

VILLAGE WEST IND PK (ALL)

(Category: RESTRICTIONS)

Volume 283, Page 251 and Volume 287, Page 232 and Volume 301, Page 273, Deed Records of Kerr County, Texas; Volume 307, Page 98, Deed Records of Kerr County, Texas; Volume 5, Page 27 and Volume 5, Page 315, Plat Records of Kerr County, Texas; (Volume 1068, Page 811, Real Property Records of Kerr County, Texas ADD FOR PHASE 4 ONLY), 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.

VILLAGE WEST INDUSTRIAL PARK (ALL PHASES)

(Category: Subdivisions)

- a. Easement dated April 12, 1947, to L.C.R.A., recorded in Volume 82, Page 144, Deed Records of Kerr County, Texas. (SURVEY 125 ONLY; Land in 1063/891 partially released)
- b. Easement dated February 5, 1947, to L.C.R.A., recorded in Volume 81, Page 427, Deed Records of Kerr County, Texas. (LOTS ALONG HWY. 27 ONLY)
- c. Easement dated May 23, 1947, to L.C.R.A., recorded in Volume 82, Page 342, Deed Records of Kerr County, Texas. (SUR.126-Phase 3 only)
- d. Easement dated June 3, 1948, to L.C.R.A., recorded in Volume 1, Page 113, Easement Records of Kerr County, Texas. (Survey 126-Phase 3 only)
- e. Easement dated January 27, 1950, to L.C.R.A., recorded in Volume 1, Page 225, Easement Records of Kerr County, Texas. (SURVEY 125 ONLY; land in 1063/891 partially released)
- f. Easement dated April 25, 1951, to L.C.R.A., recorded in Volume 2, Page 459, Easement Records of Kerr County, Texas. (SURVEY 125 ONLY; land in 1063/891 partially released)
- g. Right Of Way Easement dated January 28, 1970, to L.C.R.A., recorded in Volume 6, Page 23, Easement Records of Kerr County, Texas. (SURVEY 125 ONLY)
- h. Easement dated May 19, 1971, to L.C.R.A., recorded in Volume 6, Page 385, Easement Records of Kerr County, Texas. (SURVEY 125 ONLY)
- i. Building Set Back Lines and Utility Easement as per plat dated September 7, 1983, recorded in Volume 5, Page 27, Plat Records of Kerr County, Texas. (FIRST SECTION ONLY)
- j. Building Set Back Lines as per the Restrictions recorded in Volume 283, Page 251 and Volume 307, Page 98, Deed Records of Kerr County, Texas, and (FOR PHASE 4 ONLY ADD) Volume 1068, Page 811, Real Property Records of Kerr County, Texas.
- k. Sanitary Control Easement reserved in instrument dated November 1, 1985, recorded in Volume 287, Page 232, Deed Records of Kerr County, Texas; said instrument having been corrected by Amended Covenants dated August 7, 1984, recorded in Volume 301, Page 273, Deed Records of Kerr County, Texas. (AS PER BLOCK 7, PHASE TWO, SECTION TWO IN PLAT 5/245 ONLY)

- l. Easements as per the Plat recorded in Volume 7, Page 49, Plat Records of Kerr County, Texas. (AS PER PHASE 4 ONLY)
- m. Any visible and/or apparent roadways or easements over or across the subject property.
- n. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

VILLAGE WEST INDUSTRIAL PARK

837850

PHASE I

RESTRICTIVE COVENANTS

VOL:283 PAGE 251

PREAMBLE. In order to carry out a general plan of development of a certain 20.73 acres, more or less, tract of land, known as VILLAGE WEST INDUSTRIAL PARK, PHASE I, the Plat of which subdivision is of record in Volume 5, Page 27, of the Plat Records of Kerr County, Texas, to which Plat and its record reference is here made for all purposes (hereinafter sometimes referred to as "Subdivision"), and in order to promote the construction of desirable structures in said subdivision, to insure harmony in the character of such buildings in connection therewith, to maintain the suitability of said subdivision for its industrial and/or commercial purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser and owner of a tract or parcel of land in said subdivision, the following restrictive covenants are hereby imposed upon the entire 20.73 acres tract of land located within said subdivision and upon the tract of land described in the deed or instrument attached and annexed hereto, and said restrictive covenants are accepted by the grantees upon the premises described in said deed attached hereto, and upon the premises as set forth in these restrictive covenants, such restrictive covenants being as follows, to-wit:

FIRST: These restrictive covenants are to run with the land, and shall be binding upon the grantees and purchasers and all persons claiming under the grantees and purchasers, until the year 2008, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the tracts or parcel of land in said subdivision it is agreed to change said restrictive covenants in whole or in part.

SECOND: These restrictive covenants shall be enforceable as provided by law, and shall, in addition thereto, be specifically enforceable by injunctive action brought by or on behalf of any one or more of the owners of any of the tracts in said subdivision.

THIRD: All lots in Blocks 1, 2, 3, 4, and 5 of this subdivision shall be used only for industrial and/or commercial purposes, and shall not be used for residential purposes of any character except as may be necessary and incidental to the primary industrial and/or commercial purpose. Developers reserve the right to develop any adjacent lands owned by the Developers in any manner Developers desire.

FOURTH: All of the lots in Blocks 1, 2, 3, 4, and 5 in said subdivision shall not be resubdivided.

