

Item: FOREST WEST FOUR PHASE II

(Category: RESTRICTIONS)

Volume 221, Page 352, Volume 231, Page 589, Volume 238, Page 63 and Volume 241, Page 658, 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.

Item: FOREST WEST FOUR PHASE II

(Category: Subdivisions)

- a. Easement dated May 21, 1959, to L.C.R.A., recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
- b. Right Of Way and Easement notarized on October 27, 1978, to Kerrville Telephone Company and L.C.R.A., recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.
- c. Building Set Back Lines as per the Restrictions recorded in Volume 238, Page 63, Deed Records of Kerr County, Texas.
- d. Annual assessments and/or current maintenance charges as set forth in instrument dated August 4, 1980, recorded in Volume 241, Page 658, Deed Records of Kerr County, Texas.
- e. Resident's easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, dated August 4, 1980, recorded in Volume 241, Page 658, Deed Records of Kerr County, Texas.
- f. Any visible and/or apparent roadways or easements over or across the subject property.
- g. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That WALTON JENNINGS WENZEL, INDEPENDENT EXECUTOR OF THE ESTATE OF WALTER A. WENZEL, DECEASED, ERMA YOSS WENZEL, INDEPENDENT EXECUTRIX OF THE ESTATE OF WALTER A. WENZEL, DECEASED, and ERMA M. WENZEL, INDIVIDUALLY of the County of Kerr, State of Texas, 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 JOHN W. MILLER, JR., CO., INC., a Texas Corporation, of Kerr County, Texas, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, 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 Kerr County, Texas, and being 35.49 acres of land, more or less, out of Survey No. 123, Florentine Lara, and 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 the following:

1. Easement to L.C.R.A. dated February 26, 1951, recorded in Volume 1, Page 295, Easement Records of Kerr County, Texas.
2. Easement to L.C.R.A. dated May 21, 1959, recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
3. Easement to Kerrville Telephone Company and L.C.R.A. recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.

This conveyance is made and accepted subject to the following restrictions:

1. Said land shall be developed and used for single family dwellings.

2. No mobile homes or house trailer shall ever be placed thereon.

3. No swine shall ever be allowed on said property.

These restrictions and covenants shall run with the land and are enforceable by Grantors.

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, its successors and assigns forever, and Grantors do hereby bind themselves, their heirs, executors, administrators and successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 18th day of May, A.D. 1979.

Walton Jennings Wenzel
WALTON JENNINGS WENZEL, Independent
Executor of the Estate of Walter A.
Wenzel, Deceased

Erma Yoss Wenzel
ERMA YOSS WENZEL, Independent Executr
of the Estate of Walter A. Wenzel,
Deceased

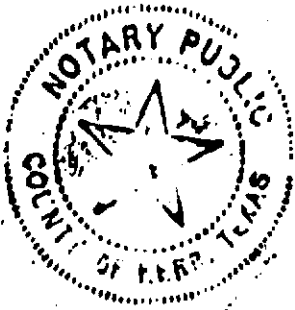
Erma M. Wenzel
ERMA M. WENZEL

THE STATE OF TEXAS §
COUNTY OF KERR §

VOL 221, PAGE 354

BEFORE ME, the undersigned authority, on this day personally appeared Walton Jennings Wenzel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as executor of the estate of Walter A. Wenzel, Deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of May, 1979.



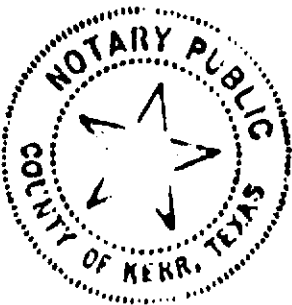
Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81
Jimmie L. Peschel
(Stamped or printed name of notary)

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Erma Yoss Wenzel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as executrix of the estate of Walter A. Wenzel, Deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of May, 1979.



Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81
Jimmie L. Peschel
(Stamped or printed name of notary)

THE STATE OF TEXAS §
COUNTY OF KERR §

VOL 221 PAGE 355

BEFORE ME, the undersigned authority, on this day personally appeared Erma M. Wenzel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of May, 1979.



Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/21/81
Jimmie L. Peschel
(Stamped or printed name of notary)

Being all of a certain 35.49 acre tract or parcel of land out of Florentina Lara Survey No. 123, Abstract No. 225, in Kerr County, Texas; part of 458 acres of land conveyed to Walter A. Wenzel from Elizabeth Ann Marks and husband, Norman L. Marks, by a Warranty Deed with Vendor's Lien dated the 5th day of October, 1948 and recorded in Volume 85 at Page 107 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a cornerpost and 1/2" iron stake for the south corner of the herein described tract, the most westerly corner of Forest West Subdivision Section Two, the plat of which is recorded in Volume 4 at Page 135 of the Plat Records of Kerr County, Texas, the west corner of a certain 25.755 acres of land conveyed to John W. Miller, Jr. from Casas Montanana, 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; a reentrant corner in the southeast boundary of said Wenzel land, which point bears, more or less, 3800 ft. S.45°W. and 1492 ft. N.45°W. from the north corner of P. R. Oliver Survey No. 122;

THENCE, upon, over and across said Wenzel land: N.61° 32'W., 250.80 ft. to a 1/2" iron stake; and N.44° 19'W., 871.10 ft. to a 1/2" iron stake set for the west corner of the herein described tract in a fence along the northwest line of said Wenzel land, said to be the northwest line of said Survey No. 123;

THENCE, with said fence along the northwest line of said Wenzel land and Survey No. 123, N.45° 15'E., 1613.70 ft. to a 1/2" iron stake set for the north corner of the herein described tract;

THENCE, again upon, over and across said Wenzel land, S.44° 25'E., 923.06 ft. to a fence cornerpost for the east corner of the herein described tract, the north corner of said 25.755 acre Miller tract;

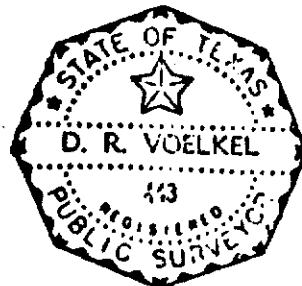
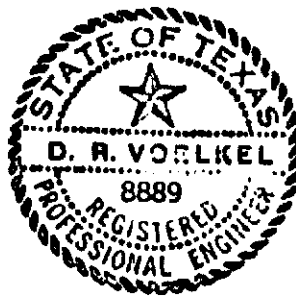
THENCE, with a fence along the common line between said Wenzel land and 25.755 acre Miller tract: S.45° 47'W., 988.55 ft. to an anglepost; S.01° 53'E., 41.16 ft. to an anglepost; and S.27° 38'W., 551.94 ft. to the PLACE OF BEGINNING, containing 35.49 acres of land within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 17th day of May, 1979



D. R. Voelkel
Registered Professional Engineer No. 8889
Registered Public Surveyor No. 443



FILED FOR RECORD

at 4:10 o'clock P.M.

MAY 18 1979

EMMIE M. MUENKER

Clark County Court, Kerr County, Texas

By Dona Klingemann, Deputy

EXHIBIT "A"

792911
FIDELITY ABSTRACT AND TITLE CO. ✓

VOL. 221 PAGE 357

323 Earl Garrett
Phone 96-4311 P. O. Box 5.9
Kerrville, Texas 78028

WALTON JENNINGS WENZEL, IN-
DEPENDENT EXECUTOR OF ESTATE
OF WALTER A. WENZEL, DECEASED,
ET AL

TO

JOHN W. MILLER, JR., CO., INC.

WARRANTY DEED

FILED FOR RECORD

at 4:10 o'clock P.M.

MAY 18 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By Dora Ringeman Deputy

RETURN TO:

LAVERN D. HARRIS & ASSOCIATES

A PROFESSIONAL CORPORATION

LAWYERS BUILDING

631 WATER STREET

KERRVILLE, TEXAS 78028

Filed for record May 18, 1979 at 4:10 o'clock P.M.

Recorded May 22, 1979
EMMIE M. MUENKER, Clerk.

