

DOWNEY ADDITION

RESTRICTIONS

Volume 4, Page 233, Plat Records of Kerr County, Texas; Volume 251, Page 60, 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

- Right Of Way Easement dated March 14, 1916 to Kerrville Telephone Company, recorded in Volume 48, Page 76, Deed Records of Kerr County, Texas.
- Easement dated September 14, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 628, Deed Records of Kerr County, Texas.
- Easement dated March 29, 1937 to Texas Power & Light Company, recorded in Volume 61, Page 7, Deed Records of Kerr County, Texas.
- Easement dated January 14, 1938 to Texas Power & Light Company, recorded in Volume 61, Page 47, Deed Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the plat recorded in Volume 4, Page 233, Plat Records of Kerr County, Texas.
- Easement and Building Set Back Lines as reserved in Restrictions recorded in Volume 251, Page 60, Deed 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)

STATE OF TEXAS
COUNTY OF HARRIS
I, the undersigned, hereby certify that I am the owner of the property shown on the attached map and that I hereby agree that said map of subdivision shall be a true and correct representation of the same and shall be a public use forever. The effect hereon shown.

Walter Blum
WALTER BLUM

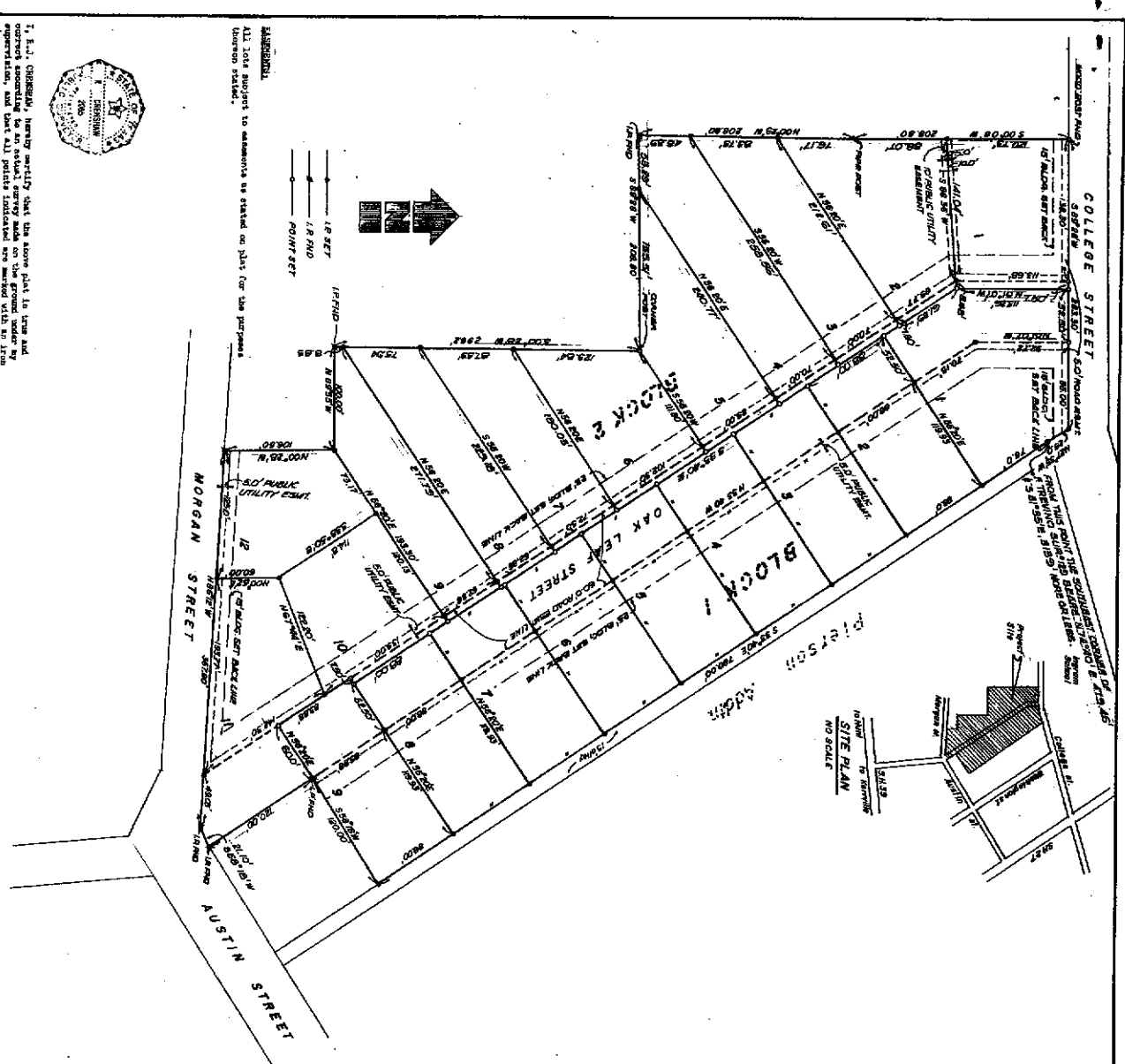
STATE OF TEXAS
COUNTY OF HARRIS
I, the undersigned, hereby certify, on this day personally appeared before me, the undersigned, a Notary Public in and for the County of Harris, State of Texas, and acknowledged to me that he executed the same for the purposes stated therein.