FIFTH: Owners/developers, WILLIAM IRVIN HENDERSON and wife, GWEN HENDERSON, and their heirs, executors, administrators, successors and assigns shall, and do hereby retain the right to approve or disapprove, in writing, of any building, structure, fencing, landscaping or any other type of improvement costing \$1,000.00 or more, which may be placed on any lot within this subdivision until at least 80% of all lots are sold by said owners/developers or their heirs, successors, administrators and executors, at which time any owner of one or more lots within this subdivision may lawfully bring

proceedings at law or in equity against the person, persons, company, firm or association violating or attempting to violate any of these restrictive covenants placed on this subdivision and may prevent said party or parties from so doing or to recover damages or other dues for such violations for the benefit of any owners of sites within said subdivision as their interest may appear. The approval of the owners/developers shall not be unreasonably withheld, however.

SIXTH: All builders and contractors of any improvement costing \$1,000.00 or more, upon any site within this subdivision, shall submit complete plans and specifications of any such proposed improvement to owners/developers, and obtain such owners/developers written approval prior to beginning construction of any such improvement. Again, such written approval shall not be unreasonably withheld.

SEVENTH: Each lot owner and/or occupant in said subdivision shall maintain 1,400 sq. ft. of their lot in a landscaped form.

EIGHTH: All toxic or detrimental material shall be disposed of off site by each and every lot owner and/or occupant in this subdivision. Such waste disposal shall always be made in compliance with all laws and regulations of any governmental entity.

NINTH: No open burning of trash, garbage, wood, leaves, paper or any other substance will be permitted within the subdivision, by any lot owner, or occupant.

TENTH: No commercial farm animals may be kept on any lot or any part thereof in this subdivision, by any lot owner, or any occupant of any lot in this subdivision.

ELEVENTH: No parking that would block or hinder traffic flow will be allowed within this subdivision. All lot owners shall provide adequate off-street parking and driveway facilities within their own lots. All driveways and parking areas shall be paved, curbed and guttered equal to or better than the then current applicable standards of the said City of Kerrville.

TWELFTH: Temporary buildings or construction office trailers may be used on or in this subdivision only during construction, and not otherwise.

THIRTEENTH: Once construction is commenced on any structure or improvement on any tract in said subdivision, or upon the tract described in the deed attached and annexed hereto, such construction shall be diligently prosecuted, and the duration of said construction shall not exceed two (2) years from the date same is started. Further, once construction is completed, no debris or residue from said construction shall be left, kept or maintained on said premises.

FOURTEENTH: No mobile homes, trailer house, tent or shack shall be placed, erected or permitted to remain on any tract or lot in Blocks 1, 2, 3, 4 or 5 of this subdivision, nor shall any structure of a temporary character be placed or allowed to be left on any such lot in said subdivision except for temporary construction offices or construction office trailers as hereinbefore referred to in paragraph TWELFTH. Mobile homes and trailer houses, irrespective of whether or not the axles and/or wheels have been removed from same, and irrespective of whether or not such mobile home or trailer house has been permanently attached to the land, or set upon a concrete foundation or any other kind of foundation, are also specifically herein prohibited in Blocks 1, 2, 3, 4 and 5 of this subdivision, and shall not be placed nor allowed on any lot in Blocks 1, 2, 3, 4 or 5 of this subdivision.

FIFTEENTH: Each lot owner in this subdivision will connect, at such lot owner's expense, to the water and other utility systems that may be provided by said owners/ developers or their agents or assigns, or any such systems which may be caused to be made available by such owners/developers.

SIXTEENTH: That no structure of any kind shall be constructed or maintained on any tract in said subdivision, nor upon the tract described in the deed attached and annexed hereto, which has more than two (2) stories.

SEVENTEENTH: Fencing (which may be solid construction) or landscaping may be used to screen unsightly operations. However, no perimeter fence shall be constructed or maintained on any tract in said subdivision, nor upon the tract described in the deed attached and annexed hereto, which is in excess of eight (8') feet in height, nor within twenty-five (25') feet of the front line of any lot in this subdivision.

EIGHTEENTH: No building or structure, including all porches, roofs, or other protrusions from said structure shall be built or allowed to be kept, on any lot in this subdivision, that is closer than twenty-five (25') feet from the front or rear lot lines of each said lot, nor within six (6') feet from any other lot boundary lines, except for corner lots in which event no buildings, structures, including all porches, roofs or other protrusions from said structure shall be built or allowed to be kept any closer than fifteen (15') feet from the side lot line of said corner lots.

NINETEENTH: All lot owners in this subdivision shall maintain their respective lots in a clean and neat manner, and no junk or trash will be allowed to accumulate on any such lot.

TWENTIETH: In the event any portion of the provisions hereof shall become invalid, or be held to be invalid, whether by reason of abandonment, waiver, estoppel, or for any other reason, the remainder of the provisions hereof shall remain in full force and effect.

EXECUTED this 13th day of September, A.D. 1983.


WILLIAM IRVIN HENDERSON


GWEN HENDERSON

THE STATE OF TEXAS §

VOL 283 PAGE 254

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM IRVIN HENDERSON, 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 13th day of September, A.D. 1983.

WANDA L. JONES
Notary Public - Kerr County, Texas
Comm. Exp. 12-21-85

Wanda L. Jones
Notary Public in and for
Kerr County, Texas



THE STATE OF TEXAS §

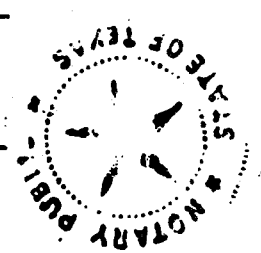
THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared GWEN HENDERSON, 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 this the 13th day of September, A.D. 1983.

