

VILLAGE GLEN, SECTION TWO

RESTRICTIONS

Volume 246, Page 127, Deed Records of Kerr County, Texas; Volume 6, Page 240, Plat Records of Kerr County, Texas; Volume 799, Page 682, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement to L.C.R.A., dated May 21, 1959, recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
- Right Of Way and Easement to Kerrville Telephone Company and L.C.R.A., notarized on October 27, 1978, recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.
- Right Of Way Easement to Central Texas Electric Cooperative, Inc., dated October 1, 1984, recorded in Volume 21, Page 548, Easement Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Plat recorded in Volume 6, Page 240, Plat Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

VILLAGE GLEN, SECTION TWO COVENANTS, CONDITIONS AND RESTRICTIONS

1. **SINGLE FAMILY DWELLING.** No structure shall be erected, placed, altered or permitted to remain on any of the Lots other than one detached single-family dwelling. A storage room or utility room may be erected on any of the Lots only after or simultaneous with the erection of a dwelling thereon. No storage or utility building shall be more than one story in height. At the time of the erection of a dwelling on any Lot, an enclosed garage (with closeable doors) attached to the main residence building sufficient to store two cars shall be permanently erected thereon. Such garage shall be maintained as such and no such garage shall be permanently closed in, altered or remodeled so that it is not available for the storage of two cars therein in connection with the residential use of such property. A detached two-car garage may be erected with prior approval of the Architectural Control Committee.
2. **ARCHITECTURAL CONTROL COMMITTEE.** No building shall be erected, placed, or altered on any Lot, until the building plans and specifications (and a plat showing the location of such building) shall have been approved, in writing, as to quality of workmanship and material conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished elevation, by the Architectural Control Committee, in its sole discretion, (the 'Committee'). The initial three (3) person Committee shall be composed of Reagan Lehmann, Carroll Smith and Dell Toelkes, of Kerrville, Texas. In the event of a resignation or refusal to serve of any committee member, then a successor representative shall be designated by a majority of the members of the Committee. A majority vote of the Committee members shall control all the decisions. Plans and specifications may be submitted to the Architectural Control Committee by mail or delivery to Reagan Lehmann at 998 Sidney Baker South, Kerrville, Texas 78028, or as otherwise directed. If the Committee, or its designated representative, if any, in its sole discretion, fails to approve or disapprove such plans, specifications and locations within thirty (30) days after such plans and specifications have been submitted to it, and if no suit to enjoin the erection such building or the making of such alterations has been commenced prior to the completion thereof, then such approval will not be required and this covenant shall be deemed to have been fully satisfied. The architectural Control Committee shall perform all its actions, or decisions not to act, in its sole discretion, and shall have no liability to any lot owner, or third party, for its actions or decisions not to act. The powers and duties of the Committee and the requirements of this covenant shall cease on and after March 1, 2015, provided, however, that at any time the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to extend the period during which the Committee shall exercise the powers and duties herein defined. The Committee shall not be entitled to any compensation for services performed pursuant to this covenant, nor will the Committee be liable for damages, claims or causes of action arising out of services performed pursuant to this Declaration. All restrictive covenants and conditions herein shall apply to future remodeling of buildings, and to rebuilding in case of destruction by fire or elements.
3. **MINIMUM SIZE AND MASONRY CONSTRUCTION.** The minimum floor area of the main structure of dwellings erected, placed or permitted to remain on any Lot, exclusive of porches and garages, shall be not less than 2,000 square feet. The outer walls of the main residence building constructed on any of such Lots shall be composed entirely of rock, brick or stucco. All footings, pier's and foundations of the main residence on any such Lot shall be concrete or masonry construction.
4. **BUILDING LOCATION.** Any buildings on the Lots shall be located on the Lot to comply with the setback requirements of the City of Kerrville.

