

RESTRICTED HILLS DALES
SUB'D. A GR

VOL 155 PAGE 96

STATE OF TEXAS H H 1337 HILLS N' DALES SUBDIVISION

Me, J. K. LOOKER, and wife, J. LUCILLE LOOKER, the owners and developers of that land known as HILLS N' DALES SUBDIVISION in Kerr County, Texas, being the same property described at Page 260 of Vol. 140 Deed Records, Kerr County, Texas, for the purpose of providing home sites to the public enhanced by planned, restricted development; hereby adopt as covenants running with the land the following restrictions applicable to any and all parts of said tract (save and except that owners reserve the right to relax or withdraw these restrictions as to that portion of land lying North of the presently existing ICRH lines), TO-WIT:

1. Use - of the property shall be only for residential purposes. No business use shall be allowed except to complete development of the property. No tent, mobile home, portable or temporary dwelling structure (except travel trailers not used as an abode) shall be placed on or be permitted to remain on the property, except with the prior-written permission of the developers for a definite period of time.
2. Construction - all dwellings shall contain at least 1,000 square feet of heated living area with exterior walls and out-buildings to be constructed of at least 5/8 brick, rock, or well-finished masonry. Dwelling construction shall be completed within nine months from construction starting date unless developers give written extension. Each dwelling shall have a sewage disposal system conforming to Texas Department of Health recommendations.
3. Re-sale - of land purchased shall be allowed in quantities of not less than one acre, the amount of stock allowed may be reduced on less than 4 acres.
4. Animals - Each tract owner may keep for non-business purposes only the following animals (and no others shall be allowed): 1 cow, 2 horses, 3 sheep, chickens, and household pets if confined to the land owned by their owner, PROVIDED, animals causing a nuisance, or discomfort of small, noise, or otherwise shall be removed promptly at their owner's expense from the sub-division. Out-buildings and corrals shall be at least 25 feet from any property line.
5. Garbage - No dumping of garbage, trash, brush, or other rubbish shall be permitted. Garbage and other waste shall be kept in tightly covered containers. Incinerators with proper safeguards may be operated, all fires shall be attended.
6. Easements - In addition to all easements presently of record, which developers hereby expressly recognize, developers hereby reserve perpetual easements over and across all tracts in the sub-division for the purpose of constructing, installing, repairing, maintaining, or conveying to proper parties for those purposes electric power, water, sewage, gas, telephone, any other utility facilities and services, and for roads for access purposes. Property owners affected by such easements shall be entitled only to compensation for undue negligent and unreasonable damages caused thereby. Such easements shall be for the general benefit of the subdivision and any other land owned or acquired hereafter by developers in the vicinity of the Sub-division as well as their assigns. Such easements may be both aerial and/or underground.
7. Timber - or other natural marketable resources shall not be severed or removed for commercial purposes or indiscriminately without the prior written consent of the developers.

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d. Enforcement - These restrictions and the covenants herein contained as well as the use and protection of the easements herein referred to shall be specifically enforceable by suit either separately or cumulatively, for injunction, damages, or to abate a nuisance, at the instance of any tract owner in the Subdivision, the developers, or by a committee of tract owners in the Subdivision appointed by the developers, or all of them. Any other remedies existing at law or in equity shall not be deemed waived and shall still be available to any such person or persons.

SIGNED this 21st day of April, 1972

OWNERS/DEVELOPERS

J. K. Looker
J. Lucille Looker

PURCHASERS

STATE OF TEXAS H
COUNTY OF KERR H

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared J. K. Looker and J. Lucille Looker, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of April, 1972

FILED FOR RECORD
at 2:42 o'clock P.M.

APR 21 1972
Kerr County Clerk, Kerr County, Texas

WOL 155 PAGE 97

6. Enforcement - These restrictions and the covenants herein contained as well as the use and protection of the easements herein referred to shall be specifically enforceable by suit either separately or cumulatively, for injunction, damages, or to abate a nuisance, at the instance of any tract owner in the Subdivision, the developers, or by a committee of tract owners in the Subdivision appointed by the developers, or all of them. Any other remedies existing at law or in equity shall not be deemed waived and shall still be available to any such person or persons.

SIGNED this 21st day of April, 1972

PURCHASERS:

OWNERS/DEVELOPERS:

J. E. Looker
J. E. Looker

J. Lucille Looker
J. Lucille Looker

STATE OF TEXAS
COUNTY OF KERR K

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared J. E. Looker and J. Lucille Looker, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of April, 1972.

FILED FOR RECORD

at 9:40 a.m.

