per the Plat recorded in Volume 3, Page 118, Plat Records of Kerr County, Texas.(SECTION ONE)
  - e. Utility Easements as per the Plat recorded in Volume 4, Page 79, Plat Records of Kerr County, Texas. (SECTION TWO)
  - f. Telephone Line Right-Of-Way Easement dated September 14, 1976 to Hill Country Telephone Cooperative, Inc., recorded in Volume 15, Page 201, Easement Records of Kerr County, Texas.
  - g. Any visible and/or apparent roadways or easements over or across the subject property.
  - h. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)
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PLAT OF  
HILL RIVER COUNTRY ESTATES  
SECTION ONE  
KERR COUNTY, TEXAS  
AUGUST 19, 1972

SHEET 1 OF 2 SHEETS

Lot 1 through 25 in Block 3 form part of the face of Rock Bluffs 3 form part of

1/4 Sec 36 of T12N R10E S10E  
South Bank of the  
Guadalupe River



Surveyed on the ground and plat down by me, Louis J. Dominguez, Registered Professional Engineer No. 483, Licensed Surveyor and County Surveyor of Kerr County, Texas.

Louis J. Dominguez

Registered Public Surveyor No. 222 and Registered Professional Engineer No. 483

P.O. Box 70, Kerrville, Texas 78024

Telephone 837-4871 or 837-9704

Charles E. Dominguez

Registered Public Surveyor No. 713

P.O. Box 70, Kerrville, Texas 78024

Telephone 837-6671 or 836-4686

THIS AREA IS FOR FUTURE DEVELOPMENT

OUT OF SURVEY NO. 58 Wm. Johnson ABSTRACT NO. 213

This corner is located approximately 1420 feet south and 880 feet east from the NW corner of survey No. 58, Wm. Johnson.

CERTIFICATE OF AUTHENTICATION

THE STATE OF TEXAS:  
COUNTY OF KERR: Know all men by these presents, that I, Frank J. Greene, President of Hill River Country Estates, Inc., a Texas Corporation, being the owner of the herein described tract of land known as Hill River Country Estates, Section One, does hereby certify that the plat when this is recorded as a subdivision of Hill River Country Estates, Section One, is a true and correct copy of the original as the same appears in the records of the County Clerk of Kerr County, Texas, this 19th day of August, A.D. 1972.

In witness hereof, I, Frank J. Greene, President of Hill River Country Estates, Inc., have hereunto set my hand and the seal of said corporation at Kerrville, Texas, this 19th day of August, A.D. 1972.

Frank J. Greene  
President  
Joe Fordin  
Secretary

THE STATE OF TEXAS:

Before me, the undersigned authority, on this day personally appeared Frank J. Greene, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Hill River Country Estates, Inc., as President thereof, and for the purposes and consideration therein expressed. Given under my hand and seal of office this 19th day of August, A.D. 1972.  
David B. Dominguez  
Notary Public, Kerr County, Texas  
My Commission Expires June 1, 1973

EASEMENTS

An easement is retained and provided for all utilities 6 feet wide on each side of every interior road line.

All roads are 40 feet across.

In approving this plat for filing, the Commissioners of Kerr County, Texas, do hereby certify that the survey represented by this plat is in accordance with the laws of the State of Texas, and that the same is a true and correct copy of the original as the same appears in the records of the County Clerk of Kerr County, Texas, this 19th day of August, A.D. 1972.

I, Louis Dominguez, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, do hereby certify that I made the survey represented by this plat in which this is marked on the ground. I certify that I set on iron stakes at each lot corner.

David B. Dominguez  
Louis Dominguez  
Registered Public Surveyor No. 222 and  
Notary Public, Kerr County, Texas  
Telephone 657-6871 or 657-7074