By Lillian J. Williams Deputy

800960

WARRANTY DEED

VOL. 231. PAGE 589

THE STATE OF TEXAS :

COUNTY OF KERR :

KNOW ALL MEN BY THESE PRESENTS:

That WALTON JENNINGS WENZEL, INDEPENDENT EXECUTOR OF THE ESTATE OF WALTER A. WENZEL, DECEASED, ERMA YOSS WENZEL, INDEPENDENT EXECUTRIX OF THE ESTATE OF WALTER A. WENZEL, DECEASED, and ERMA M. WENZEL, INDIVIDUALLY of the County of Kerr, State of Texas, 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 JOHN W. MILLER, JR., CO., INC., a Texas corporation, of Kerr County, Texas, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, 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:

TRACT ONE:

Being all of a certain tract or parcel of land out of Florentine Lara Survey No. 123, Abstract No. 225, in the City of Kerrville, Kerr County, Texas; part of 458 acres of land conveyed to Walter A. Wenzel from Elizabeth Ann Marks and husband, Norman L. Marks, by a Warranty Deed with Vendor's Lien dated the 5th day of October, 1948, and recorded in Volume 85 at Page 107 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 for the west corner of the herein described tract, the north corner of a certain 35.49 acre tract of land conveyed from Walton Jennings Wenzel, Independent Executor of the Estate of Walter A. Wenzel, deceased, Erma Yoss Wenzel, Independent Executrix of the Estate of Walter A. Wenzel, deceased and Erma M. Wenzel, Individually, to John W. Miller, Jr., Co., Inc., by a warranty deed executed the 18th day of May, 1979, and recorded in Volume 221 at Page 352 of the Deed Records of Kerr County, Texas, which beginning point bears, more or less, 7455 ft. N.45°E., from the west or upper river corner of said Survey No. 123;

THENCE with a fence along the northwest line of said Wenzel land, N.45°15'E., 258.75 ft. to a 1/2" iron stake set for the north corner of the herein described tract;

THENCE upon, over and across said Wenzel land: S.44°54'E., 200.92 ft.; S.38°54'E., 333.89 ft.; and S.19°14'E., 535.65 ft. to a 1/2" iron stake set in a fence along the northeast line of a 25.755 acre tract of land conveyed to John W. Miller, Jr., from Casas Montanas, Inc., by a deed executed the 18th day of June, 1976, and recorded in Volume 190, Page 305, Deed Records of Kerr County, Texas;

THENCE with a fence, N.44°19'W., 87.12 ft. along the northeast line of Miller 25.755 acre tract to a fence at its north corner, the east corner of said Miller 35.49 acre tract; and along the northeast line of said Miller 35.49 acre tract, N.44°27'W., 927.84 ft. to the PLACE OF BEGINNING, containing 4.32 acres of land within these metes and bounds.

TRACT TWO:

Three rectangular tracts of land for use as temporary street cul-de-sac easements, 100 ft. square, and described as follows:

Cul-de-sac No. 1 (at the southwest end of proposed Oak Ridge Drive):

Beginning at a point for the north corner of the herein described tract in the southwest line of the 35.49 acre tract of land referenced in the hereinabove described 4.32 acre tract, which point bears 165.01 ft. S.44°19'E. from the west corner of said Miller 35.49 acre tract;

THENCE along the southwest line of said Miller 35.49 acre tract, S.44°19'E., 100.00 ft. to a point for the east corner of the herein described easement;

THENCE S.45°06'W., 100.00 ft. to a point for the south corner of the herein described easement;

THENCE N.44°19'W., 100.00 ft. to a point for the west corner of the herein described easement;

THENCE N.45°06'E., 100.00 ft. to the PLACE OF BEGINNING, containing 0.23 acre of land.

Cul-de-sac No. 2 (at the northeast end of proposed Oak Ridge Drive):

BEGINNING at the centerline of said proposed Oak Ridge Drive as it is to be extended across the above described 4.32 acres, which point bears 258.75 ft. N.45°06'E., and 200 ft. S.44°54'E., from the north corner of said Miller 35.49 acre tract;

THENCE along the northeast line of the hereinabove described 4.32 acre tract, N.44°54'W., 50.00 ft. to a point for the west corner of the herein described easement;

THENCE N.45°06'E., 100.00 ft. to a point for the north corner of the herein described easement;

THENCE S.44°54'E., 100.00 ft. to a point for the east corner of the herein described easement;

THENCE S.45°06'W., 105.25 ft. to a point for the south corner of the herein described easement in the northeast line of said 4.32 acre tract;

THENCE with the northeast line of said 4.32 acre tract, N.38°54'W., 50.28 ft. to the PLACE OF BEGINNING, containing 0.23 acre of land within these metes and bounds.

