

## **RAVINE (THE) RESTRICTIONS**

Volume 175, Page 561 and Volume 182, Page 739, Deed Records of Kerr County, Texas; Volume 838, Page 677, 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**

- Easement and Right of Way dated June 18, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 468, Deed Records of Kerr County, Texas.
- Easement dated March 9, 1956 to L.C.R.A., recorded in Volume 2, Page 588, Easement Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated April 19, 1977 to Hill Country Telephone Cooperative, Inc., recorded in Volume 17, Page 836, Easement Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from Virgil Merrell to Carl E. Fischer and Ford Thomas Evans, dated October 11, 1960, recorded in Volume 108, Page 244, 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.
- Mineral reservation by Grantor, as described in instrument from Ford T. Evans and wife, Lottie G. Evans, and Carl E. Fischer and wife, Ivor Ray Fischer, to John J. Cours and wife, Barbara Cours, dated March 30, 1965, recorded in Volume 120, Page 444, Deed Records of Kerr County, Texas, and as described in instrument from John J. Cours and wife, Barbara Cours to Ann H. Eickenroht, dated October 17, 1972, recorded in Volume 159, Page 243, 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.
- Easements as per the Plat recorded in Volume 4, Page 16, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated October 1, 1974, recorded in Volume 175, Page 561, Deed Records of Kerr County, Texas; and as amended in Volume 182, Page 739, Deed Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated April 19, 1977 to Hill Country Telephone Cooperative, Inc., recorded in Volume 17, Page 836, Easement Records of Kerr County, Texas.
- Residents' easement to enjoy common area as provided in Easement, recorded in Volume 838, Page 116, and Volume 838, Page 679, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

RESTRICTIONS

VOL 175 PAGE 561

THE STATE OF TEXAS  
COUNTY OF KERR

10128

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ANN H. EICKENROHT, a widow, hereinafter called GRANTOR, being the owner of that certain 12 acre tract of land, more or less, being out of and a part of Survey No. 131, Joseph Beitel, Kerr County, Texas, which has heretofore been platted into that certain subdivision known as THE RAVINE, according to the plat of said subdivision filed for record in the office of the County Clerk of Kerr County, Texas, on the 3rd day of October, 1974 under Commissioner's Court Order No. 12232, and desiring to create and carry out a uniform plan for the improvement, development and sale of the lots in said THE RAVINE, 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 THE RAVINE, and each contract or deed which may be hereafter executed with regard to any of the lots in said THE RAVINE, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the roads, lanes, walks and common green areas to the use of the present and future owners of said lots and their guests, there shall be and are hereby reserved in GRANTOR the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance ex-

cuted or to be executed by or on behalf of GRANTOR in the conveyance of said property or any part thereof:

1.

The roads, lanes, walks and common green areas as shown on said map or plat are hereby dedicated to the use of the present and future owners of said lots and their guests.

2.

All owners of said property shall be afforded access to the lake and may be used by them at their discretion.

3.

GRANTOR reserves the necessary utility easements and rights-of-way as shown on the aforesaid map of THE RAVINE, recorded in the Kerr County Map Records, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of GRANTOR and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines and water system or any other utility or service which GRANTOR may find necessary for the proper service of lots in THE RAVINE.

4.

GRANTOR reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Kerr County, Texas, or incorporated in the deed from GRANTOR conveying the site to be so restricted or subjected to such easement or right-of-way.

5.

Neither GRANTOR nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

6.

It shall be and is expressly agreed and understood that the title conveyed by GRANTOR to any lot or parcel of land in THE RAVINE, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the electric light, electric power, or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by GRANTOR or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of THE RAVINE and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any other party, is hereby expressly reserved in GRANTOR.

7.

It is expressly agreed and understood that water will be furnished to owners of any property in THE RAVINE at a cost of \$1.00 per month on each fixture unit. "Fixture unit" to be defined as water closet, lavatory, bathtub (or tub-shower combination), separate shower, washing machine and dishwasher.

#### RESTRICTIONS

1.

LAND USE: No business or non-residential activity shall be conducted on any lot with the exception of Lots Numbers 1, 2, 3 and 4 of THE RAVINE.

2.

SIGNS: No sign of any kind shall be displayed, erected or maintained on any residential lot except one sign of not more than 24 inches square advertising the property for sale. GRANTOR shall have the right to remove any such non-conforming sign, advertisement, billboard, or advertising structure which is placed on any lot and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or other torts in connection with, or arising from such removal.

