

Item: **VISTA HILLS**

(Category: RESTRICTIONS)

Volume 170, Page 693, refiled in Volume 176, Page 273 and refiled in Volume 302, Page 778, Deed Records of Kerr County, Texas; Volume 460, Page 208, Real Property 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: **VISTA HILLS**

(Category: Subdivisions)

- a. Distribution Easement dated August 15, 1967 to L.C.R.A., recorded in Volume 5, Page 171, Easement Records of Kerr County, Texas.
- b. Right Of Way and Easement dated May 14, 1968 to L.C.R.A., recorded in Volume 5, Page 334 and Volume 5, Page 339, Easement Records of Kerr County, Texas.
- c. Easements (As per Lots 2-7 & 13, 14, 19-22 only) and Private Road Easement (As per Lots 1-4 only) as per the Plat recorded in Volume 5, Page 325, Plat Records of Kerr County, Texas.
- d. Building Set Back Lines as per the Restrictions recorded in Volume 460, Page 208, Real Property Records of Kerr County, Texas.
- e. Easement dated August 2, 1999 to The Kerrville Telephone Company, recorded in Volume 1025, Page 642, Real Property Records of Kerr County, Texas. (AS PER LOTS 2, 3, 5-8, AND 13-21 ONLY)
- f. Any visible and/or apparent roadways or easements over or across the subject property.
- g. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

# 6305

CERTIFICATE OF COMPLETION AND DISPOSITION

STATE OF TEXAS  
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS, that M. R. Williams, Jr., R. D. and  
Sally V. Williams hereby certify that we are the owners of the  
property shown and described herein and that we hereby agree that the  
same shall be divided into lots as shown on the plat hereunto  
attached and that we will execute all proper documents, including  
particulars and other open space to public use as noted.

WITNESSETH, this 30th day of July, 1907.

M. R. Williams, Jr., R. D.  
Sally V. Williams

STATE OF TEXAS  
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared  
M. R. Williams, Jr., R. D. and Sally V. Williams, known to me to be  
the persons whose names are subscribed to the foregoing instrument,  
and acknowledged to me that they executed the same for the purposes  
and consideration therein expressed, and in the capacity therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day  
of July, 1907.

My Commission Expires  
January 31, 1909



Notary Public, State of Texas

I hereby certify that the subdivision plat shown herein has been found  
to comply with the subdivision regulations for Kerrville, Texas with  
the exception of such variances, if any, as are noted in the margin  
hereof, and that it has been approved for recording in the office of the County Clerk.

August 28, 1907.

Lynn T. Williams, Chairman  
City Planning Commission

I hereby certify that individual water disposal systems installed, or  
proposed for installation, in the subdivision plat entitled  
"Subdivision Plat of Williams, R. D. and Sally V. Williams, et al.,  
for the construction of individual sewage disposal systems shall be  
approved prior to the beginning of construction of any building  
therein, and that the same shall be subject to the approval of the  
Health Department of the City of Kerrville, Texas.

August 28, 1907.

Upper Guadalupe Street Municipality

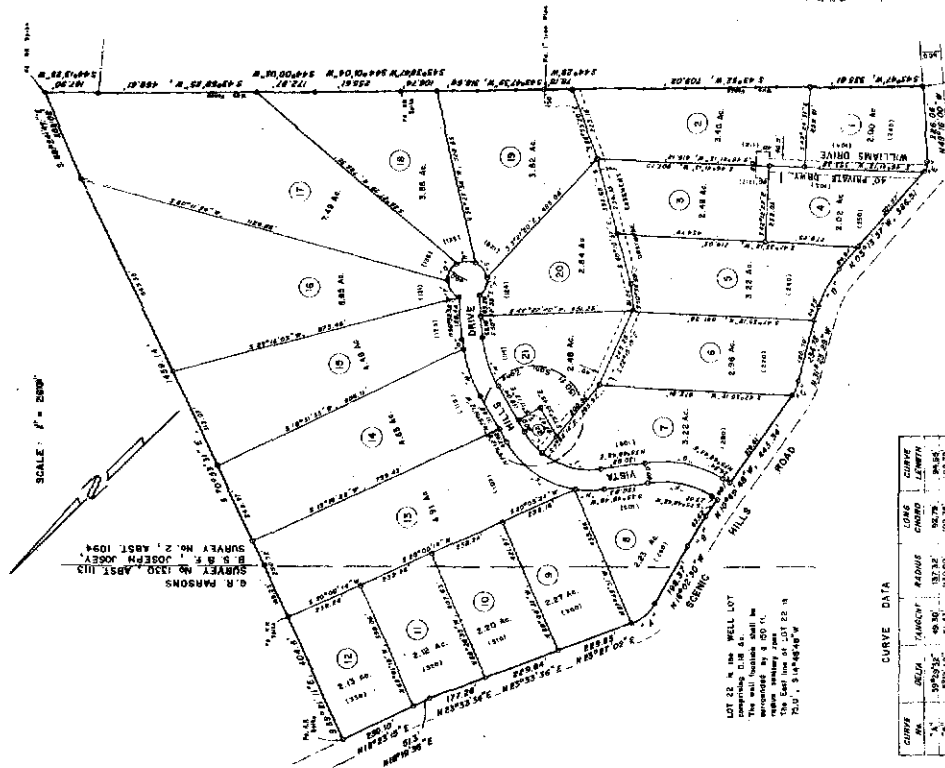
I hereby certify that an irrevocable letter of credit in the amount of  
\$10,000.00 has been deposited with the City of Kerrville to  
secure the payment of all indebtedness of all recorded subdivisions in  
the subdivision within the limits.

August 28, 1907.

Edith C. Williams  
City Engineer

This plat was duly filed for  
record in the office of the  
County Clerk, Kerr County, Texas,  
on the 28th day of August, 1907.

PLAT 3006  
This plat was duly filed for  
record in the office of the  
County Clerk, Kerr County, Texas,  
on the 28th day of August, 1907.