Cul-de-sac No. 3 (at northeast end of proposed extension of Glen Road):

BEGINNING at the east corner of the 35.49 acre tract of land referenced in the hereinabove described 4.32 acre tract, the north corner of the 25.755 acre tract also referenced in the hereinabove described 4.32 acre tract;

THENCE along the northeast line of said 35.49 acre tract, N.44°25'W., 80.00 ft. to a point for the west corner of the herein described easement;

THENCE N.45°33'E., 100.00 ft. to a point for the north corner of the herein described easement;

THENCE S.44°25'E., 100.00 ft. to a point for the east corner of the herein described easement;

THENCE S.45°33'W., 100.00 ft. to a point for the south corner of the herein described easement in the northeast line of said Miller 25.755 acre tract;

THENCE with the northeast line of said Miller 25.755 acre tract, N.44°25'W., 20.00 ft. to the PLACE OF BEGINNING, containing 0.23 acre of land within these metes and bounds.

Surveyed on the ground and field notes written by D. R. Voelkel, Registered Professional Engineer No. 8889, Registered Public Surveyor No. 443, October 4, 1979.

Each of the three (3) cul-de-sacs above described may be used by Grantee until such time as the area is fully developed by the construction of improvements upon all of the lands surrounding each cul-de-sac.

This conveyance is made and accepted subject to the following:

1. Easement to L.C.R.A. dated February 26, 1951, recorded in Vol. 1, Page 295, Easement Records of Kerr County, Texas.
2. Easement to L.C.R.A. dated May 21, 1959, recorded in Volume 3, Page 157, Easement Records of Kerr County, Texas.
3. Easement to Kerrville Telephone Company and L.C.R.A. recorded in Volume 10, Page 275, Easement Records of Kerr County, Texas.

This conveyance is made and accepted subject to the following restrictions:

1. Said land shall be developed and used for single family dwellings.
2. No mobile homes or house trailer shall ever be placed thereon.
3. No swine shall ever be allowed on said property.

These restrictions and covenants shall run with the land and are enforceable by Grantors.

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, its successors and assigns forever, and Grantors do hereby bind themselves, their heirs, executors, administrators and successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim he same or any part thereof.

EXECUTED this the 12 day of February, A.D. 1980.

FILED FOR RECORD

at 4:35 o'clock P.M.

FEB 14 1980

EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By J. W. Muenker Deputy

Walton Jennings Wenzel
WALTON JENNINGS WENZEL, Independent
Executor of the Estate of Walter A.
Wenzel, Deceased

Erma Yoss Wenzel
ERMA YOSS WENZEL, Independent
Executrix of the Estate of Walter
A. Wenzel, Deceased

Erma M. Wenzel
ERMA M. WENZEL

THE STATE OF TEXAS :

COUNTY OF KERR :

BEFORE ME, the undersigned authority, on this day personally appeared Walton Jennings Wenzel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as executor of the estate of Walter A. Wenzel, Deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of February, A.D. 1980.



Beth LeMeilleur
Notary Public in and for
Kerr County, Texas

My commission expires _____
BETH LEMEILLEUR
NOTARY PUBLIC
KERR COUNTY, TEXAS

MY COMMISSION EXPIRES 3-8-80

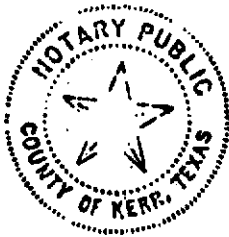
Stamped or Printed Name of Notary

THE STATE OF TEXAS §
COUNTY OF KERR §

VOL. 231 PAGE 593

BEFORE ME, the undersigned authority, on this day personally appeared Erma Yoss Wenzel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as executrix of the estate of Walter A. Wenzel, Deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of February, A.D. 1980.



Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81

Jimmie L. Peschel
Stamped or Printed Name of Notary
Jimmie L. Peschel

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Erma M. Wenzel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of February, A.D. 1980.



Jimmie L. Peschel
Notary Public in and for
Kerr County, Texas

My commission expires 1/31/81

Jimmie L. Peschel
Stamped or Printed Name of Notary
Jimmie L. Peschel

800960

VOL 231 PAGE 594

FIDELITY ABSTRACT AND TITLE CO.
Ph 896-4311 Kerrville, Texas

WALTON JENNINGS WENZEL,
INDEPENDENT EXECUTOR OF THE
ESTATE OF WALTER A. WENZEL,
DECEASED, ET AL

TO

JOHN W. MILLER, JR., CO.,
INC.