WANDA L. JONES
Notary Public - Kerr County, Texas
Comm. Exp. 12-21-85

Wanda L. Jones
Notary Public in and for
Kerr County, Texas



839982

KNOW ALL MEN BY THESE PRESENTS

VOL. 287 PAGE 232

That William Irvin Henderson and wife, Gwen Henderson, being the owners of all of those two (2) certain tracts containing a total of 59.68 acres collectively, formerly known as the Kerr County Commission Co. site out of Survey 125, F. Martinez Survey, in Kerr County, Texas, as described in that deed dated January 4, 1983 from THOMAS W. POLLARD, ET AL, to the Declarants herein which deed is recorded in Vol. 271, P.78 et seq., Deed Records of Kerr County, Texas, do hereby declare such property bound by the hereinafter set out restrictions and covenants and agree that any purchasers and subsequent owners of said tracts or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of two years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive two year periods until the use of water from the well site described on Exhibits "A" and "B" attached hereto and made a part hereof for all purposes, for a public water system ceases for a continuous period of one year, at which time this easement shall become null, void and of no further force and effect.

Enforcement shall be proceedings 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.

Invalidation of any one of these covenants by judgement or court order shall not in any wise affect any of the other provisions which shall remain in full force and effect.

Such restrictions are as follows, to wit:

1. Sanitation control upon all of that area of land of said tract as is included within a 150 foot radius of a proposed deep water well located by the attached exhibit and specifically prohibiting the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cess pools, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described track of land;
2. This sanitation control permits the construction of homes or building upon same, provided, however, that all stock pens, feed lots, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited.
3. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 feet of the proposed well.

IN WITNESS WHEREOF the said owners have executed this instrument this 1st day of December 1983.

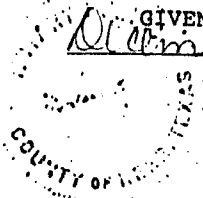
William Irvin Henderson
Owner William Irvin Henderson
Gwen Henderson
Owner Gwen Henderson

THE STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared William Irvin Henderson and Gwen Henderson

known to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of December 1983.



S. J. [Signature]
Notary Public in and for the State of Texas
Kerr County, Texas

Recorded at Kerr County Courthouse, Kerrville, Texas on 6-30-84
My Commission Expires 6-30-84
_____, 19____.

Exhibit "A"

Field Notes

VOL. 287 PAGE 234

for

Well Site

Village West Phase I

Kerr Co., Texas

This tract is the well site for Village West Phase I and is out of the F. Martinez Survey No. 125 Abstract 246, Kerr County, Texas; and more particularly described as follows;

BEGINING at an iron pin set as the Northwest corner of this tract; same being $N45^{\circ}E$ 4817.88' to a Railroad spike found in the West corner of the Henderson property and $N77^{\circ}31'40"E$ 199.91' from the West corner of the F. Martinez Survey No. 125;

THENCE $S80^{\circ}19'W$ 75.0' to an iron pin set as the Northeast corner of this tract;

THENCE $S18^{\circ}57'E$ 75.0' to an iron pin set as the Southeast corner of this tract;

THENCE $N80^{\circ}19'E$ 75.0' to an iron pin set as the Southwest corner of this tract;

THENCE $N18^{\circ}57'W$ 75.0' to POINT OF BEGINING and containing 0.13 acres of land more or less.

I, R.B. Motheral, do hereby certify
that this is a true and accurate survey
of this tract. Said survey was prepared
under my supervision during October 1983.

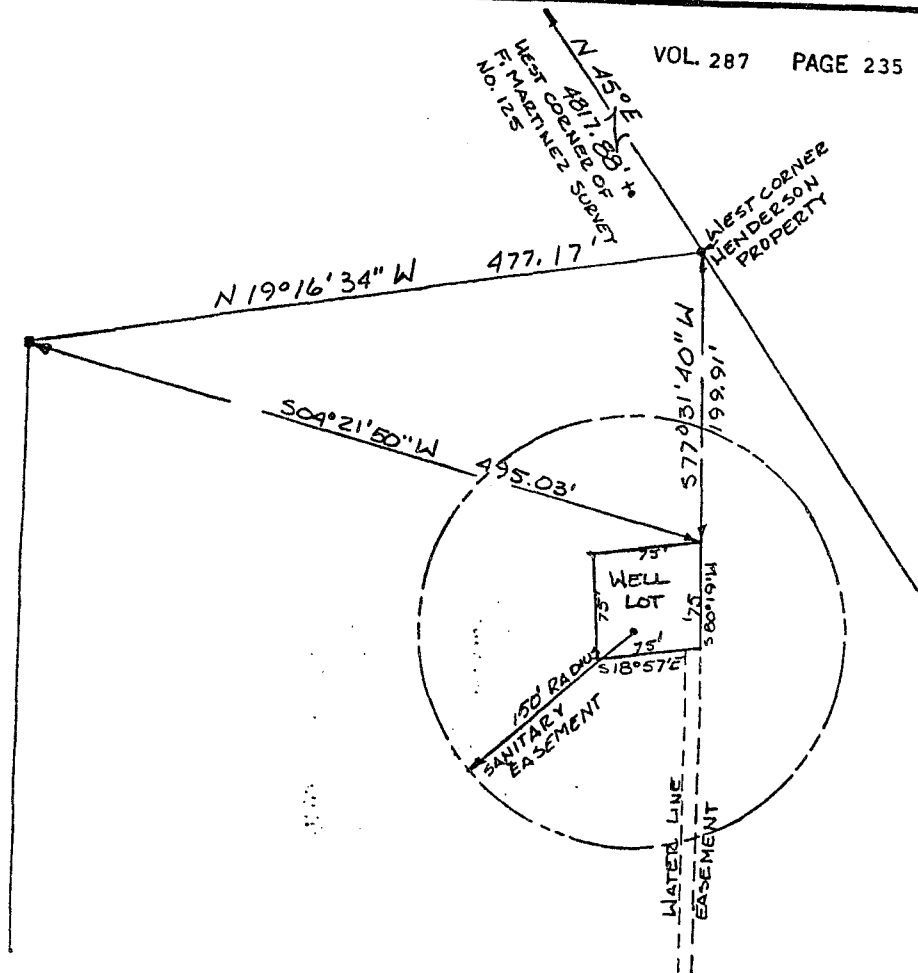


R.B. Motheral

R.P.S. No. 2874

EXHIBIT A

MII



SCALE 1" = 100'

- R.R. SPOKE FOUND
- FENCE POST

STATE OF TEXAS
COUNTY OF KERR

I, B. B. Motheral, Registered Public Surveyor, do hereby certify that I made an actual and accurate survey on the ground of the above plotted land and that the corner monuments shown herein were as found. All improvements, set back lines, easements, encroachments, and protections, apparent on the site are shown herein. This state does not lie within the 100-year flood plain as designated by the Flood Insurance Rate Map.

