

FILE # 559
VOL. 8, PAGE 85
70X ABST. 559

APPROVAL AND RECORDATION OF THIS PLAN IS SUBJECT TO THE APPROVAL AND RECORDATION OF THE PLAN BY THE KERR COUNTY ENGINEERING DEPARTMENT. THIS PLAN IS SUBJECT TO THE APPROVAL AND RECORDATION OF THE PLAN BY THE KERR COUNTY ENGINEERING DEPARTMENT. THIS PLAN IS SUBJECT TO THE APPROVAL AND RECORDATION OF THE PLAN BY THE KERR COUNTY ENGINEERING DEPARTMENT.

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VICINITY MAP

11.5 ACRES
 VOL. 48, PG. 28, D.P.R.C.

100 ACRES
 VOL. 250, PG. 102, D.P.R.C.

24 ACRES
 VOL. 287, PG. 115, D.P.R.C.

LOT 2
 6.88 ACRES

LOT 1
 5.09 ACRES

S. M. SKINNER
SURVEY NO. 8
ABSTRACT NO. 1309

G.C. & S.F. Ry. Co.
SURVEY NO. 1828
ABSTRACT NO. 1004

SCENIC HILLS ROAD

GUADALUPE SURVEY COMPANY
 217-A West Water
 Kerrville, Texas 78028
 Ph# (830)895-1808 Fax# (830)896-3534

STATE OF TEXAS
 COUNTY OF KERR

I, **John A. [Signature]**, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's office.

WITNESSED my hand and the seal of said County at Kerrville, Texas, this **5th** day of **April**, 2023.

John A. [Signature]
 County Clerk

GENERAL NOTES:

THIS PROPERTY IS LOCATED IN THE KERRVILLE PUBLIC UTILITY BOARD AND WINDSTREAM COMMUNICATIONS JURISDICTIONS, AND IN THE KERRVILLE INDEPENDENT SCHOOL DISTRICT.

THE SUBDIVISION SHOWS AND PLATTED HEREON IS LOCATED IN ZONE "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP No. 492E5C0170 E.

PRIOR TO CONSTRUCTION ON ANY LOT, THE OWNER OF SAID LOT SHALL CONTACT KERR COUNTY OSSF DESIGNATED REPRESENTATIVE. ALL LOTS IN THIS SUBDIVISION ARE REQUIRED TO COMPLY WITH ALL CURRENT AND FUTURE OSSF REGULATIONS ADOPTED BY KERR COUNTY. INDIVIDUAL OSSF SYSTEMS SELECTION MUST BE MADE IN CONJUNCTION WITH THE SITE EVALUATION WITH RESPECT TO THE INDIVIDUAL SITE PERMITTING PROCESS, IN ACCORDANCE WITH THE 30 TAC 285 OSSF RULES.

CURRENTLY THIS DEVELOPMENT DOES NOT HAVE A COMMUNITY WATER SYSTEM NOR A CENTRALIZED SEWER SYSTEM, THEREFORE BASED ON THE CURRENT SUBDIVISION REGULATIONS OF KERR COUNTY THE MAXIMUM NUMBER OF LOTS ALLOWED FOR THIS SUBDIVISION IS TWO LOTS.

STATE OF TEXAS)
COUNTY OF KERR)

The owners of land shown on this plat, and whose names are subscribed

I hereby certify that this proposed subdivision is subject to complying with the rules and requirements of the State of Texas and Kerr County On-Site Sewage Facilities. Individual OSSF system selection will be made in conjunction with the site evaluation with respect to the individual site permitting process, in accordance with the 30TAC, Chapter 285 OSSF Rules.


Patricia Hulatt
Kerr County O.S.S.F.
Designated Representative

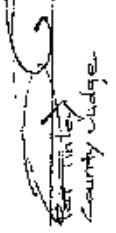
03/07/11 Date

5.5.2008

Approved by the Commissioners Court of Kerr County, Texas

on the 12th day of MAY, A.D.
by Order No. 30825 of said Court.
Filed for record on the 13th day of MAY, A.D., 2008

at 8:45 o'clock AM.
Record on the 13th day of MAY, A.D., 2008
at 8:44 o'clock AM in Volume 8 at Page 085
of the Plat Records of Kerr County, Texas.



40.0
VOL. 1532, PG.

APPROX. SURVEY LINE

SURVEY NO. 4
SURVEY NO. 1509

30855

FILE #
VOL.

TAX

GRANTED ONTO KERRVILLE PUBLIC UTILITY BOARD AND WINDSTREAM COMMUNICATIONS

It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten feet (10') of the rear, front and side lines of all lots and / or tracts and in the streets, alley, boulevards, lanes, and roads of this subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and / or cables over same portions of said lots and / or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and / or tracts of this subdivision.



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 570 Scenic Hills Rd
Kerrville, TX 78028

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)
This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring		<input checked="" type="checkbox"/>	
Carbon Monoxide Det.	<input checked="" type="checkbox"/>		
Ceiling Fans	<input checked="" type="checkbox"/>		
Cooktop	<input checked="" type="checkbox"/>		
Dishwasher	<input checked="" type="checkbox"/>		
Disposal	<input checked="" type="checkbox"/>		
Emergency Escape Ladder(s)	<input checked="" type="checkbox"/>		
Exhaust Fans	<input checked="" type="checkbox"/>		
Fences	<input checked="" type="checkbox"/>		
Fire Detection Equip.	<input checked="" type="checkbox"/>		
French Drain	<input checked="" type="checkbox"/>		
Gas Fixtures	<input checked="" type="checkbox"/>		
Natural Gas Lines		<input checked="" type="checkbox"/>	

Item	Y	N	U
Liquid Propane Gas:	<input checked="" type="checkbox"/>		
-LP Community (Captive)		<input checked="" type="checkbox"/>	
-LP on Property		<input checked="" type="checkbox"/>	
Hot Tub		<input checked="" type="checkbox"/>	
Intercom System		<input checked="" type="checkbox"/>	
Microwave	<input checked="" type="checkbox"/>		
Outdoor Grill	<input checked="" type="checkbox"/>		
Patio/Decking	<input checked="" type="checkbox"/>		
Plumbing System	<input checked="" type="checkbox"/>		
Pool	<input checked="" type="checkbox"/>		
Pool Equipment	<input checked="" type="checkbox"/>		
Pool Maint. Accessories	<input checked="" type="checkbox"/>		
Pool Heater		<input checked="" type="checkbox"/>	

Item	Y	N	U
Pump: <u>sump</u> grinder			
Rain Gutters	<input checked="" type="checkbox"/>		
Range/Stove	<input checked="" type="checkbox"/>		
Roof/Attic Vents	<input checked="" type="checkbox"/>		
Sauna		<input checked="" type="checkbox"/>	
Smoke Detector	<input checked="" type="checkbox"/>		
Smoke Detector - Hearing Impaired		<input checked="" type="checkbox"/>	
Spa		<input checked="" type="checkbox"/>	
Trash Compactor	<input checked="" type="checkbox"/>		
TV Antenna		<input checked="" type="checkbox"/>	
Washer/Dryer Hookup	<input checked="" type="checkbox"/>		
Window Screens	<input checked="" type="checkbox"/>		
Public Sewer System		<input checked="" type="checkbox"/>	

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers		<input checked="" type="checkbox"/>		number of units: _____
Wall/Window AC Units		<input checked="" type="checkbox"/>		number of units: _____
Attic Fan(s)		<input checked="" type="checkbox"/>		if yes, describe: _____
Central Heat	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat	<input checked="" type="checkbox"/>			if yes, describe: <u>FIREPLACES</u>
Oven	<input checked="" type="checkbox"/>			number of ovens: <u>2</u> electric <input checked="" type="checkbox"/> gas other: _____
Fireplace & Chimney	<input checked="" type="checkbox"/>			wood <input checked="" type="checkbox"/> gas logs <input checked="" type="checkbox"/> mock other: _____
Carport	<input checked="" type="checkbox"/>			attached <input checked="" type="checkbox"/> not attached
Garage	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage Door Openers	<input checked="" type="checkbox"/>			number of units: <u>4</u> number of remotes: <u>4</u>
Satellite Dish & Controls	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from: <u>DISH NETWORK</u>
Security System	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> owned leased from: _____
Solar Panels		<input checked="" type="checkbox"/>		owned leased from: _____
Water Heater	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input checked="" type="checkbox"/> gas other: _____ number of units: _____
Water Softener	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> owned leased from: _____
Other Leased Items(s)		<input checked="" type="checkbox"/>		if yes, describe: _____

(TXR-1406) 07-08-22 Initialed by: Buyer: _____, _____ and Seller: JA, _____ Page 1 of 6

Concerning the Property at _____

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	automatic	manual	areas covered: _____
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: ___ city well ___ MUD ___ co-op ___ unknown ___ other: _____

Was the Property built before 1978? ___ yes no ___ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: COMPOSITION Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ___ yes no ___ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ___ yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI <u>TREATED @ CONST.</u>		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Previous Roof Repairs		<input checked="" type="checkbox"/>	Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Previous Other Structural Repairs		<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>			

(TXR-1406) 07-08-22

Initialed by: Buyer: _____ and Seller: WJ

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ___ yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- N Present flood insurance coverage.
- N Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- N Previous flooding due to a natural flood event.
- N Previous water penetration into a structure on the Property due to a natural flood.
- N Located ___ wholly ___ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- N Located ___ wholly ___ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- N Located ___ wholly ___ partly in a floodway.
- N Located ___ wholly ___ partly in a flood pool.
- N Located ___ wholly ___ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

***If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Concerning the Property at _____

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* yes no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary): _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

 N Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

 N Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: mandatory voluntary
Any unpaid fees or assessment for the Property? yes (\$ _____) no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

 N Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? yes no If yes, describe: _____

 N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

 N Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

 N Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

 N Any condition on the Property which materially affects the health or safety of an individual.

