

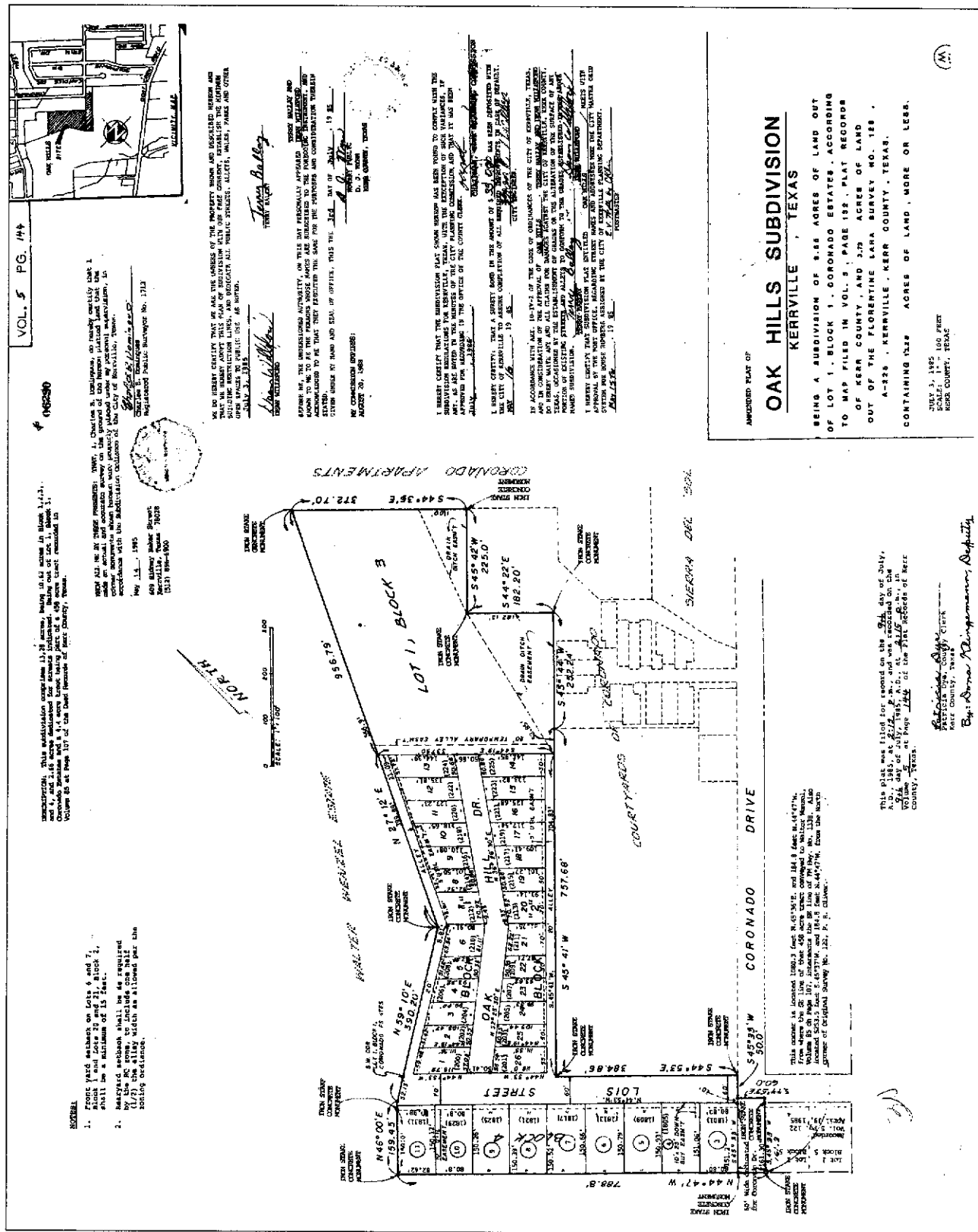
OAK HILLS SUBDIVISION RESTRICTIONS

Volume 5, Page 144, Plat Records of Kerr County, Texas (AS PER LOTS 6,7, BLOCK 1 AND LOTS 20, 21, BLOCK 2 ONLY); Volume 337, Page 288, Real Property Records of Kerr County, Texas (AS PER LOT 1, LOTS 5-13, BLOCK 1, LOTS 14-26, BLOCK 2 ONLY); Volume {PR,"insert volume number of appropriate deed",IN1,1}, Page {PR,"insert page number of appropriate deed",IN1,2}, 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.
- Water Line Easement dated February 3, 1981 to the City of Kerrville, recorded in Volume 12, Page 622, Easement Records of Kerr County, Texas. (AS PER BLOCKS 4 & 5 ONLY)
- Easement dated January 6, 1983 to Kerrville Telephone Company and L.C.R.A., recorded in Volume 16, Page 226, Easement Records of Kerr County, Texas. (AS PER LOTS 3 & 4, BLK. 4 AND LOTS 1 & 2, BLK. 5 ONLY)
- Easements as per the Plat recorded in Volume 5, Page 122, Plat Records of Kerr County, Texas. (AS PER BLOCK 5 ONLY)
- Easements as per the Plats recorded in Volume 5, Page 135 and amended in Volume 5, Page 144, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Plat recorded in Volume 5, Page 144, Plat Records of Kerr County, Texas. (AS PER LOTS 6 & 7, BLOCK 1, AND LOTS 20 & 21, BLOCK 2 ONLY)
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume {PR,"insert appropriate volume number for restrictions",IN1,1}, Page {PR,"insert appropriate page number of restrictions",IN1,2}, Real Property Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 337, Page 288, Real Property Records of Kerr County, Texas. (AS PER LOTS 1 AND 5-13, BLOCK 1 AND LOTS 14-26, BLOCK 2 ONLY)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

Oak Hills



07290

WARRANTY DEED

VOL.337 PAGE 288

