

Item: **WESTWOOD OAKS (ALL SECTIONS)**

(Category: RESTRICTIONS)

Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, {PR,"insert type of records",ST1,3} Records of Kerr County, Texas; Volume 294, Page 49, Deed Records of Kerr County, Texas (Section One only); Volume 404, Page 728, Real Property Records of Kerr County, Texas (Sections Two and Three only). 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: **WESTWOOD OAKS (ALL SECTIONS)**

(Category: Subdivisions)

- a. Easement to L.C.R.A., dated May 25, 1959, recorded in Volume 3, Page 167, Easement Records of Kerr County, Texas. (As per Lots 14-22, Section One: Lots 1-4, and 45-47, Block 1, Lots 1, 9-11, Block 2, Section Two only)
- b. Easement to J.W. Priour, Jr., T.V. Cable, dated November 16, 1976, recorded in Volume 9, Page 214, Easement Records of Kerr County, Texas.
- c. Easement to Central Texas Electric Cooperative, dated March 7, 1977, recorded in Volume 9, Page 817, Easement Records of Kerr County, Texas.
- d. Easement to Hill Country Telephone Cooperative, Inc., dated October 30, 1981, recorded in Volume 13, Page 381, Easement Records of Kerr County, Texas.
- e. Easements as per the Plat recorded in Volume 5, Page 20, Plat Records of Kerr County, Texas. (SECTION ONE ONLY)
- f. Easements as per the Plat recorded in Volume 5, Page 73, Plat Records of Kerr County, Texas. (SECTION TWO ONLY)
- g. Easements as per the Plat recorded in Volume 5, Page 266, Plat Records of Kerr County, Texas. (SECTION THREE ONLY)
- h. Building Set Back Lines as per the Restrictions recorded in Volume 294, Page 49, Deed Records of Kerr County, Texas, and in Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, {PR,"insert type of records",ST1,3} Records of Kerr County, Texas. (Section One only)
- i. Building Set Back Lines as per the Restrictions recorded in Volume 404, Page 728, Real Property Records of Kerr County, Texas, and in Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, {PR,"insert type of records",ST1,3} Records of Kerr County, Texas. (Sections Two & Three only)
- j. Right Of Way Easement dated August 4, 1986 to Central Texas Electric Cooperative, Inc., recorded in Volume 23, Page 743, Easement Records of Kerr County, Texas. (Section Three only)
- k. Mineral reservation by Grantor, as described in instrument from {PR,"Name of

Grantor",ST1,1} to {PR,"Name of Grantee",ST1,2}, dated {PR,"Date of Instrument",DT2,3}, recorded in Volume {PR,"Number/Letter of Volume",ST1,4}, Page {PR,"Number/Letter of Page",ST1,5}, {PR,"Type of Records",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, express 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.

- l. Sanitary Control Easement as evidenced by instrument dated August 31, 1989, recorded in Volume 521, Page 614, Real Property Records of Kerr County, Texas. (As per Lots 4, 5, 6, 37 & 38, Section One only)
- m. Right Of Way Easement to Central Texas Electric Cooperative, Inc., dated April 22, 1992, recorded in Volume 641, Page 191, Real Property Records of Kerr County, Texas.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VOL 404 PAGE 728

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 5th day of December, 1986, by the undersigned ("Declarant", whether one or more);

W I T N E S S E T H:

Declarant is the owner of the real properties described in Exhibit "A", attached hereto and made a part hereof for all purposes ("Properties") and desires to subject the Properties to the covenants, conditions and restrictions, hereinafter set forth, each and all of which is and are for the benefit of the Properties and each owner thereof and fulfills a general plan of development and preserves the character and natural beauty of the Properties.

NOW, THEREFORE, Declarant declares that the Properties are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I

COVENANTS CONDITIONS AND RESTRICTIONS

The Properties (and each separate Lot or tract situated therein as designated on the plat thereof and herein called "Lot") shall be occupied and used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single family residential purposes, with no more than one (1) single family dwelling or duplex per Lot.

Section 2. Subdivision of Lots. No Lot shall be re-subdivided.

Section 3. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or trash. Garbage or other waste of any nature shall not be kept on any part of the Properties except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and no noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Properties or any portion thereof. The discharge of firearms is forbidden. No outdoor toilet shall be erected, placed or permitted to remain on any Lot. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of the Properties shall be permitted. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be disposed of or burned within the Properties.

Section 4. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to

ANY SIGNATURE HEREIN SHALL CONSTITUTE THE FULL
AND SOLE AGREEMENT OF THE SIGNER

other owners of any part of the Properties. The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune buggies off of established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.

Section 5. Animals. No swine, cattle, sheep, goats, animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance and are maintained in a sanitary and quiet manner. There shall be no more than three (3) dogs per Lot, and all dogs must be kept on a leash or within a fenced area.

Section 6. Abandonment of Vehicle. No automobile, trailer or other vehicle shall be abandoned on the Properties, nor shall there be any dumping or placing of unsightly object of any kind on the Properties.

Section 7. Temporary Residences. No structure of a temporary character, garage, barn, shack or other out building, automobile, bus or tent shall be used at any time as a residence, either temporarily or permanently. Campers or motor homes during weekends or vacation periods are permissible.

