

TALLY ELEMENTARY SUBDIVISION

RESTRICTIONS

Volume 246, Page 127, Deed Records of Kerr County, Texas; Volume 7, Page 97, Plat Records of Kerr County, Texas; Volume 1265, Page 743, 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 dated May 21, 1959 to L.C.R.A., recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
- Right Of Way and Easement notarized on October 27, 1978 to Kerrville Telephone Company and L.C.R.A., recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.
- Right Of Way Easement dated October 1, 1984 to Central Texas Electric Cooperative, Inc., recorded in Volume 21, Page 548, Easement Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights Of Parties In Possession. (AS PER OWNER POLICY ONLY)

811491

RESTRICTIONS

VOL 246 PAGE 127

THE STATE OF TEXAS X
COUNTY OF KERR X

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 colled 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 March, 1981.

Walter A. 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 Blagg
DELORES WENZEL BLAGG
By WALTON J. WENZEL,
Attorney-In-Fact

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

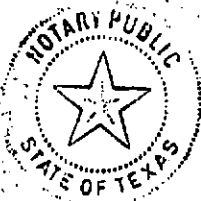
Jack L. Reynolds
JACK L. REYNOLDS

THE STATE OF TEXAS I

COUNTY OF KERR I

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.



Thomas M. Myers
Notary Public in and for
Kerr County, Texas

THOMAS M. MYERS

EXPIRES 1-9-85

THE STATE OF TEXAS I

COUNTY OF KERR I

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.



Thomas M. Myers
Notary Public in and for
Kerr County, Texas

THOMAS M. MYERS

EXPIRES 1-9-85

THE STATE OF TEXAS I

COUNTY OF KERR I

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

R- #811491

Restriction

Walton J. Wenzel
Indiv., et alto
The Public

FILED FOR RECORD

at 4:55 o'clock P.M.

MAR 23 1981

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Betty J. Loney Deputy

RETURN to:

JACK Reynolds
Hilltop Village
Hilltop Circle
NEEDVILLE, TX 77902

Filed by:

