

CLAIRMONT ESTATES RESTRICTIONS

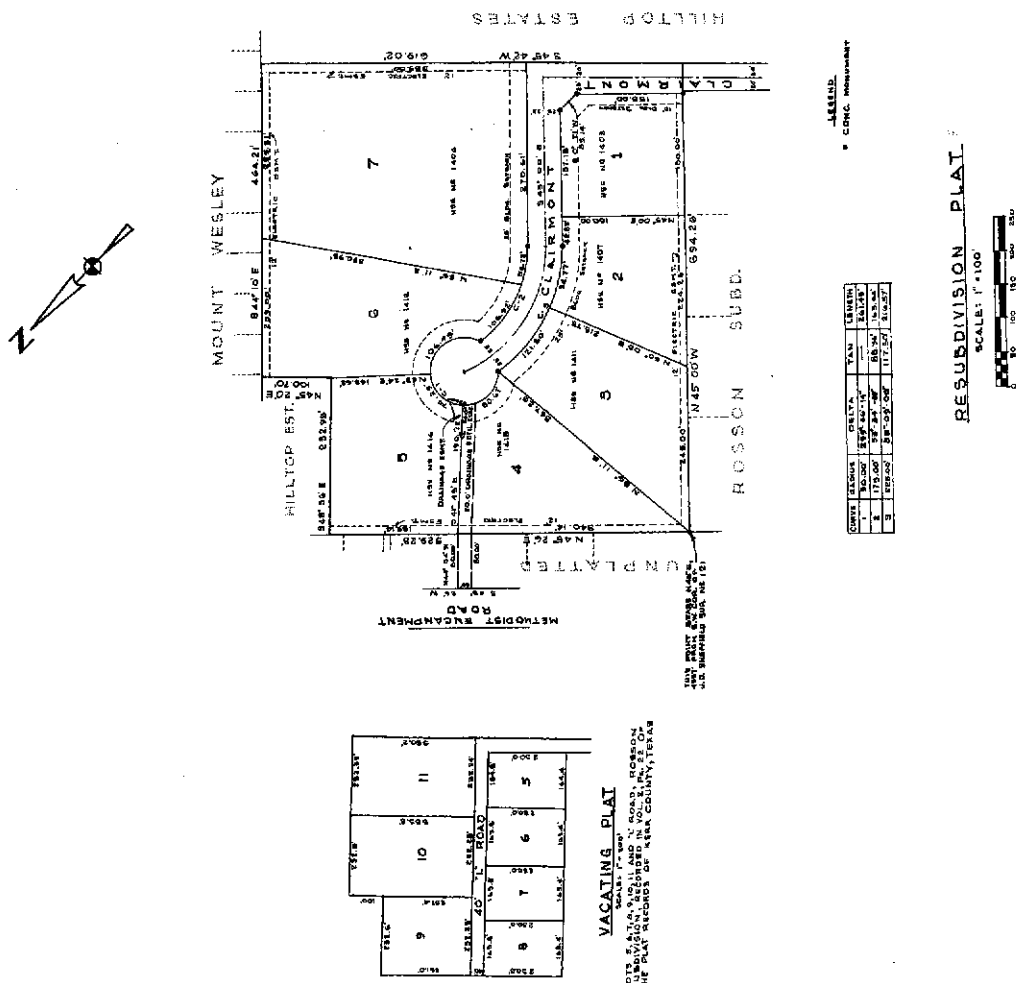
Volume 80, Page 316, Volume 85, Page 552 and Volume 174, Page 344, Deed Records of Kerr County, Texas; Volume 4, Page 13, Plat Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to 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.

Reversionary rights contained in the instrument dated August 20, 1946, recorded in Volume 80, Page 316, Deed Records of Kerr County, Texas.