3.

ANIMALS: No animals, livestock, or poultry of any kind shall be bred, raised, or kept on any lot, except small dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

4.

LEGAL USE: No premises or any part thereof shall be used for illegal or immoral purposes.

5.

TYPE OF STRUCTURE: No building or structure shall be occupied or used until the exterior thereof is completely finished. All buildings or structures shall be completed in a diligent and workmanlike manner within a period not to exceed twelve months. If in the event such building or structure is not completed within the specified period of time, an extension of time may be granted by the Architectural Committee upon submission of substantiating evidence of necessity.

6.

GARAGES AND CARPORTS shall be placed in a location that will make their appearance as invisible and unobtrusive as possible.

7.

SEPTIC TANKS: No outside toilets or septic tanks will be permitted except septic tanks in conformity with State and County Board of Health regulations, nor can the use of outside toilets be permitted under any circumstances.

8.

DIVISION OF LOTS: No residential lot, as shown upon the plat, shall be further divided or altered except that two or more lots may be combined for a single dwelling.

9.

PLANS for approval by Architectural Committee shall consist of 2 sets of black line prints with architectural drawings that will consist of the following: site plan, floor plan, and all exterior elevations. Specifications shall detail all materials to be used.

10.

LOCATION AND SETBACKS: Location and setback of houses is subject to approval of Architectural Committee.

11.

The Architectural Committee as herein referred to shall consist of the GRANTOR herein and other members as designated by the GRANTOR and may be changed from time to time at the discretion of GRANTOR.

12.

OTHER BUILDINGS: No travel trailer, mobile home, motor home, truck body, basement, tent, shack, garage, barn or other out-buildings shall at any time be used as a residence nor shall any residence of any temporary character be permitted.

13.

TEMPORARY BUILDINGS: No temporary building shall be

erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and at completion of construction the temporary building must be removed immediately and no such temporary building or construction shall be used for residential purposes during construction, and the such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets or easements.

14.

ANTENNA: No television or radio antenna shall be erected or maintained nor shall any be placed upon the premises. TV cable is available to all lots and must be used by the residents hereof if same be desirable.

15.

YARDS: The area of the lot shall be maintained so as to be an esthetical asset to the dwelling.

16.

MAINTENANCE OF LOTS: No owner of any lot, either vacant or improved, shall be permitted to let such lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of 12 inches in height.

17.

CONSTRUCTION: No building shall be erected, placed or altered on any lot, property or area in this Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external and structural design and quality with existing structures in the Subdivision and as to location of the building, and a building permit has been issued

by an Architectural Committee designated by THE RAVINE. A charge of \$60.00 will be made to cover cost of reviewing plans and issuing a permit.

18.

OTHER IMPROVEMENTS: No private water well or water system shall be permitted.

19.

STORAGE OF MATERIALS: No building material of any kind or character shall be stored upon any residential lot until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the road or between the road or property lines. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on the road or any adjoining lot or easement. All such material, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such materials must be immediately removed from the property.

20.

DUMPING, GARBAGE AND TRASH DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste shall be kept except in sanitary containers. All containers for the storage or devices for disposal of such material shall be kept in a clean and sanitary condition.

21.

GARBAGE CANS: No garbage cans or refuse containers shall be placed or permitted to remain at the front of the dwelling either



within the road or upon the lot. There will be bins provided in an area as designated by GRANTOR for the deposit of leaves, grass and other native materials to allow for the creation of compost for the common use.

## 22.

MAINTENANCE AND IMPROVEMENT: Each lot shall be subject to an annual maintenance fund, said fund to be collected, administered and disbursed by the Architectural Committee of THE RAVINE. The amount of the annual assessment for the maintenance fund shall be established by February 1st of each year and payable on July 1st for the next succeeding year. In the event any maintenance fund payment shall become overdue for a period in excess of ten days a charge of \$            may be charged by the GRANTOR hereof for the purpose of defraying the expense incident to handling such delinquent payments to the maintenance fund. In determining the annual amount chargeable to each of the lots, the Architectural Committee shall take into consideration those factors necessary to provide the actual costs involved in those functions for the common welfare of all the lots owners. This fund shall be used for the purpose of improving and maintaining the roads, walks, common green areas, easements, and maintaining or expanding the water system or doing any other things necessary or desirable in the opinion of the Architectural Committee, their successors and assigns, as may be deemed necessary and making for improvement.