COVENANTS, CONDITIONS AND RESTRICTIONS

VILLAGE GLEN, SECTION TWO

5. EASEMENTS The use of easements as shown on the recorded plat is granted to the utility companies for the purpose of drainage, sanitary and storm sewer lines; the location of gas, water, electricity and cable television lines; the location of telephone lines and conduits, and the maintenance thereof. Within these easements, no structure or other obstruction shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction, or flow of water through drainage channels in the easements.
6. DRIVEWAYS All driveways on the Lots shall be surfaced with exposed concrete. All aprons shall also be surfaced with concrete. Driveway locations shall be submitted in writing to the Architectural Control Committee for approval at the same time the plans and specifications are presented under Article 2.
7. BOATS, TRAILERS, ETC. PARKING. No boats, trailer or camper, mobile home, motor home (recreational vehicle) or trailer shall be parked for storage on the Lot, or in the driveway of the Lot, for more than seventy-two (72) hours out of a ten (10) consecutive day period. No street parking shall be allowed except for twenty-four (24) hour guest and maintenance parking. The responsibility of the enforcement of this Article rests with the Lot Owners.
8. ANTENNAS AND SATELLITE DISHES. No antennas (other than television antennas), satellite dishes or other telecommunication devices are to be erected on the premises or rooftops of a residence without the prior written approval of the Architectural Control Committee.
9. SUBDIVISION LOTS No Lot, as that term is defined herein, may be re-subdivided by the Owner, provided however, subject to the approval of any and all governmental agencies having jurisdiction thereof. Declarant hereby reserves the right, at any time while it is the Owner thereof to re-subdivide and replat any Lot without consent of any other Owner, and each such Owner expressly waives any notice of, and any right to consent to, any such re-subdivision, replat, modification or waiver, as herein set forth without any notice to, or consent of, any such Owner. Further, each Owner, expressly waives any rights such as Owner may have to notice of, consent to or approval of any such re-subdivision or replat, under any applicable laws, ordinances, rules or regulations.
10. FENCES, WALLS AND HEDGES (FRONT). No fence, wall, or hedge shall be erected, placed or altered on any Lot nearer to the front street than the setback line of the respective Lot, except that retaining walls of not over six (6) inches above grade shall be permitted; and no such fence or wall shall exceed four (4) feet in height above ground level. No chain link fence shall be allowed unless approved by the Architectural Control Committee.
11. FENCES, WALLS AND HEDGES (REAR). No fence or wall shall be erected, place or altered on the side of any residence or the rear of any Lot, that shall exceed six (6) feet in height. No chain link fence shall be allowed unless approved by the Architectural Control Committee.
12. NUISANCE OR COMMERCIAL ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial activity, other than the leasing of the residence, shall be conducted on any Lot. The Committee may determine, in its sole discretion, noxiousness, offensiveness or commercial activity, and its decision shall be conclusive on all parties.

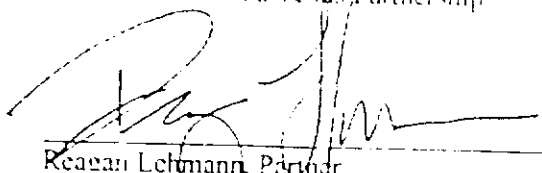
13. **BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE.** No building previously constructed elsewhere shall be moved onto any Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence, either temporarily or permanently.
14. **SIGNS.** No sign or advertising devise may be displayed on any Lot except in the event of a sale. There may be one (1) 'for sale' sign containing no more than five (5) square feet unless otherwise prohibited by City of Kerrville ordinance.
15. **NO LIVESTOCK OR POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any such Lot except two (2) cats and/or two (2) dogs may be kept provided that they are not kept, bred or maintained for any commercial purposes.
16. **NO TRASH.** No trash, ashes or other refuse may be thrown or dumped on any vacant Lot.
17. **LOT MAINTENANCE.** Grass, weeds and vegetation on each Lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot. Until a residence is built on a Lot, Declarant, may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary, in its judgement, and have dead trees, shrubs and plants removed from the Lot and owner of such Lot shall be obligated to reimburse Declarant for the cost of such work.
18. **COVENANTS RUN WITH LAND.** The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until March 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than seventy-five percent (75%) of the then record owners of the Lots covered hereby (each Lot having one vote regardless of the number of owners of that Lot) has been recorded agreeing to change said covenants in whole or in part. The covenants and restrictions of this Declaration may be amended, prior to March 1, 2015 by an instrument signed by not less than ninety percent (90%) of the Owners of the Lots and filed of record with the County Clerk of Kerr County, Texas.
19. **ENFORCEMENT OF RESTRICTIONS.** If any of the Owners of the Lots, or their successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for Declarant, its successors and assigns, or any person or persons owning any Lots covered hereby, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.
20. **INVALIDATION OF COVENANT.** The invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

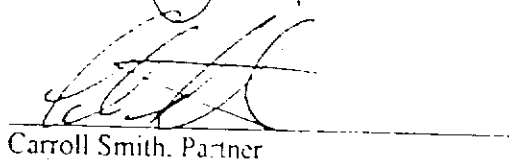
COVENANTS, CONDITIONS AND RESTRICTIONS

VILLAGE GLEN, SECTION TWO

IN WITNESS THEREOF, the undersigned, being the Developer herein, has hereto set its hand this 23rd day of May, 1995

VISTA HOMES, a Texas Partnership


Reagan Lehmann, Partner


Carroll Smith, Partner

FILED FOR RECORD

at 3:29 PM on May 23, 1995

MAY 23 1995

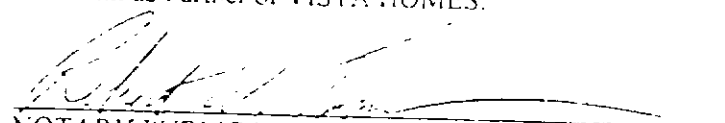
PATRICIA DYE

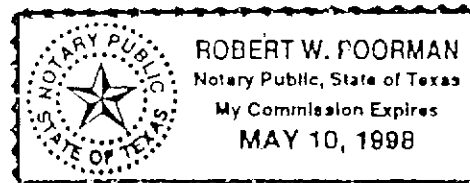
Notary Public, State of Texas
My Commission Expires May 10, 1998

THE STATE OF TEXAS

THE COUNTY OF KERR

This instrument was acknowledged before me on this the 23rd day of May, 1995, by Reagan Lehmann as Partner of VISTA HOMES.


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____



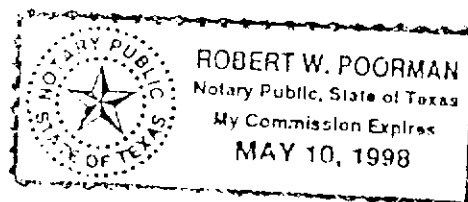
THE STATE OF TEXAS

THE COUNTY OF KERR

This instrument was acknowledged before me on this the 23rd day of May, 1995, by Carroll Smith as Partner of VISTA HOMES.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____

Return to:



Provisional herein which restricts the 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 File Number Sequence on the date and at the time stipulated hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

MAY 23 1995



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *777* PG. *682*

RECORDING DATE

MAY 23 1995



Patricia Dye
COUNTY CLERK, KERR COUNTY

811491

RESTRICTIONS

VOL: 246 PAGE 127

THE STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WALTON J. WENZEL, Individually and as Independent Executor of the Estate of Walter A. Wenzel, Deceased, ERMA YOSS WENZEL, Individually and as Independent Executrix of the Estate of Walter A. Wenzel, Deceased, DELORES WENZEL BLASER, CHARLOTTE WENZEL MANGUM, and JACK L. REYNOLDS, are the owners of the following described property located in Kerr County, Texas:

129.7631 acres of land out of Survey No. 1862, Abstract No. 1435, J. D. Leavell, more particularly described in Deed from Hazel Evertson to Walter Wenzel recorded in Volume 152, Page 118, Deed Records of Kerr County, Texas, out of which such 129.7631 acre tract 34.06 acres being conveyed to Jack L. Reynolds subject to these Restrictions; and,

All of the land still owned by the Wenzel Grantors out of the original 460 acres conveyed to Walter A. Wenzel from Elizabeth Ann Marks, et vir, in the F. Lara Survey No. 123, by Deed recorded in Volume 85, Page 107, Deed Records of Kerr County, Texas; and,

WHEREAS, it is deemed to be in the best interest of all owners and future owners that there be established certain restrictions on use;

NOW, THEREFORE, know all men by these presents, that the said owners that the property described above shall be held, transferred, sold and conveyed, improved, and occupied subject to the covenants, conditions, restrictions and easements as hereinafter set forth, which shall run with the land and be binding upon all parties having any interest therein.

1. No mobile home, double wide, or the like, shall ever be located upon said land. In addition, no travel trailer, camper, or any other structure shall ever be occupied as living quarters, nor located permanently upon the land. Except, however, the said Wenzel owners may locate one (1) mobile home for their personal use only.

2. Except for the commercial exceptions listed hereinafter, the land shall be used only for residential purposes.

3. The commercial exceptions to residential use are as follows: Agricultural and ranching purposes, except, however, no swine shall ever be kept upon the land; any use permitted by R 3 Zoning Ordinance of the City of Kerrville; uses incident to the conduct of the business of a nursing home or retirement center; neighborhood businesses located on main thoroughfares and located on the extremities of any residential development, such as drive-in groceries, professional offices and the like. No manufacturing, industrial or warehousing use shall ever be permitted.

4. No use shall be permitted which results in substantially increased traffic, noise, smoke, run-offs, discharge, or which, in any manner, disturbs or lessens the use of, the land for peaceful residential purposes.

5. No structure, either for residential use, or for a permitted commercial use, (except out-buildings, barns and the like), shall contain less than 1,200 square feet of heated and cooled area.

6. The owners listed herein and future owners, or any one of them, shall have the right to enforce these restrictions by any proceeding, at law or in equity. A purchaser under a Contract of Deed shall be deemed to be an "Owner". It shall never be necessary to prove irreparable injury for enforcement of these restrictions. Any person held to be in violation of these restrictions, shall also pay to the enforcer those attorney's fees and expenses reasonably and necessarily expended for the enforcement hereof.

SIGNED this the 23rd day of MAY, 1981.

Walter J. Wenzel
WALTON J. WENZEL, Individually
and as Independent Executor of
the Estate of Walter A. Wenzel,
Deceased.

Erma Yoss Wenzel
ERMA YOSS WENZEL, Individually
and as Independent Executrix of
the Estate of Walter A. Wenzel,
Deceased.

Delores Wenzel
DELORES WENZEL, Deceased
By WALTON J. WENZEL,
Attorney-In-Fact

Charlotte Wenzel Mangum
CHARLOTTE WENZEL MANGUM
By WALTON J. WENZEL,
Attorney-In-Fact

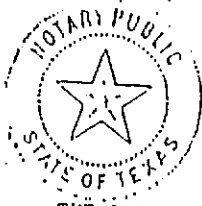
Jack L. Reynolds
JACK L. REYNOLDS

THE STATE OF TEXAS I
COUNTY OF KERR I

VOL 246 PAGE 129

Before me, the undersigned authority, on this day personally appeared WALTON J. WENZEL, 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, and in the capacities therein stated.

Given under my hand and seal of office this the 23rd day of MARCH, 1981.

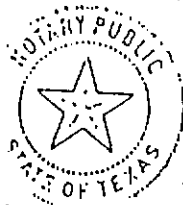


THE STATE OF TEXAS I
COUNTY OF KERR I

Thomas M. Myers
Notary Public in and for
Kerr County, Texas
THOMAS M. MYERS
EXPIRES 1-9-85

Before me, the undersigned authority, on this day personally appeared ERMA YOSS WENZEL, 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, and in the capacity therein stated.

Given under my hand and seal of office this the 23rd day of MARCH, 1981.

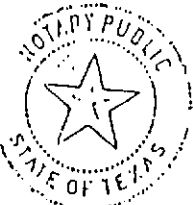


THE STATE OF TEXAS I
COUNTY OF KERR I

Thomas M. Myers
Notary Public in and for
Kerr County, Texas
THOMAS M. MYERS
EXPIRES 1-9-85

Before me, the undersigned authority, on this day personally appeared JACK L. REYNOLDS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 23rd day of MARCH, 1981.



Thomas M. Myers
Notary Public in and for
Kerr County, Texas
THOMAS M. MYERS
EXPIRES 1-9-85

Rc # 811491

Restriction

Walton J. Wenzel
Indiv. et alto
Sh. Rabbie

FILED FOR RECORD

at 4:55 o'clock P.M.

MAR 23 1981

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By ~~Christine J. Williams~~ Deputy

Return to:

Jack Reynolds
Hilltop Village
Hilltop Circle
Reedville, TX 75084Filed by:
KERR COUNTY ABSTRACT CO., INC.Filed for record March 23, 1981 at 4:55 o'clock P.M.
Recorded March 26, 1981
EMMIE M. MUENKER, Clerk

By Betty J. Loney Deputy