OTHER EXCEPTIONS

- Building Set Back Lines as per the Restrictions recorded in Volume 80, Page 316 and Volume 85, Page 552, Deed Records of Kerr County, Texas.
- Easement dated July 23, 1948 to L.C.R.A., recorded in Volume 1, Page 142, Easement Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 13, Plat Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 174, Page 344, Deed Records of Kerr County, Texas.
- Easement & Right Of Way dated August 12, 1958 to Kerrville Telephone Co., recorded in Volume 3, Page 218, Easement Records of Kerr County, Texas. (AS PER LOT 7 ONLY)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

CLAIRMONT ESTATES



J.C. LESTY, REGISTERED PUBLIC SURVEYOR, HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM A SURVEY MADE ON THE LANDS BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE SURVEYING LAWS OF KENTUCKY, 1974.



J.C. Lesty
REGISTERED PUBLIC SURVEYOR No. 1004
STATE OF KENTUCKY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, who being duly sworn, depose and say that the foregoing plat was prepared by the said J.C. Lesty, a duly qualified and licensed public surveyor, and that the same is a true and correct representation of the survey made by him on the lands described in the plat, and that he is not aware of any fraud or collusion in the preparation of the same.

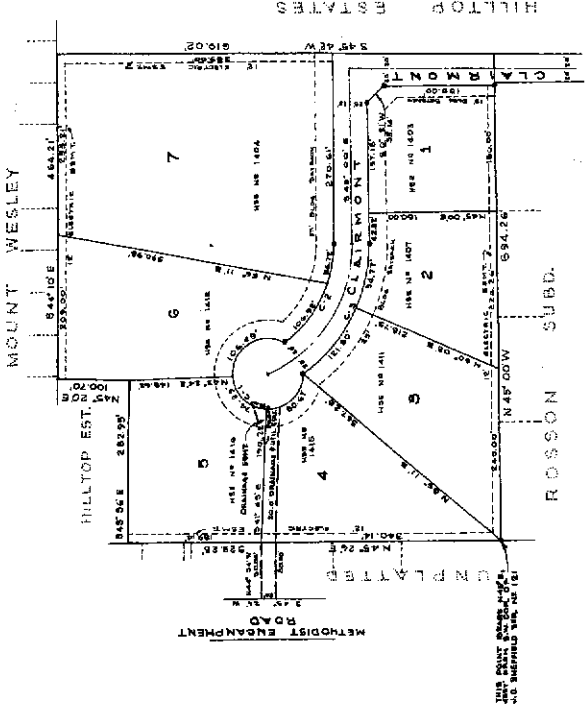
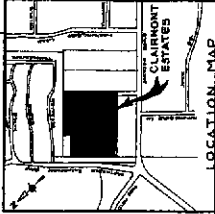


NOTARY PUBLIC IN AND FOR THE COUNTY OF KENTUCKY
My Comm. Expires _____
I, _____, County Clerk, do hereby certify that the foregoing plat was duly recorded in the office of the County Clerk on this _____ day of _____, 1974.

[Signature]
COUNTY CLERK

APPROVED BY THE BOARD OF SURVEYORS OF KENTUCKY, THIS _____ DAY OF _____, 1974.
_____ SECRETARY

[Signature]
EMILIE M. BUSHNER



VACATING PLAT

LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

CURVE	BEARING	CHORD	TRAIL	LENGTH
1	N 45° 00' W	100.00	100.00	100.00
2	S 45° 00' W	100.00	100.00	100.00
3	N 45° 00' W	100.00	100.00	100.00
4	S 45° 00' W	100.00	100.00	100.00

LEGEND
* CONC. PERMANENT

SECTION DIVISION PLAT

THE STATE OF TEXAS)
 THE COUNTY OF EDWARDS) BEFORE ME, the undersigned authority, on this day personally appeared
 C. H. Gilmer, known to me to be the person whose name is subscribed to the foregoing instru-
 ment as attorney in fact for Hal Peterson and Charlie V. Peterson, the parties thereto, and
 acknowledged to me that he executed the same as attorney in fact for the said Hal Peterson and
 Charlie V. Peterson and that the said Hal Peterson and Charlie V. Peterson executed the same
 by and through him for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of August, A. D. 1946.