## 23.

EXTERIOR MATERIALS: Exterior materials of houses must be of a finish and color compatible with the surroundings. Wood,

rock, glass and properly-colored stucco are suggested. The Architectural Committee feels that colors should be grayed shades or natural wood finished; anything white, for instance, would be inappropriate for the area. A blending of buildings and wooded surroundings is the desired goal. Size of structure is of no importance; only its compatibility with the natural surroundings will be scrutinized. Roofs of wood shingles or properly colored and non-reflective other materials would be acceptable.

24.

OPTION OF GRANTOR: GRANTOR shall have the first and last choice of repurchasing lot or lots, building or buildings, back at the fair market value, or approving other purchaser.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, her successors and assigns, and all persons or parties claiming under her, for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for successive periods of ten years each, unless prior to the expiration of such ten year period the then owners of two-thirds of the lots in THE RAVINE 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 her 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 restriction 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 the event any one, or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges 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, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 1st day of October, 1974.

Ann H. Eickenroht  
Ann H. Eickenroht, a widow

THE STATE OF TEXAS     I  
COUNTY OF KERR        I

BEFORE ME, the undersigned authority, on this day personally appeared ANN H. EICKENROHT, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of October, 1974.

**FILED FOR RECORD**

at 3:00 o'clock P.M.,

OCT 3 1974

Emmie M. Muenker  
Clerk County Court, Kerr County, Texas

Estelle Witt

Nancy L. Sigala  
Nancy L. Sigala  
Notary Public in and for Kerr County, Texas

Filed for record October 3, 1974 at 3:00 o'clock P.M.  
Recorded October 8, 1974  
EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy

AMENDMENTS TO RESTRICTIONS  
AND RESERVATIONS

STATE OF TEXAS

I

COUNTY OF KERR

I

KNOW ALL MEN BY THESE PRESENTS:

753861

THAT WHEREAS, ANN H. EICKENROHT, a widow, placed certain reservations and restrictions, covenants, and easements against what is known as THE RAVINE, a Subdivision of Kerr County, Texas, which reservations and restrictions are found of record in Volume 175, Page 561-570, Deed Records, Kerr County, Texas; and,

WHEREAS, ANN H. EICKENROHT, the owner of THE RAVINE, desires to amend Paragraph Number 7 of "RESERVATIONS" in the following manner, to-wit:

Paragraph No. 7, states that "(I)t is expressly agreed and understood that water will be furnished to owners of any property in THE RAVINE at a cost of \$1.00 per month on each fixture unit. "Fixture Unit" to be defined as water closet, lavatory, bathtub (or tub-shower combination), separate shower, washing machine and dishwasher".

Paragraph No. 7 shall be amended to read: "It is expressly agreed and understood that water will be furnished to owners of any property in THE RAVINE by separate agreement"; and,

WHEREAS, ANN H. EICKENROHT, the owner of THE RAVINE, desires to amend Paragraph No. 8 of "RESTRICTIONS" in the following manner, to-wit:

Paragraph No. 8, states that "DIVISIONS OF LOTS: No residential lot, as shown upon the plat, shall be further divided or altered except that two or more lots may be combined for a single dwelling."

Paragraph No. 8 shall be amended to read as follows:  
DIVISION OF LOTS: No residential lots, as shown upon the plat, shall be further divided or altered except that lots numbered 5, 22, and 23 may be further subdivided by GRANTOR or by express

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written consent of GRANTOR. Two or more lots may be combined  
for a single dwelling"; and

WHEREAS, ANN H. EICKENROHT, the owner of THE RAVINE, desires  
to complete Paragraph No. 22 of "RESTRICTIONS" in the following  
manner, to-wit:

". . . In the event any maintenance fund payment shall  
become overdue for a period in excess of ten days a charge of  
15% of the maintenance fund payment due may be charged by GRANTOR  
hereof for the purpose of defraying the expense incident to hand-  
ling such delinquent payments to the maintenance fund. . . ."

All other reservations, restrictions, covenants and easements  
shall remain the same.

The foregoing amendments are executed by ANN H. EICKENROHT,  
a widow, owner of the Subdivision of Kerr County, Texas, known  
as THE RAVINE, and by D. C. WALSH, JR., and wife, JUSTA WALSH,  
owners of a certain lot located in THE RAVINE, who purchased said  
lot relying on the above mentioned recorded reservations and restric-  
tions. D. C. WALSH, JR., and wife, JUSTA WALSH, hereby expressly  
agree to the foregoing amendments and join in the execution of  
this instrument.