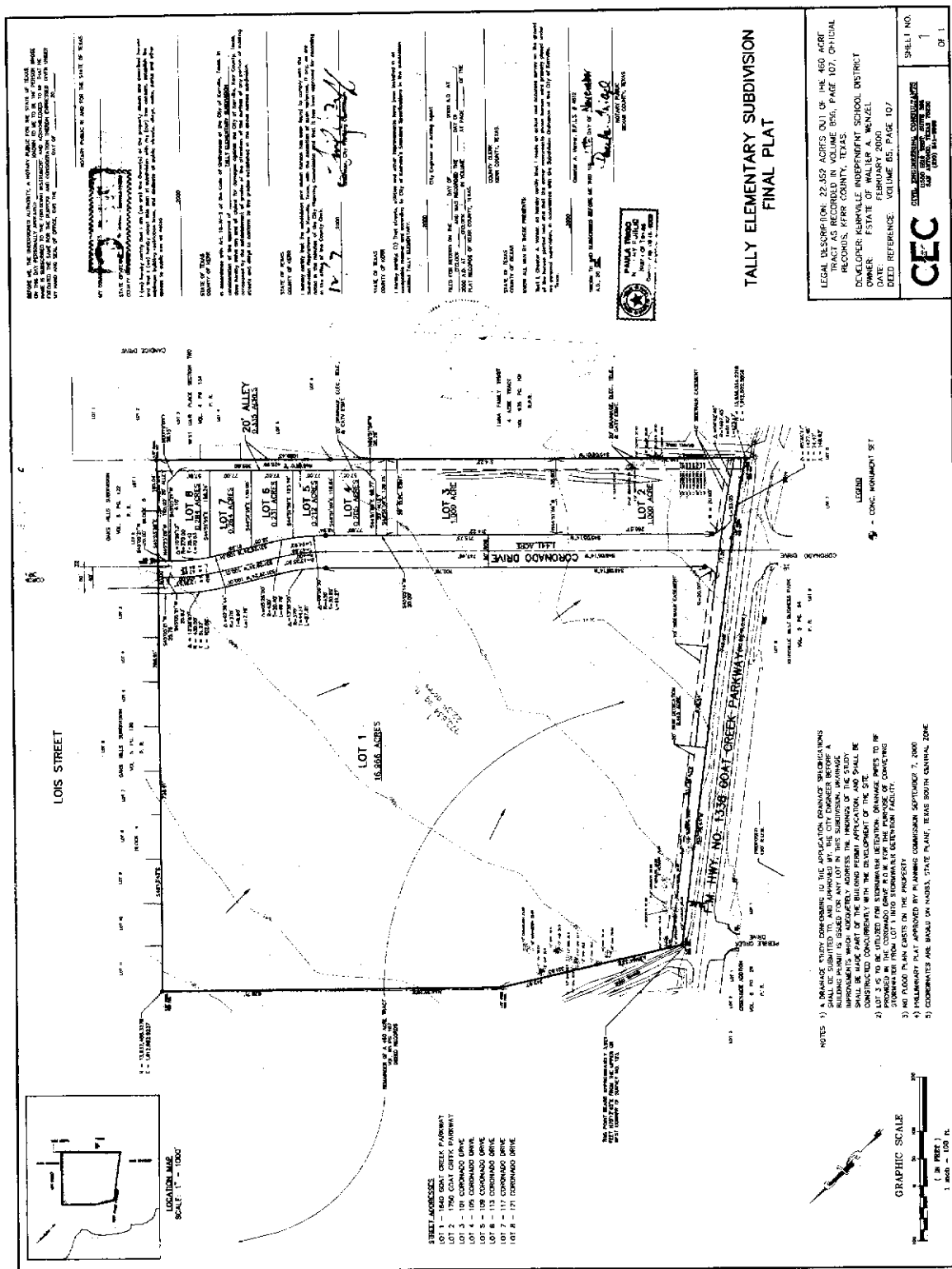
KERR COUNTY ABSTRACT CO., INC.

STATE COURT IN THE 1ST JUDICIAL DISTRICT OF TEXAS, COUNTY OF KERR, TEXAS
 EMILY WENZEL, Plaintiff
 vs.
 WALTON J. WENZEL, Defendant
 Cause No. 811491
 The undersigned, EMILY WENZEL, being duly sworn, deposes and says that she is the mother of WALTON J. WENZEL, who is now residing at 111 Hilltop Circle, Needville, Texas 77902. She is the mother of WALTON J. WENZEL, who is now residing at 111 Hilltop Circle, Needville, Texas 77902. She is the mother of WALTON J. WENZEL, who is now residing at 111 Hilltop Circle, Needville, Texas 77902.

MAR 23 1981

Filed for record March 23, 1981 at 4:55 o'clock P.M.

Recorded March 26, 1981
EMMIE M. MUENKER, ClerkBy Betty J. Loney Deputy



04213

VOL. 1265 PAGE 0743

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

COUNTY OF KERR

§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Trustees of the **KERRVILLE INDEPENDENT SCHOOL DISTRICT** did pass the following resolution by a vote of six (6) in favor and one (1) against at a duly called meeting of said Board of Trustees on January 28, 2003:

"RESOLVED that the Board of Education authorizes the advertisement for bids for the purchase of the five lots on Coronado Drive in the Talley Subdivision for a minimum acceptable bid price of \$75,000.00."

WHEREAS, the Board of Trustees of the **KERRVILLE INDEPENDENT SCHOOL DISTRICT** did subsequently pass the following resolution by unanimous vote at a duly called meeting of said Board of Trustees on February 18, 2003:

"RESOLVED that the Board of Education accept the bid of \$90,101.00 submitted by RUECO CUSTOM HOMES for the purchase of five lots in the Talley Subdivision."

