

Westwood Park 3

RESTRICTIONS

Volume 274, Page 82, 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

- Easement to Lone Star Gas Company dated June 13, 1951, recorded in Volume 2, Page 50, Easement Records of Kerr County, Texas.
- Right Of Way Easement to Central Texas Electric Cooperative, Inc., dated August 4, 1969, recorded in Volume 6, Page 104, Easement Records of Kerr County, Texas.
- Certified Service Area Map For Westwood Park Water Supply CCN #12172 (12052) filed by Wiedenfeld Water Works Incorporated and recorded in Volume 1593, Page 529, Official Public Records of Kerr County, Texas.
- Certified Service Area Map For Westwood Park Water Supply; PWS# 1330015, CCN# 12052, filed by Wiedenfeld Water Works Incorporated and recorded in Volume 1629, Page 342, 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)

Vol. 5 page 8

130968

WESTWOOD PARK ESTATES - PART III

A 4.847 ACRE SUBDIVISION, SAME BEING A PART OF THAT CERTAIN 15.784 ACRE TRACT OF LAND OUT OF THE OLIVER P. MOORE SURVEY NO. 29 IN KERR COUNTY, TEXAS; WHICH WAS CONVEYED TO WESTWOOD PARK, INC. BY DEED DATED OCTOBER 31, 1978 AND RECORDED IN VOLUME 215 AT PAGE 196 OF THE DEED RECORDS OF KERR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF KENDALL

The owner of the land shown on this plat and whose name is subscribed hereon and in person or through a duly authorized agent, acknowledged that this was made from an actual survey and dedications in the use of the public forever all streets and easements shown for the purposes and considerations therein expressed.

WESTWOOD PARK, INC.
BY A.C. Schuermehl
A.C. SCHUERMEL, SECRETARY
STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared A.C. Schuermehl, 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 considerations therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st day of March, 1983, A.D.

E.L. Stockman
Notary Public, Kendall County, Texas
E.L. STOCKMAN

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify this plat to be true and correct and was prepared from an actual survey made on the ground under my supervision, and that iron pins were set at all corners.

Don B. Bunker
Don B. Bunker, R.R. 8
Texas Reg. No. 2712

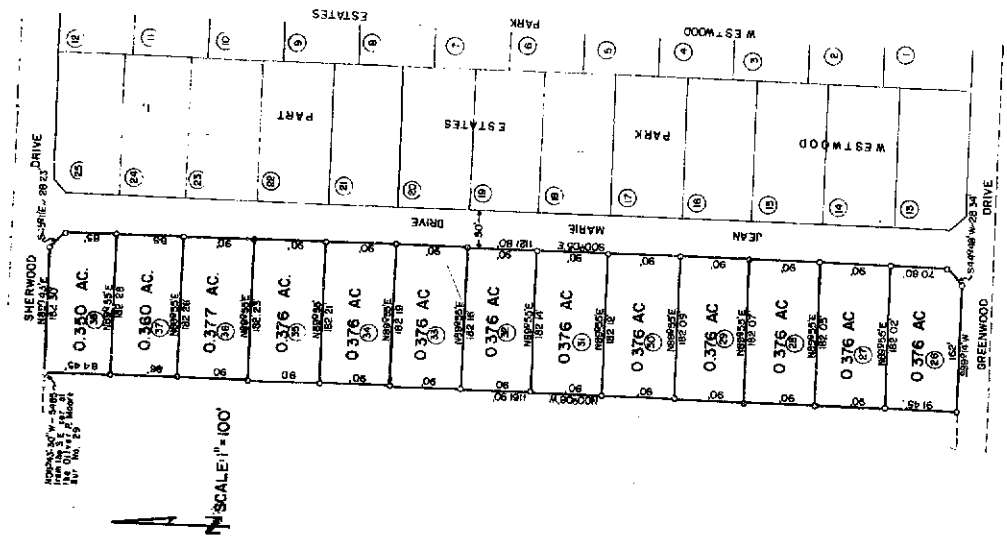
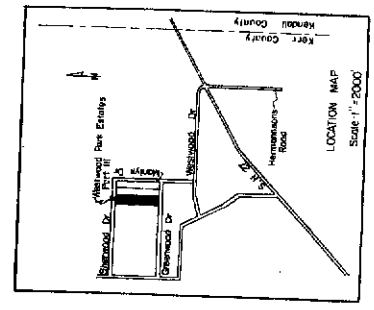
Sworn to and subscribed before me this 14th day of March, 1983, A.D.

Donna M. Henry
Notary Public, Kendall County, Texas
Donna M. Henry

STATE OF TEXAS
COUNTY OF KERR

I, Patricia Sipe, county clerk of said county, do hereby certify that the foregoing instrument of writing, with its exhibits of authentication, was approved by me, Commissioner of the Court of Kerr County, Texas, this 21st day of March, 1983, A.D. by order No. 1000 of said court, and was filed for record in my office on the 21st day of March, 1983, A.D. at 10:00 AM. It is hereby recorded in the Plat Records of said county, in Volume 3 on Page 8 - in testimony whereof, witness my hand and official seal of office this 21st day of March, 1983, A.D.

