

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)

All and singular the said easement and right of way in, over and across said land unto the said Telephone Exchange, their heirs and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof. It is hereby stipulated and agreed that the said Kerrville Telephone Co. will pay all damages sustained by the grantors herein to and of the above described premises or improvements through negligence or the negligence of its employees while having free ingress and egress to and from said premises.

Witness our hand this 14th day of March, 1916.

Susan Robinson

THE STATE OF TEXAS :

COUNTY OF KERR :

Before me, E. H. Turner, a Notary Public in and for said County and State, on this day personally appeared Miss Susan Robinson, a Feme Sole 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 14th day of March, 1916.

(SEAL)

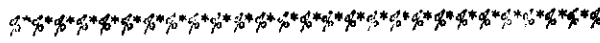
E. H. Turner,

Notary Public, Kerr Co. Texas.

Filed for record Dec. 2, 1927, at 9:30 o'clock A. M.

Recorded December 15, 1927, at 1:25 o'clock P. M.

48776



RIGHT OF WAY

THE STATE OF TEXAS :

COUNTY OF KERR :

KNOW ALL MEN BY THESE PRESENTS:

That we, Arthur Mosel and Veronica Mosel, husband & wife, of the County of Kerr and State of Texas for and in consideration of the sum of One DOLLARS to us in hand paid by the Kerrville Telephone Company, a corporation, receipt whereof is hereby acknowledged, have granted, sold and conveyed, and by these presents, do grant, sell and convey unto the Kerrville Telephone Co. an easement and right of way for telephone line and construction and operation thereof, along the route hereinafter described, in, over and across the following described tract or survey of land situated in Kerr County, Texas, to-wit:

640 acres of land being survey 129 in the name of F. Trevenio, and being the same tract or parcel of land conveyed by Chas. Schreiner to Arthur Mosel by deed dated February 23, 1907 recorded in Vol. 27, Page 431 Kerr Co. Deed record to which reference is made for more complete description, and along the following described route across said survey or parcel of land, to-wit: along the route now followed, occupied and covered by the Kerrville and Junction City Telephone line now owned by the Kerrville Telephone Co. Together with the right of free ingress to and egress from said parcel of land along said route for the purpose of digging holes and setting telephone posts and poles and stretching telephone wire thereon and for the purpose of performing all other acts and labor necessary, usual and requisite in and about the building, construction, installing and keeping in repair and operation of a telephone line or lines. To have and to hold said above described easement and right of way in, over and across said above described survey or parcel of land along said above designated route with all and singular the rights and appurtenances thereto in any wise belonging unto said Kerrville Telephone Co. their heirs and assigns forever, and we do hereby bind ourselves, heirs, executors and administrators to warrant and forever defend all and singular the said easement and right of way in, over and across said land unto the said Telephone Co. their heirs and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof. It is hereby stipulated and agreed that the said Kerrville Telephone Co. will pay all damages sustained by the grantors herein to any of the above described premises or improvements through its negligence or the negligence of any of its employees while having the right of free ingress and egress to said land. Witness our hands at Ingram, Tex. this 14th day of March, 1916.

Arthur Mosel

Veronica Mosel

THE STATE OF TEXAS :
COUNTY OF KERR : Before me, E. H. Turner, a Notary Public in and for said County and State, on this day personally appeared Arthur Mosel 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 14th day of March, 1916.

(SEAL)

E. H. Turner,

Notary Public Kerr Co. Texas

THE STATE OF TEXAS :
COUNTY OF KERR : Before me, E. H. Turner a Notary Public in and for said County, and State, on this day personally appeared Veronica Mosel wife of Arthur Mosel known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Veronica Mosel acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it. Given under my hand and seal of office, this 14th day of March, A. D. 1916.

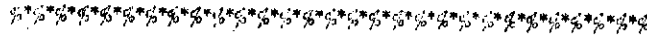
(SEAL)

E. H. Turner,

Notary Public, Kerr Co. Texas.

Filed for record Dec. 2, 1927, at 9:30 o'clock A. M.

Recorded December 15, 1927, at 1:45 o'clock P. M.