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That we, TERRY BALLAY and DEAN A. WILLEFORD, hereinafter referred to as Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by TOMMY WHITLOCK, of 4613 N. 7th, McAllen, Hidalgo County, Texas, 78504, 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 of the following described property lying and being situated in Kerr County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being Lot No. Four (4), Block One (1) of the Oak Hills Subdivision, a subdivision of record in Volume 5, Page 135, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

This conveyance is made and accepted subject to all of the applicable OAK HILLS SUBDIVISION restrictions, covenants and conditions, a copy of which is attached hereto marked Exhibit "A", incorporated herein and made a part hereof by reference for all purposes, and the same shall be binding upon the Grantee, his heirs and assigns and all persons claiming under said Grantee.

This conveyance is made and accepted subject to the following, to-wit:

1. 20 ft. utility easement recorded in Volume 3, Page 132 of the Easement Records of Kerr County, Texas;

2. Taxes for the year 1985 and subsequent years; the taxes for the year 1985 have been prorated to the date hereof;

3. 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.

LDH/mp/06-04-85
DEEDS 3 (B)

VOL. 337 PAGE 289

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

EXECUTED this the 10th day of July, A.D. 1985.

FILED FOR RECORD
at 3:36 o'clock P.M.

AUG 6 1985

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Ann Robertson Deputy

Terry Ballay
TERRY BALLAY

Dean A. Willeford
DEAN A. WILLEFORD

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 6th day of August 1985, by TERRY BALLAY.



Ann Robertson
Notary Public in and for
the State of Texas

My commission expires 3-8-88

Ann Robertson
Stamped or printed name of notary

LDH/mp/06-04-85
DEEDS 3 (8)

VOL. 337 PAGE 290

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 6th day
of August 1985, by DEAN A. WILLEFORD.



