

8-3-12

INGRAM HEIGHTS

RESTRICTIONS

Volume 325, Page 353 and Volume 852, Page 308, 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 and Right Of Way dated September 14, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 628, Deed Records of Kerr County, Texas.
- Easement and Right Of Way dated January 14, 1938 to Texas Power & Light Company, recorded in Volume 61, Page 47, Deed Records of Kerr County, Texas.
- Easement dated May 16 and 20, 1947, to L.C.R.A., recorded in Volume 82, Page 341, Deed Records of Kerr County, Texas.
- Easement dated December 27, 1949, to L.C.R.A., recorded in Volume 1, Page 215, Easement Records of Kerr County, Texas.
- Easement dated April 30, 1958, to L.C.R.A., recorded in Volume 2, Page 638, Easement Records of Kerr County, Texas.
- Easement dated May 27, 1959 to L.C.R.A., recorded in Volume 3, Page 172, Easement Records of Kerr County, Texas.
- Easement dated December 8, 1959 to L.C.R.A., recorded in Volume 3, Page 459, Easement Records of Kerr County, Texas.
- Easements as per the Plat recorded in Volume 5, Page 97, Plat Records of Kerr County, Texas.
- Easements as per the Restrictions recorded in Volume 325, Page 353 and Volume 852, Page 308, Real Property 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)

04673

RESTRICTIONS FOR INGRAM HEIGHTS SUBDIVISION

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

§

That, CHARLES W. WOLFF, d/b/a CHUCK WOLFF INVESTMENTS, with offices at 1150 Sidney Baker South, Kerrville, Texas 78028, being the owner of the hereinafter described property, does hereby make and publish the following limitations and restrictions which are to apply to and become a part of all contracts of sale, deeds or other legal instruments whereby title or possession is divested out of the present owner and invested in other person or persons, to any and all lots and blocks described as follows, to-wit:

Lots One (1) thru Eight (8), INGRAM HEIGHTS SUBDIVISION, Kerr County, Texas, an addition to the City of Kerrville, Kerr County, Texas, according to the amended map thereof recorded in Volume 5, Page 97, of the Plat Records of Kerr County, Texas.

to all of which the undersigned does hereby bind himself as the sole owner of said lots.

I.

FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants hereinafter contained in their entirety shall apply to all lots above described in INGRAM HEIGHTS SUBDIVISION, Kerrville, Kerr County, Texas. for convenience, the lots in said subdivision will be designated "Lot" in the singular and "Lots" in the plural, the INGRAM HEIGHTS SUBDIVISION, will be designated, "the Subdivision" and CHARLES W. WOLFF, will be designated as the "Owner".

LAND USE AND BUILDING TYPE

1. All tracts shall be used solely for residential purposes, being limited to either a single-family residence or what is commonly known as a duplex in which no more than two families reside.

2. No single-family dwelling house which contains less than 1100 square feet of living area or a duplex which contains less than 1600 square feet of living area, exclusive of porches, breezeways, garages, carports or basements, may be erected upon any tract in this subdivision. The exterior of the building shall be completed not later than twelve (12) months after laying the foundation of the building. Servants quarters, guest houses and outbuildings may be constructed on the property after completion of the dwelling house, except as otherwise provided herein. The front of each main dwelling house shall be of brick or stone or brick or stone veneer construction.

3. No building shall be occupied until the exterior thereof shall be completely finished and connected to a disposal system approved by the City of Kerrville, and/or State Health Department, or other lawful authority. No outside toilets or cesspools shall be permitted.

4. No building shall be moved onto any tract without first obtaining permission in writing from the Developer or if the Developer fails to act, by written consent of 60 per cent (60%) of the tract owners, each tract owner having one vote per tract.

5. No mobile home shall be used as a dwelling.

6. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicle, so

long as it is not used as a permanent dwelling; no such vehicle shall be permanently parked on the street.