TO CERTIFY WHICH, MYSELF in hand and seal at Kerrville, Kerr County, Texas, this the 28th day of OCTOBER 1983, A.D.

B. B. Motheral
B. B. Motheral, Registered Public Surveyor
State of Texas No. 2816

RECORDER'S MEMO. LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Exhibit "B"

83-0133

PLAT OF
WELL LOT OF
HENDERSON TRACT
VOL. 271 PG. 78
KERR COUNTY, TEXAS
EXHIBIT "B"

MOTHERAL INDUSTRIES, INC.
2105 JUSTIN LANE SUITE III AUSTIN, TEXAS 78757
828 SIDNEY BAKER KERRVILLE, TEXAS 78028
Drawn BLK
Checked
Approved *RPB*
Date OCT 28, 1983
Scale 1" = 100'
Drawing 10F1

839983

Covenants

William Swin Henderson
et ux
to

The Public

FILED FOR RECORD

at 4:26 o'clock P. M

DEC 1 1983

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By Lisa Hudson Deputy

Return to:
Pollard, Mosty, & Schiwetz
Attorneys at Law
951 Main Street
Kerrville, Texas 78028

Filed for record December 1, 1983 at 4:26 o'clock, P M
Recorded December 6th, 1983
PATRICIA DYE, Clerk
By Mary C. Hansen Deputy

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR §

That William Irvin Henderson and wife, Gwen Henderson, being the owners of all of those two (2) certain tracts containing a total of 59.68 acres collectively, formerly known as the Kerr County Commission Co. site out of Survey 125, F. Martinez Survey, in Kerr County, Texas, as described in that deed dated January 4, 1983 from THOMAS W. POLLARD, ET AL, to the Declarants herein which deed is recorded in Vol. 271, Page 78, et seq, Deed Records of Kerr County, Texas, do hereby declare such property bound by the hereinafter set out restrictions and covenants and agree that any purchasers and subsequent owners of said tracts or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of two years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive two year periods until the use of water from the well site described on Exhibits "A" and "B" attached hereto and made a part hereof for all purposes, for a public water system ceases for a continuous period of one year, at which time this easement shall become null, void and of no further force and effect.

Enforcement shall be proceedings 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.

Invalidation of any one of these covenants by judgment or court order shall not in anywise affect any of the other provisions which shall remain in full force and effect.

Such restrictions are as follows, to-wit:

1. Sanitation control upon all of that area of land of said tract as is included within a 150 foot radius of a proposed deep water well located by the attached exhibit and specifically prohibiting the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cesspools, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described tract of land.
2. This sanitation control permits the construction of homes or building of same, provided, however, that all stock pens, feed lots, privies, tile or concrete sanitation sewers, cesspools, septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited.
3. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 feet of the proposed well.

These Amended Covenants are made in place of and as Covenants of correction of an instrument entitled "Covenants" executed by the undersigned parties, dated December 1, 1983, and recorded in Volume 287, Page 232, et seq, Deed Records of Kerr County, Texas, wherein by error or mistake the field notes attached to said Covenants were incorrect, and this instrument is made by the undersigned in order to correct said mistake, and in all other respects confirming said former instrument entitled "Covenants".

IN WITNESS WHEREOF the said owners have executed this instrument this 7th day of August, 1984.

William Irvin Henderson
WILLIAM IRVIN HENDERSON, Owner

Gwen Henderson
GWEN HENDERSON, Owner

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM IRVIN HENDERSON, 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 7th day of August, A.D. 1984.



Gertrude B. Andrus
Notary Public in and for
Kerr County, Texas
GERTRUDE B. ANDRUS
Notary Public Kerr County, Texas
My Commission Expires 8-30-88

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared GWEN HENDERSON, 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 this the 7th day of August, A.D. 1984.



Elizabeth A. Virdell
Notary Public in and for
Kerr County, Texas
ELIZABETHA VIRDELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 2/16/88

FIELD NOTES DESCRIPTION FOR A 0.13 ACRE WELL TRACT
OUT OF THE BUDDY HENDERSON LAND IN KERR COUNTY, TEXAS

VOL 301 PAGE 275

Being all of a certain tract or parcel of land containing 0.13 acre, more or less, out of P. Martinez Survey No. 125, Abstract No. 246 in Kerr County, Texas; part of a certain 54.13 acre tract conveyed as Tract No. Two from Thomas W. Pollard, et al, to William Irvin Henderson, et ux, by a Warranty Deed executed the 4th day of January, 1983 and recorded in Volume 271 at Page 78 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 1/2" iron stake for the northwest corner of the herein described tract; which point bears, approximately, 4814 ft. N.45° E. and 199.9 ft. N.77° 32'E., from the west corner of said Survey No. 125;

THENCE, N.80° 39'E., 74.82 ft. to an existing 1/2" iron stake for the northeast corner of the herein described tract;

THENCE, S.19° 05'E., 75.03 ft. to an existing 1/2" iron stake for the southeast corner of the herein described tract;

THENCE, S.80° 38'W., 75.03 ft. to an existing 1/2" iron stake for the southwest corner of the herein described tract;

THENCE, N.18° 55'W., 75.02 ft. to the PLACE OF BEGINNING, containing 0.13 acre of land, more or less, within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 1st day of August, 1984

Lee C. Voelkel

Lee C. Voelkel
Registered Public Surveyor No. 3909
County Surveyor for Kerr County

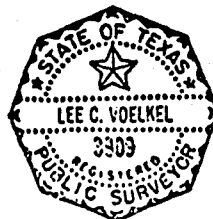


Exhibit "A"

6774 M
Amended Covenants
William Lewis
Henderson, et ux
&
The Public

FILED FOR RECORD
at 4:37 o'clock P.M.

