

MONTEBELLO ESTATES RESTRICTIONS

Volume 187, Page 333, Deed Records of Kerr County, Texas (AS PER SECTION ONE ONLY), 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

- Easement dated November 3, 1949 to L.C.R.A., recorded in Volume 1, Page 194, Easement Records of Kerr County, Texas.
- Easement dated May 9, 1952 to L.C.R.A., recorded in Volume 2, Page 521, Easement Records of Kerr County, Texas.
- An undivided non-participating royalty interest reserved by Grantors, as described in instrument from V.P. Tippet and wife, Ergeal B. Tippet to Herman A. Swan, et al, dated March 6, 1962, recorded in Volume 112, Page 139, of the Deed Records of Kerr County, Texas; said deed being corrected by instrument dated May 9, 1962, recorded in Volume 124, Page 100, Deed 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.
- Easement dated February 23, 1976 to Kerrville Telephone Company and the L.C.R.A., recorded in Volume 8, Page 748, Easement Records of Kerr County, Texas. (Lots 21 & 22 only)
- Easement dated February 25, 1976 to Kerrville Telephone Company and the L.C.R.A., recorded in Volume 8, Page 754, Easement Records of Kerr County, Texas. (Lots 16 & 20 only)
- Easement dated February 25, 1976 to Kerrville Telephone Company and the L.C.R.A., recorded in Volume 8, Page 758, Easement Records of Kerr County, Texas. (Lot 22 only)
- Easements as per the Plat recorded in Volume 4, Page 50, Plat Records of Kerr County, Texas. (Section One only)
- Building Set Back Lines as per the Restrictions recorded in Volume 187, Page 333, Deed Records of Kerr County, Texas. (SECTION ONE ONLY)
- Easements as per the Plat recorded in Volume 4, Page 101, Plat Records of Kerr County, Texas. (AS PER SECTION TWO ONLY)
- Right Of Way and Easement dated March 31, 1978 to Kerrville Telephone Company, recorded in Volume 9, Page 683, Easement Records of Kerr County, Texas. (Lots 23, 25, 28, 29, and 31)
- Certified Service Area Map For Southern Hills Water System; PWS #1330128, CCN #12052, filed by Wiedenfeld Water Works, Inc., recorded in Volume 1599, Page 230, 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)
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Preamble. In order to carry out a general plan of development of a certain 34.8 acres, more or less, tract of land, which 34.8 acres tract is known as MONTEBELLO ESTATES, the plat of which subdivision is of record in Volume 4, Page 50, Plat Records of Kerr County, Texas, to which plat and its record reference is herein made for all purposes (hereinafter referred to as "subdivision" or "said subdivision"), and in order to promote the construction of desirable residences in said subdivision, to insure harmony in the character of such buildings in connection therewith, maintain the suitability of said subdivision for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a tract or parcel of land in said subdivision, the following restrictive covenants are hereby imposed upon the tract of land described in the deed attached and annexed hereto by the Grantors, and are accepted by the Grantees upon the premises described in said deed attached hereto, such restrictive covenants being as follows, to-wit:

First. These restrictive covenants are to run with the land, and shall be binding upon the Grantees and Purchasers and all persons claiming under the Grantees and Purchasers, until 2026, at which time said restrictive covenants shall be automatically extended for successive periods of 25 years, unless by vote of the majority of the then owners of the tracts or parcels of land in said subdivision it is agreed to change said restrictive covenants in whole or in part.

Second. These restrictive covenants shall be enforceable as provided by law, and shall, in addition thereto, be specifically enforceable by injunctive action brought by or on behalf of any one or more of the owners of any of the tracts in the said subdivision.

Third. That the property described in the deed attached or annexed hereto shall be used for residential purposes only; said property shall not be used for business purposes of any character, nor have any commercial or manufacturing purpose, except that nothing herein shall be construed to prevent an owner herein from rendering professional services of a purely professional nature, as long as such services do not attribute to the tract or parcel any appearance of a commercial or non-residence use. That any commercial type sign, advertising any commercial service or business, is strictly prohibited, except that on each such tract of said subdivision, one sign shall be allowed for the purpose of advertising said tract of land for sale. Also, specifically prohibited is the commercial raising of any type of animal or fowl.

Fourth. The tract of land described in the deed attached or annexed hereto shall not be resubdivided.

Fifth. Not more than one (1) primary residence shall be constructed on any one tract in said subdivision, and no such primary residence shall be used for anything other than single family residential purposes only, except as provided for herein. Further, no such residence shall be constructed

thereon which contains less than one thousand (1,000) square feet of living area; living area to be defined herein as that portion of a residence which is heated and/or air conditioned for living purposes; that such residences or dwellings shall be under one continuous roof with no outbuildings or outstructures of any kind, save and except that one tack and stable barn shall be allowed, subject to the following, to-wit:

a. Such tack and stable barn shall be of similar construction on the exterior as the main residence on said tract; and

b. Shall be subject to the same building setback property lines as are hereinafter set forth as to the residences or dwellings.

Sixth. That no dwelling, residence, tack or stable barn, or any other type of structure, shall be constructed or maintained on any tract of said subdivision or upon the tract described in the deed attached and annexed hereto, any closer to any outside perimeter property line than twenty (20) feet.

Seventh. That no septic system, or any other type of system designed for the disposal or dispersment of human waste or excrement, shall be constructed or maintained on any tract of land in said subdivision, or upon the tract described in the attached or annexed deed, except that said septic tank or similar type system shall be of adequate size, both tank and drain field, to conform to any and all specifications of the Texas Water Quality Board, and any and all other regulatory or governmental agencies which may have jurisdiction.

Eighth. That no garbage shall be allowed to accumulate, nor burned, or otherwise disposed of on any part of any tract of said subdivision, nor on any part of the tract of land described in the deed attached and annexed hereto, but wood, and leaves may be burned on the premises, provided that the same are burned without creating a fire hazard, in accordance with all governmental laws and regulations.

Ninth. That no perimeter fence shall be constructed or maintained on any tract of said subdivision, or upon the tract described in the deed attached and annexed hereto, which is in excess of four (4) feet in height, and no such fence or fences shall be constructed or maintained which are of solid rock, brick, wood or other type construction, which would block the view of someone attempting to view from the outside the property thereby enclosed.

Tenth. Privacy fences may be of solid construction, but no privacy fence shall be constructed or maintained unless at least one end of same is attached to a main dwelling or residence, and further, said privacy fence shall be subject to the same minimum property setback building restrictions as are the dwellings and residences.

Eleventh. That no swine, poultry, goats, sheep, cows, or other ruminants are to be kept or maintained on said tracts of said subdivision, or upon the tract described in the deed attached or annexed hereto; that no more than one (1) horse shall be kept or maintained on said tract or

tracts, that no more than two (2) mature (9 months or older) cats or other similar types of animals, domestic or otherwise, and no more than two (2) mature (9 months or older) dogs shall be kept or maintained on said tract or tracts.

Twelfth. That no mobile home, trailer house, tent or shack shall be placed, erected or permitted to remain on said tract or tracts of land in said subdivision, or upon the tract described in the deed attached or annexed hereto, nor shall any structure of a temporary character be used as a residence thereon.

Thirteenth. That no structures shall be moved onto the above described premises unless it shall be a residence, dwelling, or tack barn, which conforms to the other restrictive covenants as set forth herein, and then only in the event same shall conform to and be in harmony with the existing structures on other tracts or parcels of land in said subdivision, and on said tract of land described in the deed attached and annexed hereto.

Fourteenth. That no structure, of whatever kind, shall be constructed, erected, or maintained on said tracts of said subdivision, or upon the tract described in the deed attached and annexed hereto, which shall have any part of its outside surface constructed of any type of a metal substance. Specifically prohibited and intended to be prohibited hereby are mobile homes or trailer homes which have had the wheels and axles or any other parts thereof removed and are attached to any type of concrete structure.

Fifteenth. That once construction is commenced upon any dwelling, residence or tack house on any tract in said subdivision, or upon the tract described in the deed attached and annexed hereto, such construction shall be diligently prosecuted, and the duration of said construction shall not exceed one (1) year from the date same is started, and that once construction is completed, that no debris or residue from said construction shall be left, kept or maintained on said premises after the date of completion of construction.

Sixteenth. That no sanitorium or structure for the care and treatment of tuberculosis or any infectious or contagious diseases shall be erected or maintained on said tract or tracts for profit, and no boarding house or boarding or keeping of tubercular persons or persons suffering from any infectious or contagious disease, for profit, shall be erected or maintained upon said properties.

Seventeenth. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot in said subdivision or upon the tract described in the contract or deed attached or annexed hereto, which may be or become an annoyance or nuisance to the neighborhood.

Eighteenth. That no camper, camping trailer, or other similar type of recreational vehicle shall be kept or maintained on any tract of said subdivision, or upon the tract described in the deed attached and annexed hereto, unless same shall be kept out of sight in a garage.

Nineteenth. That no owner of any lot in said subdivision nor the owner of the tract described in the deed attached and annexed hereto shall operate or permit to be operated on any part of the subdivision any motor, pump, or other machinery or equipment which exhausts any noxious smoke or fumes, or which creates any noise which is disturbing to any other owner of a lot or tract in said subdivision.

Twentieth. That no semi-tractors or trailers or trucks weighing more than 6,000 pounds shall be parked, kept, or maintained on said tract or tracts of land in said subdivision, nor upon the tract described in the deed attached and annexed hereto.

Twenty-First. That no structure, residence or otherwise, shall be constructed or maintained on any tract in said subdivision, nor upon the tract described in the deed attached and annexed hereto, which has more than two (2) stories.

Twenty-Second. In the event any portion of the provisions hereof shall become or be held to be invalid, whether by reason of abandonment, waiver, estoppel, or for any other reason, the remainder of the provisions hereof shall remain in full force and effect.

WITNESS OUR HANDS this 21st day of April, 1976.

FILED FOR RECORD

at 1:10 o'clock P.M.

MAY 7 1976

EMMIE M. MUENNER

Clerk, County Court, Kerr County, Texas
By Gemie Rogene Deputy

Louis A. Wood
Louis A. Wood

J. M. Ramsey
J. M. Ramsey

ENERGY-LAND, INC.

By G. E. Lehmann
G. E. Lehmann
Vice President

ATTEST:

Gemie Rogene

THE STATE OF TEXAS §

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THE COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS A. WOOD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of May, 1976.



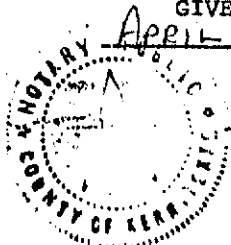
Wm. J. Atkins
Notary Public in and for
Bexar County, Texas

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. RAMSEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of April, 1976.



Thomas W. Pollard
Notary Public in and for
Kerr County, Texas
THOMAS W. POLLARD
Notary Public For And Within
The County of Kerr, State
of Texas
My Commission Expires June 1, 1977

THE STATE OF TEXAS §

THE COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared G. E. LEHMANN, who is the Vice President of Energy-Land, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of May, 1976.



Bertie Malachuk
Notary Public in and for
Kerr County, Texas