 N Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

 N Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

 N The Property is located in a propane gas system service area owned by a propane distribution system retailer.

 N Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

Concerning the Property at _____

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Wildlife Management
- Other: _____
- Senior Citizen
- Agricultural
- Disabled
- Disabled Veteran
- Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no

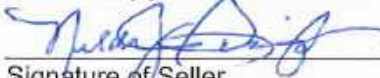
Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.


 Signature of Seller _____ Date _____ Signature of Seller _____ Date _____
 Printed Name: NELDA J. SCHARNINGHAUSEN Printed Name: _____

Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://www.dps.texas.gov/>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>K-PUB</u>	phone #: <u>830-257-3050</u>
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: <u>WASTE CONNECTIONS</u>	phone #: <u>210-658-0487</u>
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: <u>CHAPARREL PROPANE</u>	phone #: <u>888-826-8830</u>
Internet: <u>BEE CREEK</u>	phone #: <u>830-997-1258</u>

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	

(TXR-1406) 07-08-22 Initialed by: Buyer: _____ and Seller: NS _____ Page 6 of 6



INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2004

570 Scenic Hills Rd
Kerrville, TX 78028

CONCERNING THE PROPERTY AT

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: Septic Tank Aerobic Treatment Unknown
- (2) Type of Distribution System: SURFACE APPLICATION Unknown
- (3) Approximate Location of Drain Field or Distribution System: NORTH SIDE OF PROPERTY Unknown
- (4) Installer: JOHN TAYLOR JAT Unknown
- (5) Approximate Age: 5 YRS Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? Yes No
If yes, name of maintenance contractor: ENVIRONMENTAL SYSTEMS MAINTENANCE
Phone: 830-792-3950 contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.
- (2) Approximate date any tanks were last pumped? NOT NECESSARY
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? Yes No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? Yes No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
 planning materials permit for original installation final inspection when OSSF was installed
 maintenance contract manufacturer information warranty information _____
PERMIT # 016-159
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

Information about On-Site Sewer Facility concerning _____

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.



Signature of Seller

7/19/2023

Date

Signature of Seller

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date



KERR COUNTY
Environmental Health Department
Courthouse, 700 Main, Suite BA-100
Kerrville, Texas 78028
(830) 896-9020

PERMIT TO OPERATE

PERMIT: **O16-159** **4/3/2017**
PERMITTEE: **Scharringhausen, Mark J. & Helda**
212 Rainbow Drive # 11281
Livingston TX 77399

PROPERTY: **R530916, 601 Scenic Hills Drive, Kerrville, TX 78028**
Scenic Hills Summit East, Lot 1, Acres 5.09

Other: RV & Garage currently hooked into septic system; RV to be disconnected once house is built.

TYPE OF FACILITY: **Aerobic-Solar Air SAII N- Aerobic Treatment Surface Application Disposal**
500

TRANSACTION: **New**

SPECIAL CONDITIONS: Water Conservation Recommended. System designed for a 3-bedroom, Residential-House with less than or equal to 3,500 sq. ft. of living area and convenience restroom in detached garage. Daily Flow = 310 GPD.

On 3/23/2017, Designated Representative, Patricia S. Hulett OS18771, made the final physical inspection of this facility. Based upon the information provided by the applicant, the records of the Environmental Health Department, and the applicable Rules and Standards, the Permitting Authority finds that the facility is in substantial compliance with the State minimum requirements.

Any permit or other authorization issued under these Rules shall automatically terminate if not properly amended if:

- (1) there is a subdivision of the property served by the on-site sewage facility;
- (2) the property is used for a purpose other than that described in the original application;
- (3) the loading of the on-site facility is increased beyond that stated in the application;
- (4) the facility fails; or
- (5) for secondary treatment, such as aerobic units, which may require a maintenance contract per effects of House Bill 2482 passed by legislation September 1, 2007.

It will be the responsibility of the Permittee to maintain and operate the facility in a satisfactory manner. The proper performance of an on-site facility cannot be guaranteed, even though all provisions of State Standards, and County Rules and Standards have been met. Inspection and permitting of an on-site sewage facility by the Permitting Authority shall indicate that the facility meets minimum requirements and does not relieve the Owner of the property from complying with the County, State, and Federal Regulations. On-site sewage facilities, although approved and meeting minimum standards, must be up-graded or connected to a sewer line by the Permittee at the Permittee's expense, if the Permittee operation of the facility results in objectionable odors, if unsanitary conditions are created, if pollution or nuisance conditions are threatened or occur, or if the facility when used does not comply with government regulations.

THIS PERMIT IS NOT A GUARANTEE OR WARRANTY THAT THE FACILITY WILL, IN FACT, OPERATE OR FUNCTION PROPERLY FOR ANY PARTICULAR LENGTH OF TIME. LATENT DEFECTS MAY EXIST WHICH WOULD RENDER THE SYSTEM IN VIOLATION OF THE RULES AND/OR STANDARDS. FOR A MORE DETAILED EVALUATION, YOU ARE ENCOURAGED TO CONTACT AN EXPERIENCED REGISTERED PROFESSIONAL ENGINEER, REGISTERED PROFESSIONAL SANITARIAN, OR OTHER PERSON CERTIFIED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

Patricia S. Hulett, Designated Representative, OS18771
Kerr County Environmental Health Department

SCALE 20 FT/INCH

016-159

COPY N

RECEIVED

NOV 22 2016

KOEHD & AS

WELL

100' R

20 FT SETBACK

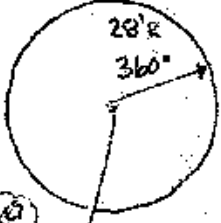
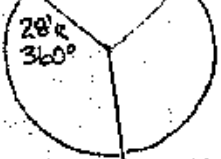
SCHARRINGHAUSEN, MARK
SCENIC HILLS SUMMIT EAST, LOT 1
5.09 ACRES
R#530916

KERR COUNTY
ENVIRONMENTAL HEALTH
4.3.2017
PERMIT TO OPERATE
Approved by: *[Signature]*

DR 0518771
Installed close to
plan design

DETACHED
GAR by
GAR by
BATH ROOM
10 GPD

3" OR 4" SCH 40



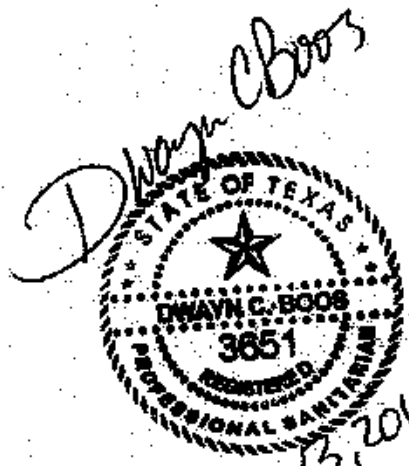
1" SCH 40 PURPLE PIPE

SATI N-500, ALARM, COMPRESSOR
LIG CHLORINATOR
(DURING 300 V200)
NOT CONNECT
NO HOUSE

PROPOSED 3 BR
< 3500 SQ FT
300 GPD
APPROX LOCATION

H/D LINE

WELL



Nov 13, 2016

KERR COUNTY
ENVIRONMENTAL HEALTH
NOV 28 2016
See condition on ATE
AUTHORIZATION TO CONSTRUCT
Approved by: *[Signature]*
DR 0518771

Environmental Systems Maintenance

714 Mountain Dr. Kerrville, Texas 78028

830-792-3950

COPY

2-Year Initial Maintenance Agreement

Start Date 3-1-17

End Date 3-1-19

Our Company ENVIRONMENTAL SYSTEMS MAINTENANCE will inspect and service your Aerobic Wastewater Treatment Plant every 4 months for a period of 2 years. This Agreement will provide for all required inspections and service of your Aerobic Treatment System. The service will include the following:

1. 3 inspections a year (1 inspection every 4 months), for a total of 6 inspections over the two-year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation, and replacing or repairing any component not found to be functioning correctly.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odor. A test for chlorine residual will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified of the condition and estimated time of correction.
4. The Homeowner is responsible for maintaining a chlorine supply in the treatment system.
5. This agreement does not cover service calls. Service calls will be responded to within 48 hours from time of notification. For service call 830-792-3950 and leave message if no answer

Upon conclusion of this warranty service policy, Environmental Systems Maintenance will make available, for purchase on an annual basis, a continuing service policy to cover labor for normal maintenance and repair.

