

Item: **TIERRA VISTA ESTATES**

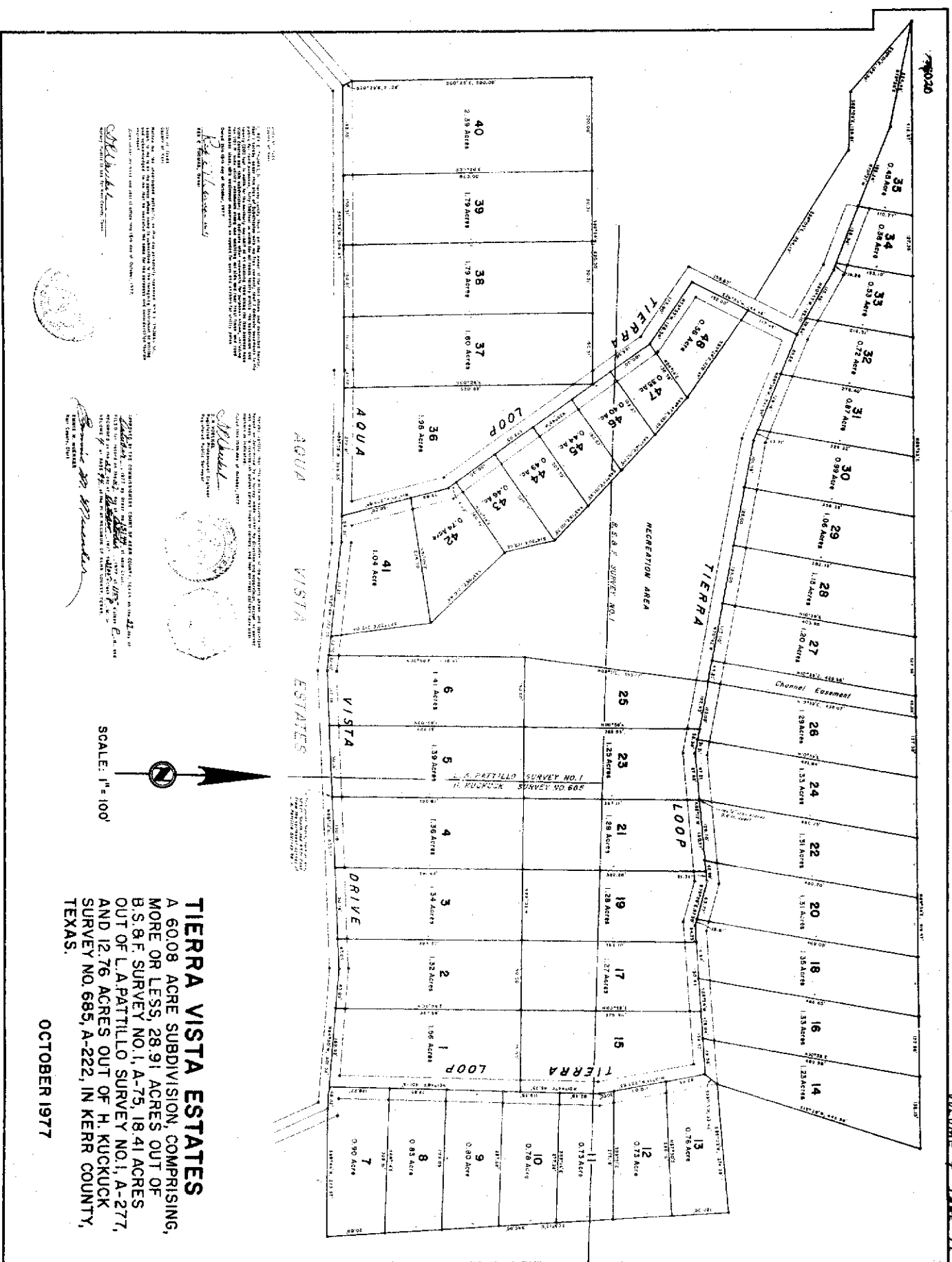
(Category: RESTRICTIONS)

Volume 201, Page 799, 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: **TIERRA VISTA ESTATES**

(Category: Subdivisions)