(SEAL)

Neville G. Smart
 Notary Public in and for Edwards County, Texas.

Filed for record Aug. 30, 1946 at 3:15 o'clock P. M.

Recorded August 31, 1946 at 2:00 o'clock P. M.

80136

SPECIAL WARRANTY DEED WITH V/L

THE STATE OF TEXAS)
 THE COUNTY OF KERR (KNOW ALL MEN BY THESE PRESENTS: That I, G. Rankin Starkey, a single man,
 of the County of Kerr, State of Texas, for and in consideration of the sum of Ten (\$10.00)
 Dollars, and other good and valuable consideration to me in hand paid by George H. Miers and
 wife, Mary Miers, the receipt of which is hereby acknowledged and confessed, and the execution
 of one Vendor's Lien note, payable to G. Rankin Starkey, in the principal sum of Nine Thousand
 Four Hundred and No/100 (\$9400.00) Dollars, bearing interest at Six (6%) per cent per annum,
 interest being due and payable semi-annually, and principal being due and payable one (1) year
 from date hereof; said note containing clause permitting any portion, or all, of said note to
 be paid off at any time; also containing clause recognizing Vendor's Lien, accelerated maturity
 and attorney's fees clause, and being additionally secured by a Deed of Trust of even date
 herewith; and upon the further consideration and condition that no part of the property here-
 inafter described shall be used for a business of any type, and shall only be used for
 residential purposes, and no religious or educational institutions are to be erected upon such
 property, or to be used for such purposes, and shall only be used for residential purposes. No
 part of the property hereinafter described shall be used for boarding, treating, or keeping
 tubercular persons or persons suffering from any infectious or contagious disease; none of
 said property shall ever be sold, leased, or rented to colored persons, or occupied by colored
 persons, except as a servant of white people, living on said land. All plumbing and toilets
 installed or to be installed in or upon the property hereinafter described shall be connected
 with an underground cess pool or septic tank of a size and nature sufficient to be in all ways
 clean and sanitary; none of said property shall be used for the keeping of livestock or
 poultry, except that the owner of such property may keep his personal riding horse, or horses,
 two (2) sheep, and not more than eighteen (18) chickens for domestic use, if such property has
 been properly fenced. No building or structure of any kind shall be erected upon the property
 hereinafter described nearer than 35 feet to the street on the front thereof, and no garage,
 barn, or other structure than a residence shall be erected nearer than 75 feet from the front
 of the property. All dwelling houses erected shall face the street at the front thereof as
 shown by the plan of such property, and cost not less \$8500.00 to erect. Not more than two
 residences or dwellings shall be built on any one lot or site within fifty years from August 1,
 1946, without grantor's consent first had thereto; have granted, sold and conveyed and by these
 presents do grant, sell and convey unto the said George H. Miers and wife, Mary Miers, of the
 County of Kerr, State of Texas, all that certain tract or parcel of land, being situated in
 Kerr County, Texas, out of original Survey No. 121, in the name of J. C. Sheffield; and being
 described by metes and bounds as follows, to-wit: BEGINNING at a point in the N. W. line of
 said Survey No. 121, at its intersection with the NE right of way line of the Kerrville-

Methodist Encampment Road; Thence with said survey line, N. 45 deg. E. 861 feet to a fence corner; Thence with fence line, S. 44 deg. 20' E. 1183.1 feet to a stake and mound set for the east corner of this tract; Thence S. 45 deg. 50' W. 842.7 feet to a point in the NE right of way line of the Kerrville-Methodist Encampment Road; Thence with said road right of way line N. 45 deg. W. 1175 feet to the place of beginning, containing 23.04 acres of land. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said George H. Miers and wife, Mary Miers, their heirs and assigns forever. And it is expressly understood and agreed herein that should any of the conditions above mentioned, constituting a part of the consideration for this conveyance, be violated or breached by the said George H. Miers and wife, Mary Miers, their heirs and assigns, or grantees, or anyone else succeeding in any manner to their title, then in that event, the said above described and conveyed property is to revert in grantor, G. Rankin Starkey, his heirs and assigns, and this deed is to become null and void; and grantor, G. Rankin Starkey, his heirs and assigns, shall have the right to re-enter and take possession of said above described premises as the owner thereof in fee simple and hold the same entirely free from the operation of this conveyance, and grantor herein, G. Rankin Starkey, in consideration of the foregoing, does hereby bind himself, his heirs and assigns to WARRANT AND FOREVER DEFEND all and singular, the said land and premises unto the said George H. Miers and wife, Mary Miers, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof. But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Witness my hand at Kerrville, Texas, this the 20th day of August, A. D. 1946.