CURVE DATA

CURVE	AREA	PERCENT	RADIUS	CHORD	LENGTH
1	1.00	100.00	100.00	100.00	100.00
2	1.00	100.00	100.00	100.00	100.00
3	1.00	100.00	100.00	100.00	100.00
4	1.00	100.00	100.00	100.00	100.00
5	1.00	100.00	100.00	100.00	100.00
6	1.00	100.00	100.00	100.00	100.00
7	1.00	100.00	100.00	100.00	100.00
8	1.00	100.00	100.00	100.00	100.00
9	1.00	100.00	100.00	100.00	100.00
10	1.00	100.00	100.00	100.00	100.00
11	1.00	100.00	100.00	100.00	100.00
12	1.00	100.00	100.00	100.00	100.00
13	1.00	100.00	100.00	100.00	100.00
14	1.00	100.00	100.00	100.00	100.00
15	1.00	100.00	100.00	100.00	100.00
16	1.00	100.00	100.00	100.00	100.00
17	1.00	100.00	100.00	100.00	100.00
18	1.00	100.00	100.00	100.00	100.00
19	1.00	100.00	100.00	100.00	100.00
20	1.00	100.00	100.00	100.00	100.00
21	1.00	100.00	100.00	100.00	100.00
22	1.00	100.00	100.00	100.00	100.00
23	1.00	100.00	100.00	100.00	100.00
24	1.00	100.00	100.00	100.00	100.00
25	1.00	100.00	100.00	100.00	100.00
26	1.00	100.00	100.00	100.00	100.00
27	1.00	100.00	100.00	100.00	100.00
28	1.00	100.00	100.00	100.00	100.00
29	1.00	100.00	100.00	100.00	100.00
30	1.00	100.00	100.00	100.00	100.00
31	1.00	100.00	100.00	100.00	100.00
32	1.00	100.00	100.00	100.00	100.00
33	1.00	100.00	100.00	100.00	100.00
34	1.00	100.00	100.00	100.00	100.00
35	1.00	100.00	100.00	100.00	100.00
36	1.00	100.00	100.00	100.00	100.00
37	1.00	100.00	100.00	100.00	100.00
38	1.00	100.00	100.00	100.00	100.00
39	1.00	100.00	100.00	100.00	100.00
40	1.00	100.00	100.00	100.00	100.00
41	1.00	100.00	100.00	100.00	100.00
42	1.00	100.00	100.00	100.00	100.00
43	1.00	100.00	100.00	100.00	100.00
44	1.00	100.00	100.00	100.00	100.00
45	1.00	100.00	100.00	100.00	100.00
46	1.00	100.00	100.00	100.00	100.00
47	1.00	100.00	100.00	100.00	100.00
48	1.00	100.00	100.00	100.00	100.00
49	1.00	100.00	100.00	100.00	100.00
50	1.00	100.00	100.00	100.00	100.00
51	1.00	100.00	100.00	100.00	100.00
52	1.00	100.00	100.00	100.00	100.00
53	1.00	100.00	100.00	100.00	100.00
54	1.00	100.00	100.00	100.00	100.00
55	1.00	100.00	100.00	100.00	100.00
56	1.00	100.00	100.00	100.00	100.00
57	1.00	100.00	100.00	100.00	100.00
58	1.00	100.00	100.00	100.00	100.00
59	1.00	100.00	100.00	100.00	100.00
60	1.00	100.00	100.00	100.00	100.00
61	1.00	100.00	100.00	100.00	100.00
62	1.00	100.00	100.00	100.00	100.00
63	1.00	100.00	100.00	100.00	100.00
64	1.00	100.00	100.00	100.00	100.00
65	1.00	100.00	100.00	100.00	100.00
66	1.00	100.00	100.00	100.00	100.00
67	1.00	100.00	100.00	100.00	100.00
68	1.00	100.00	100.00	100.00	100.00
69	1.00	100.00	100.00	100.00	100.00
70	1.00	100.00	100.00	100.00	100.00
71	1.00	100.00	100.00	100.00	100.00
72	1.00	100.00	100.00	100.00	100.00
73	1.00	100.00	100.00	100.00	100.00
74	1.00	100.00	100.00	100.00	100.00
75	1.00	100.00	100.00	100.00	100.00
76	1.00	100.00	100.00	100.00	100.00
77	1.00	100.00	100.00	100.00	100.00
78	1.00	100.00	100.00	100.00	100.00
79	1.00	100.00	100.00	100.00	100.00
80	1.00	100.00	100.00	100.00	100.00
81	1.00	100.00	100.00	100.00	100.00
82	1.00	100.00	100.00	100.00	100.00
83	1.00	100.00	100.00	100.00	100.00
84	1.00	100.00	100.00	100.00	100.00
85	1.00	100.00	100.00	100.00	100.00
86	1.00	100.00	100.00	100.00	100.00
87	1.00	100.00	100.00	100.00	100.00
88	1.00	100.00	100.00	100.00	100.00
89	1.00	100.00	100.00	100.00	100.00
90	1.00	100.00	100.00	100.00	100.00
91	1.00	100.00	100.00	100.00	100.00
92	1.00	100.00	100.00	100.00	100.00
93	1.00	100.00	100.00	100.00	100.00
94	1.00	100.00	100.00	100.00	100.00
95	1.00	100.00	100.00	100.00	100.00
96	1.00	100.00	100.00	100.00	100.00
97	1.00	100.00	100.00	100.00	100.00
98	1.00	100.00	100.00	100.00	100.00
99	1.00	100.00	100.00	100.00	100.00
100	1.00	100.00	100.00	100.00	100.00

PLAT  
OF  
VISTA HILLS

BEING A SUBDIVISION OF 73.3 ACRES OF LAND SET  
BY SURVEY NO. 2, JOSEPH JOSEY, ORIGINAL  
GRANTEE, ABSTRACT NO. 1094 AND 6 R. PARSONS  
SURVEY NO. 1350, ABSTRACT NO. 1113, KERR COUNTY,  
TEXAS

HICKLEN ENGINEERING & SURVEYING  
407 JUNCTION HWY.  
KERRVILLE, TEXAS

MAY 1907

STATE OF TEXAS I

COUNTY OF KERR I

7584  
10563

6682

RESTRICTIONS

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VOL 170 PAGE 693

VOL 302 PAGE 778

The subscribing parties hereto, all being owners of various lots, tracts and parcels of land situated and lying in the subdivision of Kerr County, Texas, commonly known as "Scenic Hills" addition and as shown in Annex "A" attached hereto and incorporated by reference for all purposes, foresee that further subdividing may occur with possible misuse of an essentially residential area by promoters of whatsoever kind, and each desiring to preserve the character and natural beauty of the land and area, and to make certain any plans for future development of their various tracts are to a reasonable standard in use and income, and each acting for the benefit of himself and for each other, do hereby establish the following restrictions, reservations and covenants to apply uniformly on the use, and occupancy of all our said lots, tracts or parcels of land belonging to us on the date hereof and located in said Scenic Hills subdivision, and each contract or deed which may be hereafter executed with regard to any such lots, tracts or parcels of land, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions and covenants, regardless of whether or not said reservations, restrictions and covenants are set out in full in said contract or deed.

FIRST: The restrictions and covenants herein defined are, each and all, covenants to run with the land and shall be binding on all owners, their heirs, successors and assigns and, otherwise, all persons claiming under them until July 1, 1993, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the owners of such tracts here included it is agreed to change them in whole or in part.

SECOND: The real estate here included shall be used for residential purposes only, and shall not be used for business purposes of any character, nor have any commercial or manufacturing purpose or use whatsoever. Included in the ban against business and commercial use, shall be specifically included, but not by way of limitation, the operation of any motor court, trailer parks, mobile home parks, hotels, motels, rooming houses, taverns, inns, or other businesses where fees or rentals are charged non-owners thereof for the use and occupancy of the premises or where food and/or drink is sold to the public, provided and except, however, an owner may rent out, or lease for a term, an entire single family dwelling that may be located on any one tract of land herein included.

THIRD: No more than and only one single family residential dwelling shall be constructed on any one lot, parcel or tract herein, and shall not contain less than 800 square feet of living area excluding garages and porches; provided and except however, such restriction shall pertain only to structures constructed after the date of this agreement.

FOURTH: No swine will be allowed on any tract herein.

FIFTH: No poultry will be kept or raised for commercial purposes but, otherwise, reasonable flocks of poultry may be kept and raised within confining or fenced enclosures, for the owner's consumption only.

SIXTH: No premises or any part thereof will be used for illegal purposes.

SEVENTH: No commercial signs will be permitted on any tract here included other than a single sign, not more than five (5) feet square, when advertising the property for sale.

EIGHTH: No lot, parcel, or tract shall be used or maintained as a dumping ground, nor shall the owners or occupiers thereof cause to accumulate, or permit accumulation of garbage, rubbish or trash on any such lot, parcel or tract other than the normal household accumulation which shall be kept, while located there, in sanitary containers and for only short periods of time until removed to other areas elsewhere, provided for the disposal thereof.

NINTH: That any sewage disposal system constructed on these lots, tracts or parcels shall be built in compliance with State Health Department Specifications, and so as not to create any pollution to the waters and rivers of Kerr County, Texas, or to be offensive to the area residents by sight or smell.

TENTH: No tract herein included shall be used as a storage area for trucks, cars, machinery or used otherwise as a warehouse or as an adjacent storage area for a business, even though such business is conducted elsewhere.

ELEVENTH: No tract or parcel of land may be subdivided into lots smaller than one (1) acre in size and only one principal house, as described in paragraph Third above, shall

be placed on any one tract regardless of size although smaller utility buildings may be constructed therewith although not for lease or rental or living purposes. An owner may reside in a mobile home on his own property while building his permanent dwelling, but for a term not to exceed two (2) years.

If the owner herein, or any of their successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property now or hereafter successors to the owners hereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

In the event any one or more of these covenants, agreements, reservations or restrictions, shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity or the other covenants, agreements, easements or restrictions set out herein, which shall remain in full force and effect.

Witness our hands this 15<sup>th</sup> day of October, A. D. 1973.

<u>B. J. McMillan</u>	<u>T. E. Clark</u>
<u>James J. Clark</u>	<u>Mrs. J. E. Clark</u>
<u>Clinton Kenna</u>	<u>Mrs. Charles E. Rogers</u>
<u>Rev. J. B. Smith</u>	<u>Mrs. Mary Kaiser</u>
<u>M. B. Chernak</u>	<u>Frank A. Long</u>
<u>Charles W. McMillan</u>	<u>Charles E. Churchill</u>
<u>Doris Ann Brown</u>	<u>Thomas E. Hand</u>
<u>Charles H. H. H. H.</u>	<u>A. E. Ryan</u>
<u>Walter W. H. H. H.</u>	<u>Walter H. K. K.</u>
<u>A. B. H. H. H.</u>	<u>W. B. H. H. H.</u>
<u>Mrs. L. M. H. H. H.</u>	<u>Joe F. H. H. H.</u>
<u>Lee W. H. H. H.</u>	
<u>Philip D. H. H.</u>	
<u>Herb H. H. H.</u>	
<u>Harry L. H. H.</u>	

THE STATE OF TEXAS

COUNTY OF Kerr

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared James J. Clark, 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 ON THIS THE 15<sup>th</sup> day of October, A. D. 1973.



