

Item: **FOREST WEST FOUR-PHASE IV**

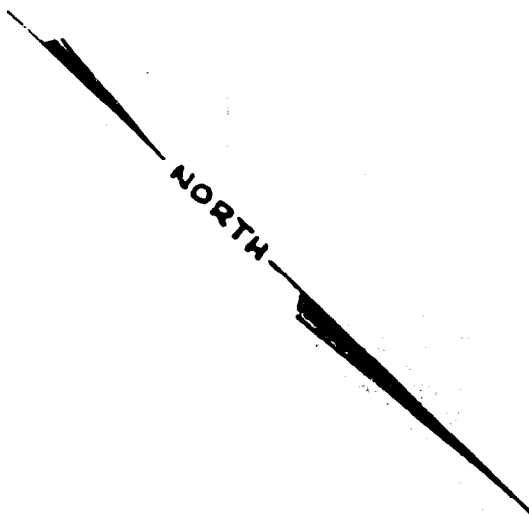
(Category: RESTRICTIONS)

Volume 221, Page 352, Volume 231, Page 589, Volume 238, Page 63, Deed Records of Kerr County, Texas; Volume 4, Page 238, Plat Records of Kerr County, Texas; (ADD Volume 261, Page 613, Deed Records of Kerr County, Texas FOR LOT 5, BLOCK 3 ONLY); (ADD Volume 297, Page 705, Deed Records of Kerr County, Texas FOR LOT 3, BLOCK 3 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.

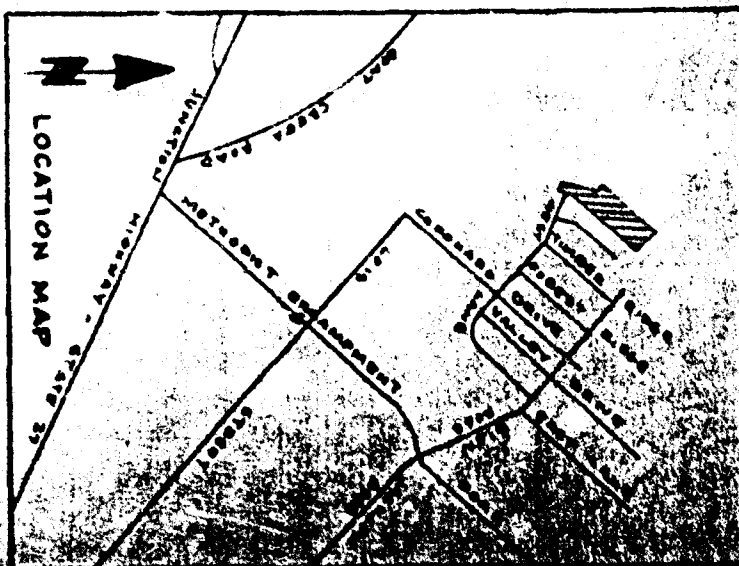
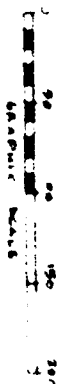
- a. Easement to L.C.R.A., dated May 21, 1959, recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
- b. Right Of Way and Easement to Kerrville Telephone Company and L.C.R.A., notarized on October 27, 1978, recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.
- c. Building Set Back Lines as per the Restrictions recorded in Volume 238, Page 63, Deed Records of Kerr County, Texas.
- d. Building Set Back Line as per the Plat recorded in Volume 4, Page 238, Plat Records of Kerr County, Texas.
- e. Any visible and/or apparent roadways or easements over or across the subject property.
- f. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

806172

VOLUME 4 PAGE 238



SCALE: 1" = 100'



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ETHICS OF THE ENGINEER AND ARCHITECT AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF ENGINEERS AND ARCHITECTS. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ETHICS OF THE ENGINEER AND ARCHITECT AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF ENGINEERS AND ARCHITECTS.