AUG 7 1984

PATRICIA DYE

Clerk County Court, Kerr County, Texas
By Paul M. Brown Deputy

Filed by + Return to: ✓
Pollard, Mosty + Schiweitz
951 Main St.
Kerrville, TX 78028

Filed for record August 7, 1984 at 4:37 o'clock P M
Recorded August 10, 1984
PATRICIA DYE, Clerk By Paul M. Brown Deputy

AGREEMENT TO AMEND RESTRICTIONS
VILLAGE WEST INDUSTRIAL PARK - PHASE ONE

The undersigned, being all of the owners of property in Village West Industrial Park, Phase One, a subdivision of record in Volume 5, Page 27, Plat Records of Kerr County, Texas, hereby agree to and do hereby amend paragraph "EIGHTEENTH" of said Restrictive Covenants of said subdivision, which Restrictive Covenants are of record in Volume 293, Page 251, Deed Records of Kerr County, Texas, as follows:

"EIGHTEENTH: No building or structure, including all porches, roofs, or other protrusions from said structure shall be built or allowed to be kept, on any lot in this subdivision, that is closer than twenty-five (25') feet from the front or ten (10') feet from the rear lot lines of each said lot, nor within six (6') feet from any other lot boundary lines, except for corner lots in which event no buildings, structures, including all porches, roofs or other protrusions from said structure shall be built or allowed to be kept any closer than fifteen (15') feet from the side lot line of said corner lots."

EXECUTED this the 16th day of August, A.D. 1984.

William Irvin Henderson
WILLIAM IRVIN HENDERSON

Gwen Henderson
GWEN HENDERSON

James W. Murphy
JAMES W. MURPHY

Betty I. Murphy
BETTY I. MURPHY

JAMES LOTT

Jackie Lott
JOHN FITTS

Don Hedgpeth
DON HEDGPETH

SOUTHWEST LEASING, a partnership

Steve Caraway
STEVE CARAWAY, partner

Don A. Gray
DON A. GRAY, partner

Harold Compton
HAROLD COMPTON

Mary E. Compton
MARY E. COMPTON

THE STATE OF TEXAS §

VOL 307 PAGE 99

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM IRVIN HENDERSON, 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 20th day of August, A.D. 1984.



Elizabeth A. Virdehl
Notary Public in and for
Kerr County, Texas

ELIZABETHAVIRDELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 2/16/88

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared GWEN HENDERSON, 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 this the 20th day of August, A.D. 1984.



Elizabeth A. Virdehl
Notary Public in and for
Kerr County, Texas

ELIZABETHAVIRDELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 2/16/88

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES W. MURPHY, 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 17th day of August, A.D. 1984.



Pat Parker
Notary Public in and for
Kerr County, Texas

Commission Expires 10-16-88

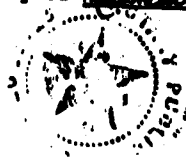
PAT PARKER
NOTARY PUBLIC
800 MAIN ST.
KERRVILLE, TX 78601

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared BETTY I. MURPHY, 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 this the 17th day of August, A.D. 1984.



Pat Parker
Notary Public in and for
Kerr County, Texas

Commission Expires 10-16-88

PAT PARKER
NOTARY PUBLIC
800 MAIN ST.
KERRVILLE, TX 78601

THE STATE OF TEXAS §

THE COUNTY OF KERR §

VOL 307 PAGE 100

BEFORE ME, the undersigned authority, on this day personally appeared JAMES LOTT, 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 _____ day of _____, A.D. 1984.

Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JACKIE LOTT, 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 this the _____ day of _____, A.D. 1984.

Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN PITTS, 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 16th day of August, A.D. 1984.



Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §

THE COUNTY OF KERR §

ELIZABETHAVIDELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 2/16/88

BEFORE ME, the undersigned authority, on this day personally appeared DON HEDGPETH, 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 16th day of August, A.D. 1984.



Notary Public in and for
Kerr County, Texas

ELIZABETHAVIDELL
NOTARY PUBLIC, STATE OF TEXAS
- 3 - MY COMMISSION EXPIRES 2/16/88

THE STATE OF TEXAS §

VOL 307 PAGE 101

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared STEVE CARAWAY and ~~SON~~ ~~SON~~, partners in Southwest Leasing, a partnership, 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 the 28th day of August, A.D. 1984.



Gertrude B. Andrews
Notary Public in and for
Kerr County, Texas
GERTRUDE B. ANDREWS
Notary Public Kerr County, Texas
My Commission Expires 6-30-84

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD COMPTON, 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 21st day of August, A.D. 1984.



Elizabeth A. Virdehl
Notary Public in and for
Kerr County, Texas
ELIZABETH VIRDELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 2/16/88

THE STATE OF TEXAS §
THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared MARY E. COMPTON, 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 this the 21st day of August, A.D. 1984.



