

**Item: AQUA VISTA ESTATES**

(Category: RESTRICTIONS)

Volume 156, Page 225, Volume 169, Page 188 & Volume 186, Page 175, 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.

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**AQUA VISTA ESTATES**

(Category: Subdivisions)

- a. Road Easement as reserved in deed dated June 2, 1972, recorded in Volume 156, Page 225, Deed Records of Kerr County, Texas.
- b. Right Of Way Easement dated July 5, 1972 to Central Texas Electric Cooperative, Inc., recorded in Volume 7, Page 394, Easement Records of Kerr County, Texas.
- c. Road and Utility Easements as per the Plat recorded in Volume 3, Page 158, Plat Records of Kerr County, Texas.
- d. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 169, Page 188, Deed Records of Kerr County, Texas.
- e. Easement dated November 29, 1975 to Ralph H. DuBois and wife, Mary Quinn DuBois, recorded in Volume 8, Page 643, Easement Records of Kerr County, Texas. (AS PER LOTS 17-23 ONLY)
- f. Any visible and/or apparent roadways or easements over or across the subject property.
- g. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

STATE OF TEXAS §  
COUNTY OF KERR §

761142

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AMENDMENT OF RESTRICTIONS

Whereas, Aqua Vista Estates is a subdivision of record in Kerr County, Texas, as more particularly described in Volume 3, Page 158, Plat Records of Kerr County, Texas (hereinafter called the "Subdivision"); and

Whereas, Michael T. Drymala, Janet A. Reed, Catherine A. Drymala and Paul John Drymala, the record owners of the Subdivision (hereinafter collectively called "Developer") filed certain Restrictions in Volume 169, Page 188, Deed Records of Kerr County, Texas, in order to create and carry out a uniform plan and scheme for the improvement, development and sale of property in the Subdivision; and

Whereas, the above referenced Restrictions provide in paragraph I. 4. that said Restrictions may be repealed or altered at any time by the concurrence of the Developer and the owners of a majority of the lots or tracts in the Subdivision (hereinafter called "Owners"); and

Whereas, Developer and the undersigned majority of the Owners of lots or tracts in the Subdivision desire to amend paragraph II. 2. of said Restrictions,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

For and In Consideration of the premises and mutual benefits derived therefrom, Developer and the undersigned Owners do hereby amend paragraph II. 2. of the Restrictions to read henceforth as follows:

"2. No lot in the Subdivision or any part thereof shall ever be used for any business or commercial purposes whatsoever."

All other provisions of the Restrictions are hereby  
in all things ratified and confirmed.

Executed this the 20 day of November, 1975.

Don Hill  
DON HILL

Dolores G. Hill  
DOLORES G. HILL

Willis M. Stanley  
WILLIS M. STANLEY

Joann M. Stanley  
JOANN M. STANLEY

J. M. Ramsey III  
J. M. RAMSEY III

Barbara K. Ramsey  
BARBARA K. RAMSEY

Edward Lee Joy  
EDWARD LEE JOY

Natalee L. Joy  
NATALEE L. JOY

Fred M. Anthony  
FRED M. ANTHONY

Mabel O. Anthony  
MABEL O. ANTHONY

Jim B. Harper  
JIM B. HARPER

Barbara K. Harper  
BARBARA K. HARPER

William P. Clarkson  
WILLIAM P. CLARKSON

John H. Klingemann  
JOHN H. KLINGEMANN

Michael T. Drymala  
MICHAEL T. DRYMALA, a single man

Janet A. Reed  
JANET A. REED, a feme sole

Catherine A. Drymala  
CATHERINE A. DRYMALA, a feme sole

Paul John Drymala  
PAUL JOHN DRYMALA, husband of  
Brenda Drymala, as his sole and  
separate property and estate

"DEVELOPER"

FILED FOR RECORD  
at 11:25 o'clock P.M.

MAR 23 1976

EMMIE M. MUENKER  
Clerk County Court, Kerr County, Texas  
By Linda H. Olson, Deputy

"OWNERS"




THE STATE OF TEXAS §

VOL. 186 PAGE 177

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL T. DRYMALA, a single man, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24<sup>th</sup> day of December, A.D. 1975.


  
K. T. King  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JANET A. REED, a feme sole, 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 on this the 24<sup>th</sup> day of December, A.D. 1975.


  
K. T. King  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CATHERINE A. DRYMALA, a feme sole, 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 on this the 24<sup>th</sup> day of December, A.D. 1975.

  
K. T. King  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PAUL JOHN DRYMALA, husband of Brenda Drymala, as his sole and separate property and estate, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21 day of November, A.D. 1975.

Sam Harris  
Notary Public in and for  
Harris County, Texas



THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared DON HILL and wife, DOLORES G. HILL, 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 21 day of November, A.D. 1975.

Joan Harris  
Notary Public in and for  
Kerr County, Texas

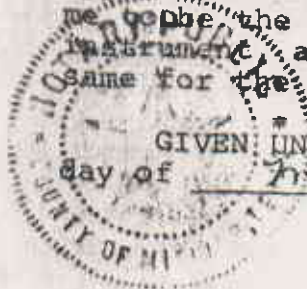


THE STATE OF TEXAS §

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIS M. STANLEY and wife, JOANN M. STANLEY, 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 5th day of March, A.D. 1975.



Louella Hyatt  
Notary Public in and for  
Midland County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. RAMSEY III and wife, BARBARA K. RAMSEY, 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 20th day of November, A.D. 1975.

Kim Bird  
Notary Public in and for  
Kerr County, Texas



My Commission Expires 11-27



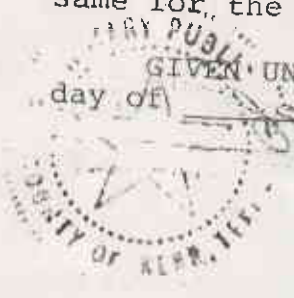
THE STATE OF TEXAS §

PAGE 177

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD LEE JOY and wife, NATALEE L. JOY, 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 26th day of January, A.D. 1976.