(Revenue Stamps \$14.30 cancelled)
(G. R. S. - - - - - 8/20/46)

G. Rankin Starkey

THE STATE OF TEXAS)

THE COUNTY OF KERR (BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared G. Rankin Starkey 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 the 20th day of August, A. D. 1946.

Marjorie Ellis

Notary Public, Kerr County, Texas.

(SEAL)

Filed for record Aug. 30, 1946 at 3:15 o'clock P. M.

Recorded August 31, 1946 at 2:30 o'clock P. M.

WARRANTY DEED WITH V/L

THE STATE OF TEXAS)
COUNTY OF KERR (

KNOW ALL MEN BY THESE PRESENTS: That we, J. D. Lucas and wife, Lois Lucas of the County of Kerr, State of Texas for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration to us paid and secured to be paid by W. R. Mercer and wife, Irene Mercer, the receipt of which is hereby acknowledged and confessed, and the execution of one Vendor's Lien note, in the principal sum of \$3780.00, executed by grantees herein and payable to grantors, bearing interest at the rate of six (6%) per cent per annum, payable in monthly installments of \$35.00 per month, the first installment being due and payable on or before the 1st day of October, 1946, and a like installment on or before the 1st day of each month thereafter until the full amount of principal and interest is paid; containing usual clause recognizing Vendors Lien, accelerated maturity, and attorney's fees, and being additionally secured by a Deed of Trust of even date herewith; have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey, unto the said W. R. Mercer and wife, Irene

F. J. Herrera, Jr.

Albertina Herrera

(Revenue stamps .55 cents cancelled)
 (3-28-49-----T. J. H.)

THE STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, the undersigned authority, in and for Kerr County, Texas,
 on this day personally appeared F. J. Herrera, Jr. and Albertina Herrera, his wife, both known
 to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged
 to me that they each executed the same for the purposes and consideration therein expressed,
 and the said Albertina Herrera wife of the said F. J. Herrera, Jr. having been examined by me
 privily and apart from her husband, and having the same fully explained to her, she, the said
 Albertina Herrera acknowledged such instrument to be her act and deed, and she declared that
 she had willingly signed the same for the purposes and consideration therein expressed, and
 that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28th day of
 March, A.D. 1949.

(S E A L)

Ayleene Wharton,
 Notary Public, Kerr County, Texas.

Filed for record at 1:20 o'clock P.M. March 31, 1949.

Recorded at 2:10 o'clock P.M. April 1st, 1949. (VW)