Patricia Sipe
County Clerk, Kerr County, Texas



WESTWOOD PARK, INC.

to

THE PUBLIC

STATE OF TEXAS

COUNTY OF KERR

832368

VOL. 274 PAGE 82

DECLARATIONS OF LIMITATIONS

AND RESTRICTIONS TO

WESTWOOD PARK ESTATES - PART III

KNOW ALL MEN BY THESE PRESENTS:

That Westwood Park, Inc., the Owner of all the land as shown on a Map of Westwood Park III Subdivision and referred to herein as "OWNER", as recorded in the Plat Records of Kerr County in Volume 5, Page 8, reference to which Plat and Record is here made and had for all pertinent purposes does hereby impress all of the said lots in said subdivision with the following restrictions;

1. No old, used, existing building or structure of any kind and no part of an old used existing building or structure shall be moved onto, placed on or permitted to remain on any lot. All construction is to be of new material.
2. Each residence shall have a minimum floor area of 700 square feet, exclusive of porches, stoops, steps, open or closed carports, patios or garages. Mobile homes placed on any lot in this subdivision must be a minimum width of 12 feet and a minimum length of 50 feet and shall have been manufactured by a recognized mobile home manufacturer not more than three years previous to the placing of said mobile home on the lot. The area between the bottom of the mobile home and the ground level shall be enclosed with a non-transparent material, within 30 days from the date the mobile home is installed on the lot.
3. No building nor mobile home shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.
4. The Architectural Control Committee is composed of three (3) members appointed by Westwood Park, Inc. for the betterment and improvement of the subdivision.
5. 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 a nuisance to the neighborhood.
6. All property in Westwood Park II Subdivision shall be used for residential purposes only. OWNER reserves the right to erect and maintain a structure or structures on any lot or lots for use as a sales office or offices, and such other uses as he may deem desirable, so long as any lots remain unsold.
7. No improvements shall be erected or constructed on the premises herein described nearer than 25 feet to the front property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of the side property lines adjacent to the streets.
8. The OWNER reserves to himself, his successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines, therefor, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to OWNER to supply such services. Before any work is done pertaining to location of utilities, building, etc., approval of said location must be first obtained from the OWNER.
9. No lot shall be used or maintained as a dumping ground for rubbish or any other materials. Trash, garbage, or other waste shall not be kept except 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, and all such items shall be of neat attractive appearance.

10. No tent, shack, garage, barn or outbuilding (other than servant's quarters or permanent guest houses) erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11. No outside toilet shall be installed or maintained on any premises and all septic tanks shall be installed in accordance with requirements and recommendations of the Texas Department of Health and any other regulatory agencies with jurisdiction over such installations.

12. No sign of any kind may be kept or displayed to the public view (except by the OWNER) other than names and street number signs, and provided that the OWNER may grant permission in writing to the lot owners for the displaying of approved signs offering such lot for sale, OWNER can remove any sign violating this provision, without consent of the landowner and without any liability.

13. No lot shall be re-subdivided or lot lines changed without permission in writing from the OWNER, or the Architectural Committee.

14. No removal of trees nor excavation of any other material other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of OWNER.

15. All potable and waste water plumbing shall be installed in accordance with accepted practices. Specifically, no cross-connections between any private and public water supplies shall be permitted. Operator of a water system serving said subdivision shall have the right to inspect potable or waste water facilities on any lot to insure that no sub-standard materials and/or workmanship are utilized and that no cross-connections exist.

16. In validation of any one or more of the foregoing covenants by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. The OWNER, his successors or assigns, shall be under no obligation to enforce the restrictions herein contained or any modifications thereof, but shall have the right to do so at his election. In the event of any violation or any attempt to violate any of the covenants herein set forth, it shall be lawful for any person or persons then owning any of the lots of said addition to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violations.

18. All restrictions, reservations and covenants shall be binding upon the Purchaser or the successors, heirs and assigns of the purchaser, provided, however, said restrictions shall expire on January 1, 1993, A.D. at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the then owners of a majority of the lots in the subdivision, changing in whole or in part the said covenants. Said covenants and restrictions are for the benefit of the entire subdivision and may be enforced by any property owner in the subdivision by recourse to the proper courts of this jurisdiction, or by the OWNER his successors or assigns.

19. Animals kept on any lot shall be only those normally found in a suburban subdivision and in no event shall include hogs. No animals shall be kept or raised for commercial purposes.

20. The enforcement of these restrictions shall be by injunction to prevent violation of such restrictions or suit for damages where violations are damaging to other landowners in this subdivision. Nothing contained in these restrictions shall be taken or construed to allow a reversion of title.

This instrument shall be recorded in the office of the County Clerk of Kerr County, Texas, and shall be referred to in all contracts and deeds executed by Grantor; and such reference, or if such reference is omitted, the mere filing hereof in the office of the County Clerk, shall place all subsequent owners, purchasers, and interested persons

in and to any and all of the lots in said subdivision on due notice of the full contents hereof as completely as if this instrument were included in full in such contracts of sale, contracts for deed, deeds, or other instruments evidencing title of any portion of this subdivision. The terms and provisions hereof shall extend to the heirs, executors, owners of any property interest contained in said subdivision.

Executed this 15TH day of MARCH, A.D. 19 83.

WESTWOOD PARK, INC.

By Harold Spenrath
President
HAROLD SPENRATH

STATE OF TEXAS
COUNTY OF KENDALL

Before me, the undersigned authority, on this day personally appeared Harold Spenrath, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 15TH day of MARCH, A.D., 1983.



E. L. Stocking
Notary Public - Kendall County, Texas

My commission expires: 3-31-85
E. L. STOCKING

#832369_{rv}

Restrictions

Westwood Park Estates,
Part III

&

The Public

FILED FOR RECORD

at 8:49 o'clock A.M.

MAR 25 1983

PATRICIA DYE

Clerk County Court, Rock County, Texas

[Signature]

Filed By + Return To:

A.C. SCHWETHELM

861 Hwy 27

COMFORT, TX 78013

Filed for record

Recorded March 29, 1983

PATRICIA DYE, Clerk

March

25, 1983

at

8:49

O'clock A.M.

By

[Signature]

Deputy