

line of vegetation or the right of access to that area or easement along and across that area.

10. In addition, this conveyance is made specifically subject to the following reservations, restrictions and exceptions, which shall be covenants running with the land:

- a. There shall be no mining or quarrying of any kind upon the Property.
- b. There shall be no mobile homes of any kind upon the Property.
- c. There shall be no RV's or RV park of any kind upon the Property.
- d. The Property may be subdivided, but no subdivision may result in tracts smaller than 10 Acres.
- e. No improvements may be constructed within 100 feet of the boundary line between the subject property and any property owned by Grantor, their heirs and assigns.

Grantor, as the fee simple owner of the Property, establishes these Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

Grant of Property:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

**Declaration of Restrictive Covenants
For The 189.01-Acre
Guy and Pam Syfert Land, Kerr County, Texas**

Basic Information

Date: May 10, 2013

Declarant: Guy N. Syfert and Pamela Syfert, husband and wife

Declarant's Address:

Guy N. Syfert and Pamela Syfert
211 Bear Creek Road
Kerrville, TX 78028
Kerr County

Property: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being 189.01 Acres, more or less, more particularly described by field notes description prepared by Don Voelkel, RPLS No. 3990, dated June 14, 2012, attached hereto as "Exhibit A" and incorporated herein for all purposes.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Guy N. Syfert and Pamela Syfert, husband and wife

"Easements" means Easements within the Property for utilities, drainage, and other purposes which are currently of record, or which are created in any instrument of conveyance for any subsequently conveyed tract, or which may be shown on any subsequently surveyed tract which is conveyed out of the herein described tract.

"Lot" means each tract of land which is derived from or part of the herein described 189.01 Acre tract of land.

"Owner" means every record Owner of a fee interest in a Lot.

"Residence" means a building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a

number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including but not limited to, a fence, wall, tennis court, swimming pool, garage, guest house, barn, shed, outbuilding, or recreational equipment.

"Subdivision" means the Property described in this Declaration. Although the term "subdivision" is used herein, it is contemplated that neither the Property nor any Lots which may be subsequently conveyed by Declarant out of the Property are or will be required by law to be platted or submitted to any governmental entity for approval, and therefore there is no plan to file a plat for approval with any governmental authority. Nothing herein shall be deemed to prohibit Declarant or any Lot Owner from seeking government approval for a subdivision of the Property or any Lot, if desired by the Declarant or any Owner, or if required by law, so long as the subdivision and platting does not violate the terms of this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision and every Lot in the Subdivision is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Exceptions and Easements

1. Any Exceptions, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. Unless otherwise provided in a particular instrument or conveyance, an Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do

not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.
5. No Plat of the Property is required to be approved by any governmental authority, and no plat of the Property has been approved by any governmental authority. The "Subdivision" is not recognized as an approved subdivision by any authority.

C. Use and Activities

1. *Permitted Uses.* A Lot may be used only for
 - a. Residential. Only one Residence, for use by a Single Family, together with any Structures allowed in this Declaration, may be constructed upon each Lot. However, for Lots greater than twenty (20) Acres, one Single-Family Residence may be constructed for every 10 acres contained in the Lot.
 - b. Recreational. Each Lot may be used for non-commercial recreational purposes.
 - c. Ranching, livestock, and other animals. Dogs, cats or other common household pets may be kept in reasonable numbers. Livestock reasonable in number in relation to the supportability of the land, with feeding of the livestock limited to ordinary seasonal supplementation.
 - d. Agricultural purposes.
 - e. Hunting. Non-commercial hunting by means of archery or shotgun only. All blinds and feeders shall be at least one hundred feet (100') from any property line.
2. *Prohibited Activities.* Prohibited activities are -
 - a. any activity that is otherwise prohibited by this Declaration;
 - b. any illegal activity;
 - c. any nuisance or noxious, profane or offensive activity;