Lawrence Stephens County Clerk

By Vada Walters Deputy

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AMENDED RESTRICTIONS

STATE OF TEXAS |

COUNTY OF KERR | KNOW ALL MEN BY THESE PRESENTS: WHEREAS, on the 20th day of August,
 A.D. 1946, G. Rankin Starkey, a single man, executed and delivered a general warranty deed
 to George H. Miers and wife, Mary Miers, conveying unto the said George H. Miers and wife,
 Mary Miers, 23.04 acres of land out of Survey 121, in the name of J. C. Sheffield, situated
 in Kerr County, Texas, which said land is fully described in said deed above referred to which
 is of record in Volume 80, page 316, of the Deed Records of Kerr County, Texas, to which in-
 strument and its record reference is hereby made for all purposes; and WHEREAS, in said deed
 above referred to the said 23.04 acres of land was restricted as follows: And upon the
 further consideration and condition that no part of the property hereinafter described shall
 be used for a business of any type, and shall only be used for residential purposes, and no
 religious or educational institutions are to be erected upon such property, or to be used for
 such purposes, and shall only be used for residential purposes. No part of the property herein-
 after described shall be used for boarding, treating, or keeping tubercular persons or person
 suffering from any infectious or contagious disease; none of said property shall ever be sold,
 leased, or rented to colored persons, or occupied by colored persons, except as a servant of
 white people, living on said land. All plumbing and toilets installed or to be installed in or
 upon the property hereinafter described shall be connected with an underground cess pool or
 septic tank of a size and nature sufficient to be in all ways clean and sanitary; none of said
 property shall be used for the keeping of livestock or poultry, except that the owner of such
 property may keep his personal riding horse, or horses, two (2) sheep, and not more than
 eighteen (18) chickens for domestic use, if such property has been properly fenced. No build-
 ing or structure of any kind shall be erected upon the property hereinafter described nearer
 than 35 feet to the street on the front thereof, and no garage, barn, or other structure than
 a residence shall be erected nearer than 75 feet from the front of the property. All dwelling
 houses erected shall face the street at the front thereof as shown by the plan of such pro-
 perty, and cost not less \$8500.00 to erect. Not more than two residences or dwellings shall

be built on any one lot or site within fifty years from August 1, 1946, without grantors consent first had thereto; and WHEREAS, the said George H. Miers and wife, Mary Miers, platted a portion of the above described property into five (5) parcels of land as shown by the plat of record in Volume 1, page 58, of the Plat Records of Kerr County, Texas, to which Plat and its record reference is hereby made for all purposes; and WHEREAS, Tracts 1, 2 and 3 thereof are owned by J. G. Rosson and wife, Grace Rosson and Tract 4 is owned by Manly W. Cooper and wife, Thelma W. Cooper, and Tract 5 and a tract of land 20 feet in width and 843 feet long located adjacent to said tract 5 on the Southeast side thereof is owned by Irving W. Lemaux and wife, Berenice S. Lemaux; and WHEREAS, all parties interested in said property and the restrictions placed thereon including the said G. Rankin Starkey and George H. Miers and wife, Mary Miers, have agreed to amend the restrictions on said property. It is mutually agreed therefore between the above named parties that said restrictions on said property shall be amended so as to read as follows: And upon the further consideration and condition that no part of the property hereinafter described shall be used for a business of any type, and shall only be used for residential purposes, and no religious or educational institutions are to be erected upon such property, or to be used for such purposes, and shall only be used for residential purposes. No part of the property hereinafter described shall be used for boarding, treating or keeping tubercular persons or person suffering from any infectious or contagious disease; none of said property shall ever be sold, leased, or rented to colored persons, or occupied by colored persons, except as a servant of white people, living on said land. All plumbing and toilets installed or to be installed in or upon the property hereinafter described shall be connected with an underground cess pool or septic tank of a size and nature sufficient to be in all ways clean and sanitary; none of said property shall be used for the keeping of livestock or poultry, except that the owner of such property may keep two (2) riding horses, two (2) cows, four (4) sheep, four (4) goats, and not more than eighteen (18) chickens for domestic use, if such property has been properly fenced. No building or structure of any kind shall be erected upon the property hereinafter described nearer than 35 feet to the street on the front thereof, and no garage, barn, or other structure than a residence shall be erected nearer than 75 feet from the front of the property. All dwelling houses erected shall face the street at the front thereof as shown by the plan of such property, and cost not less \$8500.00 to erect. Not more than two residences or dwellings shall be built on anyone of said lots according to said plat above referred to within fifty years from August 1, 1946, without the consent of the said G. Rankin Starkey. WITNESS our hands this the 29th day of March, A.D. 1949.