John W. Piddler

THE DIVISION PLAT HAS BEEN FOUND TO BE IN
VIOLATION OF THE REGULATIONS FOR KERRVILLE, TEXAS,
VARIANCES, IF ANY, AS ARE NOTED IN THE
COMMISSION OF THE CITY OF KERRVILLE, TEXAS;
APPROVED FOR RECORDING IN PLAT RECORDS OF

November 1980

from
ZMAN

IN COURT OF KERR COUNTY, TEXAS ON THE
1980 BY ORDER NO. 14184 OF SAID
OF 12th DAY OF November 1980
RECORDED ON THE 12th DAY OF November
IN VOLUME 4 AT PAGE 238 OF THE PLAT
AS,

November

FOREST WEST FOUR - PHASE IV

A SUBDIVISION COMPRISING 213 ACRES OF LAND
OUT OF FLORENTINE LARA SURVEY N^o 123, ABSTRACT
N^o 225, IN THE CITY OF KERRVILLE, KERR COUNTY,
TEXAS.

JOHN W. MILLER, JR.

OWNER - DEVELOPER
KERRVILLE, TEXAS

SCALE AS SHOWN

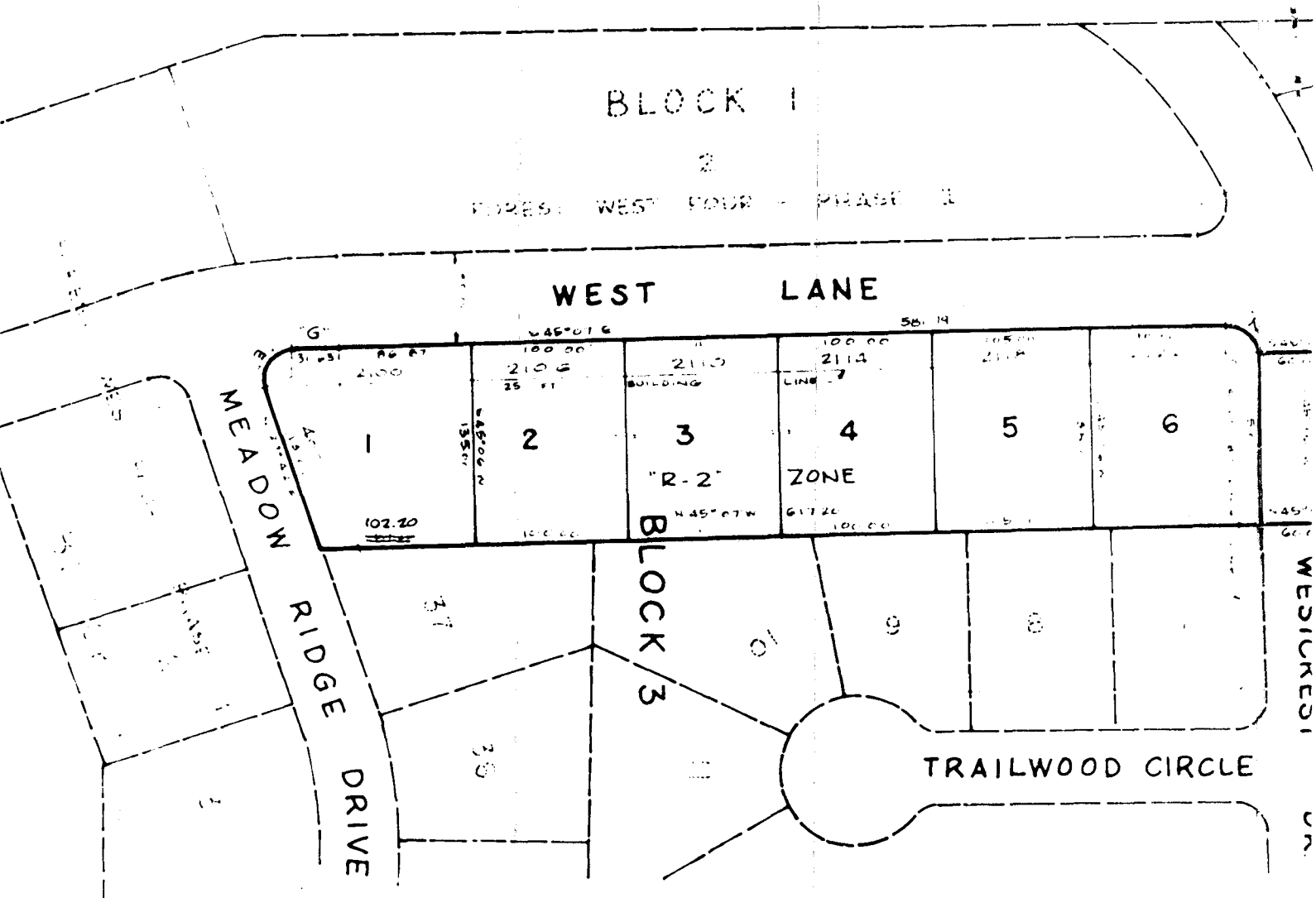
DRAWN BY DWV

U. S. VICE PRES.

U. S. VICE PRES.
KERRVILLE, TEXAS

DATE SEPT 19, 1980

FOR SALE 10-28-80
SHEET 1 OF 1



ERRATA CORRECTION FOR LOT 1 IN BLOCK 3:
ORIGINAL REAR DIMENSION SHOWN AS 87.20 FT.
HAS BEEN REVISED TO 102.20 FT. AS ACTUALLY
STAKED ON THE GROUND.

August 12, 1981

D. R. Voelkel
D. R. VOELKEL

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That WALTON JENNINGS WENZEL, INDEPENDENT EXECUTOR OF THE ESTATE OF WALTER A. WENZEL, DECEASED, ERMA YOSS WENZEL, INDEPENDENT EXECUTRIX OF THE ESTATE OF WALTER A. WENZEL, DECEASED, and ERMA M. WENZEL, INDIVIDUALLY of the County of Kerr, State of Texas, hereinafter referred to as Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by JOHN W. MILLER, JR., CO., INC., a Texas Corporation, of Kerr County, Texas, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, and for which no lien, expressed or implied does or shall exist, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the above named Grantee all of the following described property lying and being situated in Kerr County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in Kerr County, Texas, and being 35.49 acres of land, more or less, out of Survey No. 123, Florentine Lara, and more particularly described in Exhibit "A", attached hereto, incorporated herein and made a part hereof for all purposes.