Walter Blum
WALTER BLUM



Approved by the Commissioners Court of Harris County, Texas, on this
2nd day of October, A.D., 1980, by order of
A.D., 1980, in Volume 4, Page 233 of the plat records of Harris County, Texas.

Donna M. Verner
DONNA M. VERNER
County Clerk of Harris County, Texas



DOONEY ADDITION

A SUBDIVISION OF 7.98 ACRES OF LAND OUT OF
FRANCISCO TREVINO SURVEY NO. 189 ABSTRACT
NO. 332, LOCATED IN HARRIS COUNTY, TEXAS.

SCALE = 1" = 600'

1. E.J. CHURCHILL, hereby certify that this map is a true and correct copy of the original map as shown to me by the owner of the property shown on the map, and that all points indicated are marked with an iron pin.

1. E.J. CHURCHILL
Registered Public Surveyor 12046
2100 N. St. Louis
St. Louis, Mo. 63103
514/525-2525



RESTRICTIONS AND RESTRICTIVE COVENANTS FOR
DOWNEY ADDITION

THE STATE OF TEXAS :
:
THE COUNTY OF KERR :

THAT Harry L. Downey, hereinafter called "Developer," being the owner and developer of that certain tract of land, known as Downey Addition, a subdivision located in Kerr County, Texas, hereinafter called the "Subdivision," and which Subdivision and the various tracts, parcels, lots, areas, boundaries and roadways thereof are shown on plat of such Subdivision of record in Volume 4, Page 233 of the Plat Records of Kerr County, Texas, and desiring to establish and implement a uniform plan and program for development and improvement of the Subdivision and the sale, use, ownership and occupancy of property therein, does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, Covenants, Conditions and Easements to be, and the same are hereby made, applicable to the Subdivision.

I.

GENERAL PROVISIONS

Applicability

1. Each contract, deed or deed of trust which may predate the recording or recording date of these restrictions and restrictive covenants, but which are made expressly subject hereto, and each contract, deed or deed of trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, reservations, restrictions, covenants, conditions and easements herein set forth, regardless of whether or not any such provisions are set

forth in said contract, deed or deed of trust, and whether of not referred to in any such instrument.

Dedication

2. The streets and roads shown on said recorded plat are dedicated to the use of the public and shall constitute a public easement upon any portion of any lot in the Subdivision which lies within or is covered by any such street or road. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

Reservations

3. A. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance, operation and replacement of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

B. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair, replace and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, his successors and assigns.

C. Neither the Developer, nor his successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

D. The Developer shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, replace, repair, operate or maintain any utility located therein.

Duration

4. The provisions hereof constitute covenants running with the land and shall be binding upon the Developer, his heirs and assigns, and all persons or parties claiming under him; however, the Reservations and Restrictions set forth herein may be repealed or altered, and additional restrictions may be adopted at any time by the concurrence of the Developer, his heirs or assigns, and the owners of a majority of the lots or tracts in the Subdivision, including the Developer as a lot owner if he then owns any lot or lots, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

Enforcement

5. In the event of the violation or attempted or threatened violation of any restriction, covenant or provision set forth herein, enforcement shall be authorized by any proceeding at law or in equity against any person or persons attempting, threatening or committing such violation, including proceedings to restrain or prevent such

violation or attempted or threatened violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with the applicable provision hereof; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover from the violator of any provision hereof such damages as such person has sustained by reason of the violation of such provisions. The Developer or any person or persons owning property in the Subdivision may prosecute any proceeding at law or in equity against any person or persons violating or attempting or threatening to violate any of the provisions hereof.

Partial Invalidity

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

Effect of Violations on Mortgages

7. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed on record or otherwise affect the rights of the mortgagee under any such mortgage, holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms subject, however, to the provisions herein contained.

II.