RIGHT OF WAY

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

That J. L. Fowler and M. E. Fowler, husband & wife of the County of Kerr and State of Texas for and in consideration of the sum of One DOLLARS to me in hand paid by the Kerrville Telephone Co. a Corporation, receipt whereof is hereby acknowledged, have granted, sold and conveyed, and by these presents, do grant, sell and convey unto the Kerrville Telephone Co. an easement and right of way for telephone line and construction and operation thereof, along the route hereinafter described, in, over and across the following described tract or survey of land situated in Kerr County, Texas, to-wit: 574 acres out of survey No. 411 and 7 and 3/4 acres out of survey 411 15 3rd 80 acres out of survey No. 1880 in name of Geo. Morgan. 4th. 42 1/2 acres 1888 in name of A. E. Smith and being same land conveyed to me by A. I. Stephens and V. A. Stephens by deed of date 6th day of April, 1908 recorded in Vol. 30, pages 297 & 298 Kerr Co. Deed records. The First of the above mentioned tracts being in the name of B. B. S. & C. Ry. Co. and along the following described route across said survey or parcel of land, to-wit: along the route now followed, occupied and and covered by the Kerrville and Junction City Telephone line now owned by the Kerrville Telephone Co. Together with the right of free ingress to and egress from said parcel of land along said route for the purpose of digging holes and setting telephone posts and poles and stretching telephone wire thereon and for the purpose of performing all other acts and labor necessary, usual and requisite in and about the building, construction, installing and keeping in repair and operation of a telephone line or lines. To have and to hold said above described easement and right of way in, over and across said above described survey or parcel of land along said above designated route with all and singular the rights and appurtenances thereto in and to be belonging unto said Kerrville Telephone Co. their heirs and assigns forever, and I do and do bind myself, heirs, executors and administrators to warrant and forever defend all and singular the said easement and right of way in, over and across said land unto the said Telephone Co. their heirs and assigns forever, against every person whosoever lawfully claiming or to claim the

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59/628

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS, } NO. 17A EASEMENT
COUNTY OF KERR }

KERRVILLE RURAL DISTRIBUTION PROJECT NO. 131

KNOWN ALL MEN BY THESE PRESENT:

That Arthur Mosel and
wife Veronica Mosel of

Bexar County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Kerr County, Texas, to-wit:
Being a description of the Texas Power and Light Company's Kerrville Rural Distribution Extension to serve Ingram, Hunt and Camp Mystic, (Project No. 131), as now surveyed and located across the land of Arthur Mosel, in the Francisco Trevino Survey, Kerr County, Texas.

Beginning at a point in the center line of a property line running northeast and south west at survey station 117 plus 38 dividing the land of Arthur Mosel, and I. W. Zumwalt. Said point being located 190 feet, more or less, northeast of the intersection of said property line with the northeast R/W line of a road; Thence in a northwesterly direction for a distance of 117 feet, more or less, to a T. P. & L. Co. angle pole, at survey station 118 plus 53; Thence in a westerly direction for a distance of 210 feet more or less to a point in the north east R/W line of State Highway No. 27. Said point being located 300 feet more or less, north west of the intersection of said R/W line with the property line, running northeast and south west at survey station 117 plus 36. Beginning again at a point in the west R/W line of a road Said point being located 400 feet more or less northwest of the intersection of said R/W line with the north R/W line of State Highway No. 21; Thence in a westerly direction for a distance of 1 foot more or less, to a T. P. & L. Co. angle pole, at survey station 121 plus 90 equals 0 plus 00; Thence in a northerly direction along and parallel with the west R/W line of a road, for a distance of 1500 feet, more or less, to a T. P. & L. Co. angle pole, at survey station 136 plus 90; Thence in a northwesterly direction for a distance of 450 feet, more or less, to a T. P. & L. Co. angle pole, at survey station 141 plus 42 equals 0 plus 00; Thence in an easterly direction for a distance of 1 foot, more or less, to a point in the center line of a property line, running northwest and southeast, at survey station 141 plus 43, dividing the land of Arthur Mosel, and the Ingram School District No. 1. Said point being located 1050 feet, more or less, southeast of a north property line, running east and west, at survey station 5 plus 50, dividing the land of Arthur Mosel and Jas. W. Friour. Beginning again at a point in the center line of a property line, running east and west, at survey station 146 plus 77 dividing the land of Arthur Mosel and the Ingram School District No. 1. Said point being located 1 foot, more or less, east and 1 foot, more or less, south of the intersection of said property line, with the east R/W line of a road; Thence in a southerly direction along and parallel with the east R/W line of a road, for a distance of 723 feet, more or less, to a point in the center line of a property line, running east and west, at survey station 154 plus 00, dividing the land of Arthur Mosel and Geo. Colvin. Said point being located 1 foot, more or less, east of the intersection of said property line, with the east R/W line of a road. Beginning again at a T. P. & L. Co. distribution pole, at survey station 136 plus 90; Thence in a northeasterly direction across a public road, for a distance of 150 feet, more or less, to a T. P. & L. Co. stub and guy.