Ann Robertson
Notary Public in and for
the State of Texas

My commission expires 3-8-88

Ann Robertson
Stamped or printed name of notary

RESTRICTIONS FOR OAK HILLS SUBDIVISION

THE STATE OF TEXAS

§

VOL. 337 PAGE 291

KNOW ALL MEN BY PRESENTS:

COUNTY OF KERR

§

That we, TERRY BALLAY and DEAN A. WILLEFORD, of 222 Sidney Baker S. Suite 208, Kerrville, Texas, 78028, being 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 owner and invested in other person or persons, to any and all lots and blocks described as follows:

Lots One (1) through Thirteen (13), Block One (1), Lots Fourteen (14) through Twenty-Six (26), Block Two (2), and Lots Three (3) through Eleven (11), Block Four (4), OAK HILLS SUB-DIVISION, Kerr County, Texas, an addition to the City Kerrville, Kerr County, Texas according to the amended map thereof recorded in Volume 5, Page 135, 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 lots above described in OAK HILLS 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 SUBDIVISION, will be designated, "the Subdivision" and TERRY BALLAY and DEAN A. WILLEFORD will be designated as "the Owner".

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not less than two (2) cars.

1. Each dwelling shall have a two-car garage which may not be used for any other purpose, except that prior to the sale or conveyance by BALLAY-WILLEFORD PROPERTIES of all its Lots in the Subdivision, such corporation may utilize any such garage (enclosing if appropriate or necessary) for an office (sales, construction, administration).

2. Each home shall have a rear entry two-car garage which may not be used for any other purpose. No front entry garages will be allowed, except Lots Three (3) through Eleven (11) bordering the south side of Lois Street, Block Four (4).

3. Each home shall have a minimum of 1,350 square feet of air-conditioned space, except on Block Four (4), Lots Three (3) through Eleven (11), each home shall have a minimum of 1,700 square feet of air-conditioned space.

4. Each home shall be built of a minimum of 51% masonry veneer and shall be of new construction.

5. Each home shall have a wood shingle roof, except in Blocks Four (4), Lots Three (3) through Eleven (11) shall have a composition shingle roof or other roof to be approved by the architectural control committee herein described.

6. No noxious or offensive activity shall be carried out on any lot.
7. No structure of a temporary nature, trailer, tent, shack, garage, barn or other out buildings shall be placed on any lot.
8. No animals, livestock, or poultry of any kind shall be raised, bred or maintained for any commercial purpose.
9. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. Each home, fence, and plantings shall adhere to the set-backs shown on the subdivision map and the requirements of the city. In addition, no fence, wall, or hedge shall be built or maintained forward of the front wall.
11. No trailer, camper, boat, or inoperable automobile will be left in the street.
12. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of a Lot.
13. Front yards on each Lot shall be landscaped and covered with grass or other vegetation only.
14. The exterior appearance of any dwelling as it existed at the time of its initial completion shall not be altered, modified or changed as to make such exterior appearance architecturally incompatible or inharmonious with other dwellings then existing within the Subdivision.
15. After initial completion, sidewalks, brick planters and brick mailboxes shall be maintained in their original state insofar as possible. No stone or concrete statues or bird baths shall be maintained or permitted to be maintained on any Lot which can be viewed from traffic on Lois Street or Oak Hill Drive.
16. Front yards shall be covered with grass or other vegetation only. Paving or covering with rocks is not permissible. Vegetation will cover at least seventy (70%) percent of the front yard open space. Each homeowner will be responsible for landscape maintenance.
17. Each home shall have a brick or stone mailbox to be approved by the Architectural Control Committee between seventeen (17) to twenty-five (25) inches wide and twenty-six (26) to thirty (30) inches deep with a total height of fifty-four (54) inches directly next to the curb at the street. The distance from the curb to the bottom of the mail chute should be thirty-eight (38) inches.

II.

SPECIAL CONDITIONS

1. No Two (2) dwellings shall share a common wall.
2. On Lots Two (2) through Twelve (12), Block One (1), and Lots Fourteen (14) through Twenty-Five (25), Block Two (2), no

dwelling shall be located nearer than two (2) feet from the Interior South boundary line of a Lot, the vacant area on each Lot engendered by this restriction being hereinafter designated "the easement area".

3. Each Lot owner shall have an easement and right of Ingress and Egress over the easement area contiguous to such Lot 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 lot owner whose easement area is utilized for such maintenance and repair.