7. No junk or inoperative vehicles may be stored on any tract or street in this subdivision.

8. No swine or any other animals or poultry that are noxious or offensive shall be kept on any tract or portions thereof. Pets shall be permitted provided said pets are sheltered and kept within the boundaries of said tract and meets applicable city regulations.

9. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood.

10. The Developer reserves unto themselves or their assigns, an easement for utility purposes ten (10) feet wide on each side of all lot or tract lines and roadways and easements for anchor guy combinations wherever necessary for the installation and maintenance of electric, telephone and utility lines, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines.

11. No trailer, trailer house, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.

12. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

13. All boats, boat trailers, stock trailers, or trailers of any kind, shall be parked on the property of the lot owner, and shall not be parked on any street or alley.

14. All outbuildings such as tool sheds, storage houses, trailer ports, etc., shall have exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.

II.

GENERAL PROVISIONS

Term. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement. Enforcement shall be by proceeding 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.

Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 21st day of May, 1985.


CHARLES W. WOLFF

ACKNOWLEDGMENT

VOL 325 PAGE 355

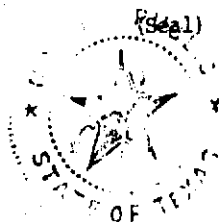
STATE OF TEXAS

§

COUNTY OF KERR

§

This instrument was acknowledged this 21st day of May, 1985, by
Charles W. Wolff.



Sharon M. Footer
Notary Public, State of Texas

SHARON M. FOOTER
Notary's Printed Name
My commission expires: 6-14-86

FILED FOR RECORD
 at 4:16 o'clock P. M.

MAY 21 1985

PATRICIA DYE
 Clerk County Court, Kerr County, Texas
 by Deia Hudaca Deputy

Return to:

Dennis & Monroe
 Ottis, at Law
 Bank of Kennville - Texas,
 Suite 500
 Kennville, TX 78028

4105

FIRST AMENDED DECLARATION OF RESTRICTIONS
FOR INGRAM HEIGHTS SUBDIVISION

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

WHEREAS, BOBBY G. WADDELL, RICKY LEE and wife, DORIS JEAN LEE, and MORRIS HARRIS and wife, GLORIA HARRIS, are all of the owners of Lots 1 through 8, inclusive of Ingram Heights Subdivision, a subdivision filed of record in Volume 5, Page 97, of the Plat Records, Kerr County, Texas (hereinafter "Landowners");

WHEREAS, the Landowners wish to make such property subject to certain amended protective covenants, conditions and restrictions.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, transferred, sold and conveyed, subject to the covenants, conditions and restrictions as hereinafter set forth, which shall run with the property and be binding on all parties having an interest therein.

The First Amended Declaration Of Restrictions For Ingram Heights Subdivision (hereinafter "Amended Declaration") shall supercede and take the place of the previous Restrictions For Ingram Heights Subdivision filed of record in Volume 325, Page 353, of the Real Property Records of Kerr County, Texas. This Amended Declaration shall not, however, affect the validity or enforceability of the previous Declaration Of Covenants, Conditions, And Restrictions during the time in which they were in effect.

I.

FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants hereinafter contained in their entirety shall apply to all lots above described in INGRAM HEIGHTS SUBDIVISION, Kerrville, Kerr County, Texas. For convenience, the lots in said subdivision will be designated "Lot" in the singular and "Lots" in the plural, the INGRAM HEIGHTS SUBDIVISION, will be designated, "the Subdivision" and CHARLES W. WOLFF, will be designated as the "Owner".

LAND USE AND BUILDING TYPE

1. All tracts shall be used solely for residential purposes, being limited to either a single-family residence or what is commonly

known as a duplex in which no more than two families reside.

2. No single-family dwelling house which contains less than 1100 square feet of living area or a duplex which contains less than 1600 square feet of living area, exclusive of porches, breezeways, garages, carports or basements, may be erected upon any tract in this subdivision. The exterior of the building shall be completed not later than twelve (12) months after laying the foundation of the building. Servants quarters, guest houses and outbuildings may be constructed on the property after completion of the dwelling house except as otherwise provided herein. The front of each main dwelling house shall be of brick or stone or brick or stone veneer construction.