WITNESS our hands this the 13th day of October, 1975.

FILED FOR RECORD

at 3:00 o'clock P.M.

OCT 14 1975

EMERIE M. MURPHY  
Clerk County Court, Kerr County, Texas  
By Blanchette Walker, Deputy

Ann H. Eickenroht  
ANN H. EICKENROHT

D. C. Walsh, Jr.  
D. C. WALSH, JR.

Justa Walsh  
JUSTA WALSH

STATE OF TEXAS

X

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COUNTY OF KERR

X

Before me, the undersigned authority, on this day personally appeared ANN H. EICKENROHT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 13 day of October, 1975.



*[Signature]*  
Notary Public  
Kerr County, Texas

STATE OF TEXAS

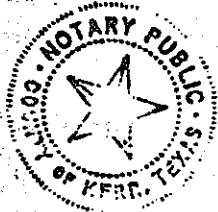
X

COUNTY OF KERR

X

BEFORE ME, the undersigned authority, on this day personally appeared D. C. WALSH, JR., and JUSTA WALSH, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 15 day of October, 1975.



*[Signature]*  
Notary Public  
Kerr County, Texas

(3

Filed for record October 14, 1975 at 3:00 o'clock P.M.  
Recorded October 16, 1975  
ESSIE M. MUENKER, Clerk

By *[Signature]* Deputy

1546

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## RELEASE OF OPTION

FILED FOR RECORD

at 3:35 o'clock P.M.

FEB 28 1996

THE STATE OF TEXAS §

PATRICIA DYE

Clerk County Court, Kerr County, Texas  
Deputy

THE COUNTY OF KERR §

WHEREAS, the undersigned, ANN MILLER (being one and the same person and formerly known as ANN H. EICKENROHT) is named as a Grantor in the Restrictions for that certain subdivision known as THE RAVINE, the plat of which subdivision is filed in Volume 4, Page 16, Plat Records of Kerr County, Texas, which Restrictions are filed of record in Volume 175, Page 561, Deed Records of Kerr County, Texas, and in the Amendments To Restrictions And Reservations of record in Volume 182, Page 739. Deed Records of Kerr County, Texas; and

WHEREAS, under said Restrictions the undersigned, as Grantor, reserved the following Option:

OPTION OF GRANTOR: GRANTOR shall have the first and last choice of repurchasing lot or lots, building or buildings, back at the fair market value, or approving other purchaser; and

WHEREAS, the undersigned has now sold all of her interest in said subdivision and no longer desires to have the first and last choice of repurchasing lot or lots, building or buildings, back at the fair market value, or approving other purchaser;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the premises, the undersigned does hereby release the option reserved by her in said Restrictions to have the first and last choice of repurchasing lot or lots, building or buildings, back at the fair market value, or approving other purchaser, and hereby releases all of the property in said subdivision, including, but not limited to, the property described in the attached Exhibit "A" from said option.

EXECUTED this 15th day of February, 1996.

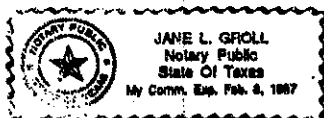
*Ann Miller*

ANN MILLER (formerly known as  
ANN H. EICKENROHT)

STATE OF TEXAS §

COUNTY OF KERR §

This document was acknowledged before me on the 15th  
day of February, 1996, by ANN MILLER (formerly known as ANN H.  
EICKENROHT).



*Jane L. Groll*  
Notary Public, FILED BY AND RETURN TO:

KERR COUNTY ABSTRACT & TITLE CO.  
303 Earl Garrett Street  
Kerrville, Texas 78028

15698

Any provision that purports to restrict the right of any of the signatories to  
convey, lease, or otherwise dispose of their real property is hereby declared null and void.  
COUNTY OF KERR

Patricia Rye, Clerk of the County of Kerr, Texas, has this day recorded in the Official  
Public Records of Kerr County, Texas, the foregoing instrument.

FEB 28 1996



*Patricia Rye*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED *Real Property*  
VOL. *838* PG. *677*

RECORDING DATE

FEB 28 1996



*Patricia Rye*  
COUNTY CLERK, KERR COUNTY