Manly W. Cooper
Thelma W. Cooper
Irving W. Lemaux
Berenice S. Lemaux

G. Rankin Starkey
George H. Miers
Mary Miers
J. G. Rosson
Grace Rosson

STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, a Notary Public, in and for said County, Texas, on this day personally appeared G. Rankin Starkey, a single man, 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 29 day of March, A.D. 1949.

(S E A L)

Jno. R. Furman,
Notary Public, Kerr County, Texas.

STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, a Notary Public, in and for Kerr County, Texas, on this day personally appeared George H. Miers and Mary Miers, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mary Miers

wife of the said George H. Miers having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Mary Miers acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29th day of March, A.D. 1949.

(S E A L)

Jno. R. Furman,
Notary Public, Kerr County, Texas.

STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, a Notary Public, in and for Kerr County, Texas, on this day personally appeared J. G. Rosson and Grace Rosson, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Grace Rosson, wife of the said J. G. Rosson having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Grace Rosson acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 30th day of March, A.D. 1949.

(S E A L)

Mrs. Matilda Sifford,
Notary Public, Kerr County, Texas.

STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, a Notary Public, in and for Kerr County, Texas, on this day personally appeared Manly W. Cooper and Thelma W. Cooper, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Thelma W. Cooper, wife of the said Manly W. Cooper, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Thelma W. Cooper, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29th day of March, A.D. 1949.

(S E A L)

Jno. R. Furman,
Notary Public, Kerr County, Texas.

STATE OF TEXAS |

COUNTY OF KERR | BEFORE ME, a Notary Public, in and for Kerr County, Texas, on this day personally appeared Irving W. Lemaux and Berenice S. Lemaux, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Berenice S. Lemaux, wife of the said Irving W. Lemaux, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Berenice S. Lemaux acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 30th day of March, A.D. 1949.

(S E A L)

Mrs. Matilda Sifford,
Notary Public, Kerr County, Texas.

Filed for record at 4:50 o'clock P.M. March 31, 1949.

Recorded at 3:15 o'clock PM. April 1st, 1949.

(VW)

Lawrence Stephens County Clerk

By Walter Deputy

-0-0-0-0-0-0-0-0-0-0-

THE STATE OF TEXAS)

THE COUNTY OF KERR)

KNOW ALL MEN BY THESE SPRESENTS:

That R. CLAY McBRYDE AND SYLVIA REES McBRYDE, hereinafter called "DEVELOPER" being the owners of that certain 9.43 acres, more or less, tracts of land out of the J.C. Sheffield, N#121 SURVEY, IN KERR COUNTY, TEXAS; which has heretofore been platted into that certain subdivision known as CLAIRMONT ESTATES, according to the plat of said subdivision recorded in Volume _____, Page _____ of the Map Records of Kerr County, Texas, desire to create and carry out a uniform plan for the improvement, development and sale of the lots in said "CLAIRMONT ESTATES" for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in "CLAIRMONT", and each contract or deed which may be hereafter executed with regard to and of the lots in said "CLAIRMONT;" shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges as set out in full in said contract or deed, or referred to in any contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes, walks and roads to the use of the present and future owners of said lots, there shall be and are hereby reserved by DEVELOPER 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 executed or to be executed by or on behalf of DEVELOPER in the conveyance of said property or any part thereof:

1.

DEVELOPER reserves the necessary utility easements and rights-of-way as shown on the aforesaid map of "CLAIRMONT" recorded in the Kerr County Map Records, to which map and the record thereof re-

ference is here made for all purposes, which easements are reserved for the use and benefit of any person, firm, body politic or corporate providing public utility service operating in Kerr County, Texas, as well as for the benefit of DEVELOPER and the property owners in the subdivision to allow for the construction, maintenance and operation of a system of electric lights and power, telephone lines, gas, water, sewers or any other utility or service for lots in "CLAIRMONT."

2.

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

3.

Neither DEVELOPER nor any such person, firm, body politic or corporate providing public utility services 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.

4.

