

Item: **MESA PARK SUBDIVISION**

(Category: RESTRICTIONS)

Volume 205, Page 357, Deed Records of Kerr County, Texas; Volume 834, Page 278, Real Property Records of Kerr County, Texas; Volume 4, Page 76, Plat 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: **MESA PARK SUBDIVISION**

(Category: Subdivisions)

- a. Easement to the City of Kerrville, Texas, dated February 17, 1930, recorded in Volume 51, Page 373, Deed Records of Kerr County, Texas.
- b. Easement to Texas Power & Light Company, dated March 21, 1930, recorded in Volume 52, Page 38, Deed Records of Kerr County, Texas.
- c. Easement to L.C.R.A., dated February 9, 1965, recorded in Volume 4, Page 173, Easement Records of Kerr County, Texas.
- d. Easement to Kerrville Telephone Company, dated June 23, 1978, recorded in Volume 10, Page 81, Easement Records of Kerr County, Texas.
- e. Utility Easements as per the Plat recorded in Volume 4, Page 76, Plat Records of Kerr County, Texas. (AS PER CERTAIN LOTS ONLY)
- f. Any visible and/or apparent roadways or easement over or across the subject property.
- g. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

## RESTRICTIONS AND LAND COVENANTS

FOR

MESA PARK SUBDIVISION - PHASE I - KERRVILLE, TEXAS

That Dianne Moller Lambert, Owner of all the lots in MESA PARK, Phase I, a Subdivision in Kerr County, Texas, as shown by plat thereof recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ & \_\_\_\_\_ of the Plat Record of Kerr County, does hereby impress all of the property included in said subdivision with the following restrictions, covenants, conditions and uses:

1. DESIGNATION OF USE: All lots shall be limited to the uses as outlined in the Zoning Ordinance No. 73-20, City of Kerrville, Texas. In addition, no trade, profession, business or commercial activity of any kind shall be carried on, within or on any lots in Blocks 3, 4 & 5, Mesa Park, Phase I, nor shall anything be done thereon which may create or become an annoyance or a nuisance to the neighborhood.
2. RETENTION OF EASEMENTS: Easements are reserved as indicated on the recorded plat for utility installation and maintenance.
3. SET-BACKS: Rear and side setbacks shall be in accordance with Zoning Ordinance No. 73-20, City of Kerrville, Texas. In addition, no radio or television antenna or guy wires shall be installed on any portion of any lot forward of the front set-back line of the prospective dwelling.
4. SIZE OF DWELLINGS AND GARAGES: No single-family dwelling shall be permitted on any lot in Blocks 3, 4 and 5, Mesa Park, Phase I which has less than one thousand, two hundred fifty (1,250) square feet of living area, exclusive of porches and garages. Each single-family dwelling shall have an attached, covered vehicle parking space of not less than four hundred (400) square feet, except that separate garages, not to exceed six hundred (600) square feet, will be permitted, provided that such structure is attached to the dwelling by a common outer wall or covered passageway and the outer walls of said structure are the same construction as the dwelling.
5. ARCHITECTURAL CONTROL: For the purpose of insuring the development of the subdivision as a residential area of high standards, an architectural committee, composed of Dianne M. Lambert and Stewart B. Lambert, reserves the right to regulate and control the dwellings or structures or other improvements placed on each lot. No dwelling, wall, fence or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved, in writing, by the Architectural Committee or by an appointee of the architectural committee. Refusal of approval of the plans and specifications by the architectural committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the architectural committee seem sufficient. No alterations in the exterior appearance of any dwelling or structure shall be made without like approval. Written acceptance or refusal of the plans and specifications shall be forwarded to the applicant within 15 days of submission. Refusals shall be accompanied by written report outlining needed actions for approval. Failure of the architectural committee to act within 15 days on an application shall constitute an automatic approval of plans and specifications.

6. CONSTRUCTION AND MATERIALS: All dwellings and garages shall be of standard, or better, construction. Exterior finished materials shall be of high quality low maintenance materials. Minimum standards for exterior materials shall be based on the following table of materials and their numerical values. A total numerical rating of six (6) or more for walls and roofing will be required for review by the Architectural Committee.