Pumping of sludge build-up or required lab test are not covered in this policy.

Homeowner Information

Mark J. Scharringhausen
Name

212 Rainbow Dr #11281
Mailing Address

Livingston Tx 77399
City

601 Scenic Hills
Physical Address of Property

Kerrville Tex. 78028
City

830-377-7750
Phone

Mark J. Scharringhausen
Owner Signature

Service Provider

Bennie Harvill
Bennie Harvill

0110-159
Permit Number

RECEIVED

NOV 22 2016

KCEHD & AS

RECEIVED

NOV 22 2016

THE COUNTY OF KERR
ROEHLDS TEXAS

AFFIDAVIT TO THE PUBLIC

16-07652

COPY

Before me, the undersigned authority, on this day personally appeared Mark J Scharrinkhausen who, after being by me duly sworn, upon oath states that he/she is the owner of record of that certain tract or parcel of land lying and being situated in Kerr County, Texas, and being more particularly described as follows: SCENIC HILLS SUMMIT EAST, LOT 1 5.09 AC

The undersigned further states that a ~~surface~~ surface sub-surface application on-site wastewater treatment system will be or has been installed in accordance with the permitting provisions of the Rules and Regulations of Kerr County for On-Site Sewage Facilities.

Reference: Permit to Operate number: 016-159

The undersigned has entered into an initial two-year maintenance agreement, as required by the Texas Commission on Environmental Quality, Title 30, Texas Administrative Code, §285.7. (c), with an approved maintenance company for service and repairs to the surface/sub-surface application system. Furthermore, that after this two (2) year period, the owner of an aerobic treatment unit system for a single family residential dwelling may either obtain a maintenance contract within 30 days or maintain the system personally as per Title 30, Texas Administrative Code, §285. 3(b)(3)(E).

Further, the undersigned understands that he/she, upon any sale or transfer of the above-described property, may request a voluntary transfer of the permit to operate for such surface/sub-surface application system to the buyer or transferee. Any future buyer(s) or transferee(s) are hereby notified that a maintenance contract with an approved maintenance company may be required for the use of the system. For more information concerning the rules or regulations on surface/sub-surface application on-site wastewater treatment systems, please contact the Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087.

WITNESS MY/OUR HAND(S) on this 5th day of October 2016

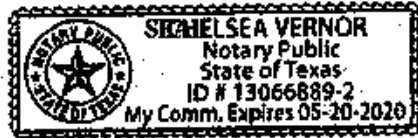
MARK J. SCHARINKHAUSEN
Printed Name of Applicant

[Signature]
Signature of Applicant

SWORN TO AND
SUBSCRIBED BEFORE ME on this 5 th day of October 2016

By [Signature]
Signature of Notary Public

Please return to:
Kerr County Environmental Health Dept.
Courthouse, 700 Main, Suite BA-186
Kerrville, Texas 78028





FILED AND RECORDED
At 9:45 o'clock A M
STATE OF TEXAS
COUNTY OF KERR

November 29, 2016

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County, Texas.

Rebecca Bolin, County Clerk

James R. Smith Deputy

000812

VOL. 1656 PAGE 0732

**SCENIC HILLS SUMMIT
RESTRICTIVE COVENANTS**

STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR)(

Be it known that for the purpose of instituting restrictive covenants on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "tracts" or "lots") out of the herein described "subject property," does hereby adopt and impose on behalf of himself, his legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. All these restrictive covenants and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

The subject property is described as:

That certain property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

*Recorder's Note:
Exhibit "A" not
attached*

The restrictions are as follows:

1. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered a commercial use for the purposes of these restrictions except that no commercial feed lots or similar commercial enterprises shall be allowed.
2. Each house shall contain not less than 1600 square feet of heated living area, exclusive of open porches, breeze ways, carports, and garages. All houses shall be built on site.
3. Only one house is allowed per tract. In addition, one guest house constructed after the primary residence is finished shall also be allowed per tract. Houses and surrounding premises shall be kept in good repair and in a clean and orderly condition.
4. All houses, buildings, dwellings, garages, barns and other buildings constructed on any part of any tract must be set back from the property boundary lines in accordance with the set back lines as shown on the recorded plat (50' along the highway ROW and 25 along the side property lines).
5. All houses, buildings, garages, barns and other buildings must be approved before construction by the Architectural Control Committee. If no committee is in place at the time that plan approval is needed, approval may be granted by Samuel L. Spears II or a vote by a majority of tract owners in the Subdivision.

VOL. 1656 PAGE 0733

6. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the tract, or (2) the commencement of foundation work for the structure, or (3) the commencement of on-site work on the structure itself.
7. No hogs or pigs will be allowed on any tract.
8. No part of any tract shall be used or maintained as a dumping ground or storage area for rubbish, debris or junk.
9. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on any tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.
10. Materials or equipment of any kind stored on any tract shall be arranged in an orderly manner behind the building set back lines shown on the recorded plat and no closer than 25 feet from any property line that joins another tract out of the subject property unless permission is obtained from the affected adjoining land owner (this shall not apply to hay bales in their natural state stored on the subject property).
11. No mobile homes or manufactured homes shall be allowed to be placed on any tract.
12. No activity of any type shall be allowed that would create an unreasonable visual, odor, or noise nuisance to the users of the surrounding subject property. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height.
13. The number of animals of any type kept on the property shall be controlled so as not to create a substantial visual, noise, or odor nuisance to the users of the surrounding subject property and so as not to endanger the condition of a substantial portion of the property by overgrazing.
14. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the tract. A maximum of two outside dogs per tract shall be allowed to be kept on each tract.
15. Sanitary control easements shall be maintained by each tract owner around any water wells in compliance with TCEQ Standards. Water wells shall be placed a minimum of 75' from any property line, or in accordance with TCEQ requirements or Kerr County requirements, whichever is more stringent (see recorded plat for septic line set backs).
16. No tract will be resubdivided without the joinder of a majority of tract owners as provided for herein for altering these Restrictive Covenants (county approval will be required on any resubdivided tract.)
17. Extreme caution should be used when discharging any firearm. The person discharging the firearm shall be solely responsible for the safe operation of said firearms. No projectile from any firearm shall be allowed to cross any property line.

VOL. 1656 PAGE 0734

18. Shared driveway easements are allowed for the purpose of transitioning from the highway right of way to individual tracts. No gates or other encumbrances shall be placed across the shared driveway easements shown on the recorded plat unless agreed to by the owners of the two tracts sharing the driveway easement.

19. These restrictions are to run with the land until December 31, 2025, and extend automatically for additional periods of five (5) years each unless a majority of tract owners as provided for herein for altering these Restrictive Covenants, through a duly recorded written instrument or instruments, amend or cancel the same.

Samuel L. Spears II, hereby retains the right to execute amendments to, including granting variances from, all restrictive covenants and use limitations imposed by this instrument on the subject property, provided it, in the exercise of its reasonable judgement and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the property. Any variance or amendment must be evidenced in writing and must be signed by Samuel L. Spears II. Other tracts may be added to this instrument as "subject property" by the recording of an instrument adding said tracts, said instrument shall be executed by Samuel L. Spears II. Any such tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

The above restrictions constitute covenants running with the land and inure to the benefit of the undersigned and its successors and assigns as well as each and every purchaser of a tract out of the subject property, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these restrictions in equity or in law. If one or more of such restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain if full force and effect.

Any one or all of the herein recited restrictions, use limitations, and other covenants may be altered, amended or canceled by a vote of at least an seventy five percent (75%) majority of the owners of the then existing tracts out of the subject property mentioned herein (one vote per tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the Kerr County Clerk in order to be of any force and effect.

Executed this 31 day of January, 2008, to be effective the 31 day of January, 2008.



SAMUEL L. SPEARS II

VOL. 1656 PAGE 0735

THE STATE OF TEXAS)

COUNTY OF KERR)

The instrument was acknowledged before me on this the 31st day of January 2008, by Samuel L. Spears II.

