

CORONADO TERRACE RESTRICTIONS

Volume 4, Page 100, Plat Records of Kerr County, Texas; Volume 204, Page 266, Deed 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.
- Building Set Back Lines as per the Plat recorded in Volume 4, Page 100, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 204, Page 266, Deed Records of Kerr County, Texas.
- Easement dated December 27, 1978 to the City of Kerrville, recorded in Volume 10, Page 384, 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)

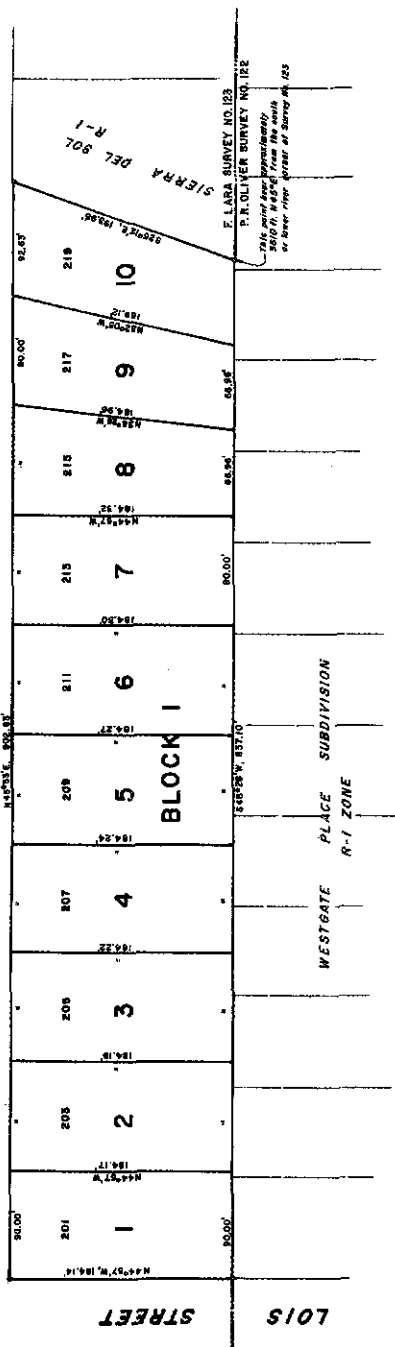
CASAS MONTANAS, INC.
R-3 ZONE

766J123
SUBDIVISION

CORONADO DRIVE

STREET

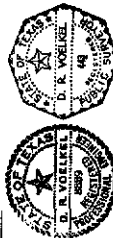
LOIS



KNOW ALL MEN BY THESE PRESENTS, that I, JAMES LAMMERS, do hereby certify that the above described property is an accurate representation of the property shown and described herein as surveyed on the ground under my direction and supervision, and that all lot corners are marked with iron stakes.

Dated this 21st day of December, 1977.

J. R. Voelkel
Registered Public Surveyor



State of Texas
County of Kerr

I, JAMES LAMMERS, Executive Vice President of the above named corporation, do hereby certify that the above described property is an accurate representation of the property shown and described herein as surveyed on the ground under my direction and supervision, and that all lot corners are marked with iron stakes.

Dated this 21st day of December, 1977.

JAMES LAMMERS, Executive Vice President
Guadalupe Savings & Loan Assn.

State of Texas
County of Kerr

I, JAMES LAMMERS, Executive Vice President of the above named corporation, do hereby certify that the above described property is an accurate representation of the property shown and described herein as surveyed on the ground under my direction and supervision, and that all lot corners are marked with iron stakes.

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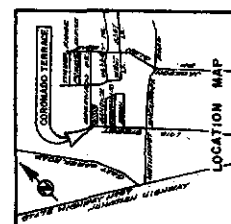
CORONADO TERRACE

A SUBDIVISION COMPRISING 3.676 ACRES OF LAND
OUT OF FLORENTINE LARA SURVEY NO. 123,
ABSTRACT NO. 225, IN THE CITY OF KERRVILLE,
KERR COUNTY, TEXAS.

OWNER: GUADALUPE SAVINGS & LOAN ASSN.
KERRVILLE, TEXAS

ENGINEER: D. R. VOELKEL

DECEMBER 1977



780365 A

RESTRICTIONS

THE STATE OF TEXAS I
 I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KERR I

WHEREAS, GUADALUPE SAVINGS AND LOAN ASSOCIATION, a Texas Corporation, herein after referred to and identified as "Owner", is the owner of tracts of land situated in Kerr County, Texas, said tracts of land comprising all of land which has been subdivided as Coronado Terrace, a plat of said subdivision having been filed for record in Volume 4, Page 100 of the Plat Records of Kerr County, Texas; and

WHEREAS, it is deemed to be to the best interest of the above described Owner and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered as a highly restricted and modern subdivision.

NOW THEREFORE, Owner does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on Owner and all persons acquiring title under it until January 1, 2003, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said addition, it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owner, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Such restrictions, reservations, covenants and easements are as follows,

to wit:

1. Land Use: Except as herein noted, no lot shall be used for anything other than single family residential purposes. The term "residential purposes", as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached or detached garage for not more than three cars. Garages placed in front of main dwelling must be placed on lot in such a manner that garage doors will not open directly onto street.
2. Signs: No sign of any kind shall be displayed, erected, or maintained on any residential lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale, or in the connection with the development of CORONADO TERRACE.
3. Animals: No animals, livestock, or poultry of any kind shall be bred, raised, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial or food producing purpose, and they are kept within a fence or on a leash.
4. Legal and Noxious Use: No Premises or any part thereof shall be used for illegal or immoral purposes. Nothing shall be done upon any premises that may be or become obnoxious to the occupants or owners of any other premises by reason of smoke, odor, noise, fumes, vapors, glare, radiation, vibration, or unsightliness.
5. Other Buildings: No house trailer, mobile home, motor home, truck body, basement, tent, shack, garage, barn, or other out building shall at any time be used as a residence, nor shall any residence of any temporary character be permitted.
6. Temporary Buildings: No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements; and at completion of construction,

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

the temporary building must be removed immediately. No such temporary building shall be used for residential purposes during construction. All buildings constructed upon residential lots shall be completed within a reasonable time.

7. Garage and Servant's Quarters: No garage apartments shall be permitted. Living quarters on a residential lot for other than the family occupying the principal residence may be used only for the bona fide servants, and such living quarters shall be within or attached to the main residence.
8. Septic Tanks and Water Supply: No outside toilets or septic tanks will be permitted, and no private water wells or water supply will be permitted.
9. Approval by Architectural Control Committee: No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after the original construction on any lot, until construction plans and specifications and plans showing the location for the structure have been submitted to and approved in writing by the Architectural control committee as hereinafter constituted. Such approval shall include exterior design, type and quality of materials to be used, colors to be applied to the exterior of the structure, and location with respect to topography and finished grade elevation. Pre-Fab and Sectional Housing Construction shall be prohibited in this addition.
10. Lot Size: No dwelling shall be erected or placed on any ground area less than one complete lot.
11. Old Buildings and Used Materials: No structure shall be moved onto any residential lot and no used lumber shall be used in connection with the construction of a dwelling on any lot.
12. Rentals: Renting to roomers or to a second family occupying the same premises is prohibited.
13. Direction of Dwelling and Set Backs: All improvements shall be constructed on the lot so as to front upon the street which such lot faces and no improvement including the building or part thereof, eaves, cornices, or overhangs shall extend beyond the minimum building set back line at the front of the lot. The Architectural Control Committee shall reserve the right to designate the direction in which improvements on any corner lots shall face, and such decisions shall be made bearing in mind the best general appearance of that immediate section. Dwellings on corner lots shall have a presentable frontage on all streets to which that particular lot is adjacent.
14. Antennae: No television or radio antenna shall be erected or maintained at the front of any dwelling. No radio aerial wires nor guy wires for antenna shall

be maintained on any portion of a lot forward of the front building line of said lot.

15. Front Yards: The area of the lot at the front of a dwelling shall be maintained so as to be an aesthetic asset to the dwelling. This area, known as the front yard, extends the full width of the lot between the dwelling and the street. The front yard shall not be used for vegetable gardening, nursery, or any purpose other than as a maintained grass lawn with shrubbery, ornamental trees and flowers as normally constitute the base planning and landscaping of a dwelling. Within the front yard shall not be regularly kept, stored, or parked any vehicle other than the private passenger automobile, excluding motor homes, owned and used by an occupant of the dwelling upon the lot, which vehicles shall not be parked, kept or stored except upon the surfaced driveway that serves the garage. Vehicles not in operable condition must be removed from lot within 10 days from beginning of such condition.

16. Maintenance of Lots: No owner of any lot, either vacant or improved, shall be permitted to let such lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of twelve (12) inches in height.

17. Obstructions: No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight angle limitations shall apply to any lot within ten (10) feet from the intersection of a street right of way line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such sight distance of such intersection unless the foliage line is maintained at a height of not less than eight (8) feet above the roadway.

18. Easements: The use of easements as shown on the recorded plat is granted to the public and to utility companies as set forth on said plat for the purposes of drainage, sanitary and storm sewer lines, the location of gas, water, electrical and telephone lines and conduits, and the maintenance thereof. Within these easements, no structure, planting or other material 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage

on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

19. Other Improvements: No walls or hedges shall be constructed between the building set back to rear property line, exceeding six and one-half (6½) feet in height along any side lot line. No outbuilding shall exceed in height the building to which it is appurtenant. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.
20. Storage of Materials: Storage of any type of kind of material or products is prohibited upon lots except that building material may be placed or stored upon a lot when the builder is ready to commence improvements and then such materials shall be placed within the property lines of the lot upon which improvements are to be erected, and shall not be placed in the street or between the pavement or property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets, or easements. All such material if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.
21. Mining: No quarrying or mining operations or mineral extractions of any kind shall be permitted upon or in any lot, nor shall any type of wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or other structure designed for drilling shall be erected, maintained, or permitted upon any lots.
22. Garbage Cans: No garbage cans or refuse containers shall be placed or permitted to remain at the front of a dwelling either within the street or upon the lot except upon those days scheduled for garbage and refuse collection by a public agency or a privately constructed collector. Subsurface garbage containers shall be permitted if approved by the Architectural Control Committee.
23. Dumping: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
24. Driveways: Every dwelling shall have a driveway surfaced with concrete or asphalt with concrete curb on each side. Any other surfacing material must be approved by the Architectural Control Committee.
25. House Foundations: House foundations must be so constructed that there is no visible opening (other than the necessary vents) between the floor of the house and the ground.

26. Building Set Back Lines: No dwelling or outbuilding on a residential lot shall be closer to the front line than forty (40) feet or the building line shown upon the plat of said subdivision, whichever may be the greater. On interior lots no dwelling or outbuilding shall be closer than six (6) feet to a side lot line. On corner lots no dwelling or outbuilding shall be closer to the street than fifteen (15) feet or the building line shown upon the plat of said subdivision whichever may be the greater, to the street forming the side lot line of the lot. No dwelling shall be closer than twenty (20) feet to the rear lot line, except where a variance, because of the shape of the lot, may be granted by the Architectural Control Committee. The right shall be reserved by the Architectural Control Committee to increase the set back restrictions in the case of unusual or irregular shaped lots where same shall seem to be required for the best appearance of the immediate section.

27. Exterior Material: All dwellings in this section must have not less than fifty (50) per cent of the area of their exterior walls covered with brick, masonry (masonry is not to be construed as including unpainted concrete blocks or common clay tiles), or similar material, except where the use of wood or glass will produce an equal or better appearance, which variation shall be at the discretion of the Architectural Control Committee. No asbestos shingle siding shall be permitted as an exterior siding on any dwelling. Roofs shall be of Red Cedar Shingles or Red Cedar Shakes, or asphalt shingles or asbestos or clay tile weighing 360 lbs. per 100 square feet or more.

28. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than two thousand (2000) square feet, and not less than twelve hundred (1200) square feet for a dwelling of more than one story.

29. Architectural Control Committee: The Architectural Control Committee is composed of James Avery, Floyd Price and James E. Nugent. A majority of the Architectural Control Committee may designate a representative to act for it in all matters arising under these restrictions. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining member or members shall have full right and authority to fill the vacancies on the committee. All such appointments and designations of persons as successors to the Architectural Control Committee or as a representative of the Committee shall be made in writing and filed for recording in the office of the County Clerk of Kerr County, Texas. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in

writing. In the event that the Committee or its representatives shall have failed to approve or disapprove any design or location within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such building or the making of such alterations shall have been commenced prior to completion thereof, such approval shall not be required and these requirements shall be deemed to have been fully complied with. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after January 1, 1984, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

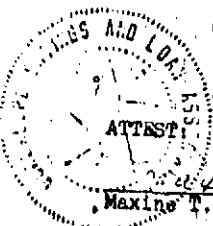
30. Roofs: There shall be an equal mixture of hip roofs, gable roofs, and combination hip and gable roofs. Shed type roofs will not be permitted.

31. Sidewalks: The construction of improvements on any lot shall include the construction of a concrete sidewalk three feet (3') in width across the front of each lot and parallel to the street with the exact set back distance to be determined by the Architectural Control Committee.

WITNESS ITS HAND THIS 17 DAY OF JAN; A.D., 1978

GUADALUPE SAVINGS & LOAN ASSOCIATION

BY: Sergio A. Larran



Maxine T. Short
Maxine T. Short, Secretary

FILED FOR RECORD

at 11:15 o'clock A.M.

JAN 18 1978

CLERK OF DISTRICT COURT
JUDICIAL DISTRICT NO. 1
COUNTY OF GUADALUPE, TEXAS
Debra Hudson Deputy

THE STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared James A. LAMMERS, EXEC. VICE-PRES. of Guadalupe Savings & Loan Association, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 17th day of January, 1978



Nancy L. Gray
Notary Public, Kerr County, Texas.
Nancy L. Gray
Public Notary
Kerr County, Texas
My Commission Expires
6-15-79

Filed for record January 18, 1978 at 11:15 o'clock P.
Recorded January 24th, 1978
EMMIE M. MUENKER, Clerk

By McMann Deputy