

GUADALUPE PLAZA RESTRICTIONS

Volume 187, Page 647, 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 EXCEOTIONS

- Minerals conveyed by Grantor, as described in Mineral Deed from James Hollimon to L.B. Cummings, dated July 23, 1929, recorded in Volume 5, Page 105, Oil & Gas Lease Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interests and conveyance. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- Easements as per the Plat recorded in Volume 4, Pages 54-55, Plat Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 187, Page 647, Deed Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

762125 DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS TO GUADALUPE PLAZA

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

WHEREAS, LEON R. TURNER and wife, DEAN TURNER, of the County of Kerr and State of Texas, hereinafter referred to and identified as "Owners", are the Owners of the Tracts of land in Kerr County, Texas, said Tracts of land comprising all of the land which has been subdivided as GUADALUPE PLAZA, Kerr County, Texas, a plat of which Subdivision has been heretofore filed in Volume 4, Page 54, of the Plat Records of Kerr County, Texas; and

WHEREAS, it is deemed to be the best interest of the above-described Owners 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 restricted and modern subdivision; and

WHEREAS, it is desirable that such restrictions applying to GUADALUPE PLAZA be put of record and include all the Tracts of land in said Subdivision;

NOW THEREFORE, Owners do hereby adopt the following covenants, conditions and restrictions which shall be taken and deemed as covenants to run with the land and be binding on Owners and on all persons acquiring title under them for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, at the end of which time said covenants, conditions and restrictions shall be automatically extended for successive periods of

ten (10) years unless and until, by duly recorded instruments 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.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. All lots shall be used for residential purposes only. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, multiple family dwellings, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses of said property and such uses are hereby expressly prohibited. No other buildings shall be constructed on or moved onto any lot prior to the construction of a single family residence containing not less than Eight Hundred Forty (840) square feet of living space, exclusive of open porches, breezeways, carports and garages, or before a conforming mobile home is moved onto said lot. All buildings to be erected or constructed shall be first submitted to Seller for approval with a sufficient sketch and specifications attached. Seller's failure to give notice of disapproval of such plans and specifications within thirty (30) days after receipt of same shall be deemed to constitute approval thereof.

2. The minimum size of mobile homes placed on lots for residential purposes shall be restricted to a minimum width of fourteen (14) feet and a minimum length of sixty (60) feet. Not more than one (1) family shall reside in said home on a permanent basis. Privately owned travel trailers may be stored on owner's lot only after written approval has been obtained from the management, but may not be permanently

occupied. Travel trailers will not be connected to utilities unless specific written approval is granted by Seller.

3. Each mobile home shall be skirted (the area between the bottom of the coach and the ground level) within ninety (90) days from the date the mobile home is installed on any lot. This skirting shall be non-transparent material and must compliment the color and design of the mobile home.

4. No building or mobile home shall be located nearer than ten (10) feet to the property line adjoining any street or public thoroughfare, nor shall any building be located nearer than ten (10) feet to any other property line with the exception of carports and patios which may be within one (1) foot of side property lines.

5. Only one (1) mobile home or permanent residence will be permitted on any one (1) lot. No resubdivision will be permitted without written consent of Seller.

6. No residence or mobile home shall be occupied until connected to the disposal system which shall be provided by Seller. No outside toilets shall be permitted.

7. Any fence must be of rock, wood or chain link construction and approved by Seller prior to construction. Wood material other than cedar or redwood must be painted with at least two (2) coats of paint annually. No fence shall be placed closer to the street than three (3) feet.

8. Seller reserves unto himself a ten (10) foot easement for utility purposes along each boundary of said property, and any additional footage required for guy wires or anchors.

9. No outside clothes lines shall be permitted.

10. Household pets shall be permitted provided they are kept in an enclosure in conformance with standards prescribed

by Seller. This enclosure shall be maintained under strict sanitary conditions and said household pets shall not create a public nuisance. Household pets may not be bred or maintained for commercial purposes.

11. The raising or keeping of hogs, horses, rabbits, poultry, fowls, or of other livestock, on any part of the subdivision is strictly prohibited without the express written consent of Seller.

12. No spiritous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale on any residential site. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or the United States, or of police, health, sanitary, building or fire code regulations or instruction relating to or affecting the use, occupancy or possession of any of said sites.

13. No sign or signs of any kind shall be displayed on any residential lot to the public view except one (1) sign of not more than five (5) square feet advertising the property for sale.

14. No major repairing of motor vehicles shall be permitted on such lots. "For Sale" signs may be placed upon only one (1) motor vehicle located on such lot or parked on the street in front of such lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any street within the subdivision for more than five (5) days. No motor vehicle which is not in operating condition or not bearing current license plates shall be placed or permitted to remain on the street or on any portion of the lot (closer to the front property line than the

rear walls of the mobile home constructed thereon). No construction machinery, dump trucks, tractors, highway trailers, mowers, blades, etc., may be parked on any lot.

15. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept only in sanitary containers of a type and size approved by Seller. Garbage cans must be removed from the street on the same day as garbage is collected. All boxes must be flattened and newspapers secured so as to allow easy handling. No garbage or trash shall be burned on a lot.

16. No oil, gas or water drilling or development operations of refining, quarrying or mining operations of any kind shall be permitted upon or on any lot. No derrick or other structure designed for use in exploring for or producing any minerals shall be erected, maintained or permitted upon any lot.

17. Any lot owner for whom a mobile home is being moved, added to or removed from a lot, shall be liable for any and all damages resulting directly or indirectly from the moving, removal or installation of such mobile home.

18. Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the recorded plat of Seller.

19. All residences and other buildings must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

20. The riding of motorcycles on any of the streets within the subdivision is forbidden.

21. All lots or parcels including landscaping and improvements thereon shall be maintained and kept clean at all times in accord with customary community standards. In the event any lot or parcel, including landscaping or improvements thereon, is not maintained and kept clean in accordance

with customary community standards, the Seller shall have the right, either itself or through any other persons, to furnish the labor and/or materials necessary to bring the said lot or parcel, including improvements and/or landscaping thereon, up to customary community standards, and to maintain them according to such a standard. In such event, the owner of any such lot shall pay to the Seller an amount equal to all direct and indirect costs and expenses incurred in furnishing such labor and/or materials or having the same furnished; the amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien on such lot or parcel and shall be payable within ten (10) days after the charge is made. The Seller shall be entitled (but not limited) to enforce its rights hereunder by following the procedure provided for the enforcement of Mechanic's and Materialman's Liens in the State of Texas. This covenant shall constitute a request by each lot or parcel owner under the conditions stated herein for the Seller to furnish any labor and/or materials which are furnished hereunder.

The above restrictions, covenants, and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies shall be cumulative and enforceable by Owners, the said LEON R TURNER and wife, DEAN TURNER, or any person or persons who owns any Tract or Parcel of land situated in the said GUADALUPE PLAZA. Invalidation of any one or any part of these restrictions by judgment or Court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

WITNESS OUR HANDS this 18th day of May

1976.

FILED FOR RECORD

at 9:20 o'clock A.M.

MAY 19 1976

EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By DeputyLeon R. Turner
LEON R. TURNERDean Turner
DEAN TURNER

THE STATE OF TEXAS I

COUNTY OF KERR I

BEFORE ME, the undersigned authority, on this day personally appeared LEON R. TURNER and DEAN TURNER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the

18th day of May, 1976.Pauline Saunders
Notary Public in and for
Kerr County, Texas

Filed for record May 19, 1976 at 9:20 o'clock A. M.
Recorded May 25, 1976
EMMIE M. MUENKER, Clerk

By Deputy Deputy