[Handwritten Signature]
Notary Public - State of Texas



Filed by + Return To:
Sam Spears
2000 Junction Hwy
Kerrville, Texas 78028

FILED FOR RECORD
at 2:55 o'clock P.M.
FEB 01 2008
JANNETT PIEPER
Clerk County Court, Kerr County, Texas
[Signature] Deputy

Persons herein which recite the pub. rec. or use of the described property because of copy or note is invalid and unenforceable under Federal Law THE STATE OF TEXAS) COUNTY OF KERR) I hereby certify that this instrument was FILED in the File Number, Sequence on the date and at the time specified herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

FEB 04 2008



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Refile 001116

VOL. 1658 PAGE 0540

000812

VOL. 1656 PAGE 0732

**SCENIC HILLS SUMMIT
RESTRICTIVE COVENANTS**

STATE OF TEXAS)
COUNTY OF KERR)

KNOW ALL MEN BY THESE PRESENTS:

Be it known that for the purpose of instituting restrictive covenants on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "tracts" or "lots") out of the herein described "subject property," does hereby adopt and impose on behalf of himself, his legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. All these restrictive covenants and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

The subject property is described as:

That certain property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

The restrictions are as follows:

1. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered a commercial use for the purposes of these restrictions except that no commercial feed lots or similar commercial enterprises shall be allowed.
2. Each house shall contain not less than 1600 square feet of heated living area, exclusive of open porches, breeze ways, carports, and garages. All houses shall be built on site.
3. Only one house is allowed per tract. In addition, one guest house constructed after the primary residence is finished shall also be allowed per tract. Houses and surrounding premises shall be kept in good repair and in a clean and orderly condition.
4. All houses, buildings, dwellings, garages, barns and other buildings constructed on any part of any tract must be set back from the property boundary lines in accordance with the set back lines as shown on the recorded plat (50' along the highway ROW and 25' along the side property lines).
5. All houses, buildings, garages, barns and other buildings must be approved before construction by the Architectural Control Committee. If no committee is in place at the time that plan approval is needed, approval may be granted by Samuel L. Spears II or a vote by a majority of tract owners in the Subdivision.

1
4

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VOL. 1658 PAGE 0541

6. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the tract, or (2) the commencement of foundation work for the structure, or (3) the commencement of on-site work on the structure itself.

7. No hogs or pigs will be allowed on any tract.

8. No part of any tract shall be used or maintained as a dumping ground or storage area for rubbish, debris or junk.

9. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on any tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.

10. Materials or equipment of any kind stored on any tract shall be arranged in an orderly manner behind the building set back lines shown on the recorded plat and no closer than 25 feet from any property line that joins another tract out of the subject property unless permission is obtained from the affected adjoining land owner (this shall not apply to hay bales in their natural state stored on the subject property).

11. No mobile homes or manufactured homes shall be allowed to be placed on any tract.

12. No activity of any type shall be allowed that would create an unreasonable visual, odor, or noise nuisance to the users of the surrounding subject property. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height.

13. The number of animals of any type kept on the property shall be controlled so as not to create a substantial visual, noise, or odor nuisance to the users of the surrounding subject property and so as not to endanger the condition of a substantial portion of the property by overgrazing.

14. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the tract. A maximum of two outside dogs per tract shall be allowed to be kept on each tract.

15. Sanitary control easements shall be maintained by each tract owner around any water wells in compliance with TCEQ Standards. Water wells shall be placed a minimum of 75' from any property line, or in accordance with TCEQ requirements or Kerr County requirements, whichever is more stringent (see recorded plat for septic line set backs).

16. No tract will be resubdivided without the joinder of a majority of tract owners as provided for herein for altering these Restrictive Covenants (county approval will be required on any resubdivided tract.)

17. Extreme caution should be used when discharging any firearm. The person discharging the firearm shall be solely responsible for the safe operation of said firearms. No projectile from any firearm shall be allowed to cross any property line.

VOL. 1658 PAGE 0734

VOL. 1658 PAGE 0542

18. Shared driveway easements are allowed for the purpose of transitioning from the highway right of way to individual tracts. No gates or other encumbrances shall be placed across the shared driveway easements shown on the recorded plat unless agreed to by the owners of the two tracts sharing the driveway easement.

19. These restrictions are to run with the land until December 31, 2025, and extend automatically for additional periods of five (5) years each unless a majority of tract owners as provided for herein for altering these Restrictive Covenants, through a duly recorded written instrument or instruments, amend or cancel the same.

Samuel L. Spears II, hereby retains the right to execute amendments to, including granting variances from, all restrictive covenants and use limitations imposed by this instrument on the subject property, provided it, in the exercise of its reasonable judgement and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the property. Any variance or amendment must be evidenced in writing and must be signed by Samuel L. Spears II. Other tracts may be added to this instrument as "subject property" by the recording of an instrument adding said tracts, said instrument shall be executed by Samuel L. Spears II. Any such tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

The above restrictions constitute covenants running with the land and inure to the benefit of the undersigned and its successors and assigns as well as each and every purchaser of a tract out of the subject property, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these restrictions in equity or in law. If one or more of such restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

Any one or all of the herein recited restrictions, use limitations, and other covenants may be altered, amended or canceled by a vote of at least an seventy five percent (75%) majority of the owners of the then existing tracts out of the subject property mentioned herein (one vote per tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the Kerr County Clerk in order to be of any force and effect.

Executed this 31 day of January, 2008, to be effective the 31 day of January, 2008.



SAMUEL L. SPEARS II

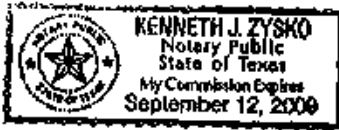
VOL. 1658 PAGE 0735

THE STATE OF TEXAS)

COUNTY OF KERR)

The instrument was acknowledged before me on this the 31st day of January, 2008, by Samuel L. Spears II.

Samuel L. Spears II
Notary Public - State of Texas



VOL. 1658 PAGE 0543

*Filed by + Return To:
Sam Spears
2000 Junction Hwy
Kerrville, Texas 78028*

FILED FOR RECORD
at 2:55 o'clock P.M.
FEB 01 2008

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Samuel L. Spears Deputy

INDEXED
 COMPARED

Re-FILED FOR RECORD
at 10:15 o'clock P.M.
FEB 13 2008

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Samuel L. Spears Deputy

Provision herein which restricts the sale, lease or use of the described property because of color or race is void and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time specified herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

FEB 04 2008



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Re-Recorded on:
Provision herein which restricts the sale, lease or use of the described property because of color or race is void and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time specified herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

FEB 14 2008



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

7

VOL. 1628 PAGE 0201

EXHIBIT "A"

VOL. 1658 PAGE 0544

PROPERTY:

TRACT ONE:

Being the Southwestern portion of 40.0 acres, more or less, out of that certain tract or parcel of land known as Tract No. 44, (containing a calculated 89.6 acres, more or less), out of the O.C.65.7, Survey No. 1330 and the S.S.6F, Survey No. 4, in Kerr County, Texas; and being a part of that certain tract of land conveyed to Jack A. Hall by Robert A. Dunke, et ux, by Deed of Record in Vol. 122, Page 624, of the Kerr County Deed Records; and said 40.0 acre tract being more particularly described as follows:

BEGINNING at a fence corner, same being the re-entrant corner in the Westerly line of the Hall tract, and also being the Northeast corner of Tract No. 42 sold to Robert F. Beach under Contract dated December 31, 1946;
 THENCE South 7° 37' West, along and with the East line of said Beach Tract, a distance of 1,135.2 feet to a point for corner in the Northerly line of a 60 foot road;
 THENCE Easterly, along and with the Northerly line of said road; 111.0 feet to a point for corner; said point being also the most Westerly corner of a tract of 78.1 acres, more or less, being sold to Richard K. Boudar;
 THENCE North 44° 17' East, along and with the Northwest line of said 78.1 acre tract, 1,642.9 feet, more or less, to a point for corner in a Southerly line of a tract of 31.5 acres, more or less, being sold to Charles S. Williams, Jr.;
 THENCE North 38° 33' West, along and with the Southerly line of said 31.5 acre tract, 174.4 feet to a point for corner;
 THENCE North 82° 51' West, along and with the Southerly line of said 31.5 acre tract, 1,359.1 feet, more or less, to a point for corner in the Northwest line of said tract No. 44, being in a fence line; and being also the most Westerly corner of said 31.5 acre tract;
 THENCE South 44° 09' West, along and with said fence line, 343.0 feet to the place of BEGINNING.

