

WEST CREEK HILLS ONE RESTRICTIONS

Volume 168, Page 126, 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

- Right of Way Easement dated July 30, 1963, to State of Texas, recorded in Volume 3, Page 370, Easement Records of Kerr County, Texas.
- Channel Easement dated July 30, 1963, to State of Texas, recorded in Volume 3, Page 374, Easement Records of Kerr County, Texas.
- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Felix R. Real aka Felix Real and Felix R. Real, Sr. and wife, Esther R. Real aka Ester Real to Felix R. Real, Jr. and wife, Lillian Stieler Real, dated February 3, 1964, recorded in Volume 117, Page 414, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 168, Page 126, Deed Records of Kerr County, Texas.
- {PR,"Insert the type of royalty interest (ex: non-participating)",ST1,1} royalty interest, reserved by Grantor as described in instrument from {PR,"insert grantor for min reservation",ST1,6} to {PR,"insert grantee for min reservation",ST1,6}, dated {PR,"insert date of min reservation",DT2,6}, recorded in Volume {PR,"insert volume for min reservation",IN1,6}, Page {PR,"insert page for min reservation",IN1,6}, {PR,"insert record type for min reservation",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

RESTRICTIONS AND PROTECTIVE COVENANTS

VOL 168 PAGE 126

THE STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That Kerr Country Land, Inc., a Texas Corporation, owner of the Subdivision known as West Creek Hills ^(hereinafter called "Developer") has dedicated to such Subdivision all the lots, tracts and parcels of land as shown on that certain plat recorded in Vol. 3 page 150 of the Map and Plat Records of Kerr County, Texas, ^{and} does hereby impress all of the property included in such Subdivision with the following restrictions and covenants:

1. These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any Tract, or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing restrictions, covenants and conditions. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term for successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) percent of the Tracts as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas. A copy of any change or amendment to these restrictions or covenants and conditions shall be forwarded by prepaid mail to all owners by the Developer. Failure to furnish said copy shall not affect the validity of such change or amendment.
2. The following words shall have the following meanings in construing the restrictions, covenants and conditions:
 - 2.1 "West Creek Hills" shall mean and refer to that subdivision of Kerr County, Texas, recorded in the Deed Records of Kerr County, Texas, and designated according to the original plat.
 - 2.2 "Purchaser" shall mean and refer to the person or persons, entity or entities who have entered into a contract for deed for a tract of land with the Developer as an original party or as a successor or assign or who owns of record fee simple title to a tract.
 - 2.3 "Residence" shall mean and refer to a permanent structure erected on a tract for use as a single family dwelling.
 - 2.4 "Building Board" shall mean and refer to the West Creek Hills Building Board composed of G. E. Lehmann and Gordon H. Monroe, their successors, heirs, executors and assigns, or designees in writing, who shall review the plans of construction prior to the construction or erection of any building, residential or outbuilding and shall determine whether such specifications and plans are not in violation of any of these restrictions, covenants or conditions.
 - 2.5 "Tract" shall mean and refer to the lot, acreage or parcel of land conveyed or contracted for by the purchaser, his executor, beneficiaries or assigns.

3. None of said Tracts, or the improvements erected thereon, shall be used for any purpose other than a private single family residence with the usual and customary accessory buildings, such as, but not limited to, garage, guest cottage and servants' quarters. No Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.
4. There is hereby established a Building Board which shall determine if the plans and specifications for any structure on any Tract meet the requirements of these restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Building Board shall establish. No construction may begin until a plan or plans and specifications have been approved by the Building Board. Plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure and notes and/or specifications that describe the materials to be used on the exteriors.
5. All buildings and structures on each Tract shall be architecturally acceptable by the Building Board. No unpainted sheet metal or fiberglass structures shall be placed on any of said Tracts for use as an accessory building. No tent, or substandard structure of any character may be placed, constructed or maintained on any of said Tracts, nor shall any trailer or any structure of a temporary character be used as a residence thereon. Storage of travel trailers is permissible provided it is not in a condition or location to adversely affect the value of the adjoining property.
6. Unless the prior written consent of Developer is obtained, not more than one primary residence shall be constructed on any five acres of the land herein contracted for or conveyed, and no residence shall be constructed thereon which contains less than 1,600 square feet of living area nor which is less than fifty per cent (50%) masonry construction unless it first has been approved by said Building Board. The minimum depth of building setback lines from the roads fronting the tracts in West Creek Hills shall be not less than fifty (50) feet and not less than twenty-five (25) feet from side tract lines. There can be no variations from this No. 6 paragraph unless permission is granted in writing by the said West Creek Hills Building Board prior to any such construction.
7. Commercial Production of Livestock and horses shall not be permitted. Limited personal livestock will be restrained by fence enclosures. No swine shall be permitted. Suitable livestock barns and pens may be constructed with approval of plans by Building Board. Hunting will be limited to the owner and his immediate family. Personal safety and preservation of wild life is a concern of the Developer. Complete cooperation with neighboring Tract owners to insure safety is considered mandatory. HUNTING BY OTHER PARTIES AND SUB-LEASING FOR HUNTING IS SPECIFICALLY FORBIDDEN. No hunting of any nature will be allowed on any contiguous holding of less than 20 acres.
8. No water from West Creek, the stream of water or any stream of water located on West Creek Hills properties shall be removed for domestic, stock raising, irrigation or any other purpose.

9. No outside toilets will be permitted and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Building Board and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.
10. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. The Building Board shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.
11. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.
12. No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without consent of the Developer.
13. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Building Board to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or affect the validity or enforceability of such term or provision.
14. The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.
15. The right is expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions, but such right shall be without prejudice to the rights of enforcement prescribed in the paragraph 14 above.
16. Violation of any restriction or condition or breach of any covenant herein contained shall give the Building Board or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
17. Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the

maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any owners side and rear property lines in case of fractional tracts.

The above restrictions, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies shall be cumulative/by said/Building Board or any person who owns any tract or parcel of land situated in the said West Creek Hills. Invalidation of any one or any part of these restrictions by judgement or court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

Witness the execution hereof on this the 14th day of September 1973.

KERR COUNTRY LAND, INC.

By *G. E. Lehmann*
President

Attest:

Bertha Malochleb
Secretary

FILED FOR RECORD

at 4:22 o'clock P.M.

NOV 1 1973

Emmie M. Muenker
Clerk County Court, Kerr County, Texas

Emmie M. Muenker

STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this the 14th day of September, 1973, personally appeared G. E. LEHMANN and BERTHA MALOCHLEB, who being by me duly sworn, declared that they are President and Secretary, respectively, of the above corporation, that they signed the foregoing document as such officers of said corporation, and for the purposes therein expressed.

Given under my hand and seal of office, this 14th day of

September A.D. 1973.

Dick Thorne
Notary Public in and for
Kerr County, Texas

Filed for record November 1, 1973 at 4:22 o'clock P.M.

Recorded November 6, 1973
EMMIE M. MUENKER, Clerk

By *Melinda Ahrens* Deputy