3. No building shall be occupied until the exterior thereof shall be completely finished and connected to a disposal system approved by the City of Kerrville, and/or State Health Department, or other lawful authority. No outside toilets or cesspools shall be permitted.

4. No building shall be moved onto any tract without first obtaining permission in writing from the Developer or if the Developer fails to act, by written consent of 60 per cent (60%) of the tract owners, each tract owner having one vote per tract.

5. No mobile home shall be used as a dwelling, however, double-wide mobile homes that are skirted shall be acceptable as a dwelling.

6. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicle, so long as it is not used as a permanent dwelling; no such vehicle shall be permanently parked on the street.

7. No junk or inoperative vehicles may be stored on any tract or street in this subdivision.

8. No swine or any other animals or poultry that are noxious or offensive shall be kept on any tract or portions thereof. Pets shall be permitted provided said pets are sheltered and kept within the boundaries of said tract and meets applicable city regulations.

9. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance

or nuisance to the neighborhood.

10. The Developer reserves unto themselves or their assigns, an easement for utility purposes ten (10') feet wide on each side of all lot or tract lines and roadways and easements for anchor guy combinations wherever necessary for the installation and maintenance of electric, telephone and utility lines, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines.

11. No trailer, trailer house, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.

12. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

13. All boats, boat trailers, stock trailers, or trailers of any kind, shall be parked on the property of the lot owner, and shall not be parked on any street or alley.

14. All outbuildings such as tool sheds, storage houses, trailer ports, etc., shall have exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.

II.

GENERAL PROVISIONS

Term. 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 thirty (30) years from May 21, 1985, which is the date of the original Restrictions, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to

violate any covenants either to restrain violation or to recover damages.

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

Executed this 3 day of June, 1996.

LANDOWNERS:

Bobby G. Waddell
BOBBY G. WADDELL

Ricky Lee
RICKY LEE

Doris Jean Lee
DORIS JEAN LEE

Morris Harris
MORRIS HARRIS

Gloria Harris
GLORIA HARRIS

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 3 day of June, 1996, by BOBBY G. WADDELL.

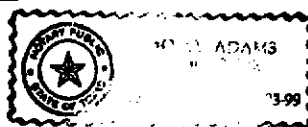


Cathy P. Jacobs
Notary Public, State of Texas
My Commission Expires: 2/17/2000
Cathy P. Jacobs
Notary's Typed/Printed Name

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 31st day of May, 1996, by RICKY LEE and wife, DORIS JEAN LEE.

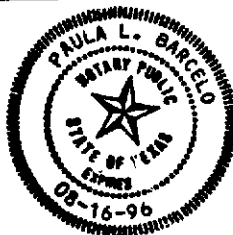


Jolly Adams
Notary Public, State of Texas
My Commission Expires: 8-3-99
Jolly Adams
Notary's Typed/Printed Name

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 3rd day of June, 1996, by MORRIS HARRIS and wife, GLORIA HARRIS.



Paula L. Barcelo
Notary Public, State of Texas
My Commission Expires: 8/16/96
Paula L. Barcelo
Notary's Typed/Printed Name

AFTER RECORDING RETURN TO:

Bobby G. Waddell ✓
P. O. Box 35
Center Point, Texas 78010

PREPARED IN THE LAW OFFICE OF:

Robert J. Parmley
222 Sidney Baker South, Suite 615
Kerrville, Texas 78028

FILED FC.7 RECORDED
at 2:35 o'clockM

JUN 3 1996

PATRICIA DYE

Clerk County Court, Kerr County, Texas
Caroline Deputy

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 File Number _____ on the
_____ day of _____ 1996 and was duly RECORDED in the
Official Public Records of Kerr County, Texas at:

RECORD

VOL

RECORDING DATE

JUN 04 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye
COUNTY CLERK, KERR COUNTY

RECORDER'S NOTE

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