
Item: **FOREST WEST SECTION THREE**

(Category: RESTRICTIONS)

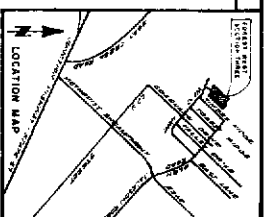
Volume 211, Page 161 (as per Lots 2 & 3, Block 7 and Lot 7, Block 5 only) and Volume 238, Page 55, Deed Records of Kerr County, Texas; Volume 4, Page 136, Plat Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL 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.

Item: **FOREST WEST SECTION THREE**

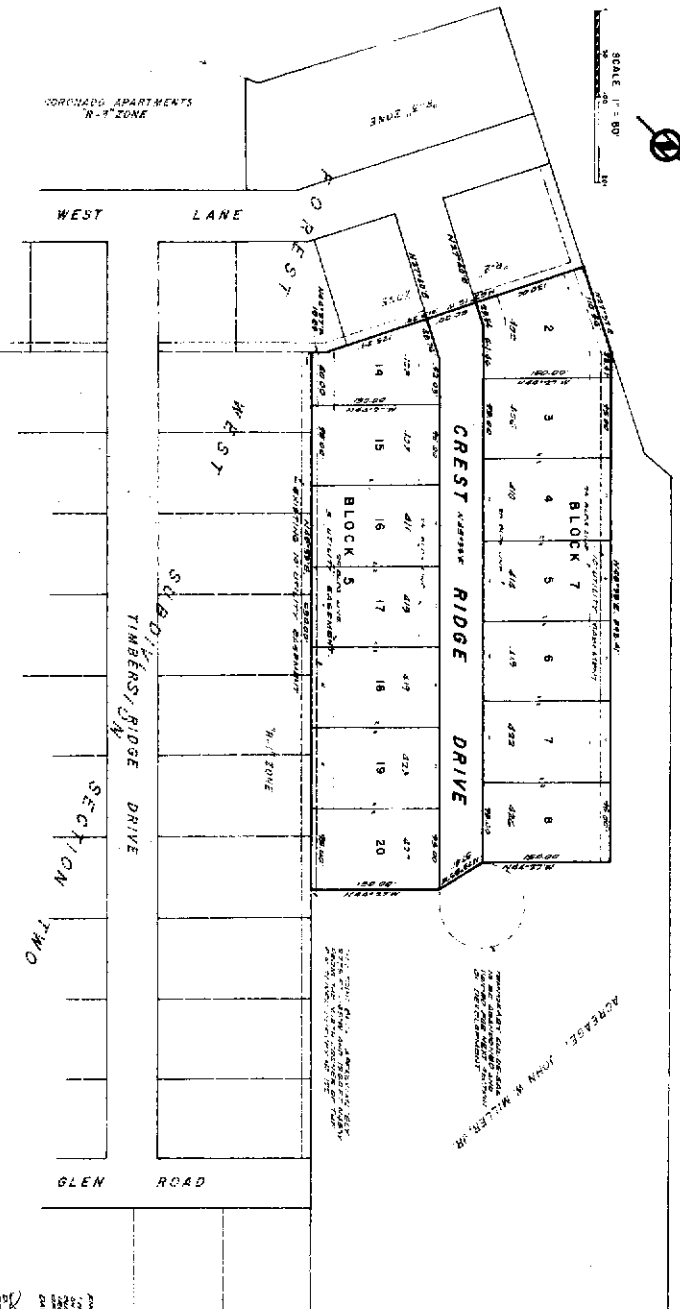
(Category: Subdivisions)

- uuuu. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 211, Page 161, Deed Records of Kerr County, Texas. (As per Lots 2 & 3, Block 7 and Lot 17, Block 5 only)
- vvvv. Easements and Building Set Back Lines as per the plat recorded in Volume 4, Page 136, Plat Records of Kerr County, Texas.
- www. Building Set Back Lines as per the Restrictions recorded in Volume 238, Page 55, Deed Records of Kerr County, Texas.
- xxxx. Any visible and/or apparent roadways or easements over or across the subject property.
- yyyy. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

3/157
~~10/275~~ added
John Miller had already platted
Section Three in September 78 before
Wenzels gave 10/275;



SCALE 1" = 80'



ACKNOWLEDGMENTS

[illegible]

A SUBDIVISION COMPRISING 5.32 ACRES OF LAND
OUT OF FLORENTINE LARA SURVEY NO. 123,
ABSTRACT NO. 225, IN THE CITY OF KERRVILLE,
KERR COUNTY, TEXAS.