14 poles 1 stub 5 guys

Not more than _____ poles, _____ stubs, and _____ guys, shall be erected along the course of said line;

Together with the right of ingress and egress over my (our) adjacent land; to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to re-locate the line in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singularly the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand this 14th day of September 1966

Signed and delivered in the presence of: Arthur Mosel
Veronica Mosel

THE STATE OF TEXAS, }
COUNTY OF ~~KERR~~ BEXAR

BEFORE ME, A. W. McIVOR, a Notary Public in and for Bexar County, Texas, on this day personally appeared Arthur Mosel 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 14th day of September A. D. 1966

(SEAL) A. W. McIVOR
Notary Public, ~~Kerr~~ BEXAR County, Texas.

THE STATE OF TEXAS, }
COUNTY OF ~~KERR~~ BEXAR

BEFORE ME, A. W. McIVOR, a Notary Public in and for Bexar County, Texas, on this day personally appeared Veronica Mosel wife of Arthur Mosel known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her ~~husband~~ husband, and having the same fully explained to her, she, the said Veronica Mosel acknowledge such instrument to be her act and deed, and 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 14th day of September A. D. 1966

(SEAL) A. W. McIVOR
Notary Public, ~~Kerr~~ BEXAR County, Texas.

Filed for record 15 day of JANU A. D. 1967 at 4 o'clock PM.

Recorded the 14 day of JANU A. D. 1967 at 2:25 o'clock P. M.

61/47

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS,
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

KERRVILLE DISTRIBUTION
ER 35A, Pre. 114

That Arthur Mosel and
wife, Veronica Mosel of

Kerr County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Kerr County, Texas, to-wit:

Being a description of the Texas Power & Light Company's rural distribution line to serve L. L. Hardin and others as now surveyed and located across the property of Arthur Mosel in the Francisco Trevino Survey #129, Kerr County, Texas.

Beginning at a present Texas Power & Light Company's distribution pole, said pole being survey station 121 plus 90 equals 0 plus 00, said station being located one foot, more or less, west of the property line dividing the property of Arthur Mosel and Jasper Moore at Jasper Moore's north property corner; thence in a north westerly direction for a distance of 676 feet, more or less, to station 6 plus 76, said station being located in the center line of a property line dividing the property of L. L. Hardin and Arthur Mosel, 36 feet, more or less, south of L. L. Hardin's east property corner.

Not more than 1 poles, stubs, and guys, shall be erected along the course of said line;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to re-locate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves, my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 14 day of January 1938.

Scaled and delivered in the presence of:
Arthur Mosel
Veronica Mosel

THE STATE OF TEXAS,
COUNTY OF KERR

BEFORE ME, Jesse J. Maxwell, a Notary Public in and for Kerr

County, Texas, on this day personally appeared Arthur Mosel 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 14 day of January A. D. 1938.
(SEAL) Jesse J. Maxwell
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS,
COUNTY OF BEXAR

BEFORE ME, A. W. McIver, a Notary Public in and for Bexar

County, Texas, on this day personally appeared Veronica Mosel wife of Arthur Mosel, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Veronica Mosel, acknowledged such instrument to be her act and deed, and 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 20th day of January A. D. 1938.
(SEAL) A. W. McIver
Notary Public, Kerr County, Texas,
Bexar

Recorded the 24 day of February A. D. 1938 at 4:55 o'clock P. M.
Filed for record 16 day of February A. D. 1938 at 3:00 o'clock P. M.

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

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- 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.
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- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

805436

STATE OF TEXAS
 COUNTY OF KERR
 I, the undersigned, hereby certify that I am the owner of the property shown on the attached hereon and that I hereby agree that part of subdivision No. 333, Abstract No. 189, as shown on the attached hereon, and do hereby dedicate the same for public use forever, the street hereon shown.