Filed 1 Day of Nov. A.D. 1974  
 EMMIE M. MUENKER, Notary Public  
 Clerk County Court, Kerr County, Texas

Encl. P. Smith  
 in and for Kerr  
 County, Texas

THE STATE OF TEXAS        I  
COUNTY OF Seu        I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Williams, 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 ON THIS THE 11<sup>th</sup> day of October,  
A. D. 1973  
Evelyn R. Smith  
Notary Public in and for Seu  
County, Texas

THE STATE OF TEXAS        I  
COUNTY OF Seu        I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Kenney, 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 ON THIS THE 15<sup>th</sup> day of October,  
A. D. 1973  
Evelyn R. Smith  
Notary Public in and for Seu  
County, Texas

THE STATE OF TEXAS        I  
COUNTY OF Harris        I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Robert F. Beach, 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 ON THIS THE 26<sup>th</sup> day of October,  
A. D. 1973  
JONNY CAIN  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975

J. Cain  
Notary Public in and for Harris  
County, Texas

THE STATE OF TEXAS        I  
COUNTY OF Harris        I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared M. A. AARNATHY, 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 ON THIS THE 30<sup>th</sup> day of October,  
A. D. 1973

ESTHER M. RICHTER, NOTARY PUBLIC  
IN AND FOR HARRIS COUNTY, TEXAS  
MY COMMISSION EXPIRES JUNE 1, 1975

Esther M. Richter  
Notary Public in and for Harris  
County, Texas

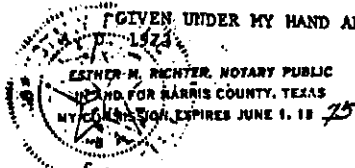
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THE STATE OF TEXAS I  
COUNTY OF Harris I

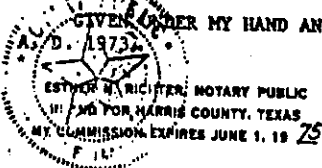
BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Charles S. Williams Jr., known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Esther M. Richter  
Notary Public in and for Harris  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF Harris I

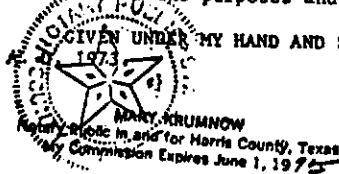
BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs. and Brown, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



Esther M. Richter  
Notary Public in and for Harris  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF Harris I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Quast, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Mary Krumnow  
Notary Public in and for Harris  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared W. Kullenberg, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Lydia Brown  
Notary Public in and for Kerr  
County, Texas

THE STATE OF TEXAS      I  
COUNTY OF Kerr      I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Lupea, known to me to be the person whose name A. B. 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 ON THIS THE 28 day of November, 1973.

Lydia Brown  
Notary Public in and for Kerr  
County, Texas

THE STATE OF TEXAS      I  
COUNTY OF Kerr      I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs. L. M. Hallenore, 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 ON THIS THE 29th day of November, 1973.

Evelyn P. Smith  
Notary Public in and for Kerr  
County, Texas

THE STATE OF TEXAS      I  
COUNTY OF Kerr      I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared L. M. Hallenore, 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 ON THIS THE 29th day of November, 1973.

Evelyn P. Smith  
Notary Public in and for Kerr  
County, Texas

THE STATE OF TEXAS      I  
COUNTY OF Kerr      I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Philip Kerr, 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 ON THIS THE 12 day of December, 1973.

Lydia Brown  
Notary Public in and for Kerr  
County, Texas

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THE STATE OF TEXAS I

COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Julia, known to me to be the person whose name Julia 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 ON THIS THE 14 day of January.

Evelyn P. Smith  
Notary Public in and for Kerr  
County, Texas

THE STATE OF TEXAS I

COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Harry, known to me to be the person whose name Harry 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 ON THIS THE 14 day of January.

Evelyn P. Smith  
Notary Public in and for Kerr  
County, Texas

THE STATE OF TEXAS I

COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Lipka, known to me to be the person whose name Lipka 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 ON THIS THE 25 day of January.

Evelyn P. Smith  
Notary Public in and for Kerr  
County, Texas

THE STATE OF TEXAS I

COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs. J. E. Clark, known to me to be the person whose name Mrs. J. E. Clark 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 ON THIS THE 28 day of January.

Evelyn P. Smith  
Notary Public in and for Kerr  
County, Texas



THE STATE OF TEXAS I  
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Harold C. Williams, 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 ON THIS THE 15th day of October, 1973.

Ernest R. Smith  
Notary Public in and for Kerr  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF Dallas I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Frank A. Long, 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 ON THIS THE 14th day of March, 1973.

June S. Crawford  
Notary Public in and for Dallas  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF Quinn I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Charles E. Christensen, 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.

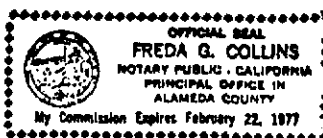
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 3 day of April, 1974.

Ted Christensen  
Notary Public in and for Quinn  
County, Texas

THE STATE OF ~~TEXAS~~ California  
COUNTY OF Alameda I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Thomas B. House, 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 ON THIS THE 2nd day of May, 1977.



Thos. B. House  
Notary Public in and for Alameda  
County, ~~Texas~~ California

THE STATE OF TEXAS I  
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs. Harry Kaiser, known to me to be the person whose name 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 ON THIS THE 12 day of March, 1974.



Lydia Brown  
Notary Public in and for  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF Kerr I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Mrs. Charles E. Kennedy, known to me to be the person whose name 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 ON THIS THE 22 day of January, A. D. 1974.



Lydia Brown  
Notary Public in and for  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF Kerr I

Filed 19<sup>th</sup> Day of July, A.D. 1974 at  
EMMIE M. MUENKER 9:15 A.M.  
Clerk County Court, Kerr County, Texas  
By Barbara Witt Deputy

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared O. E. Bryant, known to me to be the person whose name 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 ON THIS THE 9<sup>th</sup> day of May, A. D. 1974.



Lydia Brown  
Notary Public in and for  
County, Texas

THE STATE OF <sup>OHIO</sup> TEXAS I  
COUNTY OF Cuyahoga I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Walter H. Hill, known to me to be the person whose name 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 ON THIS THE 29 day of October, A. D. 1974.



Joseph W. Stedronsky  
Notary Public in and for  
County, <sup>OHIO</sup> Texas  
JOSEPH W. STEDRONSKY  
Notary Public for Cuyahoga County  
My Commission Expires Aug. 23, 1976

THE STATE OF Tennessee  
COUNTY OF Davidson I

VOL 302 PAGE 786.

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Arthur B. Burton, known to me to be the person whose name 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 ON THIS THE 2nd day of January,  
A. D. 1975 1975

W.C. Green  
Notary Public in and for Davidson  
County, Tennessee

THE STATE OF TEXAS I  
COUNTY OF KEEL I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared JOSE F. HERNANDEZ, known to me to be the person whose name 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 ON THIS THE 4 day of Sept,  
A. D. 1984 1984

Marie J. [Signature]  
Notary Public in and for KEEL  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF \_\_\_\_\_ I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name 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 ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 1973.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, Texas

THE STATE OF TEXAS I  
COUNTY OF \_\_\_\_\_ I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name 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 ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 1973.

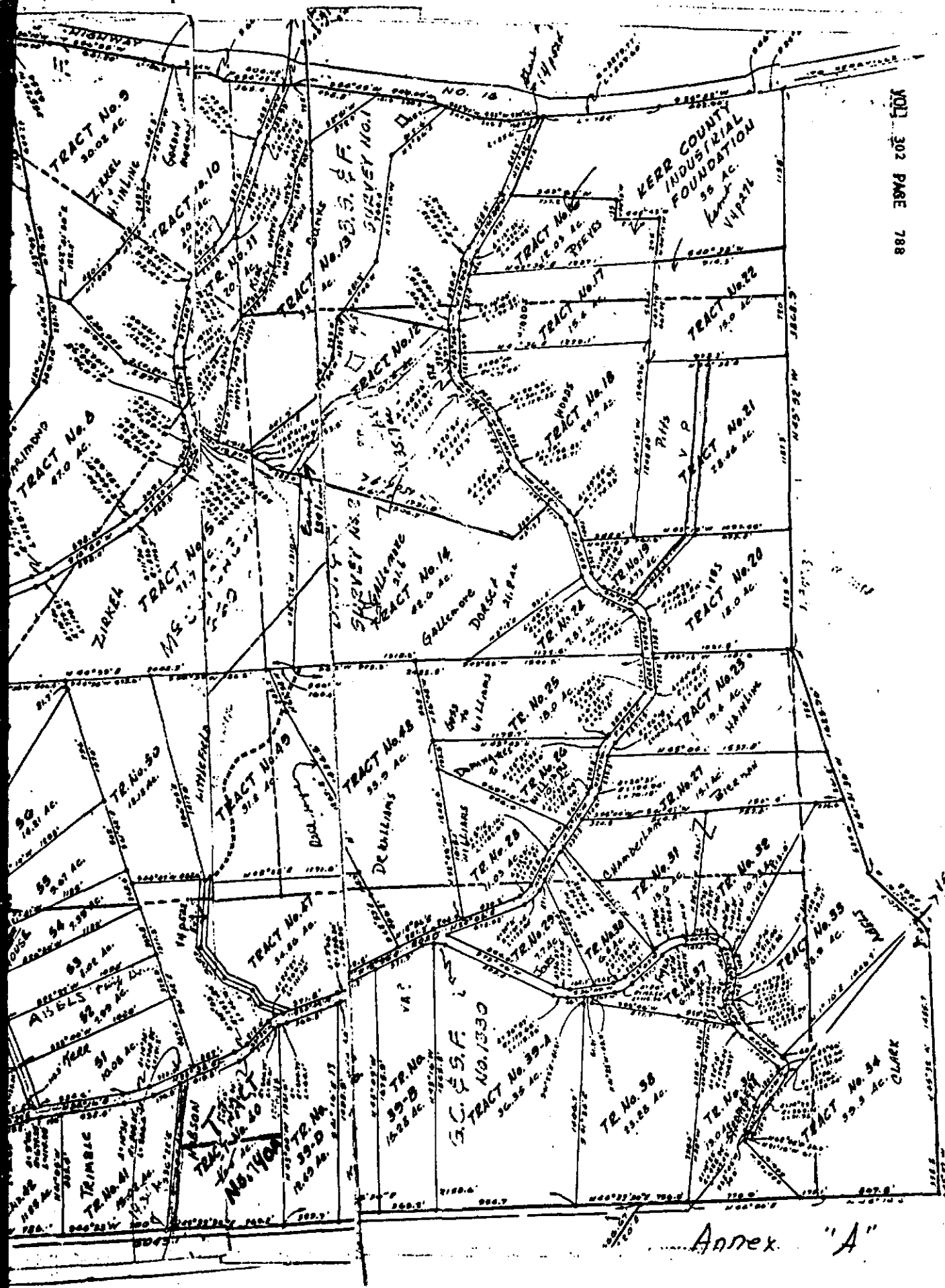
\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, Texas