WARRANTY DEED

Filed 14 Day of Feb, A.D. 1980
EMMIE M. MUENKER, J. 3:35 P.M.
Clerk County Court, Kerr County, Texas
By Winnie J. Warriner Deputy

RETURN TO:

LAVERN D. HARRIS & ASSOCIATES
A PROFESSIONAL CORPORATION
LAWYERS BUILDING
631 WATER STREET
KERRVILLE, TEXAS 78028

Filed for record February 14, 1980 at 4:35 o'clock P.M.
Recorded February 19, 1980
EMMIE N. MUENKER, Clerk

By Betty J. Leroy Deputy

804146

RESTRICTIONS
FOREST WEST, SECTION IV, PHASE I
KERR COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, JOHN W. MILLER JR., CO., INC., a Texas corporation, 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 IV, Phase I, a subdivision to the City of Kerrville, Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 4, Page 215, 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, save and except Lot 1, Block 1, 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,

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 its respective successors 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 sit-

uated 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. Lots noted on the plat zoned as R-2 shall be allowed to have duplexes on same.

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 IV.

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 twenty-five (25) 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 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. 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 a heavy composition shingle roof will produce an equal or better appearance. 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. Trailers or Motor Homes: There shall be no storage of travel trailers or motor homes unless completely enclosed.

21. Parking: Permanent on the street parking is prohibited.

22. 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.

23. 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 Miller, 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., CO., INC.

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

THE STATE OF TEXAS ;
COUNTY OF KERR ;

BEFORE ME, the undersigned authority, on this day personally appeared JOHN W. MILLER, JR., President of JOHN W. MILLER JR., CO., INC., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

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 Mueller Deputy

BETH L. MEILLEUR
NOTARY PUBLIC
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 3-8-84

804146

VOL 238 PAGE 70

Forest West Section IV, Phase I,
JOHN W. MILLER, JR., CO., INC

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 Waldine Belcher, Deputy

RETURN TO:

HARRIS, HARRIS, CHILDERS
& MONROE

A PROFESSIONAL CORPORATION

LAWYERS BUILDING

831 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 Waldine Belcher, Deputy

806278

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

VOL 241 PAGE 658

This Declaration, made on the date as hereinafter set forth by JOHN W. MILLER, JR., CO., INC., hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the City of Kerrville, County of Kerr, State of Texas, which is more particularly described as follows, to-wit:

All that certain tract or parcel of land lying and being situated in Kerr County, Texas, and being Lot 1, Block 1, Forest West Subdivision Section 4, Phase I, recorded in Volume 4, Page 236, Plat Records of Kerr County, Texas, to which instrument and its record reference is her made for all purposes.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

Definition:

Section 1: "Association" shall mean and refer to Forest West Townhouses Association of Unit Owners, a non-profit association, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract sellers, but excluding Declarant and those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property owned in undivided interests by owners. The Association shall have the exclusive right to make reasonable rules and regulations for use of the common area. At the time of conveyance of the first lot the common area is described as follows:

All that certain .30 acre (13,272 square feet) of land, more or less, the same being all of Lot 1, Block 1, Forest West Subdivision Section 4, above described, which said Lot 1, Block 1, contains .57 acre (24,897 square feet) of land. SAVE AND EXCEPT, however, out of said Lot 1, Block 1, Units A, B, C and D, which said units A, B, C and D contain .27 acre (11,625 square feet) of land.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6: "Declarant" shall mean and refer to John W. Miller, Jr., Co., Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8: "Lot" shall mean and refer to any unit shown in the above referenced plat.

ARTICLE TWO

Property Rights:

Section 1: Owner's Easements o. Enjoyment:

Every owner shall have the right and easement of enjoyment in and to the common area in his lot and block which shall be appurtenant to and shall pass with a title to every lot.

Each owner, including those of adjacent properties who are members of the Association, shall have an easement for ingress and egress over the private driveway constructed South, or in back, of the structural units. The public shall have no right to use such driveway.

Section 2: Delegation of Use:

Any owner may delegate, in accordance with the By-laws his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE THREE

Membership and Voting Rights:

Section 1: Every owner of a lot which is subject to assessment and Declarant, while required to be a member hereunder, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2: The Association shall have only one class of voting membership. A member shall be entitled to one (1) vote for each lot owned, and when more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE FOUR

Covenant for Maintenance Assessments:

Section 1: Creation of the land and personal obligation of Assessments:

Each owner of any lot, except Declarant, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges and

(2) Special assessments.

Such assessments to be established and collected as herein-after provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the owner of such property at the time when such assessment fell due. A personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Declarant shall not be obligated for any of such assessments as described above, but all maintenance and expenses incident thereto on lots owned by Declarant shall be the sole obligations and expenses of Declarant.

Section 2: Purpose of Assessment:

The assessments levied by the Association shall be used exclusively for the keeping and caring for the common grounds, including driveways, sidewalks, fences, lawns and shrubs, and to promote the health, safety, and welfare of the residents in the property and for the care, cleaning and maintenance of the common area.

Section 3: Maximum Annual Assessment:

Until January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Four Hundred Eighty and No/100 Dollars (\$480.00) per lot.

(A) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum

assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(C) The Board of Managers may fix the annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying any unusual care, cleaning or maintenance expenses, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for any Action Authorized

Under Sections 3 and 4:

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of such class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement as set

forth above and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Rate of Assessment:

Both annual and special assessments must be fixed at uniform rates, to be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments:

Due Dates:

The annual assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of such lot to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year as to each such lot. The Board of Managers shall fix the amount of the annual assessment against each lot which has an owner at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Managers, and, unless otherwise provided, the Association shall collect each month, in advance, from the owner of each lot one-twelfth (1/12th) of the annual assessment for such lot. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: Effect of Non-Payment of Assessment: Remedies of the Association:

Any assessment which is not paid within thirty (30) days after the due date shall bear interest from the date of

delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such owner by his acceptance of a deed to a lot, hereby expressly vests in Forest West Townhouses Association, or its agents, the right and power to bring all actions against its owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on the real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all of their lot owners. The Association, acting on behalf of the lot owners shall have the power to bid in any interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient to any insurance company continuing to give total coverage notwithstanding non-payment of such defaulting owner's portion of the premium. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of a common area or abandonment of his lot.

Section 9: Subordination of Lien to Mortgages:

The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mort-

gage foreclosure, trustee's sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot or its owner from liability for any assessments thereafter becoming due or from the lien thereon.

Section 10: Exempt Property:

All properties which may be dedicated to, and accepted by, a local public authority, the common area, and all properties owned by a charitable or non-profit organization which may be exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE FIVE

Architectural Control:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, by any owner, nor shall any exterior addition to or change or alterations therein be made by any owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Managers of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Party Walls:

Section 1: General Rules of Law to Apply:

Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots or be a common wall to one or more dwellings shall constitute a party wall, and to the extent not consistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance:

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use:

Section 3: Destruction by fire or other Casualty:

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weather Proofing:

Notwithstanding any other provision of this Article, an owner, who by his negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs with Land:

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6: Arbitration:

In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Managers of the Association shall select an arbitrator for the refusing party.

ARTICLE SEVEN**Use Restriction:**

Section 1: Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said property shall be of new construction and no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures other than townhouse dwellings or buildings, being single family townhouses joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any portion of said property at any time as a residence either temporary or permanently.

Section 2: Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3: Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the builder of said townhouses to maintain during the period of construction and sale of said townhouses, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of

Declarant may be reasonably required, convenient or incidental to the construction or sale of said townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units, and sales office, whether the same be of a temporary or permanent character.

Section 4: No Animal, Livestock or Poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats, or other usual small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

Section 5: No advertising signs (except one of not more than five (5) square feet "For Rent" or "For Sale" sign per lot) billboards, unsightly objects or nuisances, shall be erected, placed or permitted to remain on said property, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said property; provided, however, the foregoing covenant shall not apply to business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns, during the construction and sale period, and of Forest West Townhouses Association, a non-profit association, its successors and assigns, in furtherance of its powers and purposes and hereinafter set forth.

Section 6: All clothes lines, equipment, garbage cans, service yards, wood piles, or storage piles, shall be placed in the garage or storage areas of each townhouse or to be kept screened by adequate planting or fence areas of each townhouse or to be kept screened by adequate planting or fencing so as to conceal them from view of neighboring

townhouses or streets. All rubble, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clothes lines shall be confined to patio areas.

Section 7: Except in the individual patio areas appurtenant to a townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Managers or their designated representatives. Except for the right of ingress and egress, the owners of lots are hereby prohibited and restricted from using any of said properties outside the exterior building lines, patio and carport or garage areas, except as may be allowed by the Association's Board of Managers. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of Units A, B, C and D of Lot 1, Block 1, Forest West Section Four, Phase I, and is necessary for the protection of said owners.

Section 8: Maintenance, upkeep and repairs of the exterior walls, the roof, any patios, screen and screen doors, exterior doors and window fixtures, and other hardware shall be the sole responsibility of the individual owner of the lot appurtenant thereto and not in any manner the responsibility of the Board of Managers. Any cooperative action necessary or appropriate to the proper care, cleaning and maintenance and upkeep of the common area shall be taken by the Board of Managers or by its duly delegated representative.

Section 9: All fixtures and equipment installed in a townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a

townhouse, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their owners.

Section 10: Without prior written approval and the authorization of the Board of Managers, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property other than an aerial for a master antennae system, should any such master system or systems be utilized and require any such exterior antennae.

Section 11: No action shall at any time be taken by the Association or its Board of Managers which in any manner would discriminate against any owner or owners in favor of another owner or owners.

ARTICLE EIGHT

Easements:

Section 1: Each townhouse and the property included in the common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant or the builder thereof. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a multi-family structure containing two or more townhouses is partially or totally destroyed, and then rebuilt, the owners of the townhouses so affected agree that minor encroachments of parts of the adjacent townhouse units or common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2: There is hereby granted an easement, to all police, fire protection, ambulance and all similar persons to enter upon private drives and common area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or cross over the common area provided for herein. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company elected by the Association to enter in or cross over the common area provided for herein. Further, a blanket easement is hereby granted to any utility company or governmental agency providing water, natural gas, electrical service, T.V. service or telephone service to install, erect and maintain the necessary pipes, poles, lines and other necessary equipment in, on or under the common area and to affix and maintain such pipes, lines, and other necessary equipment and conduits on, above, across, and under the roofs and exterior walls of the townhouses.

Section 3: Underground electric service from the appropriate utility company has been requested, and in the event the same is installed, underground single phase electric service will be available to the residential townhouses on such lots, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing such service shall have an easement on such properties for the purpose of installing and maintaining such electric service on the property and to each townhouse structure. So long as such underground service is maintained, the electric service to each townhouse shall be uniform and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current. Easements for such underground

electric service may be crossed by driveways and walkways provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. Such easements for such service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant or any utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the owner located on the land covered by said easements.

ARTICLE NINE

General Provisions:

Section 1: Enforcement: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner effect any other provision which shall remain in full force and effect.

Section 3: Amendment: The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than seventy-five (75%) percent of the lots, and thereafter

by an instrument signed by the owners of not less than sixty (60) percent of the lots.

Any amendment must be recorded.

Section 4: Gender and Grammar: The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary gramatical changes required to make the provisions hereof apply either to corporations, individuals, or other entities, men or women, shall in all cases be assumed as though in all cases expressed.

IN WITNESS WHEREOF, Declarant herein has hereunto set its hand and seal this the 18th day of November, 1980.

JOHN W. MILLER, JR., CO., INC.,
DECLARANT

Filed 18 Day of NOV. A.D. 1980
Clerk County Court, Kerr County, Texas
By Betty S. Surrency Deputy

By: 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., President of John W. Miller, Jr., Co., Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November, 1980.

Thomas M. Myers
Notary Public in and for
Kerr County, Texas
My Commission Expires: 12-31-80
THOMAS M. MYERS
Stamped or Printed Name of Notary

KE 806278

VOL 241 PAGE 674

Forest West Subdiv.
Section 4, Phase 1
JOHN W. MILLER, JR. CO., INC.

TO
THE PUBLIC

DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS

FILED FOR RECORD

at 4:00 o'clock P.M.

NOV 18 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By *Betty J. Lewis* Deputy

RETURN TO:

HARRIS, HARRIS, CHILDERS
& MONROE
A PROFESSIONAL CORPORATION
LAWYERS BUILDING
631 WATER STREET
KERRVILLE, TEXAS 78028

Filed by: -

KERR COUNTY ABSTRACT CO., INC. ✓

Filed for record November 18, 1980 at 4:00 o'clock P.M.

Recorded November 20, 1980

EMMIE M. MUENKER, Clerk

By *Betty J. Lewis* Deputy