GENERAL RESTRICTIONS

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1. No lot shall be re-subdivided.
2. No lot in the Subdivision or any part thereof shall ever be used for business or commercial purposes.
3. Only one single family residence shall be constructed on any one lot in Subdivision, except that duplex or triplex dwellings could be erected on Lots 9, 10, 11, and 12, Block 2, of Subdivision. Subject to the following provisions, one garage or carport may be constructed on any one lot: each garage or carport must be attached to or adjacent to and form a part of the principal residence area; all garages must be constructed using the same type and quality of materials used in the construction of the principal residence; carports must be attached to and have the same roofing material as the principal residence.
4. Each residence constructed on any lot shall contain not less than 1,000 square feet of enclosed living and heated area, not including garage and outside porches. The exterior of such dwellings shall be constructed of permanent-type building materials of usual and general use in residential construction, and shall consist of at least 30% brick or rock, and no used lumber may be employed in such construction.
5. No part of any residence or building shall be closer to the boundary of any street or road than building set-back lines shown on Plat, and no part of any residence or building shall be closer than 5 feet to any side lot line.
6. No fences may be built on lots prior to the construction of residence thereon. The backyard area of the lot may be fenced, but

no fence, LP gas tank, or other appurtenances shall come farther forward on the lot than the farthest projection of the residence constructed, and in no event shall be forward of building set-back lines.

7. Each residence shall be equipped with an underground sewage disposal system, which shall conform in all respects to the requirements and recommendations of any Agency or Governmental Unit having jurisdiction, including sufficient tanks and drain field capacity for the expected use.

8. The construction of any structure once commenced shall be diligently prosecuted, and in any event shall be completed before the expiration of 180 days following its commencement.

9. No house shall be moved from any other location and placed or erected on any lot in the Subdivision.

10. No house trailer, mobile home, camp trailer, camper vehicle, motor vehicle, or any other type of moveable structure or structure of a temporary character may be lived in on any lot. No tent, shack or shed or any other outbuilding except those specifically described and permitted herein shall ever be erected or maintained on any lot in the Subdivision.

11. In addition to the foregoing specific restrictions, nothing may be done on any lot in the Subdivision which will alter the appearance of such lot from a nice-appearing, well kept one typical of a lot in a Subdivision requiring a minimum of 1,000 square feet of enclosed residence area per lot. For example, and by way of illustration only, and not by limitation, no noxious or offensive activities shall be carried on

which may be or become a public or private nuisance. No lot shall be a dumping ground for rubbish. All rubbish and household garbage shall be removed from each lot at least once each seven (7) days, and no such rubbish or garbage shall be buried, burned, or otherwise disposed of on any lot, except that wood, leaves, or paper may be burned if burned in an incinerator or without causing a fire hazard. No building material of any kind shall be placed or stored on any lot except during actual construction. No unsightly storage shall be permitted. Trucks or other unsightly or inoperable vehicles shall be kept in an enclosed garage protected from the view of the public and other residents of the Subdivision. The owner of each lot shall keep grass, weeds, and vegetation trimmed or cut so that each lot remains in a neat and attractive condition.

III.

ANIMALS

No animals or livestock, other than dogs, cats, and common household pets, shall be kept in the Subdivision, and then only upon the condition that the custodian thereof abide at all times by all of the ordinances and regulations of the City of Ingram, Texas, with respect to the care, control, and ownership of such animals within the City.

IV.

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owner/s of the land affected and the developer and their respective heirs, executors, administrators, successors and assigns.

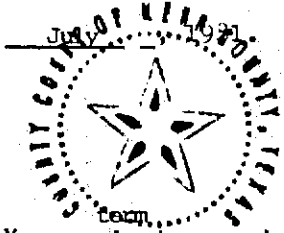
Executed this 31st day of July, 1931.

Harry L. Downey
Harry L. Downey, Developer

THE STATE OF TEXAS))
))
 COUNTY OF KERR))

Before me, the undersigned authority, on this day personally appeared Harry L. Downey, 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 purpose and consideration therein expressed.

Given under my name and Seal of Office, this 31st day of



My ~~commission~~ expires:

12-31-82

EMMIE M. MUENKER, County Clerk

By: Patty Burrow Deputy

~~Notary Public~~ in and for
 Kerr County, Texas

(Patty Burrow)

#813963

Re

Restrictions & Restrictive
 Covenants

Downey Addition

To
 The Public

FILED FOR RECORD

at 2:55 o'clock P.M.

JUL 31 1981

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By: Patty Burrow Deputy

Return to:

Harry Downey

Box 413

Ingram, Tx 78025