- d. any dumping of rubbish or garbage. The storage and/or dumping and/or collection of trash or junk on any Lot is prohibited. Household and agricultural trash, waste and garbage shall be kept in sanitary containers and removed regularly. There shall be no burning of trash or garbage.
- e. any outdoor storage or parking of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. inoperable vehicles, equipment or other machinery.
 - iii. the following commercial or commercial-type vehicles, which are prohibited on any Lot: eighteen-wheel tractor-trailers, semi - trailers, semi-truck rigs, truck tractors, dump trucks, tow trucks or any similar style commercial vehicles.
 - iv. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of oil, gas or other minerals, or any quarrying or mining operation of any kind. However, movement of earth for purposes of improvements to the land, landscaping, construction of lakes, ponds, or stock tanks shall be permitted, so long as allowed by law and so long as no damage results to any other land.
- g. any commercial, retail, industrial or professional activity, except reasonable home office use;
- h. leasing of hunting rights. No Owner may lease any Lot or portion of any lot for the purpose of hunting.
- i. the display of any sign except –
 - i. signs advertising the Lot for sale.
 - ii. political signage not prohibited by law;
 - iii. a typical residential mailbox or gateway sign announcing the name and address of the owner and/or name of the property;
- j. installing, placing or parking of a mobile home, manufactured home, manufactured housing, pre-fabricated housing, modular home, motor

home, or house trailer on a Lot;

- k. moving a previously constructed house onto a Lot, whether new or used, and whether in one unit or in pieces that must be re-assembled;
- l. diverting a drainage pattern or the natural flow of surface water which causes any excessive drainage onto any other Lot within the subdivision;
- m. any outdoor musical performance or use of loudspeakers or other sound amplification that creates an unreasonable level of noise.
- n. any commercial breeding facility or kennel for raising dogs for sale or commercial boarding of pets. No swine shall be permitted on any Lot. No commercial feeding or feed lot of any nature will be permitted on any Lot. No commercial henhouse or facility for raising of turkeys or other poultry. No predatory, dangerous, environmentally harmful or illegal exotic animals shall be permitted on any Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done by man or beast which may be or may become an annoyance or nuisance to the owners of any Lot. All animals and livestock must be kept in fenced areas, and shall not be allowed to wander upon other Lots, except by permission of the other Owners. Manure and other waste products must be buried, removed, or neutralized if the odor becomes obnoxious to any other Owner.
- o. placement or erection of communication towers of any kind on any Lot (other than personal antennae and satellite dishes as restricted below.)

D. Construction and Maintenance Standards

1. Lots

a. *Certain Subdivision Prohibited.* No Lot may be further subdivided unless each of the resulting Lots is greater than ten (10) acres, each of the resulting lots has no more than one Residence per 10 Acres, and the subdivision complies with all applicable laws and the Owner obtains government approval, if required by law.

b. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. Residences and Structures

- a. *Required Area.* The total area of a Residence, exclusive of porches, breezeways, terraces, patios, garages, or carports, must be at least 2,000.00 square feet. The total area of a guest house, barn, or other outbuilding, except well houses, must be at least 1,000 square feet.
- b. *Construction materials.*
 - i. Residences and Guest homes shall:
 - (A) be constructed of new materials (materials not previously incorporated into any structure);
 - (B) have at least 75% of its exterior in masonry materials (rock, stucco or brick);
 - ii. Barns and other Outbuildings shall:
 - (A) be constructed of new materials (materials not previously incorporated into any structure);
 - (B) be constructed of metal, wood or masonry (rock, stucco, or brick).
 - iii. Fences: All fences installed on any Lot as a perimeter fence along property lines shall be constructed of the following materials
 - (A) Masonry Wall,
 - (B) Cedar Post with Wire,
 - (C) Steel Pipe with Wire or
 - (D) Wood Posts with Wire.
 - (E) No privacy fence (except for masonry walls) shall be placed around the perimeter of any Lot.
 - (F) No chain link fence shall be placed around the perimeter of any Lot.
- c. *Location on Lot.*
 - i. Building Setback Lines. There shall be a building setback line of one hundred feet (100') from the Property's boundary which fronts on Bear Creek Road. Additionally, there shall be a building setback line of fifty feet (50') from every Lot line other than the Bear Creek frontage. (There may be additional setbacks arising from existing property line agreements and easements outside of these restrictions.)
 - ii. No Residence or Structure may be located closer to any boundary

line than the applicable setback.

- d. *Garages.* Each Residence must have at least a two-car garage , either attached to the Residence or detached from it. If detached, the garage must be constructed of metal, wood, or masonry (rock, stucco or brick.)
- e. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 60 days and the Lot restored to a clean and attractive condition.
- f. *Antennae.* No antenna, satellite dish, or associated wires may exceed 10 feet above the roof of the house, barn or outbuilding.
- g. *Temporary Structures:* No structure of a temporary character, including but not limited to a tent, shack, garage, barn or other outbuilding or trailer, mobile home, house trailer, recreational vehicle, truck camper, storage bin, or similar facility shall be used on any Lot at any time as a temporary or long term residence or storage facility, except that permanent guest homes, barns or outbuildings may be used as a temporary residence during the construction period of the Residence (12 months).
- h. *Completion of Construction:* The entire exterior of any Residence constructed on any Lot must be completed within twelve (12) months after the commencement of the work or placing of materials on the Lot, whichever occurs first. Within twelve (12) months of commencement of construction or upon the completion of construction, whichever occurs first, all excess building materials must be removed from the lot after the completion of construction, or stored inside of a structure or be out of view of every other Lot and the public roadway.
- i. *Landscaping.* Landscaping shall be maintained in a neat and trim condition.
- j. *Water Wells.* Any water well drilled on any Lot shall meet the approval of all governmental authorities and agencies having jurisdiction. All pumps, pressure tanks and water treatment equipment must be enclosed within a structure meeting construction standards for outbuildings.
- k. *Septic Systems:* Individual sewage disposal systems shall be located, constructed and equipped in compliance with the rules and regulations of all governmental authorities and agencies having jurisdiction. No outside toilets or privies shall be permitted on any Lot. All toilet facilities, kitchen

sinks, washing machines, bathroom drains, etc. shall be connected to a septic tank or sewage collection line meeting the approval of all County and State Health Authorities and complying with all such regulations.

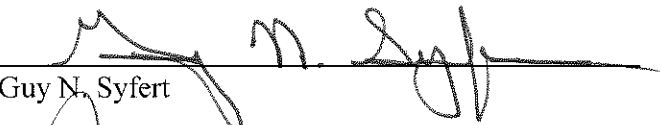
1. *Utility Easements:* There is hereby reserved unto the Lot Owners within the subdivision, and the Owner of every Lot, by accepting a deed of land in this subdivision, hereby grants to each Owner of a Lot in the subdivision, a 20-foot wide non-exclusive utility easement along all property lines of each Lot, except as follows: for each of those Lots with a one hundred foot-wide lane intended as access to Bear Creek Road, no easement inside the one-hundred foot lane; for all property lines running along and adjacent to Bear Creek Road, a fifteen-foot easement co-extensive with and subordinate to an existing Kerrville Telephone Company easement), for the use and benefit of all Lot owners in the subdivision, for the purpose of the providing of utility services to all Lots. All utilities of every kind, whether within the areas dedicated in this provision or in other locations in subsequently granted easements, shall be placed underground, except that above-ground utilities may be placed within the Easements along the outer perimeter of the Subdivision Property. Declarant and each Lot Owner, by virtue of this retained Easement, may grant permission, license and easement to utility service providers to locate and own utility facilities within the dedicated easement.

E. General Provisions


1. *Term.* This Declaration runs with the land and is binding in perpetuity upon the Owner of every Lot, their heirs, successors and assigns.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver. Declarant may enforce these covenants and restrictions on account of Lots still owned by Declarant or on behalf of the entire subdivision, but is not obligated to do so.
3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of the Owners of 75% or more of the acreage in the Subdivision.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this

Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.



Guy N. Syfert

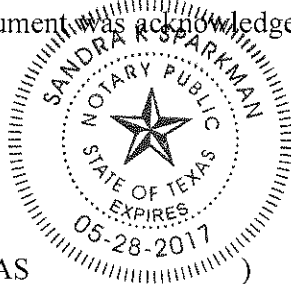


Pamela Syfert

STATE OF TEXAS)

COUNTY OF KERR)

This instrument was acknowledged before me on May 10, 2013, by
Guy N. Syfert.