  
Notary Public in and for  
Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BEFORE ME, the undersigned authority, on this day personally appeared FRED M. ANTHONY and wife, MABEL O. ANTHONY, 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 17th day of March, A.D. 1976.

  
Notary Public in and for  
Cameron County, Texas

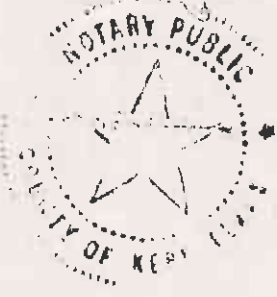
Verna L. Raatz, Notary Public  
In and for Cameron County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JIM D. HARPER and wife, BARBARA K. HARPER, 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 23rd day of January, A.D. 1976.

  
Notary Public in and for  
Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM P. CLARKSON, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of January, A.D. 1976.



Gertrude P. Andrus  
Notary Public in and for  
Kerr County, Texas

GERTRUDE P. ANDRUS  
Notary Public  
Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. KLINGEMANN, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of January, A.D. 1976.



Gertrude P. Andrus  
Notary Public in and for  
Kerr County, Texas

1915

WARRANTY DEED

THE STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR )

That we, E. R. Stewart and wife, Cubie Stewart, residents of Kerr County, Texas, and Buell H. Stewart and wife, Ruth Stewart, residents of Uvalde County, Texas, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, cash, to us in hand paid by Robert T. Hodge and wife, La Nelle E. Hodge, the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said Robert T. Hodge and wife, La Nelle E. Hodge, of one certain vendor's lien note of even date herewith, in the sum of One Hundred Forty-Seven Thousand Five Hundred Seventy-One and 20/100 (\$147,571.20) Dollars, payable to the order of E. R. Stewart and wife, Cubie Stewart, and Buell H. Stewart and wife, Ruth Stewart, at Kerrville, Kerr County, Texas, bearing interest at the rate of seven (7%) per cent per annum, interest payable in semi-annual payments on the same dates as principal, the principal of said note being payable in twenty-six (26) consecutive semi-annual installments; the first installment on the principal of said note being due six months after the date of said note and being in the sum of Three Thousand Six Hundred Ninety and no/100 (\$3,690.00) Dollars, and a like installment on the principal of said note in the sum of \$3,690.00 being due each six months thereafter until twenty-five (25) of such semi-annual installments on the principal of said note in the sum of \$3,690.00 have been paid; the twenty-sixth (26) or last payment on the principal of said note being in the amount of the entire remaining unpaid balance of the principal; said note containing the usual acceleration of maturity clause, 10% past due principal and interest clause and 10% attorney's fee clause if placed in the hands of an attorney for collection, except that there shall be a ten (10) day grace period after the due date of each semi-annual payment during which ten (10) day grace period the said semi-annual installments on the principal may be paid without acceleration of the maturity, without the ten (10) percent past due principal and interest and without the 10% attorney's fee if placed in the hands of an attorney



for collection during said grace period; said note further provides that the same may be paid without penalty after January 1, 1974, and provides for Partial Releases upon certain conditions, which said conditions are fully set out in said note and reference is here made to the same for a complete description of said provisions for Partial Releases, and said note is additionally secured by a Deed of Trust of even date herewith to Thomas W. Pollard, Trustee, for the use and benefit of the said E. R. Stewart and wife, Cubie Stewart, and Buell H. Stewart and wife, Ruth Stewart; SUBJECT to the covenants and restrictions hereinafter made, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Robert T. Hodge and wife, La Nelle E. Hodge, of the County of Nolan, State of Texas, all that certain tract or parcel of land, described as follows, to-wit:

Situated in Kerr County, Texas, described as follows,  
to-wit:

184.464 acres of land, being 97.519 acres out of the L. A. Patillo Survey No. 1 and 86.945 acres out of the H. Kuckuck Survey No. 685 on Harper Road (FM 783) about four miles North 15 deg. West of County Site, Kerr County, Texas, and more particularly described as follows:

BEGINNING at a point in the Center Line of a 40 foot wide road easement at its intersection with the West line of Harper Road (FM 783) from said point the Northwest Corner of the L. A. Patillo Survey No. 1 bears North 1985.76 feet and West 7553.36 feet;

THENCE with the South Line of the hereindescribed tract and said Center Line of said 40-foot wide road easement the following six (6) courses: S 70 deg. 10' W 228.22 feet; S 63 deg. 25' W 240.81 feet; S 69 deg. 16' W 162.22 feet; S 78 deg. 36' W 241.82 feet; S 79 deg. 29' W, passing the Center Line of an additional 40 foot wide road easement running in a Northerly direction to its intersection with the North line of the herein described tract, a total distance this course of 180.33 feet; S 89 deg. 24' W, crossing a creek, 409.05 feet to a 1/2" iron pin for corner;

THENCE continuing with said 40 foot wide road Center Line N 03 deg. 11' W 191.54 feet to a 1/2" iron pin, a re-entrant corner of this tract;

THENCE West, crossing the common line of Surveys 1 and 685, 1688.41 feet to a 1/2" iron pin, a re-entrant corner of this tract;

THENCE South 431.0 feet to a 1/2" iron pin set in a fence line for the most Southerly Corner of this tract;

THENCE N 75 deg. W with fence line 2180.33 feet to a 1/2" iron pin in fence line, the most Westerly Corner of this tract;

THENCE with the West Line of the herein described tract N 24 deg. 49' E 345.64 feet, a 1/2" iron pin, N 50 deg. 32' E 362.55 feet, a 1/2" iron pin; N 10 deg. 04' E 330.32 feet, a 1/2" iron pin; N 0 deg. 14' W 246.20 feet, a 1/2" iron pin; N 04 deg. 26' W 19.80 feet to a point in the Center Line of a 40-foot wide road easement for the Northwest Corner of this tract;

THENCE with the North Line of the herein described tract and the Center Line of the aforementioned 40-foot wide road easement the following seven (7) courses: N 84 deg. 13' E 663.01 feet; N 49 deg. 32' E 396.36 feet; S 89 deg. 37' E 604.43 feet; S 88 deg. 49' E 367.22 feet; S 83 deg. 15' E 272.77 feet; N 88 deg. 08' E 635.30 feet; S 84 deg. 30' E 298.85 feet to a 1/2" iron pin, from said 1/2" iron pin

the Center Line of said 40 foot wide road easement continues in a Southerly direction to its intersection with the Center Line of the afore-described 40 foot wide road easement and South Line of the herein described tract;

THENCE continuing with the North Line of the herein described tract East 1822.41 feet to a 1/2" iron pin in a fence line on the West Line of the Harper Road (FM 783) the Northeast Corner of this tract;

THENCE with the West Line of Harper Road and fence line S 10 deg. 28' W 1123.97 feet; S 04 deg. 32' W 308.48 feet to the place of beginning.