\*WALLS

100% Masonry-----	5 points
50% Masonry & Wood -----	4 points
50% Stucco, or more, & Wood -----	3 points
Solid Wood Siding-----	2 points
Patterned Plywood Siding -----	1 point

\*ROOFS

Metal (Standing or batten seam only)-----	5 points
Clay or Concrete Tile -----	4 points
Wood Shingles or Shakes-----	3 points
Rustic Composition Shingles-----	2 points
Composition Shingles or Built-Up-----	1 point

\* Other materials may be submitted to the Architectural Committee for consideration. The Committee reserves the right to add new materials to the list, delete existing materials from the list, and re-designate values on the list as needed to insure equitable material evaluation.

7. REPETITION OF STRUCTURES: No two (2) dwellings with identical floor plans shall be erected in the same block of any one street. No two (2) dwellings with reversed floor plans shall be erected within four hundred eighty (480) feet of each other on the same street. No dwellings with identical exterior shall be erected on any one street.

8. DRIVEWAYS & OFFSTREET PARKING: All driveways shall be constructed of asphaltic concrete, reinforced concrete or paving brick, in accordance with accepted good practice and applicable codes and ordinances. Sufficient paved off-street parking area shall be provided by each dwelling owner to meet his individual parking requirements.

9. SIDEWALKS: Each residence in Blocks 3, 4 & 5 shall have a three-foot (3') wide sidewalk constructed across their entire lot frontage. Sidewalks shall be float finished 2,500# concrete, four-inch (4") thick, reinforced with 6x6, 10/10 welded wire fabric or equal. Sidewalks shall set back three (3') feet from the back of curb continuously. Where trees occur within sidewalk limits, walks shall be routed around trees in an approved manner.

10. PROTECTION OF NATURAL VEGETATION: Dwellings designed for lots containing large trees shall be designed around the trees in-as-far as possible. No trees larger than four (4) inches in diameter shall be removed without prior approval of the Architectural Committee.

11. **TEMPORARY STRUCTURES, MOVE-ON STRUCTURES & GARAGE APARTMENTS:** No tent, shack, mobil home, house trailer, move-on-structures, garage apartments or other outbuildings except as outlined herein shall be placed, erected or permitted to remain on any said lots. Nor shall any structure of any temporary character be used at any time as a residence thereon.

12. **TRAVEL TRAILERS, MOTOR HOMES & BOATS:** No travel trailers, motor homes, or boats shall be parked on any lot except that it may be housed in a garage or carport or screened in a manner acceptable to the Architectural Committee.

13. **ANIMALS:** No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

14. **GENERAL PROVISIONS:** These provisions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in MESA PARK, PHASE I whether by descent, devise, purchase or otherwise and every person by acceptance of title to any lot in this subdivision shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five (25) years from the date this instrument is recorded. Said restrictions, conditions, covenants and uses shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by a vote of three-fourths (3/4) majority of the owners of the lots in MESA PARK, each lot or plot to admit of one (1) vote.

15. **PENALTY PROVISIONS:** If any person or persons shall violate or attempt to violate any of the above restrictions, conditions, covenants and uses, it shall be lawful for any other person or persons owning any of the lots in MESA PARK to prosecute proceedings in law or in equity against the person or persons violating or attempting such violation to prevent him or them from so doing, or to recover damages for such violation. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the endorsement of any such covenants, conditions, restrictions and uses.

Invalidation of any one or part of these conditions, restrictions, covenants and uses by judgment or Court Order shall in no wise affect any of the others which shall remain in full force and effect.

Filed 21 Day of Feb. A.D. 1978  
 EMMIE M. MUENKER 11:45 A.M.  
 Clerk County Court, Kerr County, Texas  
 By Patricia Dye Deputy

Dianne M. Lambert  
 Dianne M. Lambert

3 of 3

THE STATE OF TEXAS

County of KERR

Before me, EMMIE M. MUENKER,

COUNTY CLERK

in and for said County and State,

on this day personally appeared DIANNE M. LAMBERT

known to me to be the person whose name is subscribed to the foregoing certificate, 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 21 day of February A.D. 1978.