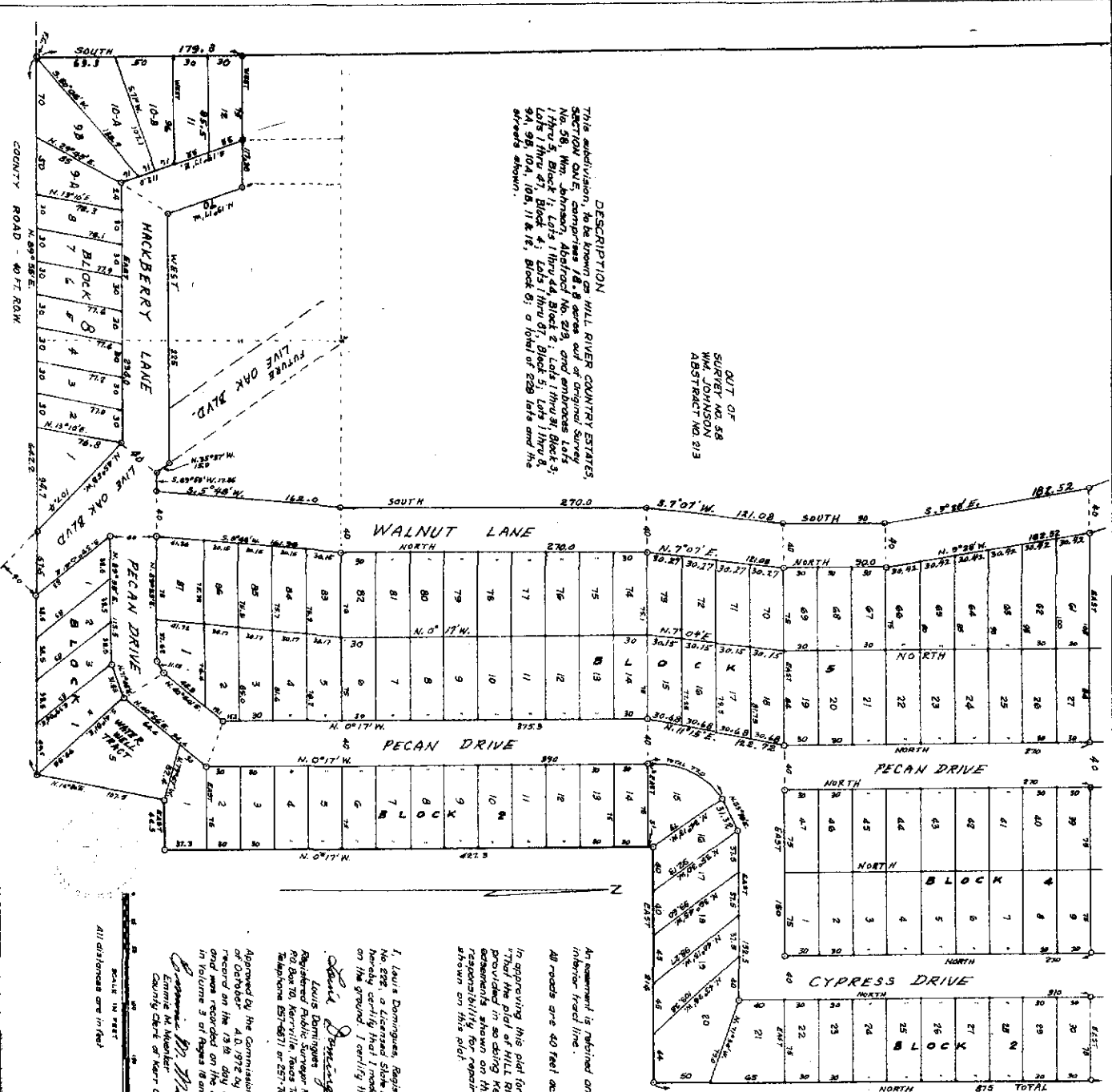
Approved by the Commissioners of Kerr County, Texas, on the 19th day of August, A.D. 1972, at 10:00 o'clock A.M., and recorded on the 19th day of August, A.D. 1972, at 10:00 o'clock A.M. in Volume 3 of Pages 18 and 19, of the Plat Records of Kerr County, Texas.

Ernie M. Wheeler  
County Clerk of Kerr County, Texas

SCALE IN FEET  
All distances are in feet

PLAT OF  
HILL RIVER COUNTRY ESTATES  
SECTION ONE  
KERR COUNTY, TEXAS  
SCALE: 1" = 50 FT.  
AUGUST 19, 1972

SHEET 2 OF 2 SHEETS



OUT OF  
SURVEY NO. 58  
WM. JOHNSON  
ABSTRACT NO. 213

DESCRIPTION  
This subdivision, to be known as HILL RIVER COUNTRY ESTATES, SECTION ONE, comprises 16.8 acres out of original Survey No. 58, Wm. Johnson, Abstract No. 213, and embraces Lots 1 thru 5, Block 1; Lots 1 thru 44, Block 2; Lots 1 thru 31, Block 3; Lots 1 thru 47, Block 4; Lots 1 thru 57, Block 5; Lots 1 thru 8, 94, 98, 104, 105, 112 & 12, Block 6; a total of 228 lots and the streets shown.

COUNTY ROAD - 40 FT. R.O.W.



## RESTRICTIONS

3901

THE STATE OF TEXAS     X  
                              X     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KERR         X

That We, HILL-RIVER COUNTRY ESTATES, INC., a Texas Corporation, being the owner of all of the lots in Hill-River Country, an addition in Kerr County, Texas, recorded in Volume 3, Page 118 & 119 of the Plat records of Kerr County, Texas, herenow agree that the following restrictions shall apply to all of the lots of said Hill-River Country Estates as hereinafter set out:

1. All lots of said subdivision as evidenced by the map or plat thereof shall be used for residence purposes only, and no part thereof shall be used for business purposes. SAVE AND EXCEPT those lots which are hereby reserved as a site for a future water well and all proper and necessary storage tanks and other equipment in connection with the operation of such water well and the Central Lodge, Laundry and washroom facilities.
2. No building shall be erected, or altered, on any building plot in this subdivision until the plans, specifications, and plot plan showing the location of such building have been approved in writing by a committee which shall be appointed by HILL-RIVER COUNTRY ESTATES, INC.
3. All construction upon lots of said subdivision must be completed within six (6) months of the commencement of said construction.
4. No permanent fence, wall or hedge with a height of more than four (4) feet shall be built or maintained on the lots of the subdivision.
5. No septic tanks shall be installed or maintained on any plot containing less than two (2) adjoining lots.
6. 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 neighborhood.
7. No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank, constructed and installed in accordance with the County and State Health regulations.
8. That the designated owners herein, their successors or assigns shall not use the above described premises, nor any part thereof, or allow same to be used for treating persons afflicted with Tuberculosis or Diseases that are contagious or infectious, nor shall any sanitarium ever be erected or placed thereon for any such purpose.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
10. No lot shall be used or maintained as dumping grounds 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 material shall be kept in a clean and sanitary condition.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots of said subdivision, it is agreed to change said covenants in whole or in part.

If the party hereto, or their assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing such, or to recover damages or other suits for such violation.

Invalidation of any of these covenants by Judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

The undersigned being the legal owner of all of the above described property, herenow, by the execution of this instrument, give our consent to the restricting of said property as provided herein.

EXECUTED this 30<sup>th</sup> day of June, 1972.


HILL-RIVER COUNTRY ESTATES, INC.

BY Frank J. Greene  
FRANK J. GREENE, President

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, Alma L. Lopez, a Notary Public in and for Bexar County, on this day personally appeared Frank J. Greene, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Hill River Country Estates, Inc., a Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

  
*Alma L. Lopez*  
NOTARY PUBLIC,  
in and for Bexar County, Texas

**FILED FOR RECORD**

at 12:35 o'clock P. M.,

OCT 20 1972  
*Emmie M. Muenker*  
Clerk County Court, Kerr County, Texas  
By *Earl M. Ewen*, Deputy

Filed for record October 20, 1972 at 12:35 o'clock P. M.

Recorded October 24, 1972

EMMIE M. MUENKER, Clerk

By *Margaret Williams* Deputy

RESTRICTIONS

THE STATE OF TEXAS  
COUNTY OF BEXAR

VOL. 204. PAGE 63

KNOW ALL MEN BY THESE PRESENTS:

1780218

That we, HILL-RIVER COUNTRY ESTATES, INC., a Texas Corporation, being the owner of all of the lots in Hill-River Country, an addition in Kerr County, Texas, recorded in Volume 4, Page 79 &        of the Plat records of Kerr County, Texas, herenow agree that the following restrictions shall apply to all of the lots of said Hill-River Country Estates as hereinafter set out:

1. All lots of said subdivision as evidenced by the map or plat thereof shall be used for residence purposes only, and no part thereof shall be used for business purposes. SAVE AND EXCEPT those lots which are hereby reserved as a site for a future water well and all proper and necessary storage tanks and other equipment in connection with the operation of such water well and the Central Lodge, Laundry and washroom facilities.
2. No building shall be erected, or altered, on any building plot in this subdivision until the plans, specifications, and plot plan showing the location of such building have been approved in writing by a committee which shall be appointed by HILL-RIVER COUNTRY ESTATES, INC.
3. All construction upon lots of said subdivision must be completed within six (6) months of the commencement of said construction.
4. No permanent fence, wall or hedge with a height of more than four (4) feet shall be built or maintained on the lots of the subdivision.
5. No septic tanks shall be installed or maintained on any plot containing less than two (2) adjoining lots.
6. 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 neighborhood.



7. No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank, constructed and installed in accordance with the County and State Health regulations.
8. That the designated owners herein, their successors or assigns shall not use the above described premises, nor any part thereof, or allow same to be used for treating persons afflicted with Tuberculosis or Diseases that are contagious or infectious, nor shall any sanitarium ever be erected or placed thereon for any such purpose.
9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
10. No lot shall be used or maintained as dumping grounds 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 material shall be kept in a clean and sanitary condition.
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These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots of said subdivision, it is agreed to change said covenants in whole or in part.

If the party hereto, or their assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing such, or to recover damages or other suits for such violation.

Invalidation of any of these covenants by Judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

The undersigned being the legal owner of all of the above described property, herenow, by the execution of this instrument, give our consent to the restricting of said property as provided herein.

EXECUTED this 2nd day of January, 1978.

HILL-RIVER COUNTRY ESTATES, INC.

FILED FOR RECORD

at 12:30 o'clock P. M.

JAN 12 1978

EMILIO M. JOHNSON  
Notary Public for the State of Texas  
My Comm. Expires 1980

BY Frank J. Greene  
FRANK J. GREENE, President

Before me, Margaret Cruz, a Notary Public in and for Bexar County, on this day personally appeared Frank J. Greene, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Hill River Country Estates, Inc., a Corporation and that he executed the same as the act of such Corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

*Margaret B. Cruz*  
Notary Public in and for  
Bexar County, Texas

MARGARET B. CRUZ  
Notary Public, Bexar County, Texas

(4)

Filed for record January 12, 1978 at 12:30 o'clock P.M.  
Recorded January 17th, 1978  
EMMIE M. MUENKER, Clerk

By *William M. Daniel* Deputy