- a. Road Easement Agreement dated May 17, 1973, recorded in Volume 7, Page 623, Easement Records of Kerr County, Texas.
- b. Right Of Way Easement dated May 25, 1973 to Central Texas Electric Cooperative, Inc., recorded in Volume 7, Page 717, Easement Records of Kerr County, Texas.
- c. Road Easement as per the Plat recorded in Volume 4, Page 94, Plat Records of Kerr County, Texas.
- d. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 201, Page 799, Deed Records of Kerr County, Texas.
- e. Annual assessments and/or current maintenance charges as set forth in instrument dated October 28, 1977, recorded in Volume 201, Page 799, Deed Records of Kerr County, Texas.
- f. Mineral reservation by Grantor, as described in instrument from {PR."Name of Grantor",ST1.1} to {PR."Name of Grantee",ST1.2}, dated {PR."Date of Instrument",DT2.3}, recorded in Volume {PR."Number/Letter of Volume",ST1.4}, Page {PR."Number/Letter of Page",ST1.5}, {PR."Type of Records",ST1.6} 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.
- g. Right Of Way Easement dated April 10, 1978 to Central Texas Electric Cooperative, Inc., recorded in Volume 10, Page 631, Easement Records of Kerr County, Texas.
- h. Right Of Way Easement dated July 2, 1981 to Central Texas Electric Cooperative, Inc., recorded in Volume 13, Page 110, Easement Records of Kerr County, Texas.
- i. Any visible and/or apparent roadways or easements over or across the subject property.
- j. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



Tierra Vista Estates
A 60.08 Acre Subdivision, comprising,
more or less, 28.91 Acres out of
B.S.&F. Survey No.1, A-75, 18.41 Acres
out of L.A.Pattillo Survey No.1, A-277,
and 12.76 Acres out of H. Kuckuck
Survey No.685, A-222, in Kerr County,
Texas.

OCTOBER 1977

RESTRICTIONS AND RESTRICTIVE COVENANTS FOR
TIERRA VISTA ESTATES

THE STATE OF TEXAS X

THE COUNTY OF KERR X

THAT REX E. THOMAS, hereinafter called "Developer," being the owner and Developer of that certain tract of land, known as TIERRA VISTA ESTATES, a subdivision located in Kerr County, Texas, described in Exhibit A, which is attached hereto and incorporated herein for all purposes, and which subdivision and the various tracts, parcels, lots, areas, boundaries and roadways thereof are shown on plat of such subdivision of record in Volume 4, Page 94, of the Plat Records of Kerr County, Texas, and desiring to establish and implement a uniform plan and program for development and improvement of such subdivision and the sale, use, ownership and occupancy of property therein, does 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

Applicability

1. Each contract, deed or deed of trust which may predate the date or recording date of these restrictions and restrictive covenants, but which are made expressly subject hereto, or 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.

Dedication

2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth. Whether shown on such plat or not, a utility easement area ten feet (10') in width, along and parallel to each property, tract or lot boundary line is reserved and dedicated to the same effect as if actually shown on said plat.

Reservations

2.A. The utility easements shown 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, operation and replacement 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, replace and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors 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, public service corporation or other party or entity is hereby expressly reserved to the Developer.

D. Neither the Developer, nor its successors 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, replace, repair, operate or maintain any utility located therein.

Duration

4. The provisions hereof shall run with the land and shall be binding upon the Developer, his heirs and assigns, and all persons or parties claiming under him 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 Developer and the owners of a majority of lots in the Subdivision, including the Developer if he shall then own any lot or lots, 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, his heirs or assigns, and the owners of a majority of the lots or tracts in the Subdivision, including the Developer as a lot owner if he then owns any lot or lots, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

Enforcement

5. In the event of the violation or attempted or threatened violation of any restriction, covenant or provision set forth herein, enforcement shall be authorized by any proceeding at law or in equity against any person or persons attempting, threatening or committing such violation, including proceedings to restrain or prevent such violation or attempted or threatened violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with the applicable provision hereof; 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 from the violator of any provision hereof such damages as such person has sustained by reason of the violation of such provisions. The Developer or any person or persons owning property in the Subdivision may prosecute any proceeding at law or in equity against any person or persons violating or attempting threatening to violate any of the provisions hereof.

Partial Invalidity VOL 201 PAGE 863

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.

Effect of Violations on Mortgages

7. No violation 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

Regarding Subdivision

1. No lot shall be resubdivided, except Lots 36, 37, 38, 39 and 40, which may be resubdivided one time, but not into more than two (2) tracts, and in no event shall any lot thus created contain less than one (1) acre.