EMMIE M. MUENKER, KERR COUNTY CLERK

By: Patricia Dye DEPUTY

Filed for record February 21, 1978 at 11:45 o'clock A.M.  
 Recorded February 23rd, 1978  
 EMMIE M. MUENKER, Clerk

By Patricia Dye Deputy

RECORD Real Property  
VOL 834 PG 278

RECORDING DATE

JAN 29 1996



*Patricia Dye*

COUNTY CLERK, KERR COUNTY

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.  
THE STATE OF TEXAS  
COUNTY OF KERR

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JAN 29 1996



*Patricia Dye*

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE  
AT TIME OF RECORDATION INSTRUMENT FOUND  
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FILED FOR RECORD  
at 3:52 o'clock P M

JAN 29 1996

PATRICIA DYE

Clerk County Court, Kerr County, Texas  
*Lisa Hudson* Deputy



Return to: ✓  
Frank Nagle  
Attorney at Law  
501 Earl Garrett  
Kerrville, TX 78028

900 51

**MESA PARK SUBDIVISION**  
KERRVILLE.....TEXAS

## RESTRICTIONS AND LAND COVENANTS

FOR

MESA PARK SUBDIVISION - PHASE I - KERRVILLE, TEXAS

That Frank T. Nagle, Tte., Owner of all the lots in MESA PAR, Phase I, a Subdivision in Kerr County, Texas, as shown by plat thereof recorded in Volume 4, Page 76 of the Plat Records of Kerr County, does hereby impress all of the property included in said subdivision with the following restrictions, covenants, conditions and uses.

1. DESIGNATION OF USE: All lots shall be limited to the uses as outlined in the Zoning Ordinance No. 73-20, City of Kerrville, Texas. In addition, no trade, profession, business or commercial activity of any kind shall be carried on, within or on any lots in Blocks 3, 4 & 5, Mesa Park, Phase I, nor shall anything be done thereon which may create or become an annoyance or a nuisance to the neighborhood.

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5. ARCHITECTURAL CONTROL: For the purpose of insuring the development of the subdivision as a residential area of high standards, an architectural committee, composed of Dianne M. Lambert and/or assigns reserves the right to regulate and control the dwellings or structures or other improvements placed on each lot. No dwelling, wall, fence or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved, in writing, by the Architectural Committee or by an appointee of the architectural committee. Refusal of approval of the plans and specifications by the architectural committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the architectural committee seem sufficient. No alterations in the exterior appearance of any dwelling or structure shall be made without like approval. Written acceptance or refusal of the plans and specifications shall be forwarded to the

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Invalidation of any one or part of these conditions, restrictions, covenants and uses by judgment or Court Order shall in no wise affect any of the others which shall remain in full force and effect.

These restrictions and land covenants were filed February 21, 1978 and entered into Vol. 205, Page 357 of the Kerr County Records.

STATE OF TEXAS  
COUNTY OF KERR

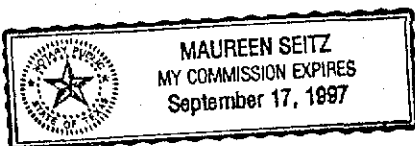
Frank T. Nagle

This instrument was acknowledged before me on this 29th day of January, 1996, by FRANK T. NAGLE.

Maureen Seitz

Notary Public, State of Texas

Page Three of Three Pages



Dated this 25<sup>th</sup> day of March, 1977.

*Dianne Moller Lambert, Owner*

secret way, and under signed authority, on that day appeared Diana Miller Lambert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the capacity and for the purposes and considerations therein expressed, on this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

D. N. VOEGHEL, Notary Public  
In and For Kerr County, Texas.



I hereby certify that I made an actual and accurate survey of the ground of the property indicated hereon, and that this plan is an accurate, true and correct representation of the property as determined by said survey and that all lot corners are marked with 1/2" iron stakes.

Dated this 27th day of February, 1977.

Registered Professional Engineer  
Registered Public Surveyor

I hereby certify that the Subdivision Plat known herein has been found to comply with the Subdivision Ordinance of the City of Keweenaw, Texas, with the exception of such variances, if any as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Plat Register of Keweenaw County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 1977.

**L. G. Neely, Chairman**  
**City of Kerville Planning Commission**

Approved by the Commissioners "Enure" to Kerr County, Texas on the 25<sup>th</sup> day of April, 1917, by Order No. 12924 of said Court.