RECORDER'S NOTE
 AT TIME OF RECORDATION INSTRUMENT FOUND
 TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
 REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
 PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
 PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

VOL. 1658 PAGE 0545
VOL. 1628 PAGE 0202

TRACT TWO:

Fourteen (14) acres, more or less, out of that certain 28.1 acre tract conveyed to Richard S. Sunder by deed recorded in Vol. 142, Page 248, of the Deed Records of, Kerr County, Texas, and being designated herein for convenience as Tract 44C-1, Jack Hall Ranch, more particularly described as follows:

Locate the point of beginning by commencing at a point in the Northerly line of a 60 foot road; said point being the most Southerly corner of Original Tract No. 44; and being also the most Westekly corner of Tract No. 45, sold to John Ruckman under Contract dated March 15, 1967;

THENCE North 64°22' East, along and with the Northerly line of said Ruckman Tract, 1,283.9 feet to a point in the Westerly line of a 60 foot road; said point being also the Northwest corner of said Ruckman Tract;

THENCE Northerly, along and with the Westerly line of said 60 foot road as follows:

Northerly, along the arc of a curve to the left, having a radius of 718.05 feet, a distance of 115.07 feet to the point of tangency;

North 2°36' West, 113.4 feet to a point for corner; said point being also the most Southerly corner of a tract of 31.5 acres, more or less, sold to Charles S. Williams, Jr.;

THENCE Northwesterly, along and with a Southerly line of said 31.5 acre tract as follows,

North 47°51' West, 400.6 feet to the Point of Beginning;

THENCE N. 47°51' West, 168.00 feet;

North 38°33' West, 344.4 feet to the point for corner; said point being also the most Easterly corner of a tract of 40.0 acres, more or less, sold to Major B. Abernathy;

THENCE South 44°17' West, along and with the Southeast line of said 40.0 acre tract, 1,642.9 feet, more or less, to a point for corner in the Northerly line of first-called said 60 foot road; said point being also the Southeast corner of said 40.0 acre tract;

THENCE Easterly, along and with the Northerly line of said 60 foot road as follows:

South 60°28' East, 1.6 feet to a point of curve;

Easterly, along the arc of said curve to the left, having a radius of 420.65 feet, a distance of 55.88 feet to point of tangency;

South 60°05' East, 238.6 feet to point of curve;

Southeasterly, along the arc of said curve to the right, having a radius of 167.37 feet, a distance of 116.85 feet to point of tangency; and point for corner.

THENCE Northeasterly to the PLACE OF BEGINNING.

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILEGIBILITY, CARBON OR PHOTO COPY ETC.

VOL. 1658 PAGE 0546
VOL. 1628 PAGE 0203

TRACT THREE:

10.0 acres of land, more or less, out of the G.C.45,F, Survey No. 1330, in Kerr County, Texas, and being a part of that certain tract of land conveyed to Jack J. Hall by Robert A. Dunke, et ux, by deed of record in Vol. 122, page 624, of the Kerr County Deed records, more fully described by metes and bounds as follows:

BEGINNING at a fence corner, being the re-entrant corner in the Westerly line of said Hall Tract; THENCE South 44 deg. 30' West, along and with the Westerly or Northwesterly line of said Hall Tract, a distance of 1194.7 feet to a point for corner; THENCE South 41 deg. 18' East, a distance of 254.0 feet to a point for corner in the Northwesterly line of a 60 foot road; THENCE Northwesterly and Easterly, along and with the right-of-way line of said 60 foot road as follows: North 11 deg. 08' East, a distance of 164.2 feet; along the arc of a curve to the right having a radius of 97.7 feet, a distance of 124.35 feet to a point of tangency; South 55 deg. 14' East, a distance of 131.2 feet to a point of curva; along the arc of a curve to the left having a radius of 241.76 feet to a point of tangency; and South 80 deg. 28' East, a distance of 5.4 feet to a point for corner; THENCE North 7 deg. 37' East, a distance of 1135.2 feet to the PLACE OF BEGINNING.

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

RESTRICTIONS

The subscribing parties hereto, all being owners of various lots, tracts and parcels of land situated and lying in the subdivision of Kerr County, Texas, commonly known as "Scenic Hills" addition and as shown in Annex "A" attached hereto and incorporated by reference for all purposes, foresee that further subdividing may occur with possible misuse of an essentially residential area by promoters of whatsoever kind, and each desiring to preserve the character and natural beauty of the land and area, and to make certain any plans for future development of their various tracts are to a reasonable standard in use and improvement, and each acting for the benefit of himself and for each other, do hereby adopt and establish the following restrictions, reservations and covenants to apply uniformly on the use, and occupancy of all our said lots, tracts or parcels of land belonging to us on the date hereof and located in said Scenic Hills subdivision, and each contract or deed which may be hereafter executed with regard to any such lots, tracts or parcels of land, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions and covenants, regardless of whether or not said reservations, restrictions and covenants are set out in full in said contract or deed.

FIRST: The restrictions and covenants herein defined are, each and all, covenants to run with the land and shall be binding on all owners, their heirs, successors and assigns and, otherwise, all persons claiming under them until July 1, 1993, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the owners of such tracts here included it is agreed to change them in whole or in part.

SECOND: The real estate here included shall be used for residential purposes only, and shall not be used for business purposes of any character, nor have any commercial or manufacturing purpose or use whatsoever. Included in the ban against business and commercial use, shall be specifically included, but not by way of limitation, the operation of any motor court, trailer parks, mobile home parks, hotels, motels, rooming houses, taverns, inns, or other businesses where fees or rentals are charged non-owners thereof for the use and occupancy of the premises or where food and/or drink is sold to the public, provided and except, however, an owner may rent out, or lease for a term, an entire single family dwelling that may be located on any one tract of land herein included.

THIRD: No more than and only one single family residential dwelling shall be constructed on any one lot, parcel or tract herein, and shall not contain less than 800 square feet of living area excluding garages and porches; provided and except however, such restriction shall pertain only to structures constructed after the date of this agreement.

FOURTH: No swine will be allowed on any tract herein.

FIFTH: No poultry will be kept or raised for commercial purposes but, otherwise, reasonable flocks of poultry may be kept and raised within confining or fenced enclosures, for the owner's consumption only.

SIXTH: No premises or any part thereof will be used for illegal purposes.

SEVENTH: No commercial signs will be permitted on any tract here included other than a single sign, not more than five (5) feet square, when advertising the property for sale.

EIGHTH: No lot, parcel, or tract shall be used or maintained as a dumping ground, nor shall the owners or occupiers thereof cause to accumulate, or permit accumulation of garbage, rubbish or trash on any such lot, parcel or tract other than the normal household accumulation which shall be kept, while located there, in sanitary containers and for only short periods of time until removed to other areas elsewhere, provided for the disposal thereof.

NINTH: That any sewage disposal system constructed on these lots, tracts or parcels shall be built in compliance with State Health Department Specifications, and so as not to create any pollution to the waters and rivers of Kerr County, Texas, or to be offensive to the area residents by sight or smell.

TENTH: No tract herein included shall be used as a storage area for trucks, cars, machinery or used otherwise as a warehouse or as an adjacent storage area for a business, even though such business is conducted elsewhere.

ELEVENTH: No tract or parcel of land may be subdivided into lots smaller than one (1) acre in size and only one principal house, as described in paragraph Third above, shall

RECORDERS NOTE:

No attachment of Annex "A" was attached hereto.

be placed on any one tract regardless of size although smaller utility buildings may be constructed therewith although not for lease or rental or living purposes. An owner may reside in a mobile home on his own property while building his permanent dwelling, but for a term not to exceed two (2) years.

If the owner herein, or any of their 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 now or hereafter successors to the owners hereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

In the event any one or more of these covenants, agreements, reservations or restrictions, shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity or the other covenants, agreements, easements or restrictions set out herein, which shall remain in full force and effect.

Witness our hands this 15th day of October, A. D. 1973.

<u>Barney Williams</u>	<u>Joseph E. Clark</u>
<u>Charles Smith</u>	<u>Mrs J. E. Clark</u>
<u>Clinton Reynolds</u>	<u>Maxwell G. Reynolds</u>
<u>R. L. B. Smith</u>	
<u>M. B. Chynattly</u>	
<u>Charles Williams</u>	
<u>Doris Ann Brown</u>	
<u>Opal Harris</u>	
<u>Walter W. Kullenberg</u>	
<u>C. B. Taylor</u>	
<u>Mrs L. M. Salmons</u>	
<u>Lee M. Gallenoria</u>	
<u>Philip D. Kerr</u>	
<u>Herbie Cahler</u>	
<u>Harry L. Kasser</u>	

THE STATE OF TEXAS |
COUNTY OF Tarrant |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Barney Williams, 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 ON THIS THE 15th day of October, A. D. 1973.

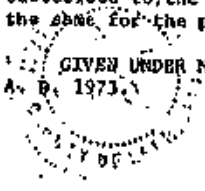


Conrad P. Smith
Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS
COUNTY OF San

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Barney R. Williams, 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 ON THIS THE 11th day of October, A. D. 1973.

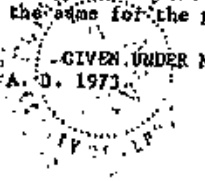


Evelyn R. Smith
Notary Public in and for San County, Texas

THE STATE OF TEXAS
COUNTY OF San

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Chilton Kennedy, 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 ON THIS THE 15th day of October, A. D. 1973.

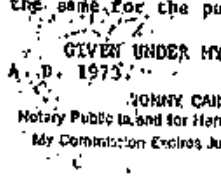


Evelyn R. Smith
Notary Public in and for San County, Texas

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Robert F. Beach, 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 ON THIS THE 26th day of October, A. D. 1973.

