

Item: **WESTWOOD OAKS (ALL SECTIONS)**

(Category: RESTRICTIONS)

Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, {PR,"insert type of records",ST1,3} Records of Kerr County, Texas; Volume 294, Page 49, Deed Records of Kerr County, Texas (Section One only); Volume 404, Page 728, Real Property Records of Kerr County, Texas (Sections Two and Three 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.

Item: **WESTWOOD OAKS (ALL SECTIONS)**

(Category: Subdivisions)

- a. Easement to L.C.R.A., dated May 25, 1959, recorded in Volume 3, Page 167, Easement Records of Kerr County, Texas. (As per Lots 14-22, Section One; Lots 1-4, and 45-47, Block 1, Lots 1, 9-11, Block 2, Section Two only)
- b. Easement to J.W. Priour, Jr., T.V. Cable, dated November 16, 1976, recorded in Volume 9, Page 214, Easement Records of Kerr County, Texas.
- c. Easement to Central Texas Electric Cooperative, dated March 7, 1977, recorded in Volume 9, Page 817, Easement Records of Kerr County, Texas.
- d. Easement to Hill Country Telephone Cooperative, Inc., dated October 30, 1981, recorded in Volume 13, Page 381, Easement Records of Kerr County, Texas.
- e. Easements as per the Plat recorded in Volume 5, Page 20, Plat Records of Kerr County, Texas. (SECTION ONE ONLY)
- f. Easements as per the Plat recorded in Volume 5, Page 73, Plat Records of Kerr County, Texas. (SECTION TWO ONLY)
- g. Easements as per the Plat recorded in Volume 5, Page 266, Plat Records of Kerr County, Texas. (SECTION THREE ONLY)
- h. Building Set Back Lines as per the Restrictions recorded in Volume 294, Page 49, Deed Records of Kerr County, Texas, and in Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, {PR,"insert type of records",ST1,3} Records of Kerr County, Texas. (Section One only)
- i. Building Set Back Lines as per the Restrictions recorded in Volume 404, Page 728, Real Property Records of Kerr County, Texas, and in Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, {PR,"insert type of records",ST1,3} Records of Kerr County, Texas. (Sections Two & Three only)
- j. Right Of Way Easement dated August 4, 1986 to Central Texas Electric Cooperative, Inc., recorded in Volume 23, Page 743, Easement Records of Kerr County, Texas. (Section Three only)
- k. Mineral reservation by Grantor, as described in instrument from {PR,"Name of

DECLARATION OF RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR X

WHEREAS, R. L. JONES and JAMES Y. ELIOT are the owners of all that certain real property located in Kerr County, Texas, described as follows:

WESTWOOD OAKS, Section I, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 5, Page 20, Plat Records of Kerr County, Texas, to which reference is here made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the permanent value and the desirability of, to promote and protect the rights of the people to PRIVATE OWNERSHIP OF LAND, and which shall run with, the real property and shall be binding upon all parties having any rights, title, or interest in or to the above described property or any part thereof and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

1. All lots shall be known and used for residential purposes, with no more than one (1) single family dwelling or duplex per lot. No lot in this development may be further subdivided.

2. No lot shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the development. The discharge of firearms is forbidden.

3. No structure shall be located nearer than fifty (50) feet to the front property line (which is 25 feet from the front of the right of way line) or nearer than ten (10) feet to the side or back lines of any lot.

4. No mobile homes of less than 800 square feet of heated space shall be permitted to be placed on the property. All mobile homes must be properly secured and skirted with material which matches the siding of the mobile home, rock, masonry or other material approved by Seller, within 30 days after said mobile home is moved onto the property. Corrugated iron or other galvanized metal shall not be used for skirting.

5. All house and out building plans shall be approved in writing by SELLER prior to beginning date of construction. No residence of less than 1000 square feet of living area, excluding porches, breeze ways and garage shall be erected and no used buildings, houses or mobile homes shall be moved onto, placed or permitted

to remain on this property. All buildings shall be neat in appearance. Out-buildings shall be located to the rear of the residence. Wood exteriors shall be stained or painted. No corrugated iron or metal may be used on exterior walls or roofs of any residence or outbuildings. All roofs must be constructed of standard wood or composition shingles, standing-seam metal or other material approved by Seller or the architectural control committee and vehicle tires or other unsightly objects shall not be placed on the roof of any house or out-building. Upon completion of development of the property plans to be approved are to be submitted to an architectural control committee to be selected by the property owners. Exterior construction must be finished within one (1) year from starting date.

6. No structure of a temporary character, garage, barn, shack or other out building, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently. Campers or motor homes during week-ends or vacation periods are permissible.

7. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters.

8. No lot shall be used for business purposes of any character nor have any commercial or manufacturing purpose. It is specifically agreed that lot owners shall not excavate, remove or sell the soil, not cut, sell or remove timber other than necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. No leaves, bush, timber, debris, or trash of any nature shall be permitted to be disposed of or burned within the development.

9. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.

10. No disposal of any kind that would pollute any stream or body of water which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of this property shall be permitted.

11. The keeping of swine, cattle, sheep, goats or livestock of any nature is expressly forbidden. Household pets should be maintained in a sanitary and quiet manner. There shall be no more than three (3) dogs per lot, and all dogs must be kept on a leash or within a fenced area.

12. The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune-buggies off of established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.

13. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.

14. Invalidation of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on each and every owner, his or their heirs, assigns, successors, administrators and all persons claiming under such owner until January, 2003, at which time said restrictions shall be automatically extended for successive periods of ten (10) years, unless at any time by a vote of the then owners of the majority of the land in the development, it is agreed to change these restrictions in whole or in part. No amendment shall be effective until recorded in the Deed Records of Kerr County, Texas, or until the approval of any government regulatory body which is required shall have been obtained.

EXECUTED this 30th day of March, 1984.

R. L. Jones
R. L. JONES

James Y. Eliot
JAMES Y. ELIOT

THE STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared R. L. JONES, 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 30th day of March, 1984.



Katy P. Lachey
Notary Public, The State of Texas
My Commission Expires: 2-22-88

THE STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared JAMES Y. ELIOT, 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 30th day of March, 1984.



Katy P. Lachey
Notary Public, The State of Texas
My Commission Expires: 2-22-88

2694

Instructions

VOL. 294 PAGE 52

*Westwood Oaks,
Section 1*

*To
The Public*

FILED FOR RECORD ✓

at 2:13 o'clock P.M.

APR 4 1984

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By *Amanda Dargatz* Deputy

Filed and Return to: ✓

Pat Tinker
Attorney at Law
611 Sidney Baker
Kerrville, Texas 78028

Filed for record April 4, 1984 at 2:13 o'clock P.M.
Recorded April 10, 1984
PATRICIA DYE, Clerk

By *Mary C. Dargatz* Deputy