

## **OAK Hill Ph 2 Restrictions**

Volume 6, Page 263, Plat Records of Kerr County, Texas; Volume 836, Page 413, 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.

### **Other Exceptions**

- Easement dated May 21, 1959 to L.C.R.A., recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
- Easement as per plat recorded in Volume 3, Page 132, Plat Records of Kerr County, Texas. (AS PER LOT 6, BLOCK 2 ONLY)
- Easement as per plats recorded in Volume 5, Page 135 and Volume 5, Page 144, Plat Records of Kerr County, Texas. (AS PER LOT 1, BLOCK 1 AND LOT 1, BLOCK 2 ONLY)
- Easement dated July 1, 1992 to ENSERCH Corporation, recorded in Volume 665, Page 168, Real Property Records of Kerr County, Texas. (AS PER LOT 1, BLOCK 1 AND LOT 1, BLOCK 2 ONLY)
- Easements as per the plat recorded in Volume 6, Page 263, Plat Records of Kerr County, Texas.
- Easements as per the Restrictions recorded in Volume 836, Page 413, Real Property 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)



# GENERAL NOTES

All lots platted hereon, with the exception of Lot No. 6 in Block 1 and Lots No. 9 & No. 10 in Block 2, are to be "Zero-lot line" construction, with the "zero-lot line" shown with \*.

This property is currently zoned "R-3".

The land platted hereon is located in Zone "C" as shown on Flood Insurance Rate Map No. 480420 0005D, dated January 19, 1982.

All of the lot corners, angles in lot lines, and angles in street right-of-way lines are marked with 4" iron stakes, set, unless shown otherwise.

There shall be a four (4) ft. wide drainage and maintenance easement along each lot that abuts a zero lot line home.

Eight (8) ft. wide public utility easements, labeled hereon as P.U.E., are automatically abandoned and released when the two adjacent lots are owned by the same person and used as one building lot, except the easement on Lot No. 10, which will not be abandoned.

LOT	CENTRAL ANGLE	RADIUS	CURVE DATA	LONG CHORD
8A	49°59'41"	20.00	17.45'	N.49°26'07"E., 16.90'
8B	32°17'30"	50.00	28.18'	N.58°17'13"E., 27.81'
9	51°55'44"	50.00	45.32'	N.16°10'36"E., 43.78'
10	41°24'57"	50.00	36.14'	N.30°29'44"W., 35.36'
11A	43°03'24"	50.00	37.57'	N.72°43'55"W., 36.70'
11B	49°59'41"	20.00	17.45'	N.69°15'47"W., 16.90'
14	51°17'47"	50.00	44.77'	N.09°54'50"W., 43.28'

Ref: 43.3 Acres  
 BML Properties to Jack Moore Enterprises, Inc.  
 February 29, 1988; Volume 462, Page 255

Unplatted Acreage



of Credit in the amount  
 left with the City of  
 ion of all required

DATE: 9/13, 1995

of September, 1995

at 12:40 O'Clock A.M.

ords of Kerr County, Texas.

I hereby certify that this subdivision plat 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 minutes of  
 the City Planning Commission and that it has been approved for  
 recording in the Office of the County Clerk

Dated this 26<sup>th</sup> day of September, 1995

*M. McLaughlin*  
 Maurice McLaughlin, Chairman  
 Kerrville Planning and Zoning Commission

I hereby certify that the subdivision plat herein made, with  
 approval by the Post Office regarding street names, and addresses  
 by the City of Kerrville Planning Department.

Dated this 13<sup>th</sup> day of September, 1995

*Robert O. Hanson*  
 Robert O. Hanson  
 Postmaster

I hereby certify that this plat is an accurate representation of the  
 survey made on the ground under the authority of a survey  
 made on the ground under the authority of a survey  
 that all property corners are as shown. (Rearranging land - record  
 being)

Dated this 13<sup>th</sup> day of September, 1995

*D.R. Voelkel*  
 D.R. Voelkel  
 Registered Professional Engineer No. 8359  
 Registered Professional Land Surveyor No. 443

AS PLATTED  
 VOLUME 5 PAGE 144  
 ATTACHED VOLUME 5 PAGE 144

**OAK HILLS PHASE TWO**  
 COMPRISING 3.70 ACRES OF LAND, MORE OR LESS, OUT  
 OF FLORENTINE LARA SURVEY NO. 123, ABSTRACT NO.  
 225, IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS;  
 BEING A REPLAT OF PART OF LOT NO. 1 IN BLOCK NO. 3  
 OF OAK HILLS SUBDIVISION, THE PLAT OF WHICH IS  
 RECORDED IN VOLUME 5 AT PAGE 135 OF THE PLAT  
 RECORDS OF KERR COUNTY, TEXAS  
 AUGUST 1995

Revised AUGUST 5, 1995

**VOELKEL ENGINEERING & SURVEYING**  
 201 EAST STREET KERRVILLE TEXAS 78601-2001

DATE: Aug. 11, 95  
 JOB NO: V-2823

STATE OF TEXAS  
 COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally  
 appeared \_\_\_\_\_, 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, and in his capacity herein stated.

GIVEN under my hand and seal of office  
 this 13<sup>th</sup> day of September, 1995

*D.R. Voelkel*  
 D.R. Voelkel  
 Notary Public for the State of Texas

COM. EX. 1207 DEL.  
 KERR COUNTY, TEXAS  
 EXPIRES SEPT. 26, 1997

RESTRICTIONS FOR OAK HILLS SUBDIVISION, PHASE TWO

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

That I, Fred A. Brownson, being the General Partner of Coronado Apartments, Ltd., 1107 Junction Highway, Kerrville, TX 78028, the owner of the hereinafter described property, do hereby make and publish the following limitations and restrictions which are to apply to and become a part of all contracts of sale, deeds or other legal instruments whereby title or possession is divested out of the present ownership and invested in other person or persons, to any and all lots and blocks described as follows:

Lots One (1) through Six (6), Block One (1), and Lots One (1) through Thirteen (13), Block Two (2), OAK HILLS PHASE TWO SUBDIVISION, Kerr County, Texas, an addition to the City of Kerrville, Kerr County, Texas according to the map thereof recorded in Volume 6, Page 263, of the Plat Records of Kerr County, Texas.

to all of which the undersigned do hereby bind themselves as the sole owner of said lots.

I.

FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants hereinafter contained in their entirety shall apply to all above described lots in OAK HILLS PHASE TWO SUBDIVISION, Kerrville, Kerr County, Texas. For convenience, the lots in said subdivision will be designated "Lot" in the singular and "Lots" in the plural, the Oak Hills Phase Two Subdivision will be designated "The Subdivision" and Coronado Apartments, Ltd. will be designated as "the Owner".

LAND USE AND BUILDING TYPE

1. No mobile home, double wide, modular home, or the like shall ever be located on said land. In addition, no travel trailer, camper, tent or any other structure shall ever be occupied as living quarters, nor located permanently on the land.
2. No lot shall be used for any purpose other than a single family residence. No manufacturing, industrial, commercial or warehousing use shall ever be permitted. No building shall be created, altered, placed or allowed to remain on any lot other than one detached, single family residence and a private garage for not less than two (2) cars.
3. The Owner reserves the right to place a construction office and storage trailer on Lot 1, Block 1 until such time as all construction of homes in this Subdivision by the developer is complete or the lot is sold, whichever comes first. After the trailers are removed, the developer reserves the right to utilize the garage of any unsold house of his construction for an office for sales, construction, and administration purposes until all properties are sold.
4. Each home shall have a minimum of 1,350 square feet of air conditioned (living) space.
5. Each home shall be built with a minimum of 51% stone or brick masonry veneer and shall be of new construction. Masonry area shall be calculated without deduction for windows, doors or gable areas.
6. Each home shall have a prefinished metal panel or composition shingle roof. No wood shingles will be allowed.
7. No noxious or offensive activity shall be carried out on any lot.
8. No structure of a temporary nature, trailer, tent, shack,

garage, barn, or other out buildings shall be placed on any lot.

9. No animals, livestock, or poultry of any kind shall be raised, bred or maintained for any commercial purpose. No swine shall be permitted under any conditions.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in covered, sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No trailer, camper, boat, or automobile will be parked in the street for longer than three days.

12. No exposed or exterior radio or television transmitting or receiving antennas shall be erected, placed or maintained on any part of a lot or house. Notwithstanding the above, one dish type antenna not to exceed 24" in diameter shall be permitted per house so long as it is mounted in a location not visible from Oak Hills Drive.

13. Each home, fence and plantings shall adhere to the setbacks shown on the subdivision plat and the requirements of the City. No fence, wall or hedgerow shall be placed, built or maintained forward of the front wall of the home.

14. Front yards shall be covered with grass or landscape gravel. Each homeowner shall be responsible for his own landscape maintenance.

15. A group of mailboxes will be placed on the east side of Oak Hills Drive near the entrance to Section Two. Individual boxes will be assigned by the U. S. Postal Service to each homeowner.

## II.

### SPECIAL CONDITIONS

1. No two dwellings shall share a common wall.

2. Lot 1, Block 1 and Lot 1, Block 2 include 20' wide public utility easements. These easements must be kept open for maintenance access by the utility companies. No permanent structures, fences or hedgerows shall be placed or maintained in these easements which would restrict that access.

3. Each lot owner shall have a 4' wide easement adjacent to the zero lot line side of his home and right of Ingress and Egress over the easement area for the purpose of constructing, reconstructing, maintaining and repairing the dwelling on his lot. Such easement and right of egress shall be exercised in a reasonable manner and, where applicable, upon reasonable notice to the adjacent lot owner whose easement area is utilized for such construction, maintenance and repair.

4. Each lot owner shall be entitled to use the maintenance easement located on his lot and adjacent to his neighbor's zero lot line to construct and maintain a private patio or courtyard or to plant and maintain vines, flowers, shrubs, or for other decorative purposes, but such use shall not in any way damage or otherwise impair the integrity of or access to that dwelling's wall. Irrespective of the foregoing, each lot owner shall maintain the right to enter this easement to construct, reconstruct or maintain the dwelling on his lot.

5. The zero lot line wall of each dwelling on a zero lot line lot shall be full height brick or masonry veneer without windows, casements or other openings.

## III.

### GENERAL PROVISIONS

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a

period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity by any lot owner against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. It shall never be necessary to prove irreparable injury for enforcement of these restrictions. Any person held in violation of these restrictions shall also pay to the enforcer those attorney's fees and expenses reasonably and necessarily expended for the enforcement hereof.

**SEVERABILITY:** Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SIGNED this 9th day of February, 1996.

CORONADO APARTMENTS, LTD.

BY: Fred O. Brownson  
Fred O. Brownson, General Partner

THE STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledged before me this 9th day of February, 1996 by Fred O. Brownson.

Phyllis Martin  
Notary Public, State of Texas

My Commission Expires:

Stamped:  PHYLIS MARTIN  
NOTARY PUBLIC  
State of Texas Notary  
Comm. Exp. 07-31-98

FILED FOR RECORD  
FEB 12 1996

PATRICIA DYE  
County Clerk, Kerr County, Texas

Filed by & Return to:  
Dick Watson  
P.O. Box 64  
Hunt, TX 78024

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AT TIME OF RECORDATION INSTRUMENT FOUND  
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RECORD Real Property  
VOL. 836 PG 413

RECORDING DATE

FEB 12 1996

Producers have been advised that the sale, transfer or use of the described property  
is subject to the terms and conditions of the instrument recorded in the Public Records  
of the State of Texas.  
COUNTY OF KERR  
I hereby certify that this instrument was FILED for Public Records in the  
Public Records of the State of Texas by me or under my authority in the  
Official Public Records of Real Property of Kerr County, Texas on

FEB 12 1996



Patricia Dye  
COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye  
COUNTY CLERK, KERR COUNTY