

Item: **VIRGIL MERRELL'S FIFTH ADDITION**

(Category: RESTRICTIONS)

Volume 3, Page 59, Plat Records of Kerr County, Texas; Volume 115, Page 94, 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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Item: **VIRGIL MERRELL'S FIFTH ADDITION**

(Category: Subdivisions)

- a. Easement to L.C.R.A., dated May 6, 1947, recorded in Volume 82, Page 138, Deed Records of Kerr County, Texas.
- b. Easement to Lone Star Gas Company, dated July 31, 1950, recorded in Volume 1, Page 397, Easement Records of Kerr County, Texas.
- c. Easement to L.C.R.A., dated March 6, 1959, recorded in Volume 104, Page 467, Deed Records of Kerr County, Texas.
- d. Easements and Building Set Back Lines as per the Plat recorded in Volume 3, Page 59, Plat Records of Kerr County, Texas.
- e. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 115, Page 94, Deed Records of Kerr County, Texas.
- f. Easement to the Kerrville Telephone Company and L.C.R.A., dated December 4, 1970, recorded in Volume 6, Page 294, Easement Records of Kerr County, Texas. (As per Lots 1-4, Blk. 4, Lots 1 & 2, Blk 8, Lot 1, Blk.7 & an unidentified Lot 11 adjacent to the Fifth Addition)
- g. Right Of Way and Easement to the Kerrville Telephone Company and L.C.R.A., dated April 6, 1971, recorded in Volume 6, Page 405, Easement Records of Kerr County, Texas. (As per Lots 1, 2 & 4, Blk. 2 only)
- h. Any visible and/or apparent roadways or easements over or across the subject property.
- i. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)





line of Ross Street intersects the said fence line, said iron stake marking the most Southerly corner of that 4.12 acre tract which was conveyed by the Guaranteed Home Financing Company, Inc., to W. A. Furman; THENCE with the East side of the said 4.12 acre tract N. 25° 44' E. 205.4 feet to an iron stake, N. 6° 18' W. 175.3 feet to an iron stake, and N. 32° 44' W. 451.6 feet to an iron stake set for the NE corner; THENCE N. 16° 15' E. 327.3 feet to a fence corner; -----, ----- post, the SE corner of the Richard Flach 3.6 acre tract; THENCE N. 16° 15' E. 486.69 feet; THENCE S. 76° 02' E. 639.40 feet and N. 54° 58' 30" E. 539.50 feet along said South line of Cypress Creek Road to a point for P. C. of a curve to the right, said curve having a radius of 50 feet and an interior angle of 130° 29'; THENCE along said curve a distance of 113.87 feet to its P. T. in the centerline of the Lone Star Gas Company 10 foot easement; THENCE S. 05° 27' 30" W. 61.08 feet, and S. 05° 08' 30" W. 1799.08 feet along the East line of this tract, same being the centerline of the Lone Star Gas Company easement to a point for the Southeast corner of this tract; THENCE S. 59° 49' W. 591.80 feet to the POINT OF BEGINNING; this property being out of and a part of that property conveyed by Aime W. and L. A. Real, Individually and as Independent Executors of the Estate of Frank Flach, et al to the Guaranteed Home Financing Company, by deed dated March 26, 1946, recorded in Volume 79, page 45, Kerr County Deed Records, to which reference is here made for all purposes.

WHEREAS, the said Virgil Merrell, as the owner and developer of such lands has caused a portion of said lands to be subdivided into lots, blocks and streets, known as VIRGIL MERRELL FIRST ADDITION, a plat of which appears of record in Volume 2, page 99, Kerr County Plat Records, and in the near future will subdivide the remainder of said tract, the same to be known and designated as VIRGIL MERRELL SECOND ADDITION, and the said Virgil Merrell is desirous of providing for the orderly and uniform development of said lands and every part thereof;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Virgil Merrell, do hereby adopt and by these presents do impose upon all of said lands, the following restrictions as to the use and occupancy thereof:

1. Such property and every part thereof shall be used for private dwelling purposes only. No store or business house, no gas, oil or automobile service station, and no flat or apartment house, though intended for dwelling purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses and such out-buildings as are customarily appurtenant to dwellings, each house being detached and being designed for occupancy for a single family only.

2. No noxious or offensive activity shall be carried on in any structure or upon any part of said land, nor shall any structure be moved on said land from outside the subdivisions.

3. No more than one dwelling, and its appurtenant garage, and/or other outbuilding shall be erected on any one lot.

4. No dwelling shall be erected on any of said land which contains less than 1,000 square feet of living area, exclusive of open porches and/or garages, whether the same be attached or detached.

5. Every dwelling erected on any of said land shall have an exterior of at least 75% brick, brick veneer, stone or stone veneer, provided that gables shall not be considered in calculating the wall area, and provided further that no house shall be constructed of concrete block.

6. Every dwelling shall front on the street on which the lot fronts, excepting only where a dwelling is constructed on a corner lot, and in that event, such dwelling shall nevertheless present a good frontage on the street where the narrow dimension of said corner lot fronts.

7. All outbuildings shall correspond in style and architecture to that of the dwelling to which the outbuilding is appurtenant; and no such outbuilding shall have more stories than the dwelling to which it is appurtenant. No such outbuilding shall be constructed nearer to any street than the rear of the dwelling; and no outbuilding shall be constructed before the dwelling house is constructed.

8. No dwelling house shall be constructed nearer than 25 feet from the street on which it fronts nor shall the same be constructed nearer than 15 feet from any side street; and there shall be a minimum clearance between every dwelling or outbuilding and the side or rear lines of any lot, of 6 feet.

9. No signs, billboards or advertising structures shall be maintained on any of said land except that signs, not to exceed 3 x 5 feet may be temporarily erected for the purposes of advertising any <sup>of</sup> said property for sale or rent; and the developer reserves the right during the development of such subdivisions to maintain a larger sign for purposes of advertising the subdivisions.

10. The undersigned, Virgil Merrell, shall have and there is expressly reserved unto him, his heirs, legal representatives or assigns, the right to grant easements for all utilities purposes along the back lines (that is the block centerline) of the lots in such subdivisions, such easement or easements not to exceed 12 feet in width; and it is further provided that no permanent structure including a fence, shall be built nearer to any such lot line than 6 feet.

11. The building of fences is expressly permitted, provided that the same are not constructed nearer to any street than the nearest portion of the appurtenant dwelling and that the same shall be constructed of wood, either painted or stained finish, rock, brick, or shall be of hurricane or cyclone type wire with metal posts.

12. No animals, excepting household pets, shall be kept on any of said land; and no poultry shall be kept thereon.

13. No shack, trailer or tent shall ever be occupied or maintained on said premises for occupancy, provided however, that vacation type house trailers or "campers" belonging to the property owner may be stored on said premises.

14. No part of said property shall ever be owned, used or occupied by persons of the negro or Mexican race, except as servants of white persons owning or occupying said property, and then separate quarters shall be provided for the occupancy of such servants.

15. Said Virgil Merrell further reserves the right to adopt additional restrictions with respect to any unsold portion of such lands at any time, without the joinder of other owners in the subdivisions; provided however, that any such additional restrictions shall not affect the lands which are sold prior to the adoption thereof.

The foregoing restrictions shall run with the land and shall remain in full force and effect for a period of 50 years from the date hereof; and the performance of same shall be enforceable by injunction upon the proper application therefor by the undersigned Virgil Merrell, or by any one or more owners of land in the subdivisions, all of whom shall have the right to maintain such an action to enjoin or to correct a breach of these or any additional restrictions.

IN TESTIMONY WHEREOF, witness my hand, this the 23rd day of April, 1963.

/s/ Virgil Merrell  
/t/ Virgil Merrell

THE STATE OF TEXAS |  
COUNTY OF KERR |

BEFORE ME, the undersigned authority, on this day personally appeared Virgil Merrell, known