This conveyance is made and accepted subject to the following:

1. Easement to L.C.R.A. dated February 26, 1951, recorded in Volume 1, Page 295, Easement Records of Kerr County, Texas.
2. Easement to L.C.R.A. dated May 21, 1959, recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
3. Easement to Kerrville Telephone Company and L.C.R.A. recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.

This conveyance is made and accepted subject to the following restrictions:

1. Said land shall be developed and used for single family dwellings.

2. No mobile homes or house trailer shall ever be placed thereon.

3. No swine shall ever be allowed on said property.

These restrictions and covenants shall run with the land and are enforceable by Grantors.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantors do hereby bind themselves, their heirs, executors, administrators and successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 18th day of May, A.D. 1979.

Walton Jennings Wenzel
WALTON JENNINGS WENZEL, Independent
Executor of the Estate of Walter A.
Wenzel, Deceased

Erma Yoss Wenzel
ERMA YOSS WENZEL, Independent Executr
of the Estate of Walter A. Wenzel,
Deceased

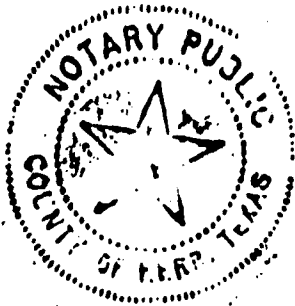
Erma M. Wenzel
ERMA M. WENZEL

THE STATE OF TEXAS §
COUNTY OF KERR §

VOL 221, PAGE 354

BEFORE ME, the undersigned authority, on this day personally appeared Walton Jennings 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 as executor of the estate of Walter A. Wenzel, Deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of May, 1979.