NOW THEREFORE, Know all men by these presents, that **KERRVILLE INDEPENDENT SCHOOL DISTRICT**, a Texas Independent School District, of the County of Kerr and State of Texas, (hereinafter referred to as "GRANTOR", whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration in hand paid by **RUECO CUSTOM HOMES**, (hereinafter referred to as "GRANTEE", whether one or more), receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto GRANTEE, of the County of Kerr and State of Texas, all of the following described real property in Kerr County, Texas, subject to the exceptions set forth in EXHIBIT "A", to-wit:

(See EXHIBIT "A" attached hereto, incorporated herein and made a part hereof for all purposes.)

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TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto GRANTEE, and GRANTEE'S heirs and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR'S successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto GRANTEE, and GRANTEE'S heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under GRANTOR, but not otherwise.

GRANTOR establishes the following restrictions, which shall run with the herein conveyed Property and be binding on GRANTEE and GRANTEE'S successors and assigns forever:

- (a) *The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.*
- (b) *The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.*

These restrictions and conditions shall be binding upon GRANTEE, GRANTEE'S successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the GRANTOR herein and its successors, this instrument shall be null and void, and GRANTOR and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein and its successors shall be a waiver of the operation or enforcement of such condition.

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The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

EXECUTED this the 30 day of April, 2003.

KERRVILLE INDEPENDENT SCHOOL DISTRICT

By: David Sprouse MD.
DAVID SPROUSE, President
Board of Trustees

By: Lynn B. LeMeilleur
LYNN B. LEMEILLEUR, Secretary
Board of Trustees

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 1st day of May, 2003, 2003, by **DAVID SPROUSE**, President of the Board of Trustees of the **KERRVILLE INDEPENDENT SCHOOL DISTRICT**, on behalf of said School District.

Kay Hufstedler
Notary Public, State of Texas

FILED FOR RECORD
at 3:51 P.M. on May 2, 2003

JANNETT PIEPER
Clerk, County Court, Kerr County, Texas
Adrian R. Huf



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THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 30th day of April, 2003, by LYNN B. LEMEILLEUR, Secretary of the Board of Trustees of the KERRVILLE INDEPENDENT SCHOOL DISTRICT, on behalf of said School District.

Ruth Miksch

Notary Public, State of Texas

Grantee's address:

46 Robert Rue
18120 Whitewater Cove
Round Rock, TX 78681



After recording, return to Grantee

GF# 22252

FILED BY: KERR COUNTY
ABSTRACT & TITLE CO.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being Lots 4, 5, 6, 7 and 8, Tally Elementary Subdivision, a subdivision of Kerr County, Texas, according to the plat of said subdivision recorded in Volume 7, Page 97, Plat Records of Kerr County, Texas.

This conveyance is made and accepted SUBJECT TO the following, but only to the extent they are valid and apply to the subject property:

1. Restrictions recorded in Volume 246, Page 127, Deed Records of Kerr County, Texas.
2. Easement to Lower Colorado River Authority dated May 21, 1959, recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
3. Easement to Kerrville Telephone Company dated October 10, 1972, recorded in Volume 7, Page 471, Easement Records of Kerr County, Texas.
4. Right-of-way easement to Kerr County, Texas and Lower Colorado River Authority dated October 27, 1978, recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.
5. 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.
6. Right-of-way easement to Central Texas Electric Cooperative, Inc. dated December 17, 1981, recorded in Volume 13, Page 828, Easement Records of Kerr County, Texas.
7. Easements and all matters on plat recorded in Volume 7, Page 97, Plat Records of Kerr County, Texas.
8. Any visible and/or apparent roadways or easements over or across the subject property.

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

MAY 05 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

EXHIBIT "A"

RECORD *Real Property*
VOL. *1265* PG. *1743*
RECORDING DATE

MAY 05 2003



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS