

MOUNTAIN VIEW ESTATES RESTRICTIONS

Volume 209, Page 145, 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

- 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.
- Easements as per the Plat recorded in Volume 3, Page 62, Plat Records of Kerr County, Texas.
- Road easement dated April 14, 1978 to Otheil J. Erlund, Jr., et ux, recorded in Volume 9, Page 732, Easement Records of Kerr County, Texas. (AS PER LOTS 1-3 ONLY)
- Road and Utility Easements as per the Plat recorded in Volume 4, Page 122, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 209, Page 145, Deed 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)

RESTRICTIONS
MOUNTAIN VIEW ESTATES
KERR COUNTY, TEXAS

783559

THE STATE OF TEXAS:

COUNTY OF KERR :

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, DONALD W. ROBINETT, and MARGIE L. ROBINETT, of the County of Kerr, State of Texas, herein after referred to and identified as "Owners", are the owners of the tracts of land in Kerr County, Texas, said tracts of land comprising all of the land which has been subdivided as MOUNTAIN VIEW ESTATES, a subdivision in Kerr County, Texas; and

WHEREAS, it is deemed to be in the best interest of the above described Owners and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvements and development of the lots covered as a restricted and modern subdivision; and

WHEREAS, it is desirable that such restrictions apply to MOUNTAIN VIEW ESTATES, be put on record and include all of the tracts of land in said subdivision; and

THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That owners do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on owners and all persons acquiring title under it until January, 1999, at which time said covenants, condition and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said subdivision in which it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If owners, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting

to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by judgement or court order shall in nowise effect any of the other provisions hereof, which shall remain in full force and effect.

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

1. LAND USE: Except as herein noted, no lots shall be used for anything other than residential purposes. The term "residential purpose" as used herein shall be construed to exclude hospitals, clinics, apartment houses, boarding houses, hotels, duplex houses and to exclude commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. Mobil homes and or house trailers are prohibited on any lot in said subdivision. The term "residential purpose" means for single family residence purposes only.

2. SIGNS: No signs of any kind shall be displayed, erected, or maintained on any lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale, or signs used by owners in connection with the development of MOUNTAIN VIEW ESTATES.

3. ANIMALS: No swine, livestock, poultry, or any other animals of any kind shall be bred, raised, or kept on any lot; except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial or food producing purpose. Pets must be sheltered and the areas where they are kept must be clean at all times. Livestock that is raised for the purpose of showing in livestock shows is permissible with the written consent of the owners herein or any committee designated by said owners for the purpose of enforcing the covenants and conditions of the restrictions herein set out.

4. LEGAL AND NOXIOUS USES: No premises or any part thereof shall be used for illegal or immoral purposes. Nothing shall be done upon any premise that may be or become obnoxious to the occupants or owners of any other premises by reason of smoke, odor, noise, fume, vapor, glare, radiation, vibration, or unsightliness.

5. OTHER BUILDINGS: No house trailers, mobil homes, truck body, tent, shack, barn or any other building, (other than main residence) shall at any time be used for permanent dwelling purposes. Servants quarters may be constructed as long as they are not the main dwelling.

6. TEMPORARY BUILDINGS: No temporary buildings shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and then such temporary buildings must be on the lot on which construction is in progress and not on adjoining lots, street, or easements; and at completion of construction, the temporary building must be removed immediately. No such temporary building shall be used for residential purposes during construction. All buildings constructed upon residential lots shall be completed within a reasonable time.

7. SEPTIC TANKS: Septic tanks and drain fields will be constructed to the County specifications, no outside toilets, or outside privies will be permitted.

8. HUNTING: No hunting shall be allowed on any part of the MOUNTAIN VIEW ESTATES.

9. EASEMENTS: The use of easements as shown on the plat is granted to the public and to the utility companies as set forth on said plat for the purposes of drainage, sanitary and storm sewer lines, the location of gas, water, electricial, television cable, and telephone lines and conduits, and the maintenance thereof. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility company is responsible.

10. STORAGE OF MATERIALS: Storage of any type of material or products is prohibited except that building material may be placed or stored upon a lot when a building is ready to commence and then such materials shall be placed within the property lines of the lot or parcel of land upon which improvements are to be erected, and at the completion of such improve-

ments, such remaining materials must be immediately removed from the property.

11. ABANDONED OR WRECKED VEHICLES: No abandoned or wrecked vehicle shall be parked, stored, left, or permit the parking, storage or leaving of any licensed or unlicensed motor vehicle of any kind or parts thereof which is in a rusted, wrecked, junked, partially dismantled, inoperative, or abandoned condition, whether attended or not upon any lot or lots in MOUNTAIN VIEW ESTATES for a period of time in excess of thirty (30) days unless such vehicle or parts thereof is completely enclosed within a building.

12. DUMPING: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such items shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. BUILDING SETBACK LINES: No dwelling or outbuilding on a residential lot shall be closer to the front line than twenty-five (25) feet in said subdivision; on interior lots, no dwelling or outbuilding shall be closer than six (6) feet to a side lot line; on corner lots, no building shall be closer than fifteen (15) feet to the building setback line, whichever is greater, to the street forming the side lot line. Nothing in these restrictions shall be construed to prohibit the construction of one or more swimming pools with pertinent and necessary equipment and buildings except that the same shall not be constructed nearer than fifty (50) feet from such street.

14. DWELLING SIZE: The ground floor area of the main structure, exclusive of porches and garages, shall not be less than one thousand (1,000) square feet of heated area.

15. RESUBDIVISION: No lot may be subdivided or resubdivided into less than 50/100 of an acre. No lot shall contain less than 50/100 of an acre after subdivision or resubdivision.

16. MOVING IN HOUSES: No dwelling house or other structure shall be moved upon the premises from outside said subdivision, except with the expressed consent of a majority of the lot owners, each lot to be allowed one vote.

17. FUTURE REMODELING AND RESUBDIVISION: All restrictions, covenants and conditions herein shall apply to future rebuilding and remodeling of buildings, and resubdivision of lots.

18. ROADS: All roads in said subdivision are dedicated for public use, to be maintained by said county. Until said county assumes maintenance of roads, each lot owner is responsible for the road maintenance.

IN WITNESS WHEREOF, the undersigned have cause the presents to be executed, this the 17 day of MAY, 1978.

Donald W. Robinett
DONALD W. ROBINETT

Margie L. Robinett
MARGIE L. ROBINETT

THE STATE OF TEXAS (

THE COUNTY OF KERR (

BEFORE ME, the undersigned authority, on this day personally appeared DONALD W. ROBINETT, 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 the 17 day of MAY, 1978.

Daniel Perry
Notary Public, Kerr County, Texas

THE STATE OF TEXAS (

THE COUNTY OF KERR (

BEFORE ME, the undersigned authority, on this day personally appeared MARGIE L. ROBINETT, 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, this the 17 day of MAY, 1978.

Daniel Perry
Notary Public, Kerr County, Texas