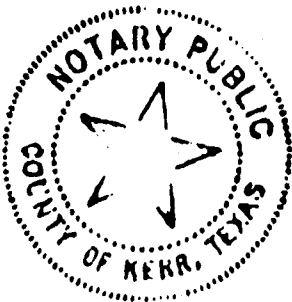
Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81
Jimmie L. Peschel
(Stamped or printed name of notary)

THE STATE OF TEXAS §
COUNTY OF KERR §

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 as executrix of the estate of Walter A. Wenzel, Deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of May, 1979.



Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81
Jimmie L. Peschel
(Stamped or printed name of notary)

THE STATE OF TEXAS §
COUNTY OF KERR §

VOL 221 PAGE 355

BEFORE ME, the undersigned authority, on this day personally appeared Erma M. 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of May, 1979.



Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81
Jimmie L. Peschel
(Stamped or printed name of notary)

Being all of a certain 35.49 acre tract or parcel of land out of Florentine Lara Survey No. 123, Abstract No. 225, in Kerr County, Texas; part of 458 acres of land conveyed to Walter A. Wenzel from Elizabeth Ann Marks and husband, Norman L. Marks, by a Warranty Deed with Vendor's Lien dated the 5th day of October, 1948 and recorded in Volume 85 at Page 107 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a cornerpost and 1/2" iron stake for the south corner of the herein described tract, the most westerly corner of Forest West Subdivision Section Two, the plat of which is recorded in Volume 4 at Page 135 of the Plat Records of Kerr County, Texas, the west corner of a certain 25.755 acres of land conveyed to John W. Miller, Jr. from Casas Montanana, Inc. by a deed dated the 18th day of June, 1976 and recorded in Volume 190 at Page 305 of the Deed Records of Kerr County, Texas; a reentrant corner in the southeast boundary of said Wenzel land, which point bears, more or less, 3800 ft. S.45°W. and 1492 ft. N.45°W. from the north corner of P. R. Oliver Survey No. 122;

THENCE, upon, over and across said Wenzel land; N.61° 32'W., 250.80 ft. to a 1/2" iron stake; and N.44° 19'W., 871.10 ft. to a 1/2" iron stake set for the west corner of the herein described tract in a fence along the northwest line of said Wenzel land, said to be the northwest line of said Survey No. 123;

THENCE, with said fence along the northwest line of said Wenzel land and Survey No. 123, N.45° 15'E., 1613.70 ft. to a 1/2" iron stake set for the north corner of the herein described tract;

THENCE, again upon, over and across said Wenzel land, S.44° 25'E., 923.06 ft. to a fence cornerpost for the east corner of the herein described tract, the north corner of said 25.755 acre Miller tract;

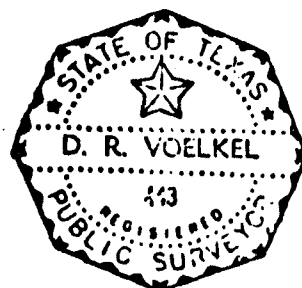
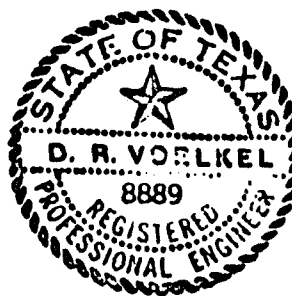
THENCE, with a fence along the common line between said Wenzel land and 25.755 acre Miller tract: S.45° 47'W., 988.55 ft. to an anglepost; S.01° 53'E., 41.16 ft. to an anglepost; and S.27° 38'W., 551.94 ft. to the PLACE OF BEGINNING, containing 35.49 acres of land within these metes and bounds.

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 17th day of May, 1979



D. R. Voelkel
Registered Professional Engineer No. 8889
Registered Public Surveyor No. 443



FILED FOR RECORD

at 4:10 o'clock P.M.

MAY 18 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Dona Klingemann, Deputy

EXHIBIT "A"

792911
FIDELITY ABSTRACT AND TITLE CO. ✓

VOL. 221 PAGE 357

323 Earl Garrett
Phone 96-4311 P. O. Box 5-9
Kerrville, Texas 78028

WALTON JENNINGS WENZEL, IN-
DEPENDENT EXECUTOR OF ESTATE
OF WALTER A. WENZEL, DECEASED,
ET AL

TO

JOHN W. MILLER, JR., CO., INC.

WARRANTY DEED

FILED FOR RECORD

at 4:10 o'clock P.M.

MAY 18 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By Anna R. Dugeman Deputy

RETURN TO:

LAVERN D. HARRIS & ASSOCIATES
A PROFESSIONAL CORPORATION
LAWYERS BUILDING
631 WATER STREET
KERRVILLE, TEXAS 78028

Filed for record May 18, 1979 at 4:10 o'clock P.M.
Recorded May 22, 1979
EMMIE M. MUENKER, Clerk.

By William J. Korman Deputy

800960

WARRANTY DEED

VOL. 231 PAGE 589

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

That WALTON JENNINGS WENZEL, INDEPENDENT EXECUTOR OF THE ESTATE OF WALTER A. WENZEL, DECEASED, ERMA YOSS WENZEL, INDEPENDENT EXECUTRIX OF THE ESTATE OF WALTER A. WENZEL, DECEASED, and ERMA M. WENZEL, INDIVIDUALLY of the County of Kerr, State of Texas, hereinafter referred to as Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by JOHN W. MILLER, JR., CO., INC., a Texas corporation, of Kerr County, Texas, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, and for which no lien, expressed or implied does or shall exist, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the above named Grantee all of the following described property lying and being situated in Kerr County, Texas, to-wit:

TRACT ONE:

Being all of a certain tract or parcel of land out of Florentine Lara Survey No. 123, Abstract No. 225, in the City of Kerrville, Kerr County, Texas; part of 458 acres of land conveyed to Walter A. Wenzel from Elizabeth Ann Marks and husband, Norman L. Marks, by a Warranty Deed with Vendor's Lien dated the 5th day of October, 1948, and recorded in Volume 85 at Page 107 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake for the west corner of the herein described tract, the north corner of a certain 35.49 acre tract of land conveyed from Walton Jennings Wenzel, Independent Executor of the Estate of Walter A. Wenzel, deceased, Erma Yoss Wenzel, Independent Executrix of the Estate of Walter A. Wenzel, deceased and Erma M. Wenzel, Individually, to John W. Miller, Jr., Co., Inc., by a warranty deed executed the 18th day of May, 1979, and recorded in Volume 221 at Page 352 of the Deed Records of Kerr County, Texas, which beginning point bears, more or less, 7455 ft. N.45°E., from the west or upper river corner of said Survey No. 123;

THENCE with a fence along the northwest line of said Wenzel land, N.45°15'E., 258.75 ft. to a 1/2" iron stake set for the north corner of the herein described tract;

THENCE upon, over and across said Wenzel land: S.44°54'E., 200.92 ft.; S.38°54'E., 333.89 ft.; and S.19°14'E., 535.65 ft. to a 1/2" iron stake set in a fence along the northeast line of a 25.755 acre tract of land conveyed to John W. Miller, Jr., from Casas Montanas, Inc., by a deed executed the 18th day of June, 1976, and recorded in Volume 190, Page 305, Deed Records of Kerr County, Texas;

THENCE with a fence, N.44°19'W., 87.12 ft. along the northeast line of Miller 25.755 acre tract to a fence at its north corner, the east corner of said Miller 35.49 acre tract; and along the northeast line of said Miller 35.49 acre tract, N.44°27'W., 927.84 ft. to the PLACE OF BEGINNING, containing 4.32 acres of land within these metes and bounds.

TRACT TWO:

Three rectangular tracts of land for use as temporary street cul-de-sac easements, 100 ft. square, and described as follows:

Cul-de-sac No. 1 (at the southwest end of proposed Oak Ridge Drive):

Beginning at a point for the north corner of the herein described tract in the southwest line of the 35.49 acre tract of land referenced in the hereinabove described 4.32 acre tract, which point bears 165.01 ft. S.44°19'E. from the west corner of said Miller 35.49 acre tract;

THENCE along the southwest line of said Miller 35.49 acre tract, S.44°19'E., 100.00 ft. to a point for the east corner of the herein described easement;

THENCE S.45°06'W., 100.00 ft. to a point for the south corner of the herein described easement;

THENCE N.44°19'W., 100.00 ft. to a point for the west corner of the herein described easement;

THENCE N.45°06'E., 100.00 ft. to the PLACE OF BEGINNING, containing 0.23 acre of land.

Cul-de-sac No. 2 (at the northeast end of proposed Oak Ridge Drive):

BEGINNING at the centerline of said proposed Oak Ridge Drive as it is to be extended across the above described 4.32 acres, which point bears 258.75 ft. N.45°06'E., and 200 ft. S.44°54'E., from the north corner of said Miller 35.49 acre tract;

THENCE along the northeast line of the hereinabove described 4.32 acre tract, N.44°54'W., 50.00 ft. to a point for the west corner of the herein described easement;

THENCE N.45°06'E., 100.00 ft. to a point for the north corner of the herein described easement;

THENCE S.44°54'E., 100.00 ft. to a point for the east corner of the herein described easement;

THENCE S.45°06'W., 105.25 ft. to a point for the south corner of the herein described easement in the northeast line of said 4.32 acre tract;

THENCE with the northeast line of said 4.32 acre tract, N.38°54'W., 50.28 ft. to the PLACE OF BEGINNING, containing 0.23 acre of land within these metes and bounds.

Cul-de-sac No. 3 (at northeast end of proposed extension of Glen Road):

BEGINNING at the east corner of the 35.49 acre tract of land referenced in the hereinabove described 4.32 acre tract, the north corner of the 25.755 acre tract also referenced in the hereinabove described 4.32 acre tract;

THENCE along the northeast line of said 35.49 acre tract, N.44°25'W., 80.00 ft. to a point for the west corner of the herein described easement;

THENCE N.45°33'E., 100.00 ft. to a point for the north corner of the herein described easement;

THENCE S.44°25'E., 100.00 ft. to a point for the east corner of the herein described easement;

THENCE S.45°33'W., 100.00 ft. to a point for the south corner of the herein described easement in the northeast line of said Miller 25.755 acre tract;

THENCE with the northeast line of said Miller 25.755 acre tract, N.44°25'W., 20.00 ft. to the PLACE OF BEGINNING, containing 0.23 acre of land within these metes and bounds.

Surveyed on the ground and field notes written by D. R. Voelkel, Registered Professional Engineer No. 8889, Registered Public Surveyor No. 443, October 4, 1979.

Each of the three (3) cul-de-sacs above described may be used by Grantee until such time as the area is fully developed by the construction of improvements upon all of the lands surrounding each cul-de-sac.

This conveyance is made and accepted subject to the following:

1. Easement to L.C.R.A. dated February 26, 1951, recorded in Vol. 1, Page 295, Easement Records of Kerr County, Texas.
2. Easement to L.C.R.A. dated May 21, 1959, recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
3. Easement to Kerrville Telephone Company and L.C.R.A. recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.

This conveyance is made and accepted subject to the following restrictions:

1. Said land shall be developed and used for single family dwellings.
2. No mobile homes or house trailer shall ever be placed thereon.
3. No swine shall ever be allowed on said property.

These restrictions and covenants shall run with the land and are enforceable by Grantors.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantors do hereby bind themselves, their heirs, executors, administrators and successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim he same or any part thereof.

EXECUTED this the 12 day of February, A.D. 1980.

FILED FOR RECORD

at 4:35 o'clock P.M.

FEB 14 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By J. W. Muenker Deputy

Walton Jennings Wenzel
WALTON JENNINGS WENZEL, Independent
Executor of the Estate of Walter A.
Wenzel, Deceased

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

Erma M. Wenzel
ERMA M. WENZEL

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Walton Jennings 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 as executor of the estate of Walter A. Wenzel, Deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of February, A.D. 1980.