Elizabeth A. Virdehl
Notary Public in and for
Kerr County, Texas
ELIZABETH VIRDELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 2/16/88

THE STATE OF TEXAS §

VOL 307 PAGE 102

THE COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared DON R. GRAY, partner in Southwest Leasing, a partnership, 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 26th day of Nov., A.D. 1984.



Ruth Alley
Notary Public in and for
Travis County, Texas
RUTH ALLEY

- 5 -

#10025
Agreement & Demand
Restrictions
Usage Not Indicated
Part - Please see
20
The letter

FILED FOR RECORD
at 4:05 p.m.

NOV 28 1984

PATRICIA DYE
Clerk County Court, Travis County, Texas
By Debra J. Henderson Deputy

Return to:
Pellard, & Monty & Schuety
951 Main St.
Kerrville, Tx. 78028

Filed for record November 28, 1984 at 4:05 o'clock P M
Recorded December 3, 1984
PATRICIA DYE, Clerk

By Debra J. Henderson Deputy

#837545

CURVE DATA

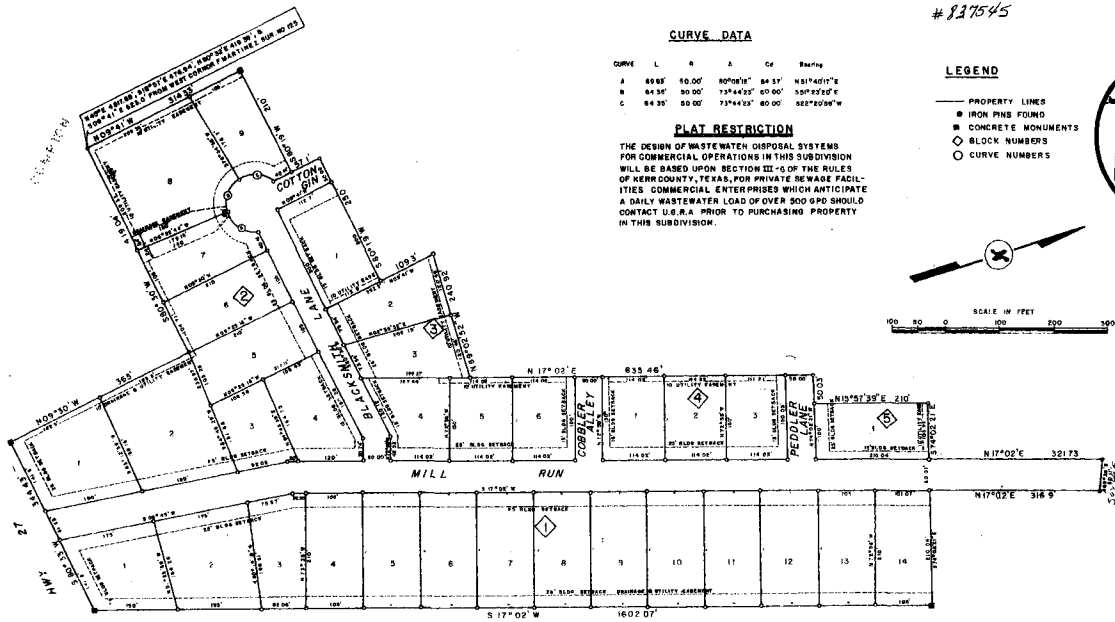
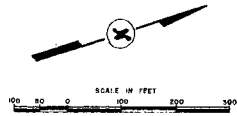
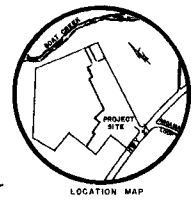
CURVE	L	R	A	Cd	Bearing
A	88.65	50.00	80°00'00" N	31'	N81°40'15" E
B	84.30	50.00	123°44'23" N	31'	N87°02'00" E
C	84.30	50.00	73°44'23" N	31'	N87°02'00" E

PLAT RESTRICTION

THE DESIGN OF WASTE WATER DISPOSAL SYSTEMS FOR COMMERCIAL OPERATIONS IN THIS SUBDIVISION WILL BE BASED UPON SECTION III-C OF THE RULES OF KERR COUNTY, TEXAS, FOR PRIVATE SEWER FACILITIES. COMMERCIAL ENTERPRISES WHICH ANTICIPATE A DAILY WASTEWATER LOAD OF OVER 200 GPD SHOULD CONTACT U.S.R.A. PRIOR TO PURCHASING PROPERTY IN THIS SUBDIVISION.

LEGEND

- PROPERTY LINES
- IRON PINS FOUND
- CONCRETE MONUMENTS
- BLOCK NUMBERS
- CURVE NUMBERS



Certification of the approval of Surveys and Restrictions
I hereby certify that the above named and described land is situated in the County of Kerr, State of Texas, and is subject to the City of Kerrville Planning Commission and the City of Kerrville.

8/26 1983 Frank D. Dwyer
City Clerk of Kerr County, Texas

Notar of Claims for Damages
In accordance with Art. 1061-2 of the Code of Ordinances of the City of Kerrville, Texas, and in consideration of the amount of...

July 20 1983
City Clerk of Kerr County, Texas

Certification of Street Names and Addresses
I hereby certify that the above named and described land is situated in the County of Kerr, State of Texas, and is subject to the City of Kerrville Planning Commission and the City of Kerrville.

August 18, 1983
City Clerk of Kerr County, Texas

Certification of Subdivision Location
I hereby certify that the above named and described land is situated in the County of Kerr, State of Texas, and is subject to the City of Kerrville Planning Commission and the City of Kerrville.

July 20 1983
City Clerk of Kerr County, Texas

Certification of Approval for Recordation
I hereby certify that the above named and described land is situated in the County of Kerr, State of Texas, and is subject to the City of Kerrville Planning Commission and the City of Kerrville.

July 20 1983
City Clerk of Kerr County, Texas

Certification of the approval of Water and Sewage System
I hereby certify that the water supply and sewer disposal system installed, or proposed for installation, in the subdivision described herein...

July 20 1983
City Clerk of Kerr County, Texas

Certification of Ownership and Dedication
I hereby certify that I am the owner of the above named and described land, and that I have dedicated the same to the City of Kerrville, Texas, for the use of the City of Kerrville.

July 20 1983
City Clerk of Kerr County, Texas

Registered Public Surveyor's Certificate
I am a duly Licensed Surveyor in the State of Texas, and I have surveyed the above named and described land, and I have found that the same is situated in the County of Kerr, State of Texas, and is subject to the City of Kerrville Planning Commission and the City of Kerrville.

July 20 1983
City Clerk of Kerr County, Texas

Approved by the Commissioners Court of Kerr County, Texas, on the 14th day of July, A.D. 1983, by Order No. 1000, said Court and was filed for record on the 15th day of July, A.D. 1983, at 9:15 o'clock P.M. in Volume 5, Page 27 of the Plat Records of Kerr County, Texas.

Patricia Rye
County Clerk of Kerr County, Texas

FINAL PLAT OF VILLAGE WEST INDUSTRIAL PARK PHASE I

KERR COUNTY, TEXAS
20.73ac*

MOTHERAL INDUSTRIES
205 Jettie Lane, Suite 111
Kerrville, Texas 78701
76797
76056

Drawn: BLK
Checked: [Signature]
Date: JULY 1983
Scale: 1"=100'
Crawling: 1

Job No: 83-0133
Approved: [Signature]

#827545

CURVE DATA

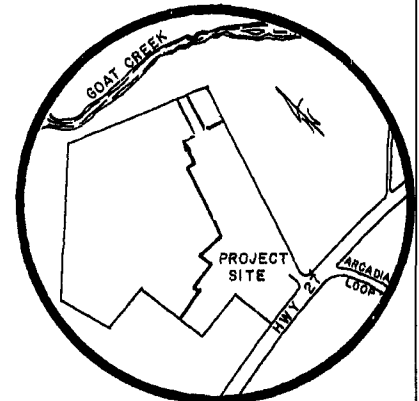
CURVE	L	R	Δ	Cd	Bearing
A	69 93'	50.00'	80°08'12"	64 37'	N 51°40'17"E
B	64 35'	50 00'	73°44'23"	60 00'	S 51°23'20"E
C	64 35'	50 00'	73°44'23"	60 00'	S 22°20'59"W

PLAT RESTRICTION

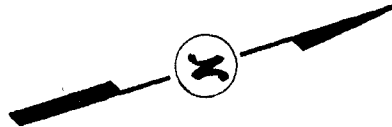
THE DESIGN OF WASTEWATER DISPOSAL SYSTEMS FOR COMMERCIAL OPERATIONS IN THIS SUBDIVISION WILL BE BASED UPON SECTION III - G OF THE RULES OF KERR COUNTY, TEXAS, FOR PRIVATE SEWAGE FACILITIES. COMMERCIAL ENTERPRISES WHICH ANTICIPATE A DAILY WASTEWATER LOAD OF OVER 500 GPD SHOULD CONTACT U.G.R.A. PRIOR TO PURCHASING PROPERTY IN THIS SUBDIVISION.

LEGEND

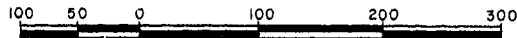
- PROPERTY LINES
- IRON PINS FOUND
- CONCRETE MONUMENTS
- ◇ BLOCK NUMBERS
- CURVE NUMBERS



LOCATION MAP



SCALE IN FEET



VILLAGE WEST INDUSTRIAL PARK
PHASE 4
RESTRICTIVE COVENANTS

STATE OF TEXAS §

VOL. 1068 PAGE 0811

COUNTY OF KERR §

PREAMBLE: In order to carry out a general plan of development of a certain 17.85 acres, more or less, tract of land (herein sometimes called "Property"), known as VILLAGE WEST INDUSTRIAL PARK, PHASE IV, the plat of which subdivision is of record in Volume 7, Page 49, of the Plat Records of Kerr County, Texas, to which plat and its record reference is here made for all purposes (herein sometimes called "Subdivision"), and in order to promote desirable structures in said Subdivision, to insure harmony in the character of such structures, to maintain the suitability of said Subdivision for industrial and/or commercial purposes, to carry out a general plan for the protection, benefit, use, and convenience of each and every owner of each lot in said Subdivision, the following restrictive covenants are hereby imposed upon the entire 17.85 acres of land located within said Subdivision, to-wit:

DEFINITIONS:

"Lot" means each platted lot as shown on the recorded Subdivision plat or any recorded replat thereof.

"Owner" means the owner or owners of a lot.

PERMITTED USES: The Property shall be used only for industrial and/or commercial purposes. However, no part of the Property shall be used as a junkyard, salvage yard or similar use and no mining, excavating or quarrying activity shall be permitted. Nothing contained in this paragraph shall prohibit the storage of equipment, material and supplies incidental to a permitted use.

WASTE DISPOSAL: All toxic or environmentally hazardous material shall be disposed of off site. Such disposal shall be in compliance with all laws and regulations of any governmental authority.

OPEN BURNING: No open burning of trash, garbage, wood, leaves, paper or any other substance will be permitted within the subdivision, except only for burning of trees and brush incidental to the clearing of land.

INCINERATORS: Incinerators are prohibited.

