

**SOUTH OAKS VILLAGE  
LOT RESTRICTIONS**

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That South Oaks Village, being the sole owner and developer of South Oaks Village in Kerr County, Texas, do hereby restrict South Oaks Village Section 1, as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of lots in said subdivision, and his or their heirs, assigns, successors and administrators, to-wit:

1. All lots shall be known and used exclusively for residential purposes. No hunting shall be allowed.
2. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. The Developers shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.
3. No lot shall be subdivided and no more than one single family dwelling unit, not to exceed two stories, shall be erected, placed or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Mobile homes or manufactured homes not more than 36 months old, unless approved, are permitted, provided they contain not less than 550 square feet of living area and are underpinned and skirted with a material and by a method approved in writing by Developer, the successors and assigns. No deviations of any kind shall be allowed from this paragraph without permission of developers in writing. Mobiles must be underpinned and skirted within 90 days from date mobile is placed on lot.
4. No residence shall be located on any lot nearer than 25 feet to the front line nor nearer than four (4) feet to the side or back lot line of any lot, and no outbuilding shall be constructed nearer than 40 feet to the front line nor nearer than four (4) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
5. No residence of less than 550 square feet of living area, excluding porch area and garage shall be erected or constructed on any lot.
6. Buildings shall be neat in appearance, and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within 120 days from the beginning date of construction. All house plans shall be approved in writing by Developer, the successors or assigns, prior to construction or placement on lot.
7. All structures shall be new construction using new material. No used material permitted.
8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals, except household pets, shall be kept or maintained on any lot.
11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, the Developer, or the successors or assigns, may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to Developer or the successors or assigns.
12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by action of the Developers.
13. Enforcement of these covenants shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.
14. Invalidation of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.
15. The Sellers retain an easement six (6) feet wide along the perimeter of the lot to be used for purposes of utilities.

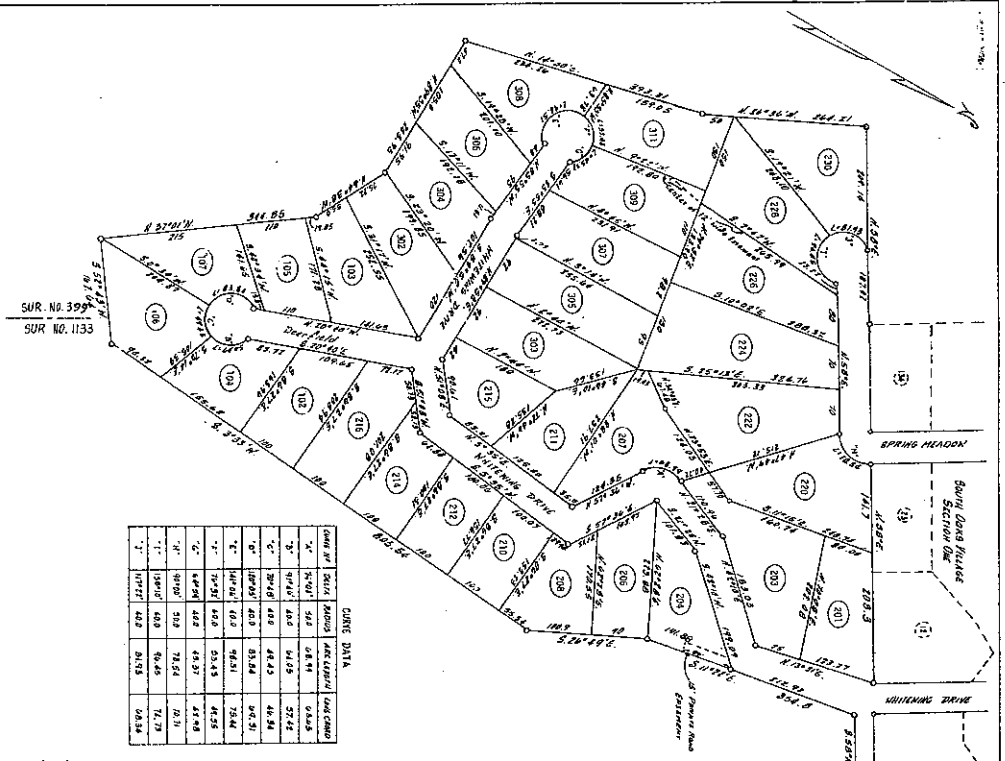
SIGNED: Fred Prothro

Purchaser-Owner Fred Prothro

Mona I. Prothro

Purchaser-Owner Mona I. Prothro

DATE: November 7, 1977



DATE DATA

Lot No.	Area (Acres)	Area (Sq. Ft.)	Area (Sq. Ft.)
180	0.100	4356	4356
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**UTILITY EASEMENTS**

Proprietary easements are hereby granted for the installation and maintenance of utility lines in the area shown hereunder and underground along and within 10 feet of the right-of-way and 10 feet from the center line of all streets, within the right-of-way of all dedicated streets or roads. Nothing shall be placed or installed within the easement area of each lot and all improvements within the easement area shall be the responsibility of the utility company. Utility companies or their employees shall have all of the rights and powers herein granted, including but not limited to the free right of access to and egress from said right-of-way and easement, and the right to install, maintain, repair, replace, alter, move, remove, or obstruct any utility lines, cables, or other devices outside said easement when deemed necessary by the utility or utility company. The easement right herein granted shall not be construed to interfere with the lot and/or easement not within said easement so long as such does not prevent the construction of buildings on any of the lots and/or easement not within said easement.

**DESCRIPTION**

SOUTH OAKS VILLAGE SECTION TWO comprises 21 lots and three 50 foot wide streets, having a total area of 19,056 acres, being approximately 270.88 acres, more or less, in the East Quarter of Section 20, T. 25N., R. 24E., S. 22E., Kerr County, Texas. The lots comprise a total area of 4356 square feet or 0.100 acre. The lots are numbered as indicated on this plat.

**CERTIFICATE OF AMENDATION AND DEDICATION**

THE STATE OF TEXAS: Know all men by these presents, that Steven S. Monroe and Richard E. Robertson, the undersigned authority, a Notary Public in and for the County of Kerr, State of Texas, on this day personally appeared Steven S. Monroe and Richard E. Robertson, and in the presence of me, the undersigned authority, they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed. My commission expires August 1, A.D. 1977.

*Steven S. Monroe*  
Steven S. Monroe

*Richard E. Robertson, Jr.*  
Richard E. Robertson, Jr.

*Steven E. Pauline*  
Steven E. Pauline, Notary Public, Kerr County, Texas  
My Commission Expires July 26, 1979



Approved by the Commissioners Court of Kerr County, Texas, this 25th day of August, 1977, at 3:00 o'clock P.M. and was recorded on September 4, 1977, at 3:00 o'clock P.M. in Book 4 of Page 91 of the Plat Records of Kerr County, Texas.

*Commissioners of Kerr County, Texas*

I, Lewis Donaghy, Registered Professional Engineer No. 1023, Registered Public Surveyor No. 222, do hereby certify that I am a duly Licensed and Registered Professional Engineer and Public Surveyor. I made the survey represented by the plat on which this is inscribed, on the ground, according to law, and this plat does truly represent the property in question. I certify that I set on from 1988 to 1989.

*Lewis Donaghy*  
Lewis Donaghy, Registered Professional Engineer No. 1023  
Public Surveyor No. 222  
P.O. Box 70 - Newalls, Texas  
Telephone 254-6571 or 251-7373



PLAT OF  
SOUTH OAKS VILLAGE SECTION TWO  
OUT OF  
SUR. NO. H33, C.C.S.D. & R.G.N. & R.C. Co. AND  
SUR. NO. 399, JOHN BLOOM  
IN KERR COUNTY, TEXAS  
SCALE 1" = 100 FT.  
AUGUST 25, 1977