Beth LeMeilleur
Notary Public in and for
Kerr County, Texas

My commission expires

BETH LEMEILLEUR
NOTARY PUBLIC
KERR COUNTY, TEXAS

MY COMMISSION EXPIRES 3-8-80

Stamped or Printed Name of Notary

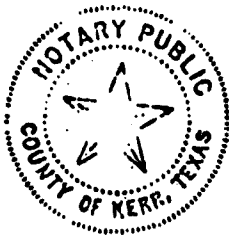
THE STATE OF TEXAS §

VOL: 231 PAGE 593

COUNTY OF KERR §

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 as executrix of the estate of Walter A. Wenzel, Deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of February, A.D. 1980.



Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81

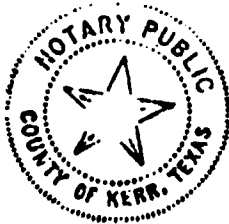
Jimmie L. Peschel
Stamped or Printed Name of Notary
Jimmie L. Peschel

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Erma M. 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of February, A.D. 1980.



Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81

Jimmie L. Peschel
Stamped or Printed Name of Notary
Jimmie L. Peschel

800960

VOL 231 PAGE 594

FIDELITY ABSTRACT AND TITLE CO.
Pb. 896-4311 Kerrville, Texas

WALTON JENNINGS WENZEL,
INDEPENDENT EXECUTOR OF THE
ESTATE OF WALTER A. WENZEL,
DECEASED, ET AL

TO

JOHN W. MILLER, JR., CO.,
INC.

WARRANTY DEED

Filed 14 Day of Feb. A.D. 1980
EMMIE M. MUENKER, J: 35 P.M.
Clerk County Court, Kerr County, Texas
By Winnie J. Warrick Deputy

RETURN TO:

LAVERN D. HARRIS & ASSOCIATES
A PROFESSIONAL CORPORATION
LAWYERS BUILDING
631 WATER STREET
KERRVILLE, TEXAS 78028

Filed for record February 14, 1980 at 4:35 o'clock P.M.
Recorded February 19, 1980
EMMIE M. MUENKER, Clerk

By Betty J. Leroy Deputy

804146

RESTRICTIONS
FOREST WEST, SECTION IV, PHASE I
KERR COUNTY, TEXASTHE STATE OF TEXAS ;
COUNTY OF KERR ;

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, JOHN W. MILLER JR., CO., INC., a Texas corporation, hereinafter referred to and identified as "Owner", is the owner of the tracts of land in Kerr County, Texas, said tracts of land comprising all of the land which has been subdivided as Forest West, Section IV, Phase I, a subdivision to the City of Kerrville, Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 215, 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, save and except Lot 1, Block 1, that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that 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, 1999, 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 subdivision 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 any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property sit-

uated 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 covenants 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 judgment or court order shall in nowise 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 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. The term "residential purposes" means for single family residence purposes. Owner may maintain and operate a sales office on any lot in said subdivision in connection with the development of the subdivision. Lots noted on the plat zoned as R-2 shall be allowed to have duplexes on same.

2. Signs: No sign of any kind shall be displayed, erected, or maintained on any 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 signs used by Owner in connection with the development of Forest West, Section IV.

3. Animals: No swine, livestock, poultry, or any other animals of any kind shall be bred, raised, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial or food producing purposes. Pets must be sheltered and the areas where they are kept must be clean at all times.

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 premise 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, truck body, basement, tent, shack, garage, barn or other building, (other than the main residence), shall at any time be used for dwelling purposes or for any other permanent purpose, nor shall any residence of any temporary character be permitted. Travel trailers, and other small trailers, belonging to individual owners of said property must be stored at the rear of the main residence upon said premises provided they are not used for dwelling purposes. Servants' quarters may be constructed as long as they are not the main dwelling.

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, 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. Septic Tanks and Water Supply: No outside toilets, outdoor privies or septic tanks will be permitted, and no private water wells or water supply will be permitted.

8. Direction of Dwelling: All improvements shall be constructed on the lot so as to front upon the street which such lot faces.

9. 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. Lot owners shall keep their property clean at all times.

10. Easements: The use of easements as shown on the recorded plat is granted to the public and to the utility companies as set forth on said plat for the purposes of drainage, sanitary and storm sewer lines, the location of gas, water, electrical, television cable, 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 channels in the easements. The easement area of each lot and all improvements in 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.