It shall be and is expressly agreed and understood that the title conveyed by DEVELOPER to any lot or parcel of land in the CLAIRMONT SUBDIVISION by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric light, electric power, or telephone lines, poles or conduits or any other public utility lines or mains, or appurtenances thereto constructed by DEVELOPER 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 CLAIRMONT, and the right to maintain, repair, sell or lease such public utility lines or mains, and appurtenances thereto is hereby expressly reserved by DEVELOPER, or any such public utility company owning and servicing the same.

RESTRICTIONS

No building or structures (including, but not by way of limitation, air conditioning towers and swimming pools) or any additions thereto, or any alterations thereof, shall be erected, renovated, or reconstructed, placed or suffered to remain upon said premises until the DEVELOPER or anyone unto whom DEVELOPER may delegate such right, shall have approved in writing the architects' detailed plans and specifications, together with the outside color scheme, which plans and specifications must accurately reflect the size, location, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and location of same with respect to the lot lines, and front and side set back lines, and the outside color scheme to be used on any improvements to be erected in CLAIRMONT. A true copy of all such plans and specifications and details shall be logged permanently with the DEVELOPER and any building or improvements which are thereafter erected shall conform in detail to such plans and specifications; PROVIDED, HOWEVER, that the DEVELOPER MUST give his approval of such plans and specifications in writing within fifteen days after submission of same or his approval shall be implied.

II.

(a) The front yard depth shall be as shown on recorded plat. There shall be two side yards totaling at least thirty-five (35) feet in width, neither of which shall be less than fifteen (15) feet in width at any point. Provided, however, that if the side of a lot borders upon a street, then that side yard must be at least twenty (20) feet in width. The rear yard depth shall be at least twenty-five (25) feet.

(b) No garage placed on any lot or building site in CLAIRMONT may face or open toward any street, except with written consent of DEVELOPER.

(c) No fence except decorative landscaping fences, walls, or hedges shall be placed on any lot in CLAIRMONT nearer to the street in said subdivision than is permitted for the main residence on such lots except that a fence, wall or hedge may be constructed

along the boundary line of CLAIRMONT, provided the location, height, type and design of such fence, wall or hedge is approved in writing by the DEVELOPER.

III.

Any persons owning two or more adjoining lots in CLAIRMONT may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in the next following paragraph, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision.

IV.

Any residence constructed in CLAIRMONT must have a living area of not less than 2,600 sq. ft., of which two story residences must contain not less than 1700 sq. ft. on the ground floor, exclusive of open or screened porches, terraces, driveways, carports, and garages. All residences shall have 51% brick, brick veneer, stone or masonry in the outside walls, exclusive of glass areas.

V.

All lots or building sites in CLAIRMONT shall be used for single family residential purposes only, and no structures shall be altered, placed, erected, or permitted to remain on any lot or building site except one single family residence, which shall not exceed three stories in height, and a private garage, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters only for bonafide servants.

VI.

Until DEVELOPER has sold all of the lots in the subdivision, a field office may be located and maintained on one lot by DEVELOPER and his sales agents, the location of which field office may be changed from time to time as the lots are sold.

VII.

Except of the above mentioned office, no trailer, tent, shack or other temporary structure shall ever be erected on any lot, and no temporary building, basement, garage or other outbuildings erected

on any lot shall at any time be used for human habitation (except for bonafide servants, as herein stated) temporarily or permanently.

VIII.

Except for the above mentioned office no building may be moved from another locality to a site in this subdivision.

IX.

No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any lot without the consent in writing by the DEVELOPER, except "For Sale" signs not larger than five hundred seventy-six (576) sq. inches. DEVELOPER SHALL have the right to remove any such nonconforming sign, advertisement, or billboard or advertising structures which is placed on any lot without such consent and in so doing shall not be liable, and is hereby expressly releived from any liability, for trespass or any other sort in connection with, or arising from such removal.

X.

No radio or television aerial, pole or other framework, structure or device, shall be erected on any lot or attached to any of the improvements thereon without DEVELOPER consent.