Also conveyed herein is the non-exclusive right of ingress and egress over and along the existing improved road hereinafter described, being 40 feet wide, the center line of which said road is described as follows, to-wit:

BEGINNING at a point in the West Line of Harper Road (FM 783), said point being the common corner of a 12.3413 acre tract and a 184.464 acre tract, said Place of Beginning being the Center Line of the following described 40-foot wide road easement; said 40-foot wide road easement lying 21 feet on each side of said Center Line, and from said Place of Beginning the Northwest Corner of the L. A. Patillo Survey bears North 1985.76 feet and West 7553.36 feet;

THENCE with the common line of said 12.3413 acre tract and said 184.464-acre tract S 70 deg. 10' W 228.22 feet; S 63 deg. 25' W 240.81 feet; S 69 deg. 16' W 162.22 feet; S 78 deg. 36' W 241.82 feet to a point from which the Center Line of the 40-foot wide road easement for access to the 37.6587-acre tract bears S 79 deg. 29' W 180.33 feet; S 89 deg. 24' W 409.05 feet and N 03 deg. 11' W 191.54 feet;

THENCE across said 184.464-acre tract as follows: N 40 deg. 47' W 45.97 feet; N 25 deg. 08' W 1312.68 feet; N 12 deg. 25' W 119.04 feet; N 24 deg. 01' W 398.21 feet to a point in the North Line of said 184.464-acre tract;

THENCE with the North Line of said 184.464-acre tract N 84 deg. 30' W 298.85 feet; N 88 deg. 08' W 635.30 feet; N 83 deg. 15' W 272.77 feet; N 88 deg. 49' W 367.22 feet; S 89 deg. 37' W 604.43 feet; S 49 deg. 32' W 396.36 feet; S 84 deg. 13' W 663.01 feet to the termination point of said Center Line of said 40-foot wide road easement in the East Line of a 104.771 acre tract,

GRANTORS herein also reserve unto themselves, their successors, their heirs, executors, administrators and assigns the right to use said above-described road easement,

SUBJECT to any utilities easements as the same exist of record or are apparent on the ground,

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 Robert T. Hodge and wife, La Nelle E. Hodge, their heirs and assigns forever, SUBJECT, however to the covenants and restrictions hereinafter set out, and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said

Robert T. Hodge and wife, La Nelle E. Hodge, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But the above conveyance is subject to the covenant, hereby made by Grantees, and the condition that neither the aforesaid property, nor any part thereof, shall be used by the said Robert T. Hodge and wife, La Nelle E. Hodge, their heirs, nor assigns, nor grantees, for the raising of hogs or operation of a hog farm or farms, for the operation of a dog kennel or of dog kennels, or for the practice of veterinary medicine or for the operation of a trailer park or parks, or mobile home park or parks, and no mobile home shall be placed thereon, and no dwelling house shall be built thereon containing less than 1,000 square feet of floor space; that neither the aforesaid Robert T. Hodge and wife, La Nelle E. Hodge, nor their heirs or assigns, shall sell or allow to be sold any alcoholic or intoxicating beverages on the aforesaid property; such covenants and conditions to be binding upon and to be observed by the Grantees herein, as well as their heirs, executors, administrators and assigns for a period of ten (10) years from the date hereof, and to be enforceable by any person who shall hereafter own any of the above described property.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands, this 2 day of June.

A. D. 1972.

**FILED FOR RECORD**

at 2:20 o'clock P.M.

JUN 5 1972

*James M. [unclear]*  
Clark County Court, Clark County, Texas

*Esther Witt [unclear]*

*E. R. Stewart*  
E. R. Stewart  
*Cubie Stewart*  
Cubie Stewart  
*Buell H. Stewart*  
Buell H. Stewart  
*Ruth Stewart*  
Ruth Stewart



THE STATE OF TEXAS I  
THE COUNTY OF KERR I

VOL 156 PAGE 229

BEFORE ME, the undersigned authority, a Notary Public  
in and for Kerr County, Texas, on this day personally appeared E. R. Stewart  
and Cubie Stewart, his wife, both 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, this 2 day  
of June, A. D. 1972.

THE STATE OF TEXAS I  
THE COUNTY OF KERR I

Evelyn P. Smith  
Notary Public in and for Kerr County, Texas

EVYLYN P. SMITH  
Notary Public for and within  
The County of Kerr, State  
of Texas  
My Commission Expires June 1, 1973

BEFORE ME, the undersigned authority, a Notary Public  
in and for Kerr County, Texas, on this day personally appeared Cubie  
Stewart, wife of E. R. Stewart, known to me to be the person whose name  
is subscribed to the foregoing instrument, and having been examined by  
me privily and apart from her husband, and having the same fully explained  
to her, she, the said Cubie Stewart, acknowledged such instrument to be  
her act and deed, and declared that she had willingly signed the same for  
the purposes and consideration therein expressed, and that she did not  
wish to retract it.



GIVEN under my hand and seal of office, this 2  
day of June, A. D. 1972.

THE STATE OF TEXAS I  
THE COUNTY OF Kerr I

Evelyn P. Smith  
A Notary Public in and for Kerr County, Texas

EVYLYN P. SMITH  
Notary Public for and within  
The County of Kerr, State  
of Texas  
My Commission Expires June 1, 1973

BEFORE ME, the undersigned authority, a Notary Public  
in and for Kerr County, Texas, on this day personally ap-  
peared Buell H. Stewart and Ruth Stewart, his wife, known to me to be the

persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.