11. Storage of Materials: Storage of any type or kind of materials or products is prohibited upon all lots except that building materials 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 or parcel of land 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.

12. Garbage Cans: No garbage can or refuse container 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 contracted collector.

13. 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.

14. Building Set Back Lines: No dwelling or outbuilding on a residential lot shall be closer to the front line than twenty-five (25) feet or the building set back line shown upon the plat of said subdivision, whichever may be the greater. Any variances from this must be approved in writing by the Forest West Building Board. On interior lots, no dwelling or outbuilding shall be closer than six (6) feet to a side line. On corner lots, no dwelling or outbuilding shall be closer than fifteen (15) feet or the building set back line shown upon the plat of said subdivision whichever may be the greater, to the street forming the said lot line of the lot. No outbuilding shall be constructed nearer than seventy-five (75) feet from front street. Nothing in these restrictions shall be construed to prohibit the installation of one or more swimming pools with pertinent and necessary equipment and buildings except that the same shall not be constructed nearer than fifty (50) feet from front street.

15. Exterior Material: All dwellings in this subdivision must have not less than sixty percent (60%) 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), Austin Stone, 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 Forest West Building Board and must be approved in writing by said building board prior to construction. No asbestos shingle siding shall be permitted as an exterior siding on any dwelling.

16. Dwelling Size: The floor area of the single family dwellings of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand seven hundred (1700) square feet for all residential dwellings. On lots where duplexes are allowed they must be a minimum of two thousand two hundred (2200) square feet.

17. Roofing Materials: All dwellings in this subdivision shall have a wood shingle or cedar shake roof, except where the use of Mexican tiles, metal or a heavy composition shingle roof will produce an equal or better appearance. Composition shingles of two hundred forty pound (240#) shall not be permitted on any residential dwelling.

18. Resubdivision: No lot may be subdivided or resubdivided for an additional residence.

19. Prohibition Against Moving in Houses: No dwelling house or other structure shall be moved upon the premises from outside said subdivision, except with the express consent of a majority of the lot owners, each lot to be allowed one vote.

20. Trailers or Motor Homes: There shall be no storage of travel trailers or motor homes unless completely enclosed.

21. Parking: Permanent on the street parking is prohibited.

22. Future Remodeling and Reconstruction: All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

23. Forest West Building Board: Prior to the construction or erection of any residential building and all outbuildings in connection therewith, the plans of construction shall first be approved in writing by the Forest West Building Board. Said

Forest West Building Board is composed of John W. Miller, Jr., and Brenda Miller, their heirs, executors, successors, and assigns, or designees in writing.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed, this the 4th day of August, 1980.

JOHN W. MILLER JR., CO., INC.

By John W. Miller, Jr.
JOHN W. MILLER, JR., President

THE STATE OF TEXAS ;

COUNTY OF KERR ;

BEFORE ME, the undersigned authority, on this day personally appeared JOHN W. MILLER, JR., President of JOHN W. MILLER JR., CO., INC., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of August, A. D. 1980.



Beth L. Meilleur
Notary Public in and for
Kerr County, Texas

FILED FOR RECORD

at 3:40 o'clock P.M.

AUG 4 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By Rosaline Muenker Deputy

BETH L. MEILLEUR
NOTARY PUBLIC
KERR COUNTY, TEXAS

MY COMMISSION EXPIRES 3-8-84

804146

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Forest West Section IV, Phase
JOHN W. MILLER, JR., CO., INC.

to
The Public

RESTRICTIONS

FILED FOR RECORD

at 3:40 o'clock P.M.

AUG 4 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By Margaret M. Miller Deputy

RETURN TO:

HARRIS, HARRIS, CHILDERS
& MONROE

A PROFESSIONAL CORPORATION

LAWYERS BUILDING

631 WATER STREET

KERRVILLE, TEXAS 78028

Filed for record August 4, 1980 at 3:40 o'clock P.M.

Recorded August 7, 1980

EMMIE M. MUENKER, Clerk

By Winnie J. Robinson Deputy