APR 21 1972

[Signature]
Notary Public, Kerr County, Texas

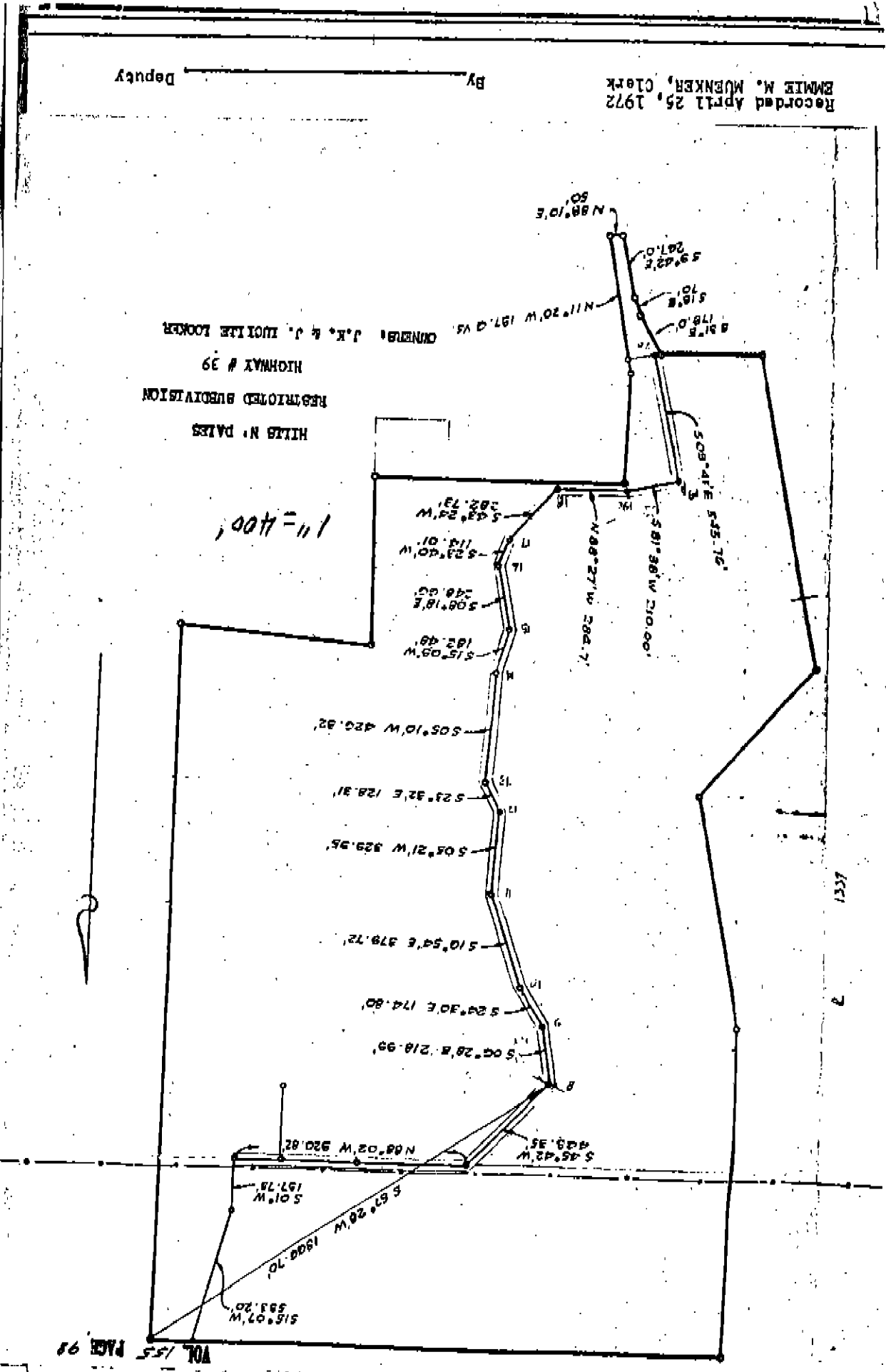
By Deputy

Recorded April 25, 1972
EMMIE M. MUNKER, Clerk

HILLS N. DAKES
RESTRICTED SUBDIVISION
HIGHWAY # 39
OWNER: J.K. & J. MORTIMER LOCKER

1" = 400'

VOL 155 PAGE 91



1337

8. Enforcement - These restrictions and the covenants herein contained as well as the use and protection of the easements herein conferred shall be specifically enforceable by suit either separately or cumulatively, for injunction, damages, or to abate a nuisance, at the instance of any tract owner in the Subdivision, the developers, or by a committee of tract owners in the Subdivision appointed by the developers, or all of them. Any other remedies existing at law or in equity shall not be deemed waived and shall still be available to any such person or persons.

SIGNED this 26 day of Feb, 1974.

OWNERS/DEVELOPERS:

W.C. Richardson

J.K. Looker
J. K. Looker

Wm H.C. Richardson

J. Lucille Looker
J. Lucille Looker

Notary Public, Kerr County, Texas
 My Comm. Expires 11/1/82
 My Comm. No. 11111

STATE OF TEXAS
 COUNTY OF KERR

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this 26 day personally appeared W.C. Richardson and wife, Mrs. H.C. Richardson, who acknowledged to me that they executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26 day of Feb, 1974.



STATE OF TEXAS
 COUNTY OF KERR

Sharon Richter
 Notary Public, Kerr County, Texas

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared J. K. Looker and J. Lucille Looker, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26 day of Feb, 1974.



Recorded March 5, 1974
 EMILE M. MUENKER, Clerk

By _____ Deputy

Tailed 3/1-72

STATE OF TEXAS
 COUNTY OF KERR

RESTRICTIONS FOR HILLS W/ DALES SUBDIVISION
 No. J. K. LOCKER, and wife, J. LUCILLE LOCKER, the owners and developers of that land known as HILLS W/ DALES SUBDIVISION in Kerr County, Texas, being the same property described at Page 280 of Vol. 140, Deed Records, Kerr County, Texas, for the purpose of providing home sites to the public enhanced by planned, restricted development, hereby adopt as covenants running with the land the following restrictions applicable to any and all parts of said tract (save and except that owners reserve the right to relax or withdraw these restrictions as to that portion of land lying North of the presently existing LCRA lines), TO-WIT:

1. Use - of the property shall be only for residential purposes. No business use shall be allowed except to complete development of the property. No tent, mobile home, portable or temporary dwelling structure (except travel trailers not used as an abode) shall be placed on or be permitted to remain on the property, except with the prior written permission of the developers for a definite period of time.
2. Construction - all dwellings shall contain at least 1,100 square feet of heated living area, with exterior walls and out-buildings to be constructed of at least 5 1/2 brick, rock, or well-finished masonry. Dwelling construction shall be completed within nine months from construction starting date unless developers give written extension. Each dwelling shall have a sewage disposal system conforming to Texas Department of Health recommendations.
3. Re-Sale - of land purchased shall be allowed in quantities of not less than one acre, the amount of stock allowed may be reduced on less than 4 acres.
4. Animals - Each tract owner may keep for non-business purposes only the following animals (and no others shall be allowed): 1 cow, 2 horses, 3 sheep, chickens, and household pets, if confined to the land owned by their owner. PROVIDED, animals creating a nuisance, or discomfort of smell, noise, or otherwise shall be removed promptly at their owner's expense from the sub-division. All buildings and corrals shall be at least 20 feet from any property line.
5. Garbage - No dumping of garbage, trash, brush, or other rubbish shall be permitted. Garbage and other waste shall be kept in tightly covered containers. Incinerators with proper safeguards may be operated. All fires shall be attended.
6. Easements - In addition to all easements presently of record, which developers hereby expressly recognize, developers hereby reserve perpetual easements over and across all tracts in the sub-division for the purpose of constructing, installing, repairing, maintaining, or conveying to proper parties for those purposes, electric power, water, sewage, gas, telephone, any other utility facilities and services, and for roads for access purposes. Property owners affected by such easements shall be entitled only to compensation for undue negligent and unreasonable damages caused thereby. Such easements shall be for the general benefit of the subdivision and any other land owner or acquired hereafter by developers in the vicinity of the Sub-division as well as their assigns. Such easements may be both aerial and/or underground.
7. Timber - or other natural marketable resources shall not be severed or removed for commercial purposes or indiscriminately without the prior written consent of the developers.

FILED FOR RECORD

at 11:19 o'clock

NOV 19 1999

JANNERT PIEPER

Clark County Court, Kerr County, Texas

09454

Effective Immediately

AMENDED
Restrictions

for

Hills N' Dales Subdivision

VOL. 1039 PAGE 340

Return to:
Majorie Berlin
121 West Highland
Lugan, LA 78025

The owners of that land known as Hills N' Dales Subdivision in Kerr County, Texas, being the same property described at Page 280, of Vol. 140, Deed Records, Kerr County, Texas, for the purpose of providing home sites for the public, enhanced by planned, restricted development, hereby adopt as covenants running with the land, the following restrictions applicable to any and all parts of said tract, including that portion of land lying North of the presently existing LCRA lines, TO-WIT:

1. Use: of the property shall be only for single family residential purposes. No business use shall be allowed except to complete development of the property. No tent, mobile home, portable or temporary dwelling structure, (except travel trailers not used as an abode), condominiums/town houses, apartments, or any other rental abode shall be placed on or be permitted to remain or be built on the property, except with the prior written permission of the Hills N' Dales Property Owners Association.

2. Construction: all dwellings shall contain at least 1,100 square feet of heated living area, with exterior walls and out-buildings to be constructed of at least 51% brick, rock, or well-finished masonry. Dwelling construction shall be completed within nine months from construction starting date unless Hills N' Dales Property Owners Association gives written extension. Each dwelling shall have a sewage disposal system conforming to Texas Department of Health recommendations. All buildings shall be at least 20 feet from the property line.

3. Re-Sale: of land purchased be allowed in quantities of not less than one acre.

4. Animals: Each tract owner may keep for non-business purposes, only the following animals (and no others shall be allowed): 1 cow, 2 horses, 3 sheep, chickens, and household pets, if confined to the land owned by their owner, PROVIDED, animals creating a nuisance, or discomfort of smell, noise, or otherwise shall be removed promptly at their owner's expense from the subdivision. All buildings and corrals shall be at least 20 feet from any property line. No hunting or trapping of game animals is allowed at any time within the subdivision.

5. **Garbage:** No dumping of garbage, trash, brush, or other rubbish shall be permitted. Garbage and other waste shall be kept in tightly covered containers. Incinerators with proper safeguards may be operated. All fires shall be attended.

6. **Easements:** In addition to all easements presently of record, which **Hills N' Dales Property Owners Association** hereby expressly recognize, **Hills N' Dales Property Owners Association** hereby reserves perpetual easement over and across all tracts in the subdivision for the purpose of constructing, installing, repairing, maintaining, or conveying to proper parties for those purposes, electric power, water, sewage, gas, telephone, or any other utility facilities and services, and for roads and access purposes. Property owners affected by such easements shall be entitled only to compensation for undue negligent and unreasonable damages caused thereby. Such easements shall be for the general benefit of the subdivision and any other land owner or land acquired hereafter by developers in the vicinity of the subdivision as well as their assigns. Such easements may be both aerial and/or underground.

7. **Timber:** or other natural marketable resources shall not be severed or removed for commercial purposes or indiscriminately without the prior written consent of **Hills N' Dales Property Owners Association**.

8. **Enforcement:** These restrictions and the covenants herein contained as well as the use and protection of the easements herein referred to shall be specifically enforceable by suit either separately or cumulatively, for injunction, damages, or to abate the nuisance, at the instance of any tract owner in the subdivision, **Hills N' Dales Property Owners Association**, or by a committee of tract owners in the subdivision appointed by **Hills N' Dales Property Owners Association**, or all of them. Any other remedies existing at law or in equity shall not be deemed waived and shall still be available to any such person or persons.

STATE OF TEXAS:

COUNTY OF KERR:

Maupia A. Berkus

The foregoing document was acknowledged before me the undersigned notary public on this the 19th day of November, 1999, by Virginia May Garrison.

Maupia A. Berkus
Treasurer, Hills N' Dales Homeowners Association
Notary Public, State of Texas
My Commission Expires
DECEMBER 8, 2000

Virginia May Garrison
Notary Public, State of Texas
Virginia May Garrison
Notaries Printed or Typed Name
My Commission Expires: Dec. 1, 2000

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RECORD *[Signature]*
VOL. 1039 PG 340
RECORDING DATE

NOV 22 1999



[Signature]
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race 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 stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas, on

NOV 22 1999



[Signature]
COUNTY CLERK, KERR COUNTY, TEXAS

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

02967

VOL. 1060 PAGE 0498

**VACATION OF AMENDED RESTRICTIONS FOR
HILLS N' DALES SUBDIVISION**

This Vacation of Amended Restrictions for Hills N' Dales Subdivision is executed by Marjorie A. Berkin, a resident of Ingram, Kerr County, Texas, herein referred to as "Berkin."

Background:

A. Jim Looker's Hills N' Dales Development (the "Subdivision") is a subdivision in Kerr County, Texas, created by the subdivision plat recorded at Volume 4, page 190, Plat Records of Kerr County, Texas.

B. The Subdivision is restricted by certain Restrictions for Hills N' Dales Subdivision (the "Original Restrictions") recorded at Volume 155, page 96 and Volume 171, page 71, Deed Records of Kerr County, Texas.

C. The Original Restrictions do not provide a method for their amendment; therefore, any amendment of the Original Restrictions would require the unanimous consent of the owners of all lots in the Subdivision.

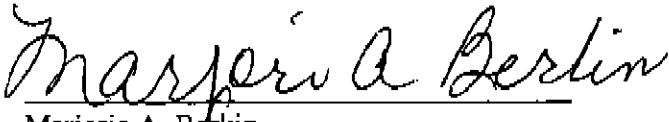
D. On November 19, 1999, Berkin executed and acknowledged an Amended Restrictions for Hills N' Dales Subdivision (the "Amended Restrictions") and recorded the Amended Restrictions at Volume 1039, page 340, Deed Records of Kerr County, Texas.

E. The Amended Restrictions purport to amend, revise and supersede the Original Restrictions, but since the Amended Restrictions were not approved or executed by the owners of all of the lots in the Subdivision, the Amended Restrictions are invalid and of no force or effect.

F. Berkin desires to vacate the Amended Restrictions and confirm that they are invalid and have no impact on the Subdivision.

NOW, THEREFORE, Berkin declares that the Amended Restrictions are invalid and of no force or effect since they were not approved by the owners of all of the lots in the Subdivision. Berkin vacates the Amended Restrictions and releases the Subdivision from any restrictions that the Amended Restrictions attempted to create. The only valid restrictions affecting the Subdivision are the Original Restrictions.

Executed the 17 day of April, 2000.


Marjorie A. Berkin
BERKIN

VOL. 1060 PAGE 0499

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on this 17 day of April, 2000, by Marjorie A. Berlin. BERLIN

Kari K O Dell
Notary Public in and for
the State of Texas

Kari K O Dell
[type or print name]



My Commission Expires: _____

AFTER RECORDING
PLEASE RETURN TO:
✓ Marjorie A. Berlin
121 West Highline
Arlingam, TX 78025

FILED FOR RECORD
at 10:45 o'clock A.M

APR 17 2000

JANNETT PIEPER
Clerk, County Court, Kerr County, Texas
Chela Thompson Deputy

RECORD Real Property
VOL. 1060 PG 498
RECORDING DATE

APR 18 2000



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race 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 stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

APR 18 2000



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

796393

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STATE OF TEXAS
COUNTY OF KERR

I, J. K. Looker, hereby certify that as owner I developed the land shown and platted hereon and that I dedicate all roads and easements to the public for uses shown hereon.

Dated the 24th day of September, 1979

J.K. Looker
J. K. LOOKER

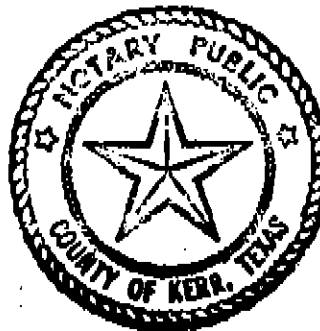
STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared J. K. Looker, known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for purposes stated therein.

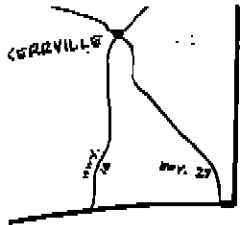
Given under my hand and seal of office this 24th day of September, 1979

D.R. Voelkel
D. R. Voelkel, Notary Public in and for Kerr County, Texas

(Term expires 4-30-81)

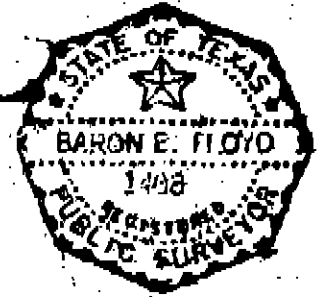


Surveyed by me by tracts
from 17 April 1970 to July, 1975.



*Surveyed by me by tracts
from 17 April 1970 to July, 1975.*

Baron E. Floyd
 BARON E. FLOYD, REGISTERED
 PUBLIC SURVEYOR NO. 1408.



**JIM LOOKER'S
 HILLS 'N DALES DEVELOPMENT
 KERR COUNTY, TEXAS**

177.8 ACRES OF LAND, COMPRISING, MORE OR LESS,
 75.7 ACRES OUT OF SURVEY 1351, W.M.WATSON, A-718,
 AND 102.1 ACRES OUT OF THE S¹/₂ OF SURVEY 1576,
 J.T. CLARK, A-178.

Scale: 1" = 200'

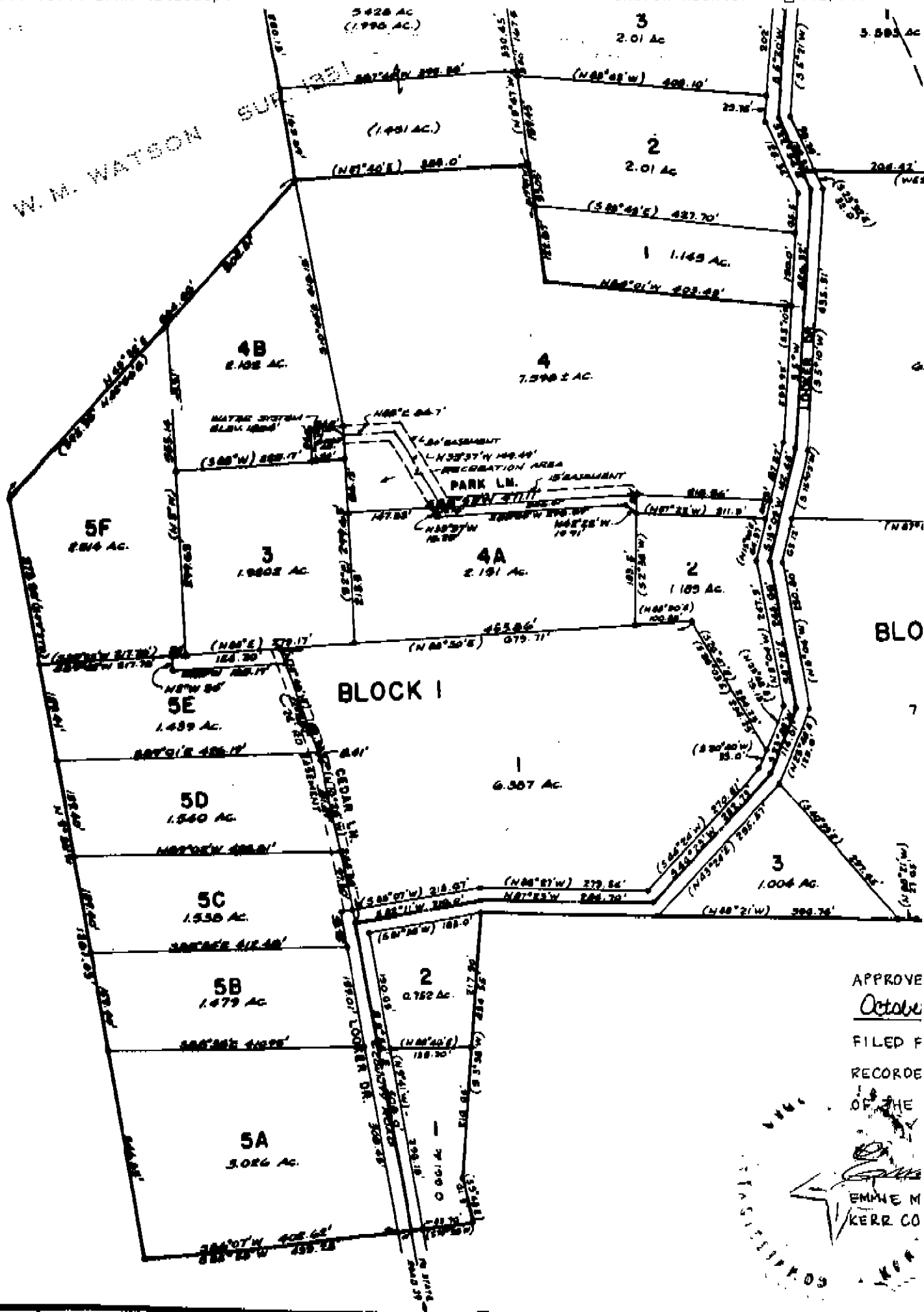
Jan. 1973



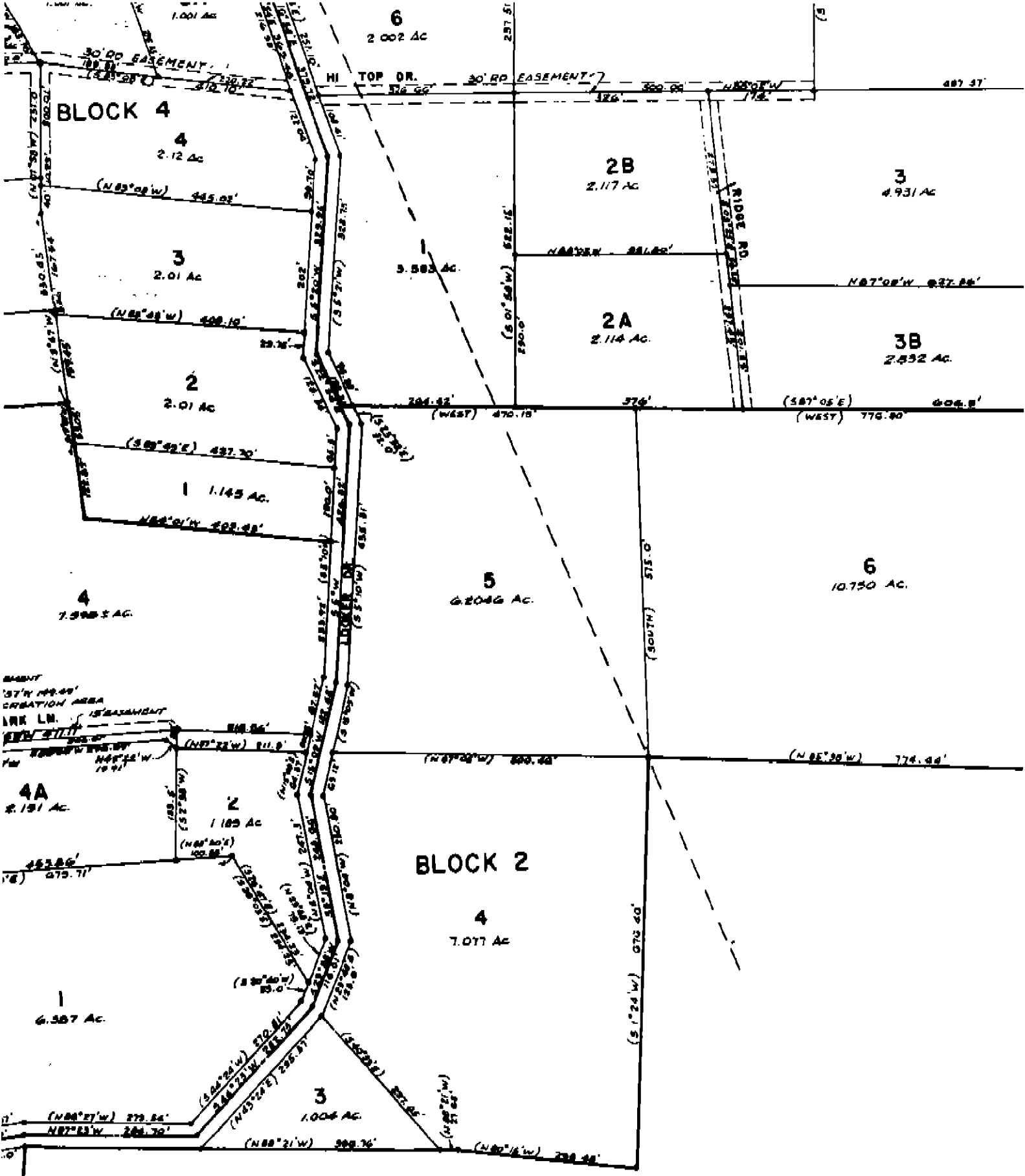
**REVISED DEC. 1973
 REVISED AUG. 1975**

W. M. WATSON

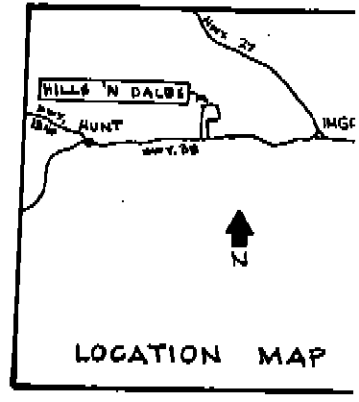
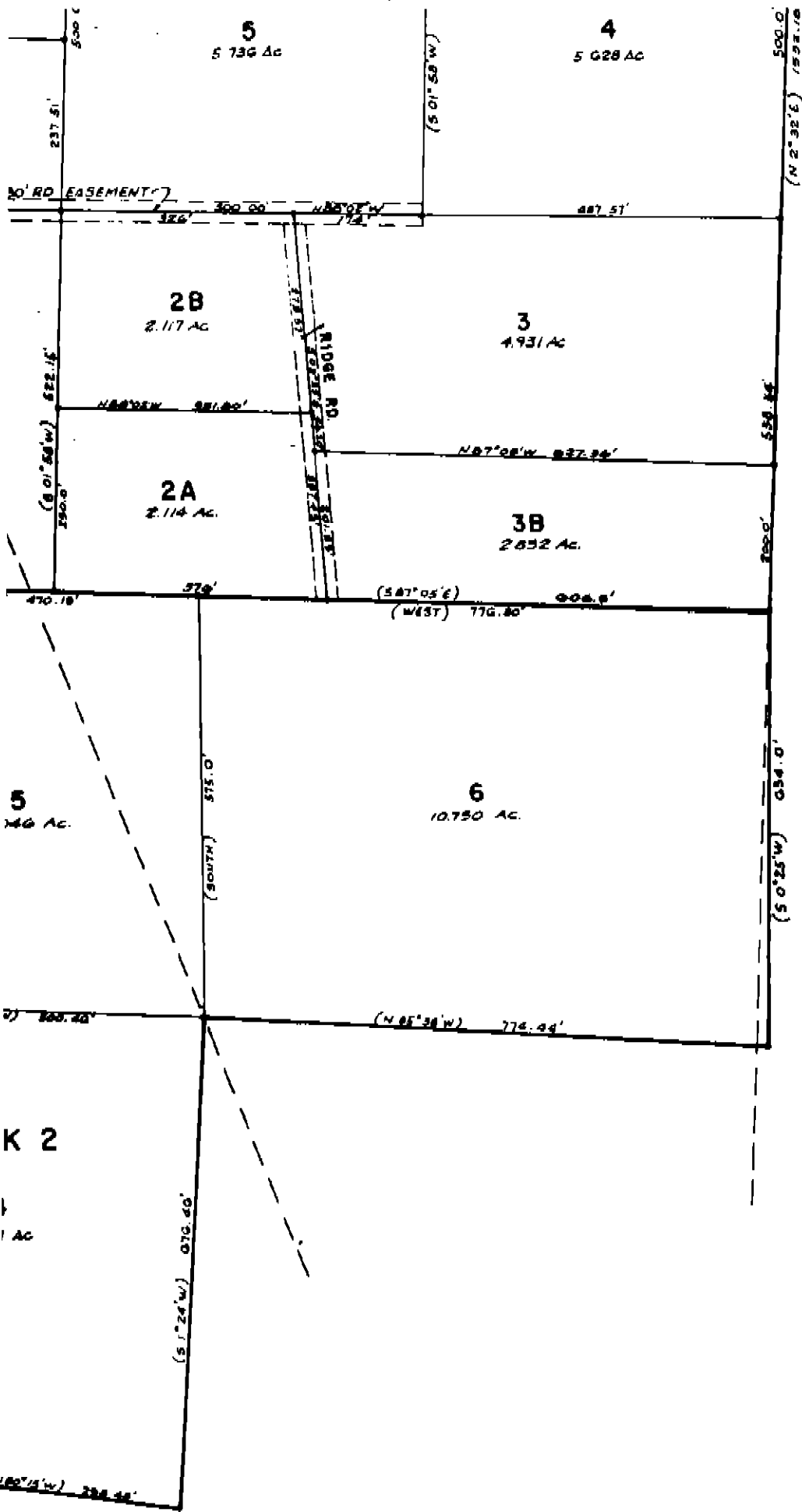
SUP. 1281