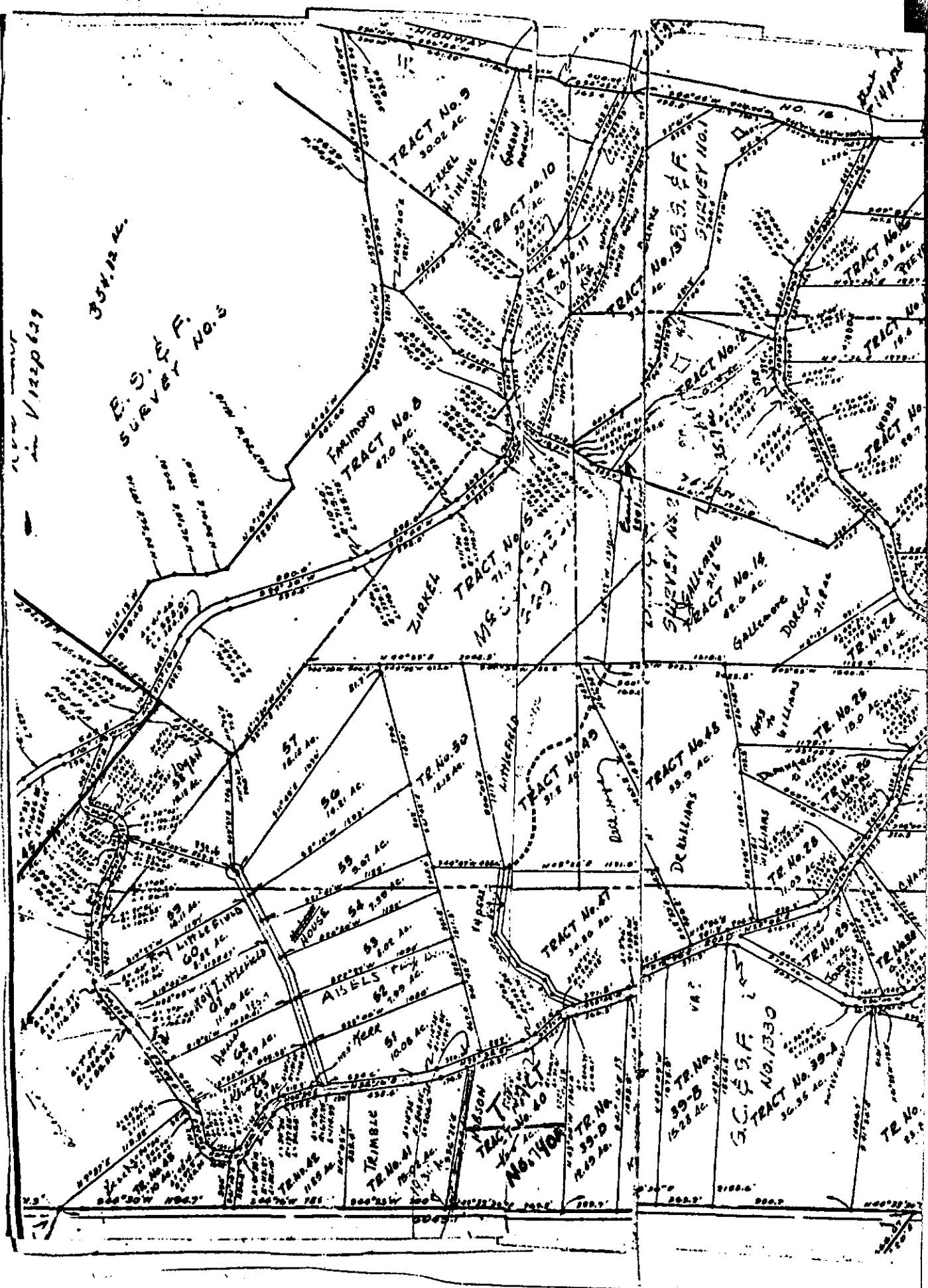
STATE OF TEXAS  
COUNTY OF REAR  
I hereby certify that this instrument was filed on the  
day and at the place mentioned herein for the purpose of  
being recorded in the Public and State of the County of  
Rear County, Texas, as required herein by law.



FEB 21 1974

*Samuel A. Muehle*  
COUNTY CLERK  
REAR COUNTY, TEXAS





Filed & Return To:  
 CLAYTON KENNEY  
 575 SCENIC HILL RD.  
 KENNEDVILLE, TX 78028

*Patricia Dye*  
 Clerk of the County, Texas

SEP 4 1984

FILED FOR RECORD  
 at 10:09 o'clock A.M.

*Scenic Hills*  
 The Baller

*Rebuttime*  
 #7584/M

THE STATE OF TEXAS THE COUNTY OF KERR INDEXED COMPARSED	IN RE: SCENIC HILLS  FILED FOR RECORD at 10:09 o'clock P.M. NOV 5 1974 <i>Emmie M. Muncher</i> Clerk County Court, Kerr County, Texas By <i>Patricia Dye</i> Deputy	RESTRICTIONS	This is a Day of <i>Sept</i> A.D. 19 <i>74</i> at EMILIE M. MUNCHER 9:15 A.M. Clerk County Court, Kerr County, Texas By <i>Patricia Dye</i> Deputy
--	--	--------------	---

JOHN R. BANISTER III  
 Attorney at Law  
 KILLOUGH BUILDING, SUITE 100  
 KENNEDVILLE, TEXAS 78028  
 RECORDED  
 10/2

STATE OF TEXAS  
 COUNTY OF KERR  
 I hereby certify that this instrument was FILED on the  
 7th day of September 1984 at 10:09 o'clock A.M. and was  
 recorded in the Volume and Page of the Public Records  
 of Kerr County, Texas, as stamped herein by me.



NOV 7 1974

*Emmie M. Muncher*  
 COUNTY CLERK  
 KERR COUNTY, TEXAS

Filed for record September 4, 1984 at 10:09 o'clock A.M.  
 Recorded September 7, 1984  
 PATRICIA DYE, Clerk  
 By *Mary C. Hansen* Deputy

DECLARATION OF RESTRICTIONS AND COVENANTS  
VISTA HILLS SUBDIVISION

STATE OF TEXAS     )  
                              )  
COUNTY OF KERR    )

300     VOL. 460     PAGE 208

WHEREAS, B. K. WILLIAMS, JR., M.D. and wife, SHIRLEY V. WILLIAMS (hereinafter referred to as "Developer"), are the owners of all that certain real property located in Kerr County, Texas, described as follows:

VISTA HILLS a subdivision in Kerr County, Texas, consisting of 73.31 acres of land out of B.S.&F Survey No. 2, Joseph Josey, Original Grantee, Abstract No. 1094 and G. R. Parsons Survey No. 1330, Abstract No. 1113, according to the map or plat thereof filed of record in Volume 5, Page 50, Plat Records of Kerr County, Texas, to which reference is hereby made for all intents and purposes as if copied herein verbatim; and

WHEREAS, the above-described property will be conveyed subject to certain protective covenants, conditions, restrictions, easements, 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 the property, protecting the owners of the property against improper development and use of the property, preventing the erection within the property of improvements which are built or constructed of inferior or unsuitable materials, insuring compatibility of design of improvements within the property, promoting and protecting the rights of PRIVATE OWNERSHIP OF LAND, and in general to encourage construction of attractive, high quality, permanent improvements that will promote the general welfare of all owners, and which shall run with the property and 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 covenants, conditions, restrictions, liens and charges shall inure to the benefit of all parties having any rights, title or interest in or to the above property or any part thereof and their heirs, successors and assigns.