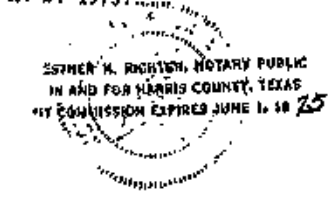


Johnny Cain
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared M. B. ARBMAN, 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 ON THIS THE 26th day of October, A. D. 1973.



Esther M. Ricketts
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Charles S. Williams Jr., known to me to be the person whose name 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 ON THIS THE 30th day of October, A. D. 1973.

ESTHER M. RICHTER, NOTARY PUBLIC
IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1975

Esther M. Richter
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Doris and Brown, known to me to be the person whose name 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 ON THIS THE 31st day of October, A. D. 1973.

ESTHER M. RICHTER, NOTARY PUBLIC
IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1975

Esther M. Richter
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Robert, known to me to be the person whose name 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 ON THIS THE 1st day of November, A. D. 1973.

MARY KRUMHOLTZ
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Mary Krumholtz
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS

COUNTY OF Kerr

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared W. Kullenberg, known to me to be the person whose name 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 ON THIS THE 26 day of November, A. D. 1973.

Notary Public Seal

Lynia Brown
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS
COUNTY OF Kerr

VOL. 170 PAGE 697

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Jagua, known to me to be the person whose name A. B. 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 ON THIS THE 28 day of November, A. D. 1973

Lucia Brown
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 Mr. J. M. Dallenmore, 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 ON THIS THE 29th day of November, A. D. 1973

Evelyn P. Smith
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 Mr. J. M. Dallenmore, 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 ON THIS THE 29th day of November, A. D. 1973

Evelyn P. Smith
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 Philip, 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 ON THIS THE 12 day of December, A. D. 1973

Lucia Brown
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS
COUNTY OF Brewer

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Terline D. DeLoach, known to me to be the person whose name 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 ON THIS THE 7th day of January

Emeline P. Smith
Notary Public in and for Brewer
County, Texas

THE STATE OF TEXAS
COUNTY OF Kerr

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Harry H. Rassen, known to me to be the person whose name 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 ON THIS THE 14 day of January

Lydia Brown
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS
COUNTY OF Tenn

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Ed Clark, known to me to be the person whose name 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 ON THIS THE 20th day of January

Emeline P. Smith
Notary Public in and for Tenn
County, Texas

THE STATE OF TEXAS
COUNTY OF Tenn

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Ed Clark, known to me to be the person whose name 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 ON THIS THE 28th day of January

Emeline P. Smith
Notary Public in and for Tenn
County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Hans Kubanus, known to me to be the person whose name Hans 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 ON THIS THE 15th day of October, 1973.

Ernest R. Smith
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, known to me to be the person whose name _____ 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 ON THIS THE _____ day of _____, A. D. 1974.

Notary Public in and for _____
County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs. Charles E. Clemens, known to me to be the person whose name Mrs. 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 ON THIS THE 28 day of January, A. D. 1974.

Lynia Brown
Notary Public in and for Kerr
County, Texas

Filed 19th Day of Feb. A.D. 1974 at
EMMIE M. MUENKER 9:15 A.M.
Clerk County Court, Kerr County, Texas
By Wanda Witt Deputy

THE STATE OF TEXAS I
COUNTY OF _____ I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, known to me to be the person whose name _____ 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 ON THIS THE _____ day of _____, A. D. 1973.

Notary Public in and for _____
County, Texas

Filed for record February 19, 1974 at 9:15 o'clock A. M.

Recorded February 21, 1974
EMMIE M. MUENKER, Clerk

By Wanda Witt Deputy

10563

STATE OF TEXAS I

COUNTY OF KERR I

6682

RESTRICTIONS

The subscribing parties hereto, all being owners of various lots, tracts and parcels of land situated and lying in the subdivision of Kerr County, Texas, commonly known as "Scenic Hills" addition and as shown in Annex "A" attached hereto and incorporated by reference for all purposes, foresee that further subdividing may occur with possible misuse of an essentially residential area by promoters of whatsoever kind, and each desiring to preserve the character and natural beauty of the land and area, and to make certain any plans for future development of their various tracts are to a reasonable standard in use and improvement, and each acting for the benefit of himself and for each other, do hereby adopt and establish the following restrictions, reservations and covenants to apply uniformly on the use, and occupancy of all our said lots, tracts or parcels of land belonging to us on the date hereof and located in said Scenic Hills subdivision, and each contract or deed which may be hereafter executed with regard to any such lots, tracts or parcels of land, shall be conclusively held to have ^{been} executed, delivered and accepted subject to the following reservations, restrictions and covenants, regardless of whether or not said reservations, restrictions and covenants are set out in full in said contract or deed.

FIRST: The restrictions and covenants herein defined are, each and all, covenants to run with the land and shall be binding on all owners, their heirs, successors and assigns and, otherwise, all persons claiming under them until July 1, 1993, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the owners of such tracts here included it is agreed to change them in whole or in part.

SECOND: The real estate here included shall be used for residential purposes only, and shall not be used for business purposes of any character, nor have any commercial or manufacturing purpose or use whatsoever. Included in the ban against business and commercial use, shall be specifically included, but not by way of limitation, the operation of any motor court, trailer parks, mobile home parks, hotels, motels, rooming houses, taverns, inns, or other businesses where fees or rentals are charged non-owners thereof for the use and occupancy of the premises or where food and/or drink is sold to the public, provided and except, however, an owner may rent out, or lease for a term, an entire single family dwelling that may be located on any one tract of land herein included.

THIRD: No more than and only one single family residential dwelling shall be constructed on any one lot, parcel or tract herein, and shall not contain less than 800 square feet of living area excluding garages and porches; provided and except however, such restriction shall pertain only to structures constructed after the date of this agreement.

FOURTH: No swine will be allowed on any tract herein.

FIFTH: No poultry will be kept or raised for commercial purposes but, otherwise, reasonable flocks of poultry may be kept and raised within confining or fenced enclosures, for the owner's consumption only.

SIXTH: No premises or any part thereof will be used for illegal purposes.

SEVENTH: No commercial signs will be permitted on any tract here included other than a single sign, not more than five (5) feet square, when advertising the property for sale.

EIGHTH: No lot, parcel, or tract shall be used or maintained as a dumping ground, nor shall the owners or occupiers thereof cause to accumulate, or permit accumulation of garbage, rubbish or trash on any such lot, parcel or tract other than the normal household accumulation which shall be kept, while located there, in sanitary containers and for only short periods of time until removed to other areas elsewhere, provided for the disposal thereof.

NINTH: That any sewage disposal system constructed on these lots, tracts or parcels shall be built in compliance with State Health Department Specifications, and so as not to create any pollution to the waters and rivers of Kerr County, Texas, or to be offensive to the area residents by sight or smell.

TENTH: No tract herein included shall be used as a storage area for trucks, cars, machinery or used otherwise as a warehouse or as an adjacent storage area for a business, even though such business is conducted elsewhere.

ELEVENTH: No tract or parcel of land may be subdivided into lots smaller than one (1) acre in size and only one principal house, as described in paragraph Third above, shall

be placed on any one tract regardless of size although smaller utility buildings may be constructed therewith although not for lease or rental or living purposes. An owner may reside in a mobile home on his own property while building his permanent dwelling, but for a term not to exceed two (2) years.

If the owner herein, or any of their 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 now or hereafter successors to the owners hereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

In the event any one or more of these covenants, agreements, reservations or restrictions, shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity or the other covenants, agreements, easements or restrictions set out herein, which shall remain in full force and effect.

Witness our hands this 15th day of October, A. D. 1973.

<u>Barrett M. Williams</u>	<u>William E. Clark</u>
<u>James O. Clark</u>	<u>James E. Clark</u>
<u>Rayton Keenan</u>	<u>Michael E. Ferguson</u>
<u>Robert B. Clark</u>	<u>Mrs. Theron Kaiser</u>
<u>M. B. Charnithy</u>	<u>Frank A. Long</u>
<u>Charles M. Williams</u>	<u>Charles E. Churchwell</u>
<u>David Van Brown</u>	<u>Thomas E. Davis</u>
<u>John A. Hunsley</u>	<u>A. E. Bryan</u>
<u>Walter W. Kullerberg</u>	<u>Walter H. Kuller</u>
<u>W. B. Jensen</u>	
<u>Myrtle M. Jensen</u>	
<u>Lee M. Skelton</u>	
<u>Philip D. Kerr</u>	
<u>Herbie Dehler</u>	
<u>Harry L. Kaiser</u>	

THE STATE OF TEXAS 1
COUNTY OF Van 1

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared James O. Clark, 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 ON THIS THE 15th day of October, A. D. 1973.



Filed 5th Day of Dec. A.D. 1974
EDDIS M. MUENKER, Notary Public in and for Van County, Texas
By William E. Clark Deputy

THE STATE OF TEXAS I
COUNTY OF Travis I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared William Williams, 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 ON THIS THE 11th day of October, A. D. 1973.