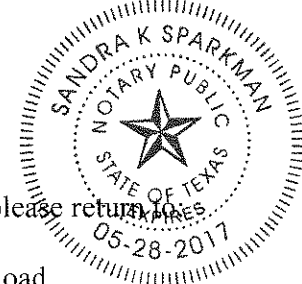


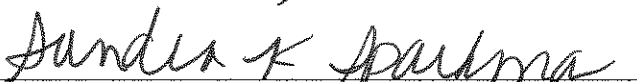
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF KERR)

This instrument was acknowledged before me on May 10, 2013, by
Pamela Syfert.





Notary Public, State of Texas

After recording, please return to:
Guy N. Syfert
211 Bear Creek Road
Kerrville, TX 78028

"EXHIBIT A"
TO DECLARATION OF RESTRICTIVE COVENANTS

FIELD NOTES DESCRIPTION FOR 189.01 ACRES OF THE
GUY SYFERT LAND ON BEAR CREEK ROAD IN KERR
COUNTY, TEXAS

Being all of a certain tract or parcel of land out of L. W. Long Survey No. 138, Abstract No. 226, in Kerr County, Texas; part of 384.71 acres conveyed to Guy Syfert, et al, from Eat 2002-017, L.L.C. by a Special Warranty Deed executed the 28th day of March, 2003 and recorded in Volume 1260 at Page 551 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a ½" iron stake found in the northwest right-of-way line of Bear Creek Road, a public road, for the south corner of the herein described tract and said 384.71 acres, the east corner of 52.00 acres conveyed to Robin M. Hansen Jackson, et al, from Terry W. Seidel by a Warranty Deed with Vendor's Lien executed the 30th day of July, 1993 and recorded in Volume 704 at Page 627 of the Real Property Records of Kerr County, Texas; which point bears, approximately, 9195 ft. S.45°14'42"W. from the east corner of said Survey No. 138;

THENCE, with the common line between said 384.71 acres and said 52.00 acres, N.31°19'15"W., at 10.2 ft. passing a three-way fence cornerpost, then along a fence for a total distance of 2007.24 ft. (N.31°20'49"W. 2006.82 ft.) to a three-way cornerpost for the west corner of the herein described tract and said 384.71 acres, the north corner of said 52.00 acres, in the southeast line of 420.02 acres conveyed to Larry D. Smith, Jr., et al, Nick H. Shannon, et al, by a General Warranty Deed executed the 7th day of December, 1993 and recorded in Volume 724 at Page 512 of the Real Property Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 384.71 acres and said 420.02 acres: N.45°10'08"E. 749.96 ft. (N.45°04'35"E. 751.66 ft.) to a three-way fence intersection; and N.45°08'21"E. (N.45°08'26"E.) 3212.04 ft. to a ½" iron stake set for the north corner of the herein described tract, the west corner of a certain 100.00 acre tract out of said 384.71 acres;

THENCE, upon, over and across said 384.71 acres with the southwest line of said 100.00 acres, S.45°44'44"E., at approximately 1946.5 ft. crossing a fence, then continuing for a total distance of 1958.00 ft. to a ½" iron stake set in the southeast line of said 384.71 acres, the northwest right-of-way line of said Bear Creek Road;

THENCE, with the southeast line of said 384.71 acres, the northwest right-of-way line of said Bear Creek Road, approximately ten (10) ft. southeast of and generally parallel with a fence, S.45°13'31"W. (S.45°12'54"W.) 4462.17 ft. to the PLACE OF BEGINNING containing 189.01 acres of land, more or less, within these metes and bounds; INCLUDING approximately 1.08 acres within the fenced right-of-way of said Bear Creek Road along the southeast line of said 189.01 acres.

I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as stated. (Bearing basis = True north based on GPS observations)

Dates surveyed: January 16 – 22, 2008
May 16 & 21, 2012

Dated this 14th day of June, 2012



Don W. Voelkel
Registered Professional Land Surveyor No. 3990




FILED AND RECORDED
At 124 o'clock P M
STATE OF TEXAS
COUNTY OF KERR



MAY 13 2013

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

 Deputy