1. All lots shall be used for residential purposes only, with no more than one (1) single family dwelling per lot.
2. No lot in the subdivision may be subdivided.
3. The discharge of firearms in the subdivision is prohibited.
4. Hunting in the subdivision is prohibited.
5. No lot shall be used for any business purpose of any character, nor be used for any commercial or manufacturing purpose.
6. No lot shall be used for illegal, immoral, noxious, or offensive purposes.
7. In the event of a conflict, the Architectural Control Committee shall have the power to determine what is an illegal, immoral, noxious or offensive use, and its decision shall be final and conclusive.
8. No trash, garbage, construction debris or other refuse (leaves, brush, trash, etc...), or undesirable material of any nature shall ever be placed on any lot, except in sanitary containers designed for such purposes. Such containers shall be kept in a clean and sanitary condition, and shall be emptied at intervals of no less than fifteen (15) days.
9. In the event of a conflict, the Architectural Control Committee shall have the power to determine what is trash, garbage, construction debris or other refuse or undesirable material, and its decision shall be final and conclusive.
10. No automobile, truck, trailer or other vehicle shall be abandoned or stored on any lot, except such storage will be allowed if, (i) such storage occurs completely within a closed structure which is allowed to be placed on a lot by these restrictions, and (ii) the stored automobile, truck, trailer or other vehicle is not visible to the public.
11. All sewage disposal systems or other sanitary systems

- shall be constructed and operated in compliance with all applicable specifications and regulations of such governmental agencies as shall have jurisdiction thereof.
12. All fencing shall be constructed of wood, masonry or chain link, and shall be approved both as to material and location by the Architectural Control Committee prior to construction thereof.
  13. Mobile homes, manufactured homes, modular homes (including any home which is built off site in components and transported to site for final construction) shall not be allowed on the property.
  14. No more than one single family residence shall be constructed on each lot. Each residence shall have a minimum of 1400 square feet of heated and cooled living area, exclusive of porches, garages, carports or other appendages. Each residence shall contain at least two bathrooms and a garage having a capacity of not less than two standard size automobiles. Each residence shall have an exterior of at least seventy-five (75%) percent masonry. All garages and other buildings or structures of any nature must be attached to the primary residence and must comply with the seventy-five (75%) percent masonry requirement. No garage may open to or face upon the primary street or road which serves the residence.
  15. All residences, buildings and structures shall be of new construction and architecturally in harmony and compatible with other residences, buildings and structures in the subdivision. All buildings and structures shall be of the same architecture as the residence building. All such residences, buildings and structures must be approved by the Architectural Control Committee prior to beginning construction.
  16. No residence building or other structure (not including fences) shall be located nearer than twenty-five (25)

17. Temporary structures of any nature are prohibited.
18. No lot shall be used for storage of any kind other than construction material during construction of a structure approved by the Architectural Control Committee. All construction of residences must be completed within one (1) year from date of beginning construction. All construction of any other structures shall be completed within six (6) months of beginning construction.
19. No berms, dams or other water impoundment structures may be constructed in the subdivision.
20. The keeping of swine, cattle, sheep, goats, horses or livestock of any kind is prohibited. Domestic household pets may be kept on the property so long as they and the area they are maintained in, is kept in a sanitary condition. Domestic household pets shall not be allowed to become noisy or create a nuisance. All such domestic household pets shall at all times be kept on a leash or in a fenced enclosure approved by the Architectural Control Committee. No more than three dogs or cats may be kept per lot.
21. The use of off-road vehicles or any non-human powered vehicle of any kind off of established roadways is prohibited. All engines and power mechanisms located in the subdivision shall operate in a quiet manner and shall be equipped with a functioning muffler and/or soundproofing device.
22. The drilling of water wells is prohibited. Developer has constructed a water system for the purpose of servicing each lot. Each lot owner shall be responsible for payment of any hookup charges required by the owner of the water system. Each lot owner shall further be responsible for the regular payment of water bills as established by the water system owner and any governmental authority having power to regulate same.

23. No lot shall be excavated for the purpose of selling soil, gravel or rock. Excavation for any other purpose shall be approved in advance by the Architectural Control Committee. No timber shall be removed except that necessary for construction, upkeep and maintenance.
24. There is hereby established an Architectural Control Committee sometimes hereinafter referred to as "Committee." The Architectural Control Committee shall have and exercise the powers and duties enumerated in this document, and the decision of the Architectural Control Committee shall be final and binding. The Committee, in exercising the powers and duties conferred herein regarding approval of residences, buildings and structures (including fences) shall use reasonable and prudent judgment and shall determine if the plans and specifications meet the requirements of these restrictions and determine if the proposed appearance, design and quality of workmanship and materials are in harmony with the scheme or plan of development in the subdivision as intended by this document and as further may be established by the Committee.

All submissions to the Committee requesting an exercise of any power herein conferred on the Committee, shall be done in writing. The Committee shall have thirty (30) days from date of submission to respond. In the event no response is received within thirty (30) days it shall be conclusively presumed that the request made has been denied.