Esther M. Richter
Notary Public in and for Travis
County, Texas

THE STATE OF TEXAS I
COUNTY OF Travis I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Kenney, 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 ON THIS THE 15th day of October, A. D. 1973.

Esther M. Richter
Notary Public in and for Travis
County, Texas

THE STATE OF TEXAS I
COUNTY OF Harris I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Robert F. Beach, 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 ON THIS THE 26th day of October, A. D. 1973.

JONNY CAIN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Jonny Cain
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS I
COUNTY OF Harris I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared M. B. AAGNARLY, 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 ON THIS THE 7th day of October, A. D. 1973.

ESTHER M. RICHTER, NOTARY PUBLIC
IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1975

Esther M. Richter
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS |
COUNTY OF Harris |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Charles S. Williams Jr., known to me to be the person whose name 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 ON THIS THE 30th day of October, A. D. 1973.

ESTHER M. RICHTER, NOTARY PUBLIC
IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1975

Esther M. Richter
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS |
COUNTY OF Harris |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Doris and Brown, known to me to be the person whose name 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 ON THIS THE 31st day of October, A. D. 1973.

ESTHER M. RICHTER, NOTARY PUBLIC
IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1975

Esther M. Richter
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS |
COUNTY OF Harris |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Grant, known to me to be the person whose name 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 ON THIS THE 1st day of November, A. D. 1973.

MARY KRUMHOLTZ
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Mary Krumholtz
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS |
COUNTY OF Kerr |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared W. Kullenberg, known to me to be the person whose name 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 ON THIS THE 26 day of November, A. D. 1973.

Notary Seal

Lynia Brown
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared A. B. [Signature], known to me to be the person whose name A. B. 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 ON THIS THE 28 day of November, A. D. 1973

Lynia Brown
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs. [Signature], 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 ON THIS THE 29th day of November, A. D. 1973

Evelyn P. Smith
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared [Signature], 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 ON THIS THE 29th day of November, A. D. 1973

Evelyn P. Smith
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Philip [Signature], 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 ON THIS THE 12 day of December, A. D. 1973

Lynia Brown
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS |
COUNTY OF Fleming |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Heber
DeBorja, known to me to be the person whose name
subscribed to the foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed.

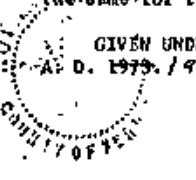
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 7th day of January,
A. D. 1973
Evelyn P. Smith
Notary Public in and for Fleming
County, Texas



THE STATE OF TEXAS |
COUNTY OF Kerr |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Harry
Raiser, known to me to be the person whose name
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 ON THIS THE 14 day of January,
A. D. 1973
Lynnie Brown
Notary Public in and for Kerr
County, Texas



THE STATE OF TEXAS |
COUNTY OF Fleming |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Richard
Clark, known to me to be the person whose name
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 ON THIS THE 25th day of January,
A. D. 1974
Evelyn P. Smith
Notary Public in and for Fleming
County, Texas



THE STATE OF TEXAS |
COUNTY OF Fleming |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Ma
J. C. Clark, known to me to be the person whose name
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 ON THIS THE 28th day of January,
A. D. 1974
Evelyn P. Smith
Notary Public in and for Fleming
County, Texas



THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Harry H. Williams, 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 ON THIS THE 17th day of October, A. D. 1973.

Carolyn P. Smith
Notary Public in and for Kerr
County, Texas

THE STATE OF TEXAS I
COUNTY OF Dallas I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Frank A. Long, 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 ON THIS THE 18th day of March, A. D. 1974.

June D. Crawford
Notary Public in and for Dallas
County, Texas

THE STATE OF TEXAS I
COUNTY OF Tarrant I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Charles E. Christensen, 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 ON THIS THE 3 day of April, 1974, A. D. 1973.

Ted Christensen
Notary Public in and for Tarrant
County, Texas

THE STATE OF California
COUNTY OF Alameda I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Thomas B. Howell, 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 ON THIS THE 2nd day of May, A. D. 1974.

Freda G. Collins
Notary Public in and for Alameda
County, ~~Texas~~ California



THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs Harry Kaiser, known to me to be the person whose name 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 ON THIS THE 12 day of March, A. D. 1974.
Lidia Brown
Notary Public in and for Kerr County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs Charles F. Reynolds, known to me to be the person whose name 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 ON THIS THE 28 day of January, A. D. 1974.
Lidia Brown
Notary Public in and for Kerr County, Texas

THE STATE OF TEXAS I
COUNTY OF Kerr I

Filed 19th Day of July, A.D. 1974 at
EMMIE M. MUENKER 9:15 A.M.
Clerk County Court, Kerr County, Texas
By W. W. Witt Deputy

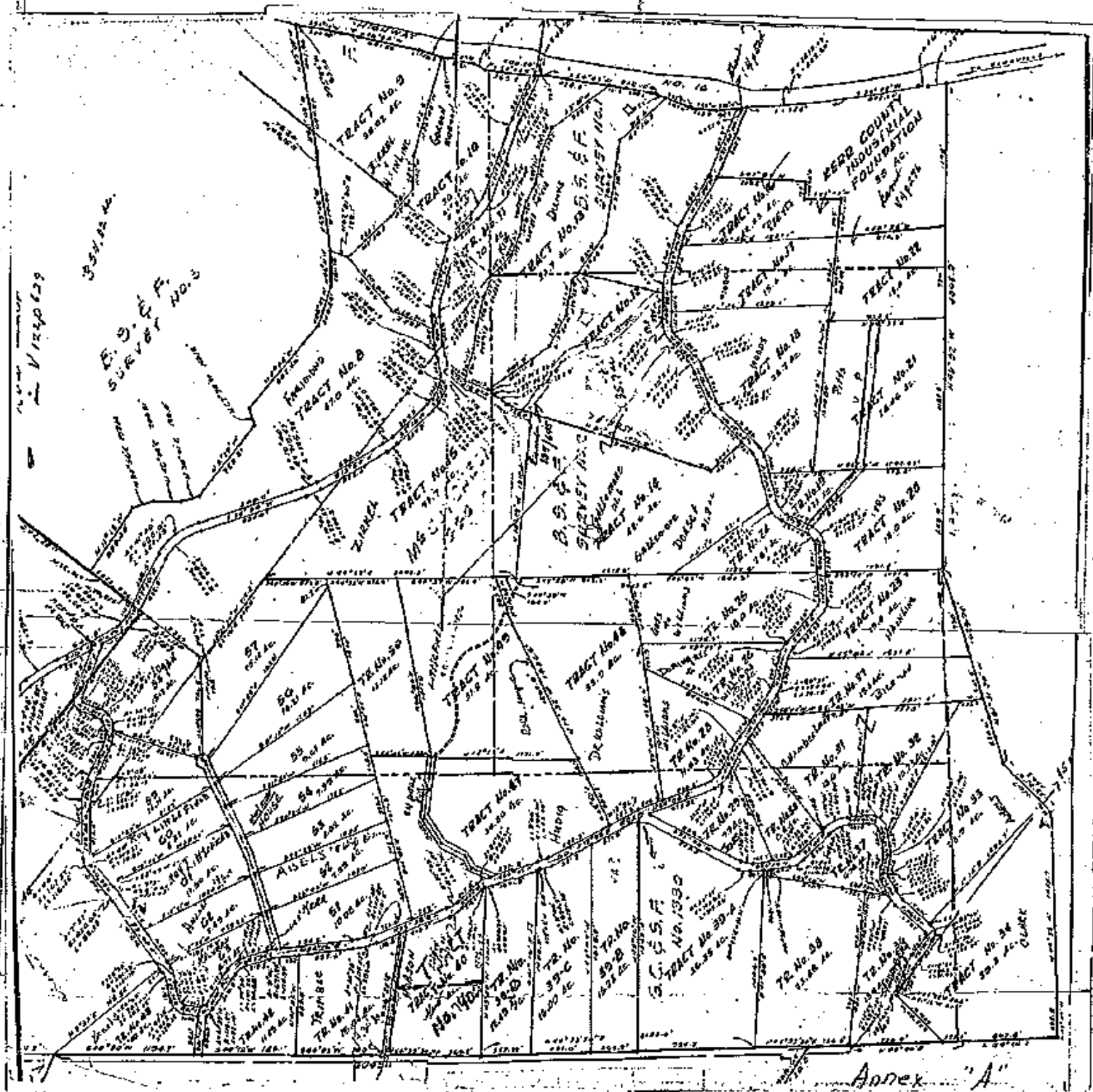
BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared A. E. Bryant, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 4th day of May, A. D. 1974.
Evelyn P. Smith
Notary Public in and for Kerr County, Texas