Section 8. No Business Use. No Lot shall be used for business purposes of any character nor have any commercial or manufacturing purpose. Lot owners shall not excavate, remove or sell the soil, and shall not cut, sell or remove timber other than necessary for the construction of residential and associated improvements upon the Properties and as may be necessary for the reasonable use, upkeep and maintenance of the Properties.

Section 9. Minimum Building Requirements. Each residence situated on each Lot within the Properties shall contain at least 1,000 square feet living area (total floor area exclusive of porches, breezeways and garages). No used buildings, houses or mobile homes (except as herein provided) shall be moved onto, placed or permitted to remain on the Properties. All buildings must be neat in appearance. Out buildings shall be located to the rear of the residence. Wood exteriors shall be stained or painted. No corrugated iron or metal may be used on exterior walls or roofs of any residence or outbuildings. All roofs must be constructed of standard wood or composition shingles, standing-seam metal or other material approved by the Architectural Control Committee (hereinafter defined) and vehicle tires or other unsightly objects shall not be placed on the roof of any house or outbuilding. Exterior construction of any building or outbuilding must be completed within one (1) year from starting date.

Section 10. Mobile Homes. No mobile home of less than 700 square feet of heated space shall be permitted to be placed on the Properties. Mobile homes manufactured in 1975 or subsequent years may only be placed on the Properties with the prior written consent of the Architectural Control Committee (hereinafter defined) and on such terms and conditions as the Architectural Control Committee may prescribe. All mobile homes must be properly secured and skirted with material which matches the siding of the mobile home, rock, masonry or other material approved by the Architectural Control Committee, within thirty (30) days after said mobile home is moved onto the Properties. Corrugated iron or other galvanized metal shall not be used for skirting.

Section 11. Set-Back Lines. No structure shall be erected on any of the Properties which is nearer than twenty-five (25) feet to the front property line or nearer than ten (10) feet to the side or back lines of any Lot.

Section 12. Architectural Control. No erection of any house or outbuildings shall be commenced, erected, or maintained until the plans have been submitted to and approved by an Architectural Control Committee (hereinafter called the "Committee"). The Committee shall discharge the duties as herein specified and may approve any variance from any provision or term hereof upon written application for same as long as such variance is within the overall spirit of these restrictions. The Committee shall be appointed by the Declarant until such time as seventy-five percent (75%) of the Lots in the Properties have been sold when the Committee shall be composed of three (3) owners of Lots in the Properties elected by a majority of the owners of the Lots in the Properties.

ARTICLE II

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration and the owners of any land subject to this Declaration, and such owner's respective legal representatives, heirs, successors, and assigns, until January 1, 2004, at which time the Covenants, Conditions and Restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless at any time by a vote of the then owners of a majority of the Lots within the Properties, it is agreed to change the Covenants, Conditions and Restrictions of this Declaration in whole or in part.

Section 2. Amendments. The Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the owners of a majority of the Lots within the Properties except as otherwise expressly provided herein, and in each case such amendment shall be evidenced by a document in writing bearing such of their signatures as are required for Consent as herein provided; however, that the Declarant shall have the right to amend this Declaration at any time, from time to time, without the consent of any owner, to the extent that such amendments are required by any lender, or any governmental or quasi-governmental authority involved in financing any improvement, purchase or sale of any of the Lots or any improvements to be constructed thereon. All amendments, if any shall be recorded in the office of the County Clerk of Kerr County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, including without limitation restraint and/or injunctive relief for violations and/or recovery of damages for violations; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the owner of a Lot should loan, lease, rent or sell his Lot and its buildings to another person or family, all rights, restrictions, privileges and responsibilities of the owner apply equally to the occupant.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices. Any notice required to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this instrument this 5th day of December, 1986.

DECLARANT:

WESTWOOD OAKS VENTURE, a Joint Venture created under the Texas Uniform Partnership Act

BY:

Landon Jones
Landon Jones, Venturer

BY:

Linda Eliot
Linda Eliot, Venturer

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 5th day of December, 1986 by LANDON JONES, Venturer of WESTWOOD OAKS VENTURE, a joint venture created under the Texas Uniform Partnership Act, on behalf of said joint venture.

Betty Sue Frizzell
Notary Public, State of Texas
My commission expires: 7-29-89

Betty Sue Frizzell
(Notary print or type name)

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 5th day of December, 1986, by LINDA ELIOT, Venturer of WESTWOOD OAKS VENTURE, a joint venture created under the Texas Uniform Partnership Act, on behalf of said joint venture.

Betty Sue Frizzell
Notary Public, State of Texas
My commission expires: 7-29-89

Betty Sue Frizzell
(Notary print or type name)

EXHIBIT "A"

VOL 404 PAGE 732

WESTWOOD OAKS, SECTION II and III, as shown on plats of record in Volume 5, Page 73, and Volume 5, Page 266, Plat Records of Kerr County, Texas, to which instruments and the records reference is here made for all purposes.

RECEIVED BY CHAIRMAN, CONDITIONS
AND RECOMMENDATIONS
RECEIVED CHAIRMAN

FILED FOR RECORD
3/15 1966

DEC 8 1966

RECEIVED

RECEIVED
RECEIVED
RECEIVED

AFTER FILING RETURN TO:

LAWSON JONES
P. O. BOX 1308
KNOXVILLE, TENNESSEE 37602