ANIMALS: No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property, except as herein expressly provided. Dogs and cats may be kept on the Property, provided they are not kept, bred or maintained for any commercial purposes. Further, livestock, poultry and other animals may be raised, bred and kept on the Property in conjunction with an FFA, 4H or similar project; provided that (A) no swine are permitted (B) the FFA, 4H or similar project is limited to not more than two (2) families, and (C) not more than two (2) calves, two (2) horses, four (4) lambs, twelve (12) chickens, twelve (12) rabbits, and four (4) goats are permitted on any one lot at any time.

GARBAGE: No garbage or trash will be placed outside the exterior of any structure except in enclosed containers designed for such purposes. All rubbish, trash or garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon.

INOPERABLE VEHICLES: No inoperable vehicles or vehicles in need of repair shall be allowed to remain outside of any enclosed structure for any period of time in excess of thirty (30) days.

MOWING: Grass, weeds and vegetation on each lot shall be mowed at regular intervals so as to maintain a neat appearance.

PARKING: No parking that would block or hinder traffic flow on public streets will be allowed within the Subdivision. All owners shall provide adequate off-street parking and driveway facilities within their own property.

TEMPORARY BUILDINGS: Temporary buildings or construction office trailers may be used only during construction, and not otherwise.

CONSTRUCTION: Once construction is commenced on any structure or improvement on any lot, such construction shall be diligently prosecuted, and the duration of said construction shall not exceed two (2) years from the date same is started. Further, once construction is completed, no debris or residue from said construction shall be left, kept or maintained on said premises.

NO MANUFACTURED HOMES, ETC.: No manufactured home, modular home, mobile home, trailer house, tent or shack shall be placed, erected or permitted to remain on any lot, nor shall any structure of a temporary character be placed or allowed to be left on any lot except for temporary construction offices or construction office trailers as hereinbefore referred to. Manufactured homes, modular homes, mobile homes and trailer houses, irrespective of whether or not the axles and/or wheels have been removed from same, and irrespective of whether or not such manufactured home, modular home, mobile home or trailer house has been permanently attached to the land, or set upon a concrete foundation or any other kind of foundation, are specifically prohibited in the Subdivision, and shall not be placed nor allowed in the Subdivision.

UTILITIES: Each lot owner will connect to the water system serving the Subdivision, at such owners expense .

FENCES: No perimeter or interior fence greater than eight (8) feet in height shall be constructed or maintained on any lot.

BUILDING SETBACKS: No building or other structure, including porches, roofs or other protrusions from said structure, shall be built or allowed to be kept on any lot closer than twenty-five (25) feet from the front property line of the lot nor within ten (10) feet from any other lot boundary lines, except for corner lots in which event no building, or other structure, including all porches, roofs or other protrusions from said structure, shall be built or allowed to be kept any closer than fifteen (15) feet from the side property lines of said corner lots.

MAINTENANCE: All owners shall maintain their respective properties in a clean and neat manner, and no junk, trash or rubbish will be allowed to accumulate on any such property.

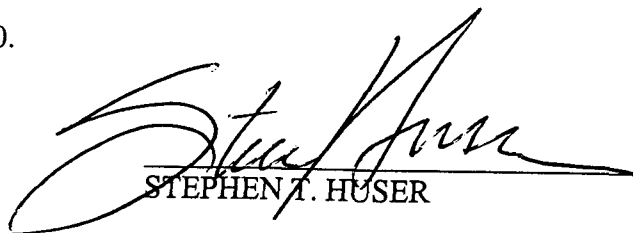
PARTIAL INVALIDITY: In the event any provision hereof shall be held to be invalid, whether by reason of abandonment, waiver, estoppel, or for any other reason, the remainder of the provisions hereof shall remain in full force and effect.

TERM: These restrictive covenants are to run with the land, and shall be binding upon and inure to the benefit of each and every owner of a lot in said Subdivision until January 1, 2028, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) year each, unless by amendment executed by a majority of the then owners of the lots in said Subdivision it is agreed to change said restrictive covenants in whole or in part.

AMENDMENT: Any term or condition of these restrictive covenants may be altered, amended, modified, supplemented and revoked in whole or in part at any time by instrument executed by a majority of the then owners of lots within the Subdivision, as evidenced by instrument bearing the signatures of such owners, duly filed of record in the office of the County Clerk of Kerr County, Texas.

ENFORCEMENT: These restrictive covenants shall be enforceable as provided by law, and shall be specifically enforceable by injunctive action brought by or on behalf of any one or more of the owners of any of the lots in said Subdivision. The prevailing party in any legal proceeding to enforce these restrictive covenants shall be entitled to recover from the non-prevailing party, all damages, costs, and attorneys fees in enforcing these restrictive covenants. Failure to enforce any provision, term or condition of these restrictive covenants shall in no event be deemed a waiver of a right to enforce the same thereafter.

EXECUTED this 8 day of June, 2000.


STEPHEN T. HUSER


DAVID W. WAHRMUND

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

JUN 09 2000




COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 1068 PG 811
RECORDING DATE

JUN 09 2000




COUNTY CLERK, KERR COUNTY, TEXAS

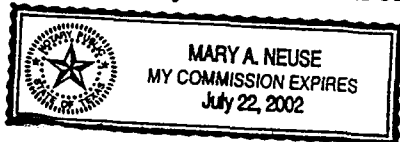
STATE OF TEXAS §

VOL. 1068 PAGE 0814

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN T. HUSER, 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 8th day of June, A.D. 2000.



Mary A. Neuse
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID W. WAHRMUND, 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 8th day of June, A.D. 2000.



Mary A. Neuse
Notary Public in and for the State of Texas

8063.3/Rest. Cov.

Filed by and return to:
Dwalne Machann
Wallace, Jackson, Machann, Williams & Douglass
820 Main Street, Suite 100
Kerrville, Texas 78028
(830) 896-3811

FILED FOR RECORD
at 2:50 o'clock P.M.

JUN - 8 2000

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