Harry Downey
 HARRY DOWNEY

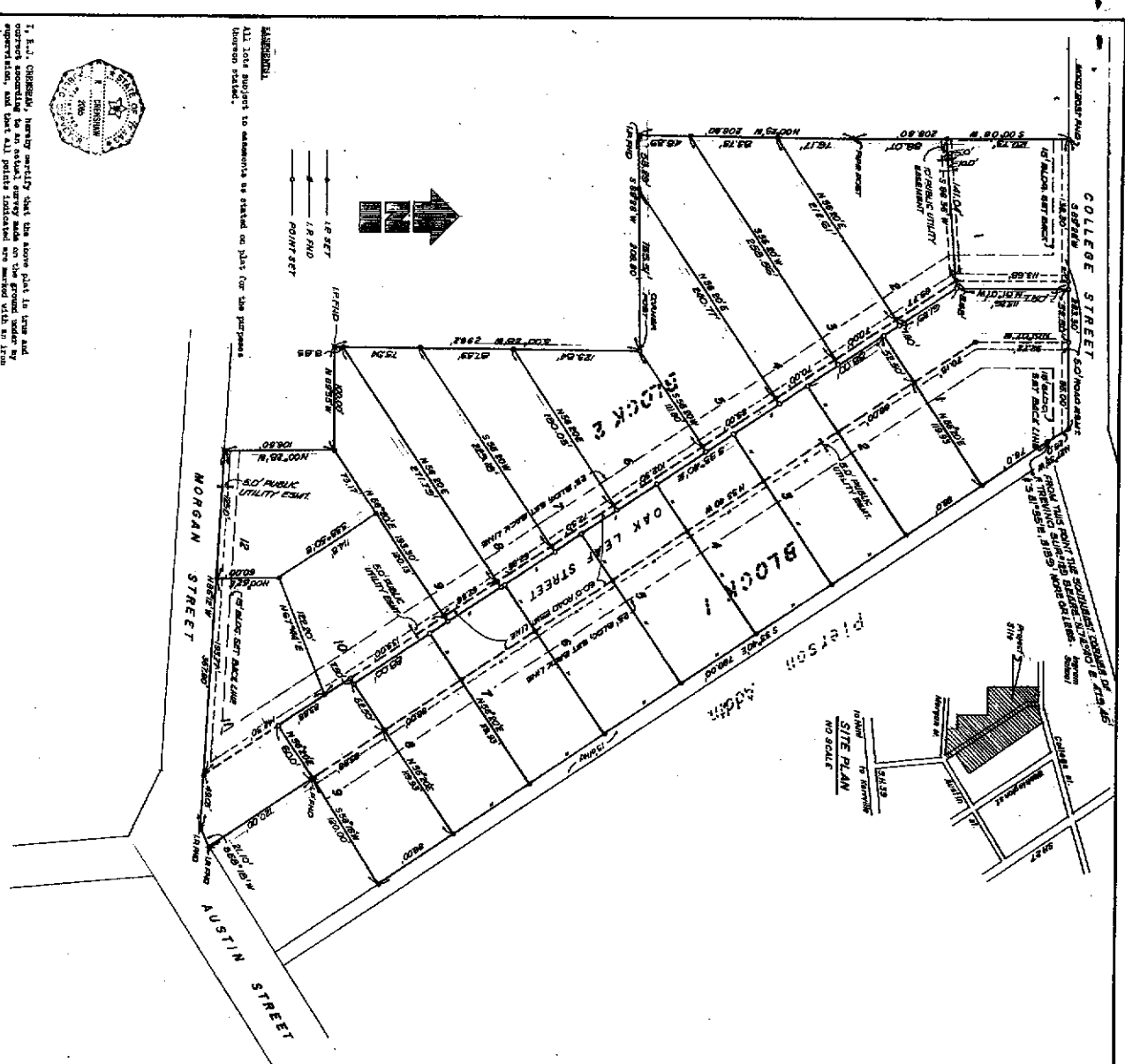
STATE OF TEXAS
 COUNTY OF KERR
 I, the undersigned, hereby certify, on this day personally appeared before me the undersigned, a Notary Public in and for the County of Kerr, Texas, and acknowledged to me that he executed the same for the purposes stated therein.

W. H. ...
 Notary Public in and for
 Kerr County, Texas



Approved by the Commissioners Court of Kerr County, Texas, on this
 2nd day of October, A.D., 1980, by order No. 1112
 of said Court and filed for record on the 3rd day of October,
 A.D., 1980, in Volume 4, Page 333 of the plat records of Kerr
 County, Texas.

Donnie W. ...
 DONNIE W. ...
 County Clerk of Kerr County, Texas



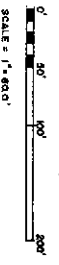
I, E.J. CHERRISH, hereby certify that the above plat is true and correct according to an actual survey made on the ground under my supervision, and that all points indicated are marked with iron pins.



E.J. Cherrish
 Registered Professional Surveyor 12046
 2100 N. ...
 519 / 251-2538

DOWNEY ADDITION

A SUBDIVISION OF 2.98 ACRES OF LAND OUT OF
 FRANCISCO TREVINO SURVEY NO. 189 ABSTRACT
 NO. 333, LOCATED IN MORGAN, KERR COUNTY, TEXAS.



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.

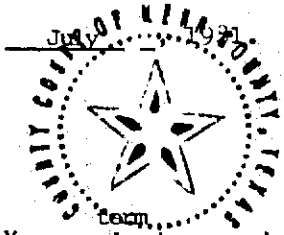
Executed this 31st day of July, 1981.

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



EMMIE M. MUENKER, County Clerk

By: Patty Burrow, Deputy

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

(Patty Burrow)

My ~~commission~~ expires:

12-31-82

#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 76025