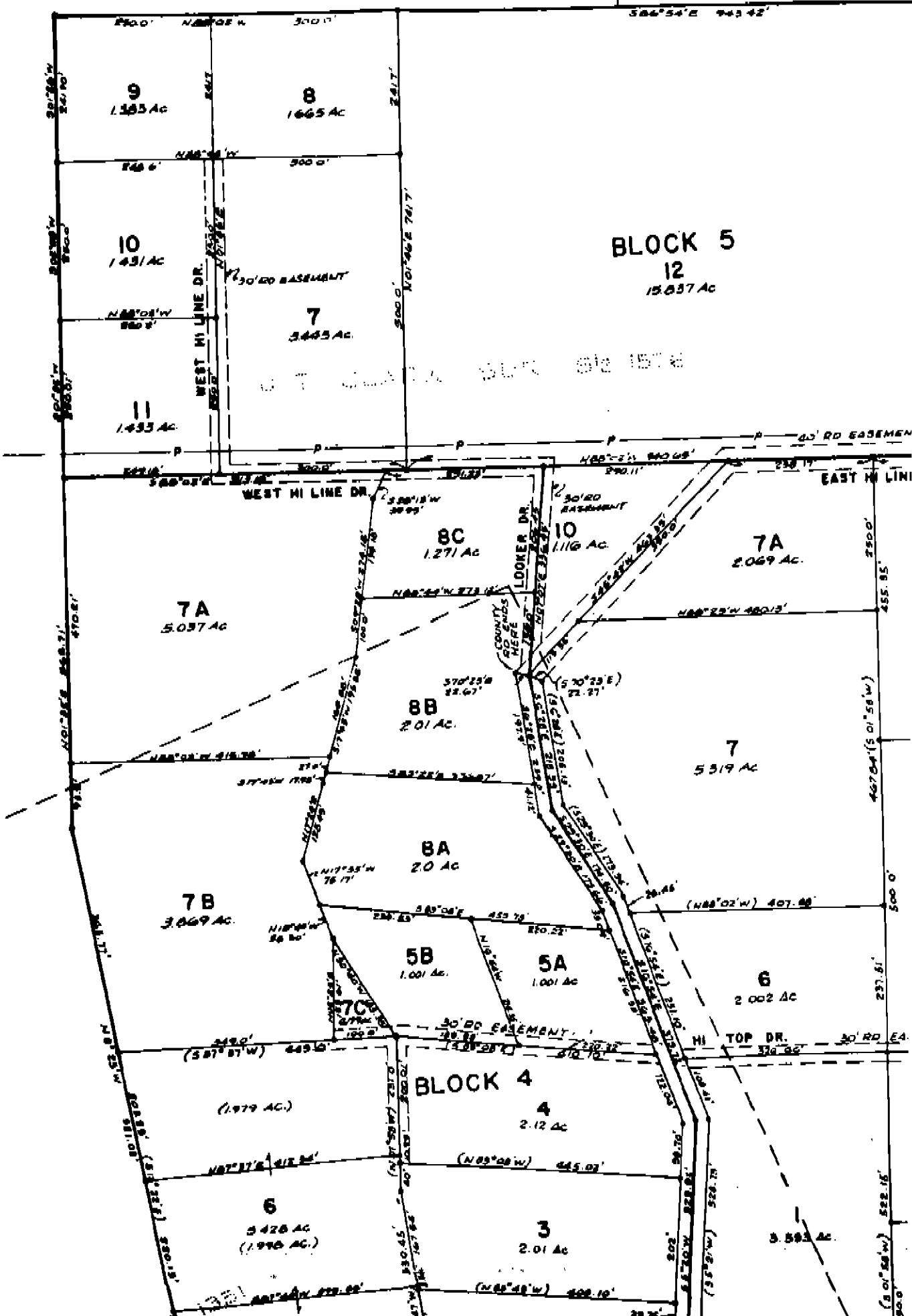
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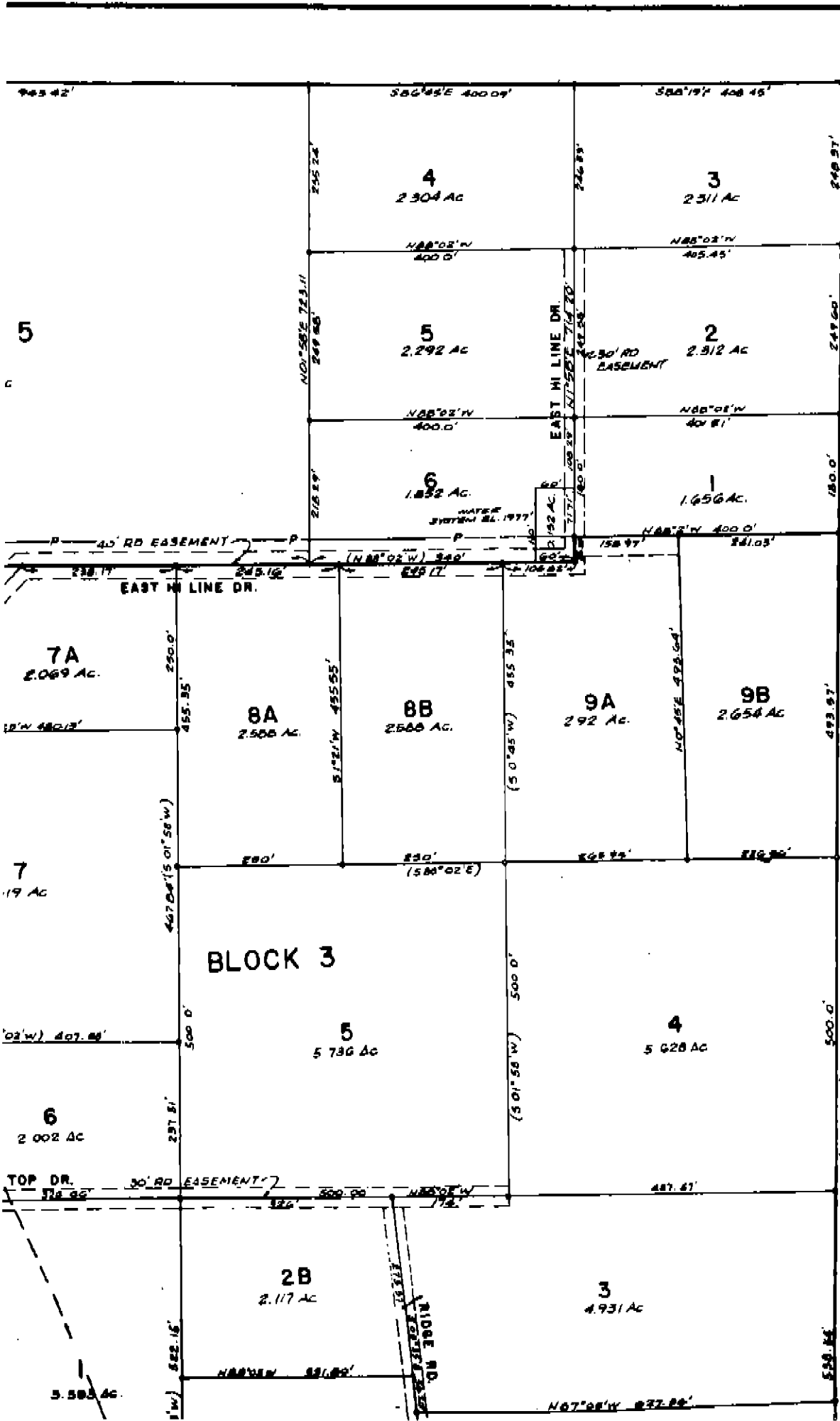


APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, ON
October, 1979 BY ORDER NO. 13850 OF SAID COURT.
 FILED FOR RECORD ON THE 25th DAY OF October, 1979 AT 9:15 O'
 RECORDED ON THE 25th DAY OF October, 1979 AT 9:30 A. M. IN V
 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS



BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, ON THE 24th DAY OF , 1979 BY ORDER NO. 13850 OF SAID COURT.





S.B. COR. KUTKENDALL
 SUR NO 740
 N.E. COR. S.J. CLARK
 SUR NO 1576

STATE OF TEXA
 COUNTY OF KE

KNOW ALL MEN
 LOOKER, WITH
 PLATTED HERE
 TRACT OR LOT
 MARKERS, AS IN
 CONVEYANCES OR
 REFERENCE TO THE
 IDENTICAL TRACT
 TRACT NUMBER

DATED THIS 18TH

J.K. Looker

J. K. LOOKER

STATE OF TEXA
 COUNTY OF KE

BEFORE ME, THE
 PERSONALLY AP
 PERSON WHOSE N
 INSTRUMENT OF
 EXECUTED THE

GIVEN UNDER
 OF OCTOBER, 2007

D.P. Volkel

D.P. VOLKEL, N
 FOR KEWA COU
 TERM EXPIRES 1