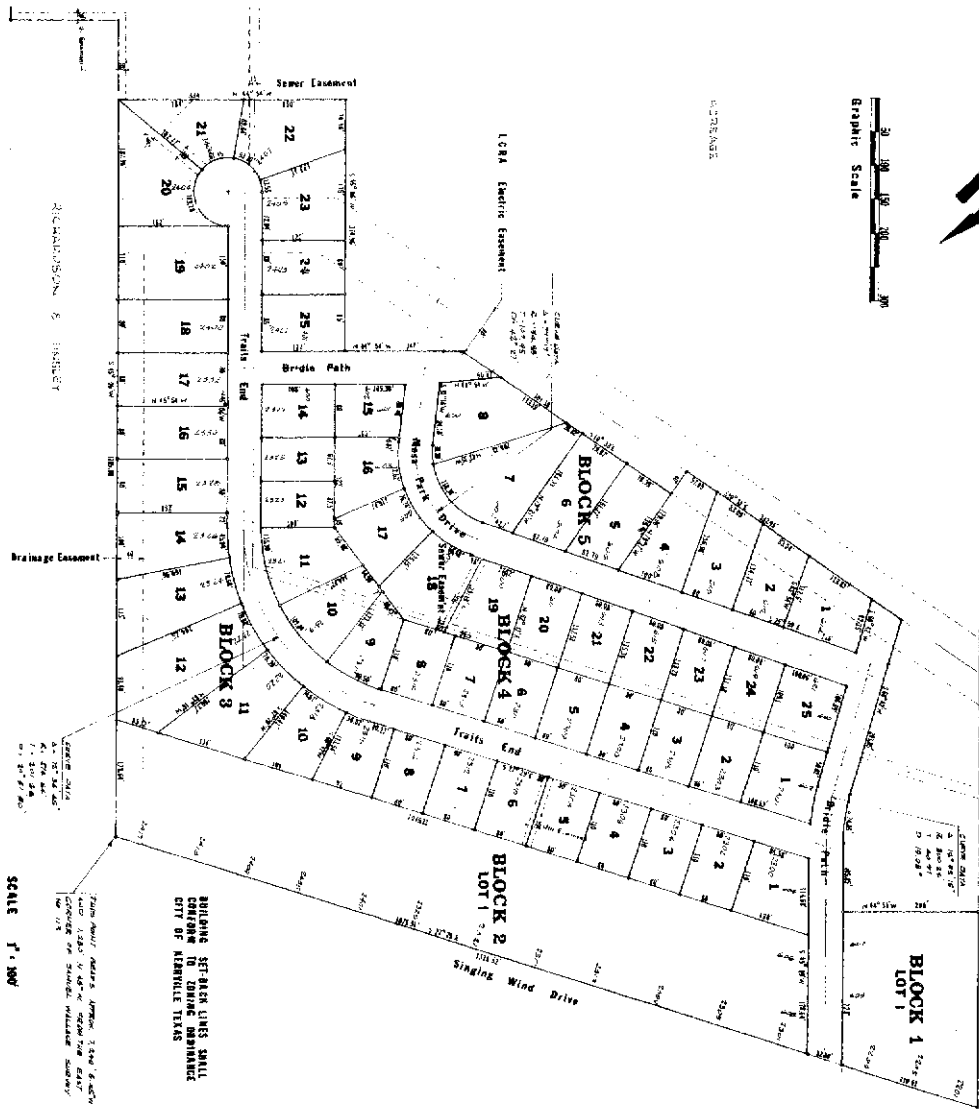
at 2:10 o'clock P. M. in Volume 9 at Page 76 of the Plat Book of Kerr County, Texas.

Ernest M. Muenster, County Clerk  
Furber County, Texas

## MEADON VESV ADDITION

**MESA PARK  
SUBDIVISION PHASE - I**

BEING A SUBDIVISION OF 26.78 ACRES OF LAND OUT OF  
WILLAGE SURVEY 113, ABSTRACT 347  
IN THE CITY OF MERRVILLE, COUNTY OF KERN, STATE OF TEXAS



SCALE 1: 180 31735