

Item: **RIVERPARK ESTATES**

(Category: RESTRICTIONS)

Volume 207, Page 563, 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.

Item: **RIVERPARK ESTATES**

(Category: Subdivisions)

- a. Road and Utility Easements as per the Plat recorded in Volume 4, Page 42, Plat Records of Kerr County, Texas.
- b. Easement and Building Set Back Line as per the Restrictions recorded in Volume 207, Page 563, Deed Records of Kerr County, Texas.
- c. Right Of Way Easement dated April 24, 1978 to Bandera Electric Cooperative, Inc., recorded in Volume 10, Page 23, Easement Records of Kerr County, Texas.
- d. Telephone Line Right-Of-Way Easement dated January 31, 1959 to Hill Country Telephone Cooperative, Inc., recorded in Volume 13, Page 712, Easement 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)

RESTRICTIONS

THAT GUADALUPE DEVELOPMENT COMPANY, being the sole owner and developer of RIVERPARK ESTATES in KERR COUNTY, TEXAS, do hereby restrict RIVERPARK ESTATES, as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of lots in said subdivision, and his or their heirs, assigns, successors, and administrators, to wit:

1. All lots shall be known and used exclusively for residential purposes.
2. No lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single family dwelling unit, not to exceed two stories, shall be erected, placed, or permitted to remain on any residential lot. No temporary structure of any sort shall be used on any lot as a residence at any time. Mobile homes may be used as residence for a maximum of one year during construction of a permanent dwelling. Campers, or motor homes during week-end or vacation periods are permissible.
4. Lots may be subdivided provided that (1) no single lot be less than 0.7 acre, (2) seller possess General Warranty Deed to the lot being subdivided, and (3) purchaser acknowledge applicable restrictions by signing a copy of the Riverpark Estates Restrictions.
5. No residence shall be located on any lot nearer than 25 feet to the front line nor nearer than four feet to the side or back lot line of any lot, and no outbuilding shall be constructed nearer than 40 feet to the front line nor nearer than four feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
6. No residence of less than 750 square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot.
7. Buildings shall be neat in appearance, and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within 180 days from the beginning date of construction. All house plans shall be approved in writing by the developer, the successors or assigns, prior to construction on lot.
8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed or permitted to remain on any residential lot, except however, a standard real estate for sale sign may be erected.
10. No commercial hunting will be conducted or allowed on said land, and the discharging of firearms of any nature is expressly forbidden.
11. Livestock (horses, cattle, sheep or goats) shall be restricted to a total of two animals per lot. Lots exceeding 2.3 acres may add one additional animal for each acre over the minimum of 2.3 acres.
12. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, the Developer, or the successors or assigns, may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to Developer or the successors or assigns.
13. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by action of the property owners of RIVERPARK ESTATES.
14. Enforcement of these covenants shall be a 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 from the violations.
15. Invalidity of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.
16. RIVERPARK ESTATES as sellers retain an easement six feet wide along the perimeter of each lot to be used as an access for purposes of utilities.

SIGNED

John P. Wallace Trustee

DATE

April 24, 1978

SIGNED

Riverpark Estates

DATE

STATE OF TEXAS I
COUNTY OF KERR I

VOL. 207 PAGE 564

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. WELLS, Trustee for River Park Estates, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed and as the act and deed of said Estates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of April, A.D. 1978.

Stephanie M. Hall
Notary Public in and for
Kerr County, Texas

STEPHANIE M. HALL
NOTARY PUBLIC
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 1-22-80

FILED FOR RECORD

at 11:15 o'clock A.M.

APR 24 1978

EMMIE M. MUENKER

Clerk of County Court, Kerr County, Texas
By *Marie Ann McDaniel* Deputy

Return to:

John P. Wells
2001 Sidney Baker
Kennett, Texas 77028

Restitutions

Riverpark Estates

D

The Public

182646

Filed for record April 24, 1978 at 11:15 o'clock A.M.
Recorded April 27th, 1978
EMMIE M. MUENKER, Clerk

By *Mari Ann McDaniel* Deputy