XI.

Driveway turnouts or any curb removal and replacement shall be done in accordance with requirements of the governmental body having jurisdiction.

XII.

No building material of any kind or character shall be placed on the property until the owner is ready to commence improvements and then such material shall be placed within the property lines of the site upon which the improvements are to be erected, and shall not be placed in the street or between the street and property line. No stumps, trees, underbrush, scrap materials, or refuge or any kind resulting from the improvements being erected on any site shall be placed on any adjoining sites, streets or easements, and upon the completion of such improvements, such materials shall be removed immediately from the property.

XIII.

No nuisance shall ever be erected or suffered to remain upon any site of sites in said subdication, provided, however, that the

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DEVELOPER shall be the sole and exclusive judge as to what constitutes a nuisance.

XIV.

No sheep, goats, horses, cattle, swine, chickens or livestock of any kind shall ever be kept or harbored on any part of said property except that bonafide domestic pets may be kept, unless and until such pet or pets shall be determined to be a nuisance by the DEVELOPER as provided in Paragraph XIII above.

XV.

No trash, manure, garbage, putrescible matter, or debris of any kind shall be dumped, or permitted to accumulate on any lot, nor may any of such materials be burned on the premises except in an incinerator for the purpose approved by the DEVELOPER, AND by the appropriate local governmental authority.

XVI.

Each owner of a lot in CLAIRMONT binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot out as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in CLAIRMONT should in the opinion of the DEVELOPER fail to maintain his lot in a neat and attractive manner, said DEVELOPER will notify such owner in writing of the necessity that the lot be maintained. If within two weeks after such notification mailed to the last address of owner furnished by the owner to the DEVELOPER, the request has not been complied with, the DEVELOPER is hereby directed to have such work done at the expense of the lot-owner who agrees hereby to pay the same forthwith after completion of the work.

XVII.

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.

XVIII.

If the DEVELOPER herein, or any of its 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 on other dues for such violation for the benefit of any owners of sites in said subdivision as their interest may appear.

XIX.

These covenants and restrictions shall run with the land, and shall be binded upon DEVELOPER, his successors and assigns, and all persons or parties claiming under it, for a period of twenty-five years from date hereof, at which time they shall be automatically extended for successive periods of ten years each, unless the then owners of a majority of lots in CLAIRMONT, SECTION TWO, 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.

WITNESS our hands in Kerr County, Texas, this 1 day of
August, 1974.

FILED FOR RECORD

2:11:35 o'clock A. M.

AUG. 1 1974

Clerk County Court, Kerr County, Texas

By Estelle W. H. Deputy

R. Clay McBryde
 (R. CLAY McBRYDE)

Sylvia Rees McBryde
 (SYLVIA REES McBRYDE)

THE STATE OF TEXAS)

THE COUNTY OF KERR)

BEFORE ME, THE undersigned authority, on this day personally
 appeared R. CLAY McBRYDE, known to me to be the person whose
 name is subscribed to the foregoing instrument, and acknowledge
 to me that he executed the same for the purpose and consideration
 therein expressed.

GIVEN under my hand and seal of office this 1 day of
August 1974.

W. T. Hasbick
 NOTARY PUBLIC IN AND FOR KERR COUNTY,
 TEXAS

THE STATE OF TEXAS)

COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally
 appeared SYLVIA REES McBRYDE, KNOWN to me to be the person
 whose name is subscribed to the foregoing instrument, and acknow-
 ledged to me that she executed, the same for the purposes and
 consideration therein expressed, in the same for the purposes and
 consideration therein expressed, in the capacity therein stated.

GIVEN under my hand and seal of office, this 1 day of
August 1974.

W. T. Hasbick
 NOTARY PUBLIC IN AND FOR KERR COUNTY,
 TEXAS

Filed for record August 1, 1974 at 11:35 o'clock A. M.
 Recorded August 6, 1974
 EMMIE M. MUENKER, Clerk

By Margaret Muenker Deputy