OWNER: JOHN W. MILLER, JR.
KERRVILLE, TEXAS

ENGINEER: D. R. VOELKEL

APRIL 1978

784736

WARRANTY DEED

VOL 211 PAGE 161

THE STATE OF TEXAS

§

COUNTY OF KERR

§

KNOW ALL MEN BY THESE PRESENTS:

That I, JOHN W. MILLER, JR., of the County of Kerr, State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by WILLIAM E. MILLER, JR., hereinafter referred to as Grantee, the receipt of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, does or shall exist, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY, unto the above named Grantee, all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and more particularly described as follows, to-wit:

Three (3) tracts of land more particularly described in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes.

This conveyance is made and accepted subject to all of the applicable Forest West Section Three restrictions, covenants and conditions all as fully shown in Exhibit "B" attached hereto, incorporated herein and made a part hereof for all purposes.

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way and easements, if any, affecting the above described property that are valid, existing and properly of record and/or on the ground.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named Grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the above named Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The wife of John W. Miller, Jr. is not joined herein because no part of the hereinabove described property constitutes any part of the homestead, business or residential property of John W. Miller, Jr.

WITNESS my hand at Kerrville, Texas, this the 10th day of July, 1978.

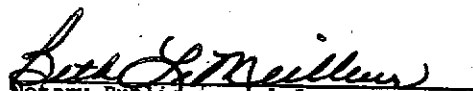

JOHN W. MILLER, JR.

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared John W. Miller, Jr., 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, this the 10th day of July, 1978.


Notary Public in and for
Kerr County, Texas

BETH LEMEILLEUR
NOTARY PUBLIC
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 3-8-80



TRACT 1:

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Being all of a certain lot, tract or parcel of land designated as Lot No. 2 in Block No. 7 on the plat for proposed Forest West Subdivision Section Three, in the City of Kerrville, Kerr County, Texas out of Florentine Lara Survey No. 123, Abstract No. 225; part of a certain 25.755 acre tract of land conveyed to John W. Miller, Jr. from Casas Montanas, Inc., by a deed dated the 18th day of June, 1976 and recorded in Volume 190 at Page 305 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set for the north corner of the herein described tract in the northwest line of said Forest West Subdivision Section Three, the west corner of Lot No. 3, which point bears, approximately, 3374 ft. S.45°W. and 1610 ft. N.45°W. from the north corner of P. R. Oliver Survey No. 122, Abstract No. 265;

THENCE, along the common line between said Lot No. 3 and the herein described tract, S.44°27'E., 150.00 ft. to a 1/2" iron stake set for the east corner of the herein described tract, the south corner of said Lot No. 3 in the southeast line of said Block No. 7 and the northwest right-of-way line of Crest Ridge Drive, a proposed public street;

THENCE, along the southeast line of said Block No. 7 and the northwest line of said Crest Ridge Drive: S.45°33'W., 64.46 ft. to a 1/2" iron stake for an interior corner; and S.27°40'W., 25.54 ft. to a 1/2" iron stake for the south corner of the herein described tract, the east corner of Lot No. 1 in Block No. 7 of Forest West Subdivision Section Two;

THENCE, N.62°20'W., 130.00 ft. along the northeast line of said Lot No. 1 and Forest West Subdivision Section Two to a 1/2" iron stake for the west corner of the herein described tract, the north corner of said Lot No. 1 and the westerly north corner of said Forest West Subdivision Section Two, in the northwest line of said 25.755 acre Miller tract;

THENCE, along the northwest line of said Forest West Subdivision Section Three: N.27°37'E., 110.56 ft. along the northwest line of said 25.755 acre Miller tract to a 1/2" iron stake for an angle corner; and N.45°33'E., 23.41 ft. to the PLACE OF BEGINNING, containing 0.33 acre of land within these metes and bounds; SAVE AND SUBJECT TO a ten (10) ft. wide public utility easement southeast of and abutting the full length of the northwest line of the hereinabove described tract.

Surveyed on the ground by and field notes written by D. R. Voelkel, Registered Professional Engineer No. 8889, Registered Public Surveyor No. 443, June 28, 1978.

TRACT 2:

Being all of a certain lot, tract or parcel of land designated as Lot No. 3 in Block No. 7 on the plat for proposed Forest West Subdivision Section Three, in the City of Kerrville, Kerr County, Texas; out of Florentine Lara Survey No. 123, Abstract No. 225; part of a certain 25.755 acre tract of land conveyed to John W. Miller, Jr. from Casas Montanas, Inc., by a deed dated the 18th day of June, 1976 and recorded in Volume 190 at Page 305 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set for the north corner of the herein described tract, the west corner of Lot No. 4, in the northwest line of said Forest West Subdivision Section Three, which point bears, approximately, 3279 ft. S.45°W. and 1610 ft. N.45°W. from the north corner of P. R. Oliver Survey No. 122, Abstract No. 265;

THENCE, along the common line between said Lot No. 4 and the herein described tract, S.44°27'E., 150.00 ft. to a 1/2" iron stake set for the east corner of the herein described tract, in the southeast line of said Block No. 7 and the northwest right-of-way line of Crest Ridge Drive, a proposed public street;

THENCE, along the southeast line of said Block No. 7 and the northwest right-of-way line of said Crest Ridge Drive, S.45°33'W., 95.00 ft. to a 1/2" iron stake set for the south corner of the herein described tract, the east corner of Lot No. 2;

THENCE, along the common line between said Lot No. 2 and the herein described tract, N.44°27'W., 150.00 ft. to a 1/2" iron stake set for the west corner of the herein described tract, the north corner of said Lot No. 2, in the northwest line of said Forest West Subdivision Section Three;

THENCE, along the northwest line of said Block No. 7, N.45°33'E., 95.00 ft. to the PLACE OF BEGINNING, containing 0.33 acre of land within these metes and bounds; SAVE AND SUBJECT TO a ten (10) ft. wide public utility easement southeast of and abutting the full length of the northwest line of the hereinabove described tract.

Surveyed on the ground by and field notes written by D. R. Voelkel, Registered Professional Engineer No. 8889, Registered Public Surveyor No. 443, June 28, 1978.

TRACT 3:

Being all of a certain lot, tract or parcel of land designated as Lot No. 17 in Block No. 5 on the plat for proposed Forest West Subdivision Section Three, in the City of Kerrville, Kerr County, Texas out of Florentine Lara Survey No. 123, Abstract No. 225; part of a certain 25.755 acre tract of land conveyed to John W. Miller, Jr. from Casas Montanas, Inc., by a deed dated the 18th day of June, 1976 and recorded in Volume 190 at Page 305 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set for the east corner of the herein described tract, the south corner of Lot No. 18, in the common line between Forest West Subdivision Section Two and said Forest West Subdivision Section Three, which point bears, approximately, 3060 ft. S.45°W. and 1260 ft. N.45°W. from the north corner of P. R. Oliver Survey No. 122, Abstract No. 265;

THENCE, along the common line between said Lot No. 18 and the herein described tract, N.44°27'W., 150.00 ft. to a 1/2" iron stake set for the north corner of the herein described tract, the west corner of said Lot No. 18, in the northwest line of said Block No. 5 and the southeast right-of-way line of Crest Ridge Drive, a proposed public street;

THENCE, along the northwest line of said Block No. 5 and the southeast right-of-way line of said Crest Ridge Drive, S.45°33'W., 95.00 ft. to a 1/2" iron stake set for the west corner of the herein described tract, the north corner of Lot No. 16;

EXHIBIT "A"

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THENCE, along the common line between said Lot No. 16 and the herein described tract, S.44°27'E., 150.00 ft. to a 1/2" iron stake set for the south corner of the herein described tract, the east corner of said Lot No. 16, in the common line between said Forest West Subdivision Section Two and Forest West Subdivision Section Three;

THENCE, along the common line between said Forest West Subdivision Section Two and Forest West Subdivision Section Three, N.45°33'E., 95.00 ft. to the PLACE OF BEGINNING, containing 0.33 acre of land within these metes and bounds; SAVE AND SUBJECT TO a five (5) ft. wide public utility easement northeast of and abutting the full length of the southeast line of the hereinabove described tract.

Surveyed on the ground by and field notes written by D. R. Voelkel, Registered Professional Engineer No. 8889, Registered Public Surveyor No. 443, June 28, 1978.

RESTRICTIONS
FOREST WEST, SECTION III
KERR COUNTY, TEXAS

804145

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KERR §

WHEREAS, JOHN W. MILLER, JR., a Texas resident, of the County of Kerr, State of Texas, hereinafter referred to and identified as "Owner", is the owner of the tracts of land in Kerr County, Texas, said tracts of land comprising all of the land which has been subdivided as Forest West, Section III, a subdivision to the City of Kerrville, Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 136, of the Plat Records of Kerr County, Texas; and

WHEREAS, it is deemed to be to the best interest of the above described Owner and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and,

WHEREAS, it is desirable that such restrictions applying to Forest West, Section III, be put of record and include all of the tracts of land in said subdivision,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owner does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on Owner and all persons acquiring title under it until January 1, 1999, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument signed by a majority of the property owners in said subdivision it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owner, or any of his respective heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other

person or persons owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. Land Use: Except as herein noted, no lot shall be used for anything other than residential purposes. The term "residential purposes", as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. The term "residential purposes" means for single family residence purposes. Owner may maintain and operate a sales office on any lot in said subdivision in connection with the development of the subdivision. The exceptions to these restrictions are on Lots 1 and 2, Block 4; Lots 1, 2 and 3, Block 5; and Lot 2, Block 6, which may be used for duplexes. Lot 1, Block 6 may be used for multifamily purposes.

2. Signs: No sign of any kind shall be displayed, erected, or maintained on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale, or signs used by Owner in connection with the development of Forest West, Section II.

3. Animals: No swine, livestock, poultry, or any other animals

of any kind shall be bred, raised, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial or food producing purposes. Pets must be sheltered and the areas where they are kept must be clean at all times.

4. Legal and Noxious Use: No premises or any part thereof shall be used for illegal or immoral purposes. Nothing shall be done upon any premise that may be or become obnoxious to the occupants or owners of any other premises by reason of smoke, odor, noise, fumes, vapors, glare, radiation, vibration or unsightliness.

5. Other Buildings: No house trailer, mobile home, truck body, basement, tent, shack, garage, barn or other building, (other than the main residence), shall at any time be used for dwelling purposes or for any other permanent purpose, nor shall any residence of any temporary character be permitted. Travel trailers, and other small trailers, belonging to individual owners of said property must be stored at the rear of the main residence upon said premises provided they are not used for dwelling purposes. Servants' quarters may be constructed as long as they are not the main dwelling.

6. Temporary Buildings: No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements; and at completion of construction, the temporary building must be removed immediately. No such temporary building shall be used for residential purposes during construction. All buildings constructed upon residential lots shall be completed within a reasonable time.

7. Septic Tanks and Water Supply: No outside toilets, outdoor privies or septic tanks will be permitted, and no private water wells or water supply will be permitted.

8. Direction of Dwelling: All improvements shall be constructed on the lot so as to front upon the street which such lot faces.

9. Maintenance of Lots: No owner of any lot, either vacant or improved shall be permitted to let such lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of twelve (12) inches in height. Lot owners shall keep their property clean at all times.

10. Easements: The use of easements as shown on the recorded plat is granted to the public and to the utility companies as set forth on said plat for the purposes of drainage, sanitary and storm sewer lines, the location of gas, water, electrical, television cable, and telephone lines and conduits, and the maintenance thereof. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. Storage of Materials: Storage of any type or kind of materials or products is prohibited upon all lots except that building materials may be placed or stored upon a lot when the builder is ready to commence improvements and then such materials shall be placed within the property lines of the lot or parcel of land upon which improvements are to be erected, and shall not be placed in the street or between the pavement or property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately,

must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

12. Garbage Cans: No garbage can or refuse container shall be placed or permitted to remain at the front of a dwelling either within the street or upon the lot except upon those days scheduled for garbage and refuse collection by a public agency or a privately contracted collector.

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

14. Building Set Back Lines: No dwelling or outbuilding on a residential lot shall be closer to the front line than forty (40) feet or the building set back line shown upon the plat of said subdivision, whichever may be the greater. Any variances from this must be approved in writing by the Forest West Building Board. On interior lots, no dwelling or outbuilding shall be closer than six (6) feet to a side line. On corner lots, no dwelling or outbuilding shall be closer than fifteen (15) feet or the building set back line shown upon the plat of said subdivision whichever may be the greater, to the street forming the said lot line of the lot. No outbuilding shall be constructed nearer than seventy-five (75) feet from front street. Nothing in these restrictions shall be construed to prohibit the installation of one or more swimming pools with pertinent and necessary equipment and buildings except that the same shall not be constructed nearer than fifty (50) feet from front street.

15. Exterior Material: All dwellings in this subdivision must have not less than sixty percent (60%) of the area of their exterior walls covered with brick, masonry (masonry is not to be construed as including unpainted concrete blocks or common clay tiles), Austin Stone, or similar material, except where the use of wood or glass will pro-

duce an equal or better appearance, which variation shall be at the discretion of the Forest West Building Board and must be approved in writing by said building board prior to construction. No asbestos shingle siding shall be permitted as an exterior siding on any dwelling.

16. Dwelling Size: The floor area of the single family dwellings of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand seven hundred (1700) square feet for all residential dwellings. On lots where duplexes are allowed they must be a minimum of two thousand two hundred (2200) square feet.

17. Roofing Materials: All dwellings in this subdivision shall have a wood shingle or cedar shake roof, except where the use of Mexican tiles, metal or some other form of roofing materials will produce an equal or better appearance, which variation shall be at the discretion of the Forest West Building Board and must be approved in writing by said building board prior to construction. Composition shingles of two hundred forty pound (240#) shall not be permitted on any residential dwelling.

18. Resubdivision: No lot may be subdivided or resubdivided for an additional residence.

19. Prohibition Against Moving in Houses: No dwelling house or other structure shall be moved upon the premises from outside said subdivision, except with the express consent of a majority of the lot owners, each lot to be allowed one vote.

20. Future Remodeling and Reconstruction: All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

21. Forest West Building Board: Prior to the construction or erection of any residential building and all outbuildings in connection therewith, the plans of construction shall first be approved in writing by the Forest West Building Board. Said Forest West Building Board is composed of John W. Miller, Jr., and Brenda Priess, their heirs, executors, successors, and assigns, or designees in writing.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed, this the 4th day of August, 1980.

John W. Miller, Jr.
JOHN W. MILLER, JR.

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN W. MILLER, JR., 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 this the 4th day of August, A. D. 1980.

Beth L. Meilleur
Notary Public in and for
Kerr County, Texas



FILED FOR RECORD
at 3:40 o'clock P.M.

AUG 4 1980
EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By Geraldine Mueker, Deputy

BETH LeMEILLEUR
NOTARY PUBLIC
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 3-8-84

R-

704145

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Forest West Section III

JOHN W. MILLER, JR.

*to
The Public*

RESTRICTIONS

FILED FOR RECORD

at *3:40* o'clock *P.M.*

AUG 4 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By *Bernadine Mueker*, Deputy

RETURN TO:

HARRIS, HARRIS, CHILDERS ✓
& MONROE

A PROFESSIONAL CORPORATION

LAWYERS BUILDING

631 WATER STREET

KERRVILLE, TEXAS 78028

Filed for record August 4, 1980 at 3:40 o'clock P.M.

Recorded August 7, 1980

EMMIE M. MUENKER, Clerk

By *Bernadine Mueker* Deputy