THE STATE OF TEXAS I
COUNTY OF Covington I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Walter H. Hill, known to me to be the person whose name 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 ON THIS THE 29 day of October, A. D. 1974.
Joseph W. Stedronsky
Notary Public in and for Covington County, Texas
JOSEPH W. STEDRONSKY
Notary Public For Covington County
My Commission Expires Aug. 23, 1976



Annex "A"

THE STATE OF TEXAS THE COUNTY OF KERR <input checked="" type="checkbox"/> INDEXED <input checked="" type="checkbox"/> COMPARED	IN RE: SCENIC HILLS FILED FOR RECORD at 4:47 o'clock P.M. NOV 5 1974 <i>Emmie M. Muenker</i> Clerk County Court, Kerr County, Texas By <i>Michael L. Williams</i> Deputy	RESTRICTIONS	Final Order of Sale, A.D., 1974, got EMMA M. MUENKER 9:15 A.M. Clerk County Court, Kerr County, Texas By <i>Michael L. Williams</i> Deputy JOHN R. BANISTER III Attorney at Law KILLGORE BUILDING, SUITE 400 HEARSHVILLE, TEXAS 76020 RECEIVED 50 100
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STATE OF TEXAS
 COUNTY OF KERR
 I hereby certify that this instrument was FILED on the
 5th day of November 1974 at 4:47 o'clock P.M. and was duly
 recorded in the Volume and Page of the Public Records
 of Kerr County, Texas, as stamped hereon by me.

FEB 21 1974



Emmie M. Muenker
 COUNTY CLERK
 KERR COUNTY, TEXAS

Re-
 Filed for record November 5, 1974 at 4:47 o'clock P.M.
 Recorded November 7, 1974
 EMMA M. MUENKER, Clerk

By *Michael L. Williams* Deputy

003968

VOL. 1677 PAGE 0264

2008270

AMENDMENT TO RESTRICTIONS

Developer: SAMUEL L. SPEARS, II

Property: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being Lot One (1), Scenic Hills Summit East, according to the plat recorded in Volume 8, Page 85, Plat Records of Kerr County, Texas.

Restrictions: Scenic Hills Summit Restrictive Covenants as recorded in Volume 1658, Page 540, refilled in Volume 1656, Page 732, Real Property Records of Kerr County, Texas

Owner: WALTER McBROOM and wife, KAREN McBROOM

The Property is subject to the Restrictions by virtue of deed from Developer to WALTER McBROOM and wife, KAREN McBROOM, dated February 29, 2008, filed in Volume 1661, Page 656, Real Property Records of Kerr County, Texas.

Under the terms of the Restrictions, the Developer retains the right to execute amendments to, including granting variances from, all restrictive covenants and use limitations imposed by the Restrictions.

Regarding building setback requirements, the current restriction reads as follows:

4. All houses, buildings, dwellings, garages, barns and other buildings constructed on any part of any tract must be set back from the property boundary lines in accordance with the set back lines as shown on the recorded plat (50' along the highway ROW and 25' along the side property lines).

Exercising the authority granted by the Restrictions, the Developer hereby grants to the Owner the right to amend the setback requirement affecting the Property to read as follows:

Building setback for the Property shall be 125 feet from the northeast property line (furthest line from Scenic Hills).

This amendment to the Restrictions is strictly limited to the Property. In all other respects the Restrictions remain in full force and effect.

VOL. 1677 PAGE 0265

Executed the 22 day of May, 2008.

Samuel L. Spears, II

SAMUEL L. SPEARS, II, Developer

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 22 day of May, 2008,
by SAMUEL L. SPEARS, II.



Linda R. Kruse

Notary Public, State of Texas

FILED BY AND RETURN TO:
KERRVILLE TITLE COMPANY
290 THOMPSON DR.
KERRVILLE, TX 78028

FILED AND RECORDED
At 1:00 o'clock P. M.
STATE OF TEXAS
COUNTY OF KERR



MAY 29 2008

I hereby certify that this instrument was filed in the file numbered
sequence on the date and time stamped herein by me and was duly
recorded in the Official Public Records of Kerr County, Texas.

Linda R. Kruse

Notary Public, Kerr County, Texas

2008510

003965

VOL. 1677 PAGE 0250

GRANT OF VARIANCE
SCENIC HILLS SUMMIT RESTRICTIVE COVENANTS

Developer: SAMUEL L. SPEARS, II

Property: A certain fourteen acres, more or less, more specifically described in Exhibit "A" attached hereto

Restrictions: Scenic Hills Summit Restrictive Covenants as recorded in Volume 1658, Page 540, refiled in Volume 1656, Page 732, Real Property Records of Kerr County, Texas

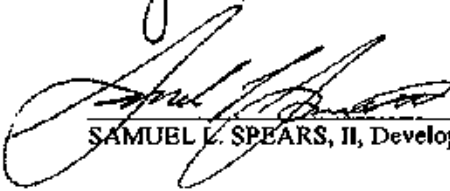
Owner: WALTER McBROOM and wife, KAREN McBROOM

The Property is subject to the Restrictions by virtue of deed from Developer to WALTER McBROOM and wife, KAREN McBROOM, dated February 29, 2008, filed in Volume 1661, Page 656, Real Property Records of Kerr County, Texas.

Under the terms of the Restrictions, the Developer retains the right to execute amendments to, including granting variances from, all restrictive covenants and use limitations imposed by the Restrictions. Exercising the authority granted by the Restrictions, the Developer hereby grants Owner a variance to restriction no. 16 in the Restrictions which prohibits the resubdivision of a tract without approval of a majority of tract owners.

Furthermore, acting as the owner of a majority of the tracts in the subdivision, Developer specifically approves the subdivision of the Property provided the Kerr County Commissioners Court approves such a subdivision.

Executed the 22 day of May, 2008.

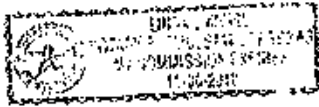

SAMUEL L. SPEARS, II, Developer

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THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 22 day of May, 2008,
by SAMUEL L. SPEARS, II.



Linda L. Krua
Notary Public, State of Texas

FILED BY AND RETURN TO:
KERRVILLE TITLE COMPANY
290 THOMPSON DR.
KERRVILLE, TX 78028

7

EXHIBIT A

VOL. 1658 PAGE 0545
VOL. 1628 PAGE 0202

VOL. 1677 PAGE 0252

TRACT TWO:

fourteen (14) acres, more or less, out of that certain 34.1 acre tract conveyed to Richard B. Bender by Deed recorded in Vol. 147, Page 248, of the Deed Records of Kerr County, Texas, and being designated herein for convenience as Tract 46C-1, Jack Hall Ranch, more particularly described as follows:

Locate the point of beginning by commencing at a point in the Northerly line of a 60 foot road; said point being the most Southerly corner of Original Tract No. 44; and being also the most Westerly corner of Tract No. 43, sold to John Ruckman under Contract dated March 15, 1947:

THENCE North 64°22' East, along and with the Northerly line of said Ruckman Tract, 1,283.2 feet to a point in the Westerly line of a 60 foot road; said point being also the Northeast corner of said Ruckman Tract:

THENCE Northerly, along and with the Westerly line of said 60 foot road as follows:

Northerly, along the arc of a curve to the left, having a radius of 738.85 feet, a distance of 115.07 feet to the point of tangency:

North 2°36' West, 113.4 feet to a point for corner; said point being also the most Southerly corner of a tract of 31.5 acres, more or less, sold to Charles S. Williams, Jr.;

THENCE Northwesterly, along and with a Southerly line of said 31.5 acre tract as follows:

North 47°43' West, 409.6 feet to the Point of Beginning;

THENCE N. 47°33' West, 161.00 feet;

North 38°33' West, 344.8 feet to the point for corner; said point being also the most Easterly corner of a tract of 40.0 acres, more or less, sold to Major S. Abernathy;

THENCE South 44°17' West, along and with the Southeast line of said 40.0 acre tract, 1,642.9 feet, more or less, to a point for corner in the Northerly line of first-called said 60 foot road; said point being also the Southeast corner of said 40.0 acre tract;

THENCE Easterly, along and with the Northerly line of said 60 foot road as follows:

South 80°28' East, 1.4 feet to a point of curve;

Easterly, along the arc of said curve to the left, having a radius of 420.53 feet, a distance of 53.88 feet to point of tangency;

South 88°05' East, 238.4 feet to point of curve;

Southeasterly, along the arc of said curve to the right, having a radius of 167.37 feet, a distance of 116.85 feet to point of tangency; and point for corner.

THENCE Northeasterly to the PLACE OF BEGINNING.

INDEXED AND RECORDED
APR 22 2008
STATIONER: HEBB
COUNTY OF KERR

MAY 23 2008



RECORDERS NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO THE DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

I hereby certify that this instrument was filed in the proper sequence on the date and time stated herein by me and was duly recorded in the Official Public Records of Kerr County Texas.
Kerr County, Texas
Allen [Signature]