GIVEN under my hand and seal of office, this 2

day of June, A. D. 1972.

Evelyn P. Smith  
Notary Public in and for Kerr County, Texas.

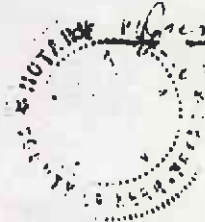
EVELYN P. SMITH  
Notary Public for And Within  
The County of Kerr, State  
of Texas  
My Commission Expires June 1, 1973

THE STATE OF TEXAS )

THE COUNTY OF Kerr )

BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared Ruth Stewart, wife of Buell H. Stewart, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruth Stewart, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 2 day



June, A. D. 1972.

Evelyn P. Smith  
Notary Public in and for Kerr  
County, Texas.

EVELYN P. SMITH  
Notary Public for And Within  
The County of Kerr, State  
of Texas  
My Commission Expires June 1, 1973

Filed for record June 5, 1972 at 2:20 o'clock P. M.  
Recorded June 8, 1972  
EMMIE M. MUENKER, Clerk

By Margaret Muenker Deputy

5670

VOL. 169 PAGE 188

THE STATE OF TEXAS     §  
COUNTY OF KERR         §

KNOW ALL MEN BY THESE PRESENTS:

RESTRICTIONS

THAT WE, MICHAEL T. DRYMALA, a single man; JANET A. REED, a feme sole; CATHERINE A. DRYMALA, a feme sole; and PAUL JOHN DRYMALA, husband of BRENDA DRYMALA, as his sole and separate property and estate, of Kerr County, Texas (hereinafter collectively called the "Developer"), being the owners of that certain tract of land known as "Agua Vista Estates", and being more particularly described by the plat (said plat being made a part hereof for all purposes) of said subdivision recorded on December 10, 1973, in Volume 3, Page 158 of the Plat Records of Kerr County, Texas, (herein referred to as the "Subdivision"), and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in the Subdivision, do hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, Covenants, Conditions and Easements to be and the same are hereby made applicable to the Subdivision.

## I

GENERAL PROVISIONS

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the Provisions, Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred to in any such instrument.

2. The streets and roads shown on the recorded plat are reserved for the lot owners of record for their private use and enjoyment for access to their lots save and except only the right



of use of said private roads by emergency vehicles such as for police and fire protection. All maintenance of said private roads shall be at the expense of the lot owners of record on a pro-rata share of such costs on an acreage basis. The utility easements set forth are dedicated subject to the reservations hereinafter set forth.

3.

a. The utility easements set forth on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

b. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, their heirs or assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or Utility District created under Article XVI, Section 59, of the Texas Constitution covering the land hereinabove described, as well as other lands, public service corporation or other party is hereby expressly reserved to the Developer.

d. Neither the Developer, nor their heirs or assigns using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

e. The Developer shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, repair or maintain any utility located therein.

4. The provisions hereof shall run with the land and shall be binding upon the Developer, their heirs or assigns, and all persons or parties claiming under them for a period of thirty (30) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty (30) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid thirty (30) year period or any successive ten (10) year period thereafter; and provided, further, however, that this instrument and the Reservations and Restrictions set forth herein may be repealed or altered, and additional restrictions may be adopted at any time by the concurrence of the Developer, their heirs or assigns, and the owners of a majority of the lots or tracts in the Subdivision, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

5. In the event of any violation or attempted violation of any of the provisions hereof, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

7. No violations of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, however, to the provisions herein contained.



GENERAL RESTRICTIONS

1. No lot shall be re-subdivided except Lots 7, 8, and 9 which may be re-subdivided one time, but not into more than two (2) tracts and in no event shall any lot thus created contain less than two (2) acres.

2. No lot in the Subdivision or any part thereof, other than Lot 5, shall ever be used for any business or commercial purposes whatsoever.

3. Only one residence shall be constructed on any one lot in the Subdivision, excepting bona fide servants quarters and guest house adjacent to and forming a part of the principal residence area or complex. The servants quarters and/or guest house shall not exceed the main dwelling area.

4. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1400 square feet of enclosed living area not including garage and outside porches. All such dwellings shall be constructed of not less than fifty per cent (50%) brick or rock and no used lumber may be employed in such construction.

5. The construction of any structure once commenced shall be diligently prosecuted and in any event shall be completed before the expiration of 180 days following its commencement.

6. No part of any residence or other building shall be closer than fifty feet (50') to the boundary of any street or road in the Subdivision and no part of any residence or building shall be closer than twenty feet (20') from any side lot line.

7. Each house or dwelling shall be equipped with an underground sewage disposal system which shall conform in all respects to the requirements and recommendations of the Public Health Department of the State of Texas, including sufficient tank and drain-field

capacity for the expected use. No such sewage system shall be constructed or installed between any dwelling and the shore of the creek in the Subdivision, except with the prior written consent and approval of the Developer.

8. No house shall be moved from any other location and placed or erected on any lot in the Subdivision.

9. No house trailer, camper trailer, camper vehicle, motor vehicle (or any portion thereof), or other structure of a temporary character shall be lived in on any lot. No tent or shack shall ever be erected on any lot in the Subdivision.

### III

#### ANIMALS

All dogs, cats, or other common household pets shall be kept in the Subdivision only upon the condition that the custodian thereof abide by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control, and ownership of such animals within such city, including "leash" and "vaccination" ordinances; and reference is here made to such ordinances and regulations for all purposes.

### IV

#### GARBAGE AND TRASH

Garbage shall not be allowed to accumulate, burned or otherwise disposed of on any part of the land, but wood, leaves, paper and other readily combustible trash may be burned on the premises provided that the same is burned in an incinerator, without creating a fire hazard.

### V

#### OIL AND GAS OPERATIONS

No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted

on any building site. At no time shall the drilling, useage or operation of any water well be permitted on any lot. These provisions shall not prohibit directional drilling for and production of oil, gas and other minerals from under the Subdivision so long as none of the equipment or machinery for such drilling or production operations is located upon the surface of any area included in the Subdivision.

VI

WATER

1. Developer agrees to install prior to February 15, 1974, a water system for the Subdivision and make water for household purposes available to each numbered lot in the Subdivision and the rates and charges for water for such purposes shall be the same as is charged by the City of Kerrville for service outside the City limits.

2. No water from any stream of water located on Agua Vista Estates properties shall be removed for domestic, stock raising, irrigation, or any other purpose. No swine shall ever be permitted to be placed or kept in Agua Vista Estates or on this or any other tract located therein.

VII

FIREARMS AND HUNTING

No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

VIII

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.



WITNESS our hands at Kerrville, Texas, on this the 4th day  
of December, 19 73.

## FILED FOR RECORD

at 3:35 o'clock P.M.,

DEC 10 1973

E. M. Muecke,  
Clerk County Court, Kerr County, Texas

Paul M. Ewen, Deputy

Michael T. Drymala  
MICHAEL T. DRYMALA, a single man

Janet A. Reed  
JANET A. REED, a feme sole

Catherine A. Drymala  
CATHERINE A. DRYMALA, a feme sole

Paul John Drymala  
PAUL JOHN DRYMALA, husband of  
Brenda Drymala, as his sole and  
separate property and estate

THE STATE OF TEXAS S

COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally  
appeared MICHAEL T. DRYMALA, a single man, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th  
day of December, A.D. 19 73.

Arnell Bastian  
Notary Public in and for  
KERR County, Texas

THE STATE OF TEXAS S

COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally  
appeared JANET A. REED, a feme sole, 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 on this the 5th  
day of DECEMBER, A.D. 19 73.

Arnell Bastian  
Notary Public in and for  
KERR County, Texas

ARNELL BASTIAN  
Notary Public  
Kerr County, Texas

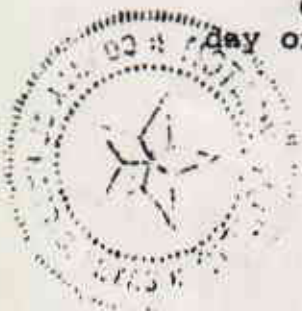
THE STATE OF TEXAS §

COUNTY OF HARRIS §

VOL. 169 PAGE 196

BEFORE ME, the undersigned authority, on this day personally appeared CATHERINE A. DRYMALA, a feme sole, 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 on this the 4th day of December, A.D. 1973.



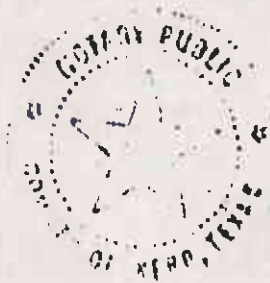
Ruth T. King  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared PAUL JOHN DRYMALA, husband of Brenda Drymala, as his sole and separate property and estate, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of December, A.D. 1973.



Arnell Bastian  
Notary Public in and for  
KERR County, Texas

ARNELL BASTIAN  
Notary Public  
Kerr County, Texas

THERE IS AN HOA AND LIEN FOR AQUA VISTA ESTATES:

Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 169, Page 188, Deed Records of Kerr County, Texas and Revised and Restated By-Laws of Aqua Vista Land Owners' Association recorded in Clerk's File No. 12-6939 and Clerk's File No. 19-02433, Official Public Records of Kerr County, Texas.



## **AQUA VISTA ESTATES 2 RESTRICTIONS**

Volume 198, Page 219, 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**

- Road Easement reserved in Deed dated June 2, 1972, recorded in Volume 156, Page 225, Deed Records of Kerr County, Texas.
- Right Of Way Easement dated July 5, 1972 to Central Texas Electric Cooperative, Inc., recorded in Volume 7, Page 394, Easement Records of Kerr County, Texas.
- Road and Utility Easements as per the Plat recorded in Volume 4, Page 75, Plat Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 198, Page 219, Deed Records of Kerr County, Texas.
- Certified Service Area Map For Harper Water Company, Inc. CCN #11421, recorded in Volume 1573, Page 820 and refiled in Volume 1599, Page 325, Official Public 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)

1. 1950年10月1日，中华人民共和国成立，标志着中国历史进入了一个新的纪元。

2. 在这一天，中国人民终于结束了长达一个多世纪的屈辱历史，实现了民族独立。

3. 新中国的诞生，得到了全世界人民的广泛支持和赞誉。

4. 然而，新生的政权面临着严峻的国内外形势，国家百废待兴。

5. 在毛泽东主席的领导下，中国人民开始了艰苦卓绝的社会主义建设。

6. 尽管面临重重困难，但中国人民始终保持着坚定的信念和顽强的斗志。

7. 经过几十年的努力，中国在经济、政治、文化等领域取得了举世瞩目的成就。

8. 今天，中国已经成为一个繁荣昌盛、充满活力的社会主义国家。

9. 我们将继续沿着中国特色社会主义道路坚定不移地走下去。

10. 为实现中华民族伟大复兴的中国梦而努力奋斗。

Michael J. Reynolds  
 MICHAEL J. REYNOLDS  
Catherine H. Reynolds  
 CATHERINE H. REYNOLDS  
Robert H. Reynolds  
 ROBERT H. REYNOLDS  
Paul John Reynolds  
 PAUL JOHN REYNOLDS

STATE OF TEXAS

THE NEW FBI UNDERSTANDS AUTHORITY. IN THIS DAY PERSONALLY ARMED CRIMINALS, SHOWN IN THE AND THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE LETTERS, FIGHTING AND BEING HELD TO BE THAT HE EXECUTED THE SAME PURPOSES AND CONVICTION THROUGHOUT THE ENTIRE PROCESS. UNDER STANDING AND GREAT SUPPORT THIS IS IN JULY 1972.

Ruth T. Kneass  
MONDAY PUBLIC INQUIRY AND THE HARBOR CRUISE VOUCHER

DATE OF RECEIPT  
CITY/STATE/ZIP CODE[illegible]

Robert T. Kline HUSBANDS COMPANY, TREAS.

STATE OF TEXAS  
COUNTY OF DALLAS[illegible]

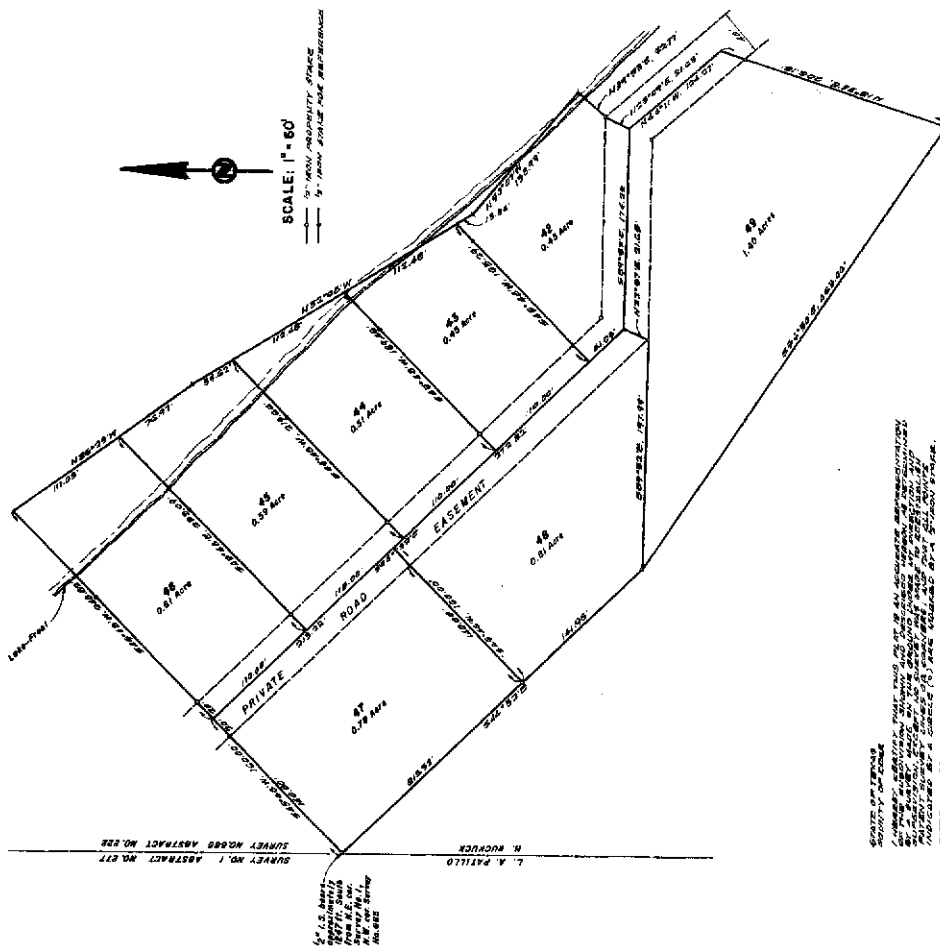
Kurt T. King  
NOTARY PUBLIC IN AND FOR ALABAMA COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF DALLAS

ME, THE UNDESIGNED AUTHORITY, ON THE DAY APPROXIMATELY BOARD JOHN  
WALLA, TRYING TO ME TO SEE THE PERSON WHOSE NAME I HAD HEARD OF  
RECENTLY OF MEETING AND ADVISORIAL TO THE THAT WAS ASSIGNED TO THE  
AND CONSIDERATION TAKEN EMPLOYED  
LIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18<sup>th</sup> DAY OF March, 1977

Ruth T. Kline HARRIS COUNTY, TEXAS

APPROVED BY THE COMMISSIONERS COURT OF FREE COUNTY TEXAS ON THE 25<sup>TH</sup> DAY OF  
MAY 1899 BY MINUTE ORDER NO. 18993  
FILED FOR RECORD ON THIS 15<sup>TH</sup> DAY OF MAY 1899 AT 11:00 A.M. AND  
RECORDED, IN THIS CASE DIVISION 1899 AT 11:00 A.M. DIVISION NO. IN  
VOLUME 4 OF PAGE 35 ON THIS LAST RECORDING OF FREE COUNTY TEXAS.



REPORT OF TENSAS  
CAPACITY ON COLE



2010-2011 2011-2012 2012-2013 2013-2014 2014-2015 2015-2016 2016-2017 2017-2018 2018-2019 2019-2020 2020-2021 2021-2022 2022-2023 2023-2024 2024-2025 2025-2026 2026-2027 2027-2028 2028-2029 2029-2030 2030-2031 2031-2032 2032-2033 2033-2034 2034-2035 2035-2036 2036-2037 2037-2038 2038-2039 2039-2040 2040-2041 2041-2042 2042-2043 2043-2044 2044-2045 2045-2046 2046-2047 2047-2048 2048-2049 2049-2050 2050-2051 2051-2052 2052-2053 2053-2054 2054-2055 2055-2056 2056-2057 2057-2058 2058-2059 2059-2060 2060-2061 2061-2062 2062-2063 2063-2064 2064-2065 2065-2066 2066-2067 2067-2068 2068-2069 2069-2070 2070-2071 2071-2072 2072-2073 2073-2074 2074-2075 2075-2076 2076-2077 2077-2078 2078-2079 2079-2080 2080-2081 2081-2082 2082-2083 2083-2084 2084-2085 2085-2086 2086-2087 2087-2088 2088-2089 2089-2090 2090-2091 2091-2092 2092-2093 2093-2094 2094-2095 2095-2096 2096-2097 2097-2098 2098-2099 2099-2100 2100-2101 2101-2102 2102-2103 2103-2104 2104-2105 2105-2106 2106-2107 2107-2108 2108-2109 2109-2110 2110-2111 2111-2112 2112-2113 2113-2114 2114-2115 2115-2116 2116-2117 2117-2118 2118-2119 2119-2120 2120-2121 2121-2122 2122-2123 2123-2124 2124-2125 2125-2126 2126-2127 2127-2128 2128-2129 2129-2130 2130-2131 2131-2132 2132-2133 2133-2134 2134-2135 2135-2136 2136-2137 2137-2138 2138-2139 2139-2140 2140-2141 2141-2142 2142-2143 2143-2144 2144-2145 2145-2146 2146-2147 2147-2148 2148-2149 2149-2150 2150-2151 2151-2152 2152-2153 2153-2154 2154-2155 2155-2156 2156-2157 2157-2158 2158-2159 2159-2160 2160-2161 2161-2162 2162-2163 2163-2164 2164-2165 2165-2166 2166-2167 2167-2168 2168-2169 2169-2170 2170-2171 2171-2172 2172-2173 2173-2174 2174-2175 2175-2176 2176-2177 2177-2178 2178-2179 2179-2180 2180-2181 2181-2182 2182-2183 2183-2184 2184-2185 2185-2186 2186-2187 2187-2188 2188-2189 2189-2190 2190-2191 2191-2192 2192-2193 2193-2194 2194-2195 2195-2196 2196-2197 2197-2198 2198-2199 2199-2200 2200-2201 2201-2202 2202-2203 2203-2204 2204-2205 2205-2206 2206-2207 2207-2208 2208-2209 2209-2210 2210-2211 2211-2212 2212-2213 2213-2214 2214-2215 2215-2216 2216-2217 2217-2218 2218-2219 2219-2220 2220-2221 2221-2222 2222-2223 2223-2224 2224-2225 2225-2226 2226-2227 2227-2228 2228-2229 2229-2230 2230-2231 2231-2232 2232-2233 2233-2234 2234-2235 2235-2236 2236-2237 2237-2238 2238-2239 2239-2240 2240-2241 2241-2242 2242-2243 2243-2244 2244-2245 2245-2246 2246-2247 2247-2248 2248-2249 2249-2250 2250-2251 2251-2252 2252-2253 2253-2254 2254-2255 2255-2256 2256-2257 2257-2258 2258-2259 2259-2260 2260-2261 2261-2262 2262-2263 2263-2264 2264-2265 2265-2266 2266-2267 2267-2268 2268-2269 2269-2270 2270-2271 2271-2272 2272-2273 2273-2274 2274-2275 2275-2276 2276-2277 2277-2278 2278-2279 2279-2280 2280-2281 2281-2282 2282-2283 2283-2284 2284-2285 2285-2286 2286-2287 2287-2288 2288-2289 2289-2290 2290-2291 2291-2292 2292-2293 2293-2294 2294-2295 2295-2296 2296-2297 2297-2298 2298-2299 2299-2300 2300-2301 2301-2302 2302-2303 2303-2304 2304-2305 2305-2306 2306-2307 2307-2308 2308-2309 2309-2310 2310-2311 2311-2312 2312-2313 2313-2314 2314-2315 2315-2316 2316-2317 2317-2318 2318-2319 2319-2320 2320-2321 2321-2322 2322-2323 2323-2324 2324-2325 2325-2326 2326-2327 2327-2328 2328-2329 2329-2330 2330-2331 2331-2332 2332-2333 2333-2334 2334-2335 2335-2336 2336-2337 2337-2338 2338-2339 2339-2340 2340-2341 2341-2342 2342-2343 2343-2344 2344-2345 2345-2346 2346-2347 2347-2348 2348-2349 2349-2350 2350-2351 2351-2352 2352-2353 2353-2354 2354-2355 2355-2356 2356-2357 2357-2358 2358-2359 2359-2360 2360-2361 2361-2362 2362-2363 2363-2364 2364-2365 2365-2366 2366-2367 2367-2368 2368-2369 2369-2370 2370-2371 2371-2372 2372-2373 2373-2374 2374-2375 2375-2376 2376-2377 2377-2378 2378-2379 2379-2380 2380-2381 2381-2382 2382-2383 2383-2384 2384-2385 2385-2386 2386-2387 2387-2388 2388-2389 2389-2390 2390-2391 2391-2392 2392-2393 2393-2394 2394-2395 2395-2396 2396-2397 2397-2398 2398-2399 2399-2400 2400-2401 2401-2402 2402-2403 2403-2404 2404-2405 2405-2406 2406-2407 2407-2408 2408-2409 2409-2410 2410-2411 2411-2412 2412-2413 2413-2414 2414-2415 2415-2416 2416-2417 2417-2418 2418-2419 2419

**AQUA VISTA ESTATES SECTION TWO**

A SUBDIVISION OF 5.60 ACRES OF LAND OUT OF  
H. KUCKUCK SURVEY NO.685, ABSTRACT NO.222,  
IN KERR COUNTY, TEXAS.

**OWNERS:** MICHAEL T. DRYMALA  
JANET A. REED  
CATHERINE A. DRYMALA  
PAUL JOHN DRYMALA

ENGINEER: D. R. VOELKEL

DATE: MARCH 1977

773402

VOL 198 PAGE 219

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

RESTRICTIONS

THAT WE, MICHAEL T. DRYMALA, a single man, JANET A. REED, a feme sole, CATHERINE A. DRYMALA, a feme sole, and PAUL JOHN DRYMALA, husband of BRENDA DRYMALA, as his sole and separate property and estate, of Harris County, Texas, (hereinafter collectively called the "Developer"), being the owners of that certain tract of land known as "Aqua Vista Estates Section Two", and being more particularly described by the plat (said plat being made a part hereof for all purposes) of said subdivision recorded on April 25, 1977, in Volume 4, Page 75, of the Plat Records of Kerr County, Texas, (herein referred to as the "Subdivision"), and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in the Subdivision, do hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, Covenants, Conditions and Easements to be and the same are hereby made applicable to the Subdivision.

I.

GENERAL PROVISIONS

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the Provisions, Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.



2. The streets and roads shown on the recorded plat are reserved for the lot owners of record for their private use and enjoyment for access to their lots save and except only the right of use of said private roads by emergency vehicles such as for police and fire protection. All maintenance of said private roads shall be at the expense of the lot owners of record on a pro-rata share of such costs on an acreage basis. The utility easements set forth are dedicated subject to the reservations hereinafter set forth.

3. (a) The utility easements set forth on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

(b) The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, their heirs and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or Utility District

created under Article XVI, Section 59, of the Texas Constitution covering the land hereinabove described, as well as other lands, public service corporation or other party is hereby expressly reserved to the Developer.

(d) Neither the Developer, nor their heirs or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

(e) The Developer shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, repair or maintain any utility located therein.

4. The provisions hereof shall run with the land and shall be binding upon the Developer, their heirs and assigns, and all persons or parties claiming under them for a period of thirty (30) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty (30) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid thirty (30) year period or any successive ten (10) year period thereafter; and provided, further, however, that this instrument and the Reservations and Restrictions

set forth herein may be repealed or altered, and additional restrictions may be adopted at any time by the concurrence of the Developer, their heirs or assigns, and the owners of a majority of the lots or tracts in the Subdivision, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

5. In the event of any violation or attempted violation of any of the provisions hereof, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

7. No violations of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage



or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, however, to the provisions herein contained.

II.

GENERAL RESTRICTIONS

1. No lot shall be re-subdivided.
2. No lot in the Subdivision or any part thereof, shall ever be used for any business or commercial purposes whatsoever.
3. Only one residence shall be constructed on any one lot in the Subdivision, excepting bona fide servants quarters and guest house adjacent to and forming a part of the principal residence area or complex. The servants quarters and/or guest house shall not exceed the main dwelling area.
4. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1400 square feet of enclosed living area not including garage and outside porches. All such dwellings shall be constructed of not less than fifty per cent (50%) brick or rock and no used lumber may be employed, in such construction.
5. The construction of any structure once commenced shall be diligently prosecuted and in any event shall be completed before the expiration of 180 days following its commencement.
6. No part of any residence or other building shall be closer than forty feet (40') to the boundary of

any street or road in the Subdivision and no part of any residence or building shall be closer than ten feet (10') from any side lot line.

7. Each house or dwelling shall be equipped with an underground sewage disposal system which shall conform in all respects to the requirements and recommendations of the Public Health Department of the State of Texas, including sufficient tank and drain-field capacity for the expected use. No such sewage system shall be constructed or installed between any dwelling and the shore of the creek in the Subdivision, except with the prior written consent and approval of the Developer.

8. No house shall be moved from any other location and placed or erected on any lot in the Subdivision.

9. No house trailer, camper trailer, camper vehicle, motor vehicle (or any portion thereof), or other structure of a temporary character shall be lived in on any lot. No tent or shack shall ever be erected on any lot in the Subdivision.

### III.

#### ANIMALS

All dogs, cats, or other common household pets shall be kept in the Subdivision only upon the condition that the custodian thereof abide by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control, and ownership of such animals within such city, including "leash" and "vaccination" ordinances; and reference is here made to such ordinances and regulations for all purposes.

### IV.

#### GARBAGE AND TRASH

Garbage shall not be allowed to accumulate, burned

or otherwise disposed of on any part of the land, but wood, leaves, paper and other readily combustible trash may be burned on the premises provided that the same is burned in an incinerator, without creating a fire hazard.

V.

OIL AND GAS OPERATIONS

No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. At no time shall the drilling, useage or operation of any water well be permitted on any lot. These provisions shall not prohibit directional drilling for and production of oil, gas and other minerals from under the Subdivision so long as none of the equipment or machinery for such drilling or production operations is located upon the surface of any area included in the Subdivision.

VI.

WATER

1. Developer agrees to make water for household purposes available to each numbered lot in the Subdivision and the rates and charges for water for such purposes shall be the same as is charged by the City of Kerrville for service outside the City limits.

2. No water from any stream or water located on Aqua Vista Estates properties shall be removed for domestic, stock raising, irrigation, or any other purpose. No swine



shall ever be permitted to be placed or kept in Aqua Vista Estates or on this or any other tract located therein.

VII.

FIREARMS AND HUNTING

No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

VIII.

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

WITNESS our hands at Kerrville, Texas, on this the 29th day of June, A. D. 1977.

Michael T. Drymala  
MICHAEL T. DRYMALA, a single man

Janet A. Reed  
JANET A. REED, a feme sole

Catherine A. Drymala  
CATHERINE A. DRYMALA, a feme sole

Paul John Drymala  
PAUL JOHN DRYMALA, husband of  
Brenda Drymala, as his sole and  
separate property and estate

THE STATE OF TEXAS        I  
COUNTY OF ~~KERR~~ HARRIS I

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BEFORE ME, the undersigned authority, on this day  
personally appeared MICHAEL T. DRYMALA, a single man,  
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.



GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. 1977.

Pat R. Garner  
Notary Public in and for  
~~Kerr~~ HARRIS County, Texas

THE STATE OF TEXAS        I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day  
personally appeared JANET A. REED, a feme sole, 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.

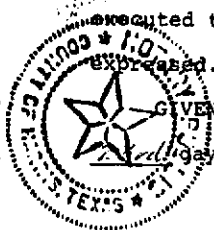


GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. 1977.

Pat R. Garner  
Notary Public in and for  
HARRIS County, Texas

THE STATE OF TEXAS     I  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day  
personally appeared CATHERINE A. DRYMALA, a feme sole,  
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 on this the  
day of June, A.D. 1977.

Pat R. Samer  
Notary Public in and for  
HARRIS County, Texas

FILED FOR RECORD

at 3:55 o'clock P.M.

THE STATE OF TEXAS     I  
COUNTY OF HARRIS X

JUL 1 1977

EMMIE M. MUENKER  
Clerk County of Harris County, Texas  
By Donna W. Lee Deputy

BEFORE ME, the undersigned authority, on this day  
personally appeared PAUL JOHN DRYMALA, husband of Brenda  
Drymala, as his sole and separate property and estate,  
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.



GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the  
day of June, A.D. 1977.

Pat R. Samer  
Notary Public in and for  
HARRIS County, Texas

-10-

Filed for record July 1, 1977 at 3:55 o'clock P.M.  
Recorded July 7, 1977  
EMMIE M. MUENKER, Clerk

By Melinda Abene Deputy