4. Each Lot owner shall have an easement and license to maintain and utilize on the easement area contiguous to his Lot a private patio or courtyard including the construction, reconstruction and maintenance of same; and in connection with such use, shall further have the right to use the north wall of the adjacent dwelling for vines, flowers, shrubs or decorative purposes, but such use shall not in any way damage or otherwise impair the integrity of that dwelling's north wall. Irrespective of the foregoing, each Lot owner shall be entitled to reasonable utilize the easement area on his Lot for the purpose of constructing, reconstructing, maintaining and repairing the dwelling on his Lot.

5. The North wall of each dwelling (to a height of eight (8) feet shall be of brick without windows, casements or other openings (all to the end that the private patio or courtyard of the dwelling immediately to the north may not be viewed from that dwelling).

III.

ARCHITECTURAL CONTROL

No building or fence or other structure shall be erected, placed or altered on any lot in the subdivision until the building and/or fence plans and specifications and a plat showing the location of such building and/or fence shall have been approved in writing as to the quality of workmanship and materials, conformity and harmony of exterior design in the subdivision and as to the location of the building and/or fence with respect to topography and finished ground elevation by TERRY BALLAY and DEAN A. WILLEFORD of Kerrville, Kerr County, Texas, or by a representative or representatives (no more than three in number) which may be designated by TERRY BALLAY and DEAN A. WILLEFORD to comprise an Architectural Committee, said creation of an Architectural Control Committee shall be made (at his option) by TERRY BALLAY and DEAN A. WILLEFORD, his successors, heirs and assigns through a duly recorded written instrument. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve and disapprove such plans, specifications and location and authority to designate a successor committee member or members with like authority. In the event TERRY BALLAY and DEAN A. WILLEFORD and/or said Committee or its designated representative fails to approve or disapprove such plans, specifications and location within thirty (30) days after such plans and specifications have been submitted to it or, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of TERRY BALLAY and DEAN A. WILLEFORD and/or such Committee and of its designated representative and the requirement of this covenant shall cease on and after fifteen (15) years from the date hereof, provided however, that at that time the then record owners of a majority of the lots in the subdivision controlled by these covenants shall have the power, through a duly recorded written instrument, to extend the operation of the Architectural Committee for any additional period of time, and in connection

with such extensions shall have the power to remove any committee member or members and replace them with other members, or to withdraw from the Committee any of its powers and duties. Neither TERRY BALLAY or DEAN A. WILLEFORD or the Architectural Committee shall not be entitled to any compensation for services pursuant to this covenant. No building permit shall be applied for until TERRY BALLAY and DEAN A. WILLEFORD and/or the Architectural Control Committee have signed plans, evidencing their approval thereof.

It is understood and agreed that TERRY BALLAY and DEAN A. WILLEFORD and/or the Architectural Committee does not warrant, and its duties do not include passing upon, the safety or habitability of designs, materials, products, labor, or structures, and by acceptance of a Deed of Property within the subdivision, all owners hereby release TERRY BALLAY and DEAN A. WILLEFORD and/or all members of the Architectural Committee, presently serving or hereafter serving, from any and all liability, expenses, costs, etc., known or unknown, resulting from the exercise of their duties hereunder.

IV.

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 a majority of 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 against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

TERRY BALLAY AND DEAN A.
WILLEFORD

TO

TOMMY WHITLOCK

FILED 6th day of August 1985
KERRVILLE
at 3:36 p.m.
Clerk County Clerk, Bexar County, Texas
Dorothy G. Huston, Deputy

WARRANTY DEED

after recording return to:
Tommy Whitlock
4513 N. 7th
McAllen, Texas 78504

FILED BY KERRVILLE TITLE COMPANY ✓

HARRIS & MONROE, P.C.
BANK OF KERRVILLE TOWER - SUITE 800
322 SIOVEY BAKER SOUTH
KERRVILLE, TEXAS 78028

Filed for record August 6, 1985 at 3:36 o'clock P.M.
Recorded August 12, 1985
PATRICIA DYE, Clerk By Doris J. Henderson Deputy