The Committee shall be comprised of three (3) members, and shall be appointed by Developer until such time as seventy-five (75%) percent of the acreage which comprises the subdivision has been sold, and the property owners who own seventy-five (75%) percent of the acreage comprising the subdivision have formed a

Property Owners Association. When this occurs the Property Owners Association shall have the right to designate two members of the Architectural Control Committee. When the entire subdivision has been sold by Developer, the Property Owners Association shall have the right to designate all three members of the Architectural Control Committee. Sales by way of contract shall not be considered to be property "sold" for purposes of this paragraph until such time as legal title shall pass to the purchaser by deed.

The Committee shall act by majority vote, and shall have the power to designate a member of the Committee in writing as a representative to act on its behalf. There shall be no payment of compensation for services performed by the Committee or its members.

The Committee is authorized to establish in writing, additional rules and regulations regarding the subdivision, the activities conducted therein and the use thereof, so long as such rules and regulations are not, (i) in conflict with any provision hereof, and (ii) arbitrary or unreasonable. Enforcement of such rules and regulations shall be as provided herein. The Committee shall have the power to grant and approve a variance from any provision hereof so long as such variances are granted based upon a reasonably justified need for such variance, and the granting of same will not cause an unreasonable hardship on any other property owner or be detrimental to the subdivision.

The Committee shall have the power to enforce (i) its decisions made under the powers granted herein, (ii) these restrictions and subsequent amendments or replacements thereof, (iii) any rules or regulations adopted by the Committee in writing or in the by-laws of a Property Owners Association, by any legal means it shall consider necessary, including suit. The Committee shall also have the power to assess the costs and

expenses of exercise of the powers and duties herein granted against the lots in the subdivision on an equal prorated basis, at such time intervals as it may desire. In the event such assessments are not paid within thirty (30) days from date of notice of assessment, such assessment shall bear interest at the rate of ten (10%) percent and shall constitute a lien against the lot against which same is assessed. The Committee shall have the power to further evidence the lien by filing an affidavit of lien of record.

25. Any Property Owners Association formed shall be formed by agreement of the owners of a minimum seventy-five (75%) percent of the acreage comprising the Subdivision. The Property Owners Association shall elect a Board of Directors to represent the Association. After formation of the Property Owners Association, each lot in the subdivision shall have one vote.

The Property Owners Association shall have the power to:

- a. Adopt by-laws for the governing of the Association.
- b. Enforce by any legal means it considers necessary, including suit, (i) these restrictions and subsequent amendments or replacements thereof, and (ii) any rules and regulations adopted by the Architectural Control Committee or the By-Laws of the Association.
- c. Adopt rules and regulations in its By-Laws concerning the Subdivision, so long as they are not in conflict with, (i) these restrictions and subsequent amendments or replacements thereof, and (ii) any rules and regulations adopted by the Architectural Control Committee.
- d. Impose assessments on an equal per lot basis for the purpose of meeting the expenses of the

Association, including, but not limited to, (i) the costs of upkeep and maintaining of common areas or property which is the responsibility of the Association, (ii) enforcement of these restrictions and subsequent amendments or replacements thereof, and (iii) enforcement of any rules and regulations adopted by the Architectural Control Committee or the By-Laws of the Association. Such assessments shall be made at the time specified in the By-Laws, to be paid within the time specified in the By-Laws. Any assessment not timely paid shall bear interest at the rate of ten (10%) percent and shall constitute a lien against the lot against which same is assessed. The Association shall have the power to further evidence the lien by filing an affidavit of lien of record.

26. Seller, the Architectural Control Committee, the Property Owners Association and any other party having any right, title or interest in the subdivision or any portion thereof, shall always have the right to enforce these restrictions by any lawful procedure, and to recover any damages suffered as a result of a violation or violations, such damages to include all costs incurred and reasonable attorneys' fees.

These covenants and restrictions are to run with the land and shall be binding on each and every owner and such owner's heirs, personal representatives, successors and assigns and all persons claiming under same for a period of twenty (20) years from date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. The record owners of legal title of seventy-five (75%) percent of the acreage in the Subdivision may amend or change these covenants and restrictions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the

requisite number of requisite owners, and the recording of same  
in the office of the County Clerk of Kerr County, Texas.

EXECUTED this 4th day of February, 1988.

Filed 8th Day of Febr. A.D. 1988  
PATRICIA OYE  
Clerk County Court, Kerr County, Texas  
By Pat Hudson Deputy

B. K. Williams, Jr., M.D.  
B. K. WILLIAMS, JR., M.D.

Shirley J. Williams  
SHIRLEY J. WILLIAMS

STATE OF TEXAS )

COUNTY OF KERR )

This instrument was acknowledged before me on the 22nd day  
of January, 1988, by B. K. WILLIAMS, M.D. and wife, SHIRLEY

WILLIAMS.

Sara Sue Price  
Notary Public, State of Texas  
My Commission Expires: 2/3/90  
Sara Sue Price  
Notary's Printed Name

#### LIENHOLDER'S CONSENT

The undersigned lienholder hereby consents to, and agrees to  
be bound by, the foregoing restrictions and covenants.

FIRST NATIONAL BANK

Stan A. Tolson  
Stan Tolson, Vice President

ATTEST: Melvin H. Johnson, Jr.  
Melvin H. Johnson, Jr.  
Executive Vice President

STATE OF TEXAS )

COUNTY OF KERR )

This instrument was acknowledged before me on the 4th day  
of February, 1988, by Stan Tolson,  
Vice President, of FIRST NATIONAL BANK, on behalf of said  
corporation.

Juanice Grona  
Notary Public, State of Texas  
My Commission Expires: 2/10/90  
Juanice Grona  
Notary's Printed Name

Return to:  
Kersey & Denson, P.C.  
317 Earl Garrett Street  
Kerrville, Texas 78028



RECORDED IN Real Property  
FILE DATE: Feb. 8, 1988  
FILE TIME: 4:36 O'CLOCK P M  
VOL. 460 PAGE 208  
RECORDING DATE

FEB 18 1988



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY

BY [Signature] Deputy

FEB 18 1988



Patricia Dye  
COUNTY CLERK, KERR COUNTY