Construction

2. A. No lot in the subdivision or any part thereof, other than Lots 1, 7 and 6, shall ever be used for any business or commercial purposes whatsoever.

B. Only one (1) single family residence shall be constructed on any one (1) lot in the subdivision. Subject to the following provisions hereof, one (1) garage and one (1) guest house or servant's quarters may be constructed on any one (1) lot.

Any garage, guest house or servant's quarters must be adjacent to and form a part of the principal residence area or complex. If the wall of such garage, guest house or servant's quarters nearest the main residence is more than fifty (50) feet distance from the nearest wall of the main residence, or is not connected to the main residence by a hallway or covered walkway, then such outbuildings are not adjacent to and do not form part of the principal residence area or complex and are in violation of these restrictions. The guest house or servant's quarters shall not exceed the main residence in enclosed area.

C. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1,000 square feet of enclosed living and heated area, not including garage, outside porches and outbuildings. The exterior of such dwelling shall be constructed of permanent type building materials of the usual and general use in the construction of residences in nice appearing first-class neighborhoods requiring a minimum of 1,000 square feet of heated area or more for residences. The exterior construction material for each dwelling shall consist of at least one-half (1/2) brick or rock and no used lumber may be employed in such construction.

D. The construction of any structure once commenced shall be diligently prosecuted and in any event shall be completed before the expiration of one hundred eighty (180) days following its commencement. No outbuildings of any kind may be constructed, except simultaneously with construction of or after completion of the main dwelling area. No part of any residence or other building shall be closer than thirty (30) feet to the boundary of any street or road in the Subdivision, and no part of any residence or building shall be closer than ten (10) feet from any side lot line.

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

F. Each structure in which persons may reside 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 and any other agency or governmental unit having jurisdiction, including sufficient tanks 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 prior written consent and approval of the Developer.

G. No house trailer, camper trailer, camper vehicle, motor vehicle or any other type of movable structure or structure of a temporary character may be lived in on any lot. No tent, shack or shed or any other outbuildings, except those specifically described and permitted herein shall ever be erected or maintained on any lot in the Subdivision.

General

3. In addition to the foregoing specific restrictions, nothing may be done on any lot in the Subdivision which will alter the appearance of such lot as a nice appearing, well kept lot typical of a lot in a subdivision requiring a minimum of 1,000 square feet of enclosed area for its residences. For example, and by way of illustration only and not by limitation, no noxious or offensive activities shall be carried on which may be or become a public or private nuisance. No lot shall be a dumping ground for rubbish. All rubbish and household garbage shall be removed from each lot at least once each seven (7) days, and no such rubbish or garbage shall be buried, burned or otherwise disposed of on any lot, except that wood,

leaves, paper and other readily combustible trash may be burned if burned in an incinerator without creating a fire hazard. No building material of any kind shall be placed or stored upon any lot, except during actual construction. No unsightly storage shall be permitted. Trucks or other unsightly vehicles shall be kept in an enclosed garage or storage facility protected from the view of the public and other residents of the Subdivision. The owner of each lot shall keep grass, weeds and vegetation trimmed or cut so that each lot shall remain in a neat and attractive condition. Upon failure of any owner to do so within thirty (30) days after notice to the owner, the Developer may enter upon said lot and correct the problem at the expense of the Owner, provided that the charge to the Owner shall not exceed the reasonable and necessary actual expense of so doing.

III.

ANIMALS

No animals or livestock, other than dogs, cats and common household pets shall be kept in the Subdivision, and then only upon the condition that the custodian thereof abide at all times 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 the City including "leash" and "vaccination" ordinances and reference is here made to such ordinances and regulations for all purposes, and the same shall be deemed fully applicable to all lots in the Subdivision.

IV.

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, usage 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.

V.

WATER

1. Developer agrees to install a water system for the Subdivision, and make water for household purposes available to each numbered lot in the Subdivision. The rates and charges for water shall be the same as is charged by the City of Kerrville from time to time for service outside the city limits.
2. No water from any stream located in the Subdivision shall be removed for domestic, irrigation or any other purposes.

VI.

LOT OWNERS' ASSOCIATION

1. At such time as one-half (1/2) of the lots in the Subdivision have been sold or contracted for sale by the Developer, each lot owner will be informed of the time, date and place of an initial meeting of all lot owners to be held for the purpose of organizing the Tierra Vista Lot Owners' Association. Each lot owner, including the Developer, attending or represented by written proxy at such meeting, shall have one vote for each lot owned by such owner on all votes on all business coming before and transacted at the meeting. A majority of the votes of the lot owners in attendance at such meeting in person or represented by written proxy on any item of business coming before the meeting shall be sufficient

to adopt and affirm such item of business on behalf of the association.

2. Votes at the initial organizational meeting of the association shall be evidenced by written ballot furnished by the Developer, and in addition to such other business as shall come before the meeting, the meeting shall address and act upon the following items:

A. Selection of the form of the association, e.g., nonprofit corporation, informal association, etc.

B. Election of officers to hold the offices of President, Vice President, Secretary and Treasurer during the first association operating year.

C. Election of a committee to prepare and adopt bylaws for the association.

D. Adopt rules and regulations regarding use of the Subdivision recreational and other common areas; provided, however, that such rules and regulations shall minimally provide that (1) the Subdivision recreational and other common areas are for the use and enjoyment of all lot owners, their immediate families and guests; (2) all guests entering upon any Subdivision recreational or other common area must reside in the Subdivision, be accompanied by a lot owner or a member of a lot owner's immediate family or have in his or her possession written permission from a lot owner to enter upon and use such facilities.

E. Levy an assessment against each lot and lot owner in the Subdivision sufficient in amount to meet for the next twelve (12) month period of time the expenses hereinafter provided to be borne and paid by the association with respect to the Subdivision recreational and other common areas and roadways.

F. Set the time, date and place of the next meeting of the members of the association, which shall not be later

than one (1) year from the date of the initial meeting. There shall be a meeting of the members of the association at least once each year.

3. Upon its organization, the Tierra Vista Lot Owners' Association shall have the duty and obligation to:

A. Supervise and enforce compliance of the association rules and regulations relating to use and enjoyment of the Subdivision recreational and other common areas.

B. Maintain in good, usable and neat appearing condition and repair all recreational facilities in the Subdivision and to maintain in a well kept condition, free of brush, weeds, high grass, trash, rubbish and other unsightly items, the common areas of the Subdivision. All such maintenance shall be at the cost and expense of the association.

C. Pay all ad valorem taxes levied and assessed against all recreational and other common areas within the Subdivision.

D. Following initial construction of the roadways within the Subdivision, the Developer shall have no further obligation with regard thereto, and in the absence of Kerr County or other governmental agency keeping such roadways in a good condition of maintenance and repair, such maintenance and repair shall be the responsibility of the association at its cost and expense.

4. The association shall from time to time, and not less often than once each year, assess against each lot and lot owner within the Subdivision an assessment and charge sufficient to meet the expenses of organizing and operating the association and to pay the maintenance costs herein imposed upon the association. All such assessments upon any lot in the subdivision shall become the personal obligation of the owner of such lot, as well as an encumbrance upon such

lot and the association shall have and is hereby granted a lien upon each lot to secure payment of such assessments and such assessments shall be obligations running with the land.

VII.

The recreational and other common areas of the Subdivision, as shown on the above described recorded plat of such Subdivision, are hereby dedicated to the use and enjoyment thereof by the owners of lots in the Subdivision and an easement thereon for such purpose is hereby granted to each owner of any lot in the Subdivision, subject to such rules and regulations relating to the use thereof as may be promulgated by the Developer prior to organization of the Tierra Vista Lot Owners' Association, or by such association subsequent to its organization. It is expressly provided, declared and understood that all recreational and other common areas of the Subdivision are to be entered upon, used and enjoyed at the sole risk of any and all persons whomsoever who may so enter upon, use or enjoy the same and that the Developer shall have no responsibility or liability with regard to the condition, safety or usability thereof.

VIII.

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.

EXECUTED this 31st day of October, 1977.

FILED FOR RECORD

at 1:40 o'clock P.M.

OCT 31 1977

GERALD M. MUENNER
Clark County Court, May County, Texas
By James West Deputy

Rex E. Thomas M.D.
REX E. THOMAS

"DEVELOPER"

THE STATE OF TEXAS I

THE COUNTY OF KERR I

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BEFORE ME, the undersigned authority, on this day personally appeared REX E. THOMAS, 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, this 28th day of October, 1977.

James H. Darrin
Notary Public in and for
Kerr County, Texas

My Commission Expires:

June 3, 1978



Filed for record October 31, 1977 at 1:40 o'clock P.M.
Recorded November 3, 1977
EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy