

Item: **FOUR SEASONS**

(Category: RESTRICTIONS)

Volume 5, Page 12, Plat Records of Kerr County, Texas; Volume 291, Page 766, 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: **FOUR SEASONS**

(Category: Subdivisions)

- a. An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Robert L. Spicer and wife, Patricia L. Spicer, to G.E. Lehmann and Gordon H. Monroe, dated June 15, 1970, recorded in Volume 144, Page 221, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument. (LOTS 26-35 ONLY)
- b. Mineral reservation by Grantor, as described in instrument from G.E. Lehmann and wife, Frances Higdon Lehmann, and Gordon H. Monroe and wife, Peggy Monroe, to Upper Guadalupe Investment Co., Inc., a Texas corporation, dated June 16, 1970, recorded in Volume 145, Page 460, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument. (LOTS 26-35 ONLY)
- c. An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Robert L. Spicer and wife, Patricia L. Spicer to Upper Guadalupe Investment Co., Inc., dated May 5, 1971, recorded in Volume 149, Page 192, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument. (LOTS 1-28 & 35-37 ONLY)
- d. Right Of Way Easement dated June 15, 1976 to Bandera Electric Cooperative, Inc., recorded in Volume 8, Page 48, Easement Records of Kerr County, Texas.
- e. Mineral reservation by Grantor, as described in instrument from Energy/Land, Inc. to Maurice O'Bryant, dated May 5, 1978, recorded in Volume 208, Page 354, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument. (LOTS 1-28, 35-37 ONLY)
- f. Mineral reservation by Grantor, as described in instrument from Energy/Land, Inc., a Texas corporation, to Kenneth J. Way and wife, Betty Way, dated May 26, 1978, recorded in Volume 209, Page 258, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument. (LOTS 26-35 ONLY)

- g. Road and Utility Easements and Building Set Back Lines as per the Plat recorded in Volume 5, Page 12, Plat Records of Kerr County, Texas.
- h. *Easements and Building Set Back Lines as per the Restrictions*, recorded in Volume 291, Page 766, Deed Records of Kerr County, Texas.
- i. Water Supply Agreement dated June 15, 1983, recorded in Volume 3, Page 347, Water Rights Records of Kerr County, Texas.
- j. Any visible and/or apparent roadways or easements over or across the subject property.
- k. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

That ROBERT G. RISHER, being the Trustee and Developer of "Four Seasons", in Kerr County, Texas, does hereby restrict Four Seasons as herein-after set forth, which restrictions shall be binding upon the Grantee of the lots in said subdivision, and his or their heirs, assigns, successors and administrators, to-wit:

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

FOUR SEASONS RESTRICTIONS (Cont'd.)

3. None of said Tracts, or the improvements erected thereon, shall be used for any purpose other than a private single-family residence with the usual and customary accessory buildings, such as, but not limited to, garage, guest cottage and servants' quarters. No Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be constructed to prevent a purchaser from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.
4. There is hereby established a Building Board which shall determine if the plans and specifications for any structure on any Tract meet the requirements of those restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Building Board shall establish. No construction may begin until a plan or plans and specifications have been approved by the Building Board. Plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure and notes and/or specifications that describe the materials to be used on the exteriors.
5. All buildings and structure on each Tract shall be architecturally acceptable by the Building Board. No unpainted sheet metal or fiberglass structures shall be placed on any of said Tracts for use as an accessory building. No tent, or substandard structure of any character may be placed, constructed, or maintained on any of said Tracts, nor shall any trailer or any structure of a temporary character be used as a residence thereon. Storage of travel trailers is permissible provided it is not in a condition or location to adversely affect the value of the adjoining property.
6. Not more than one single family residence shall be constructed on any tract of the land herein contracted for or conveyed, and no single family residence shall be constructed thereon which contains less than 1,000 square feet of living area, unless it first has been approved by said Building Board. The minimum depth of building setback lines from the roads fronting the tracts in Four Seasons shall be not less than twenty-five (25) feet and not less than ten (10) feet from side tract lines. There can be no variations from this No. 6 paragraph unless permission is granted in writing by the said Four Seasons Building Board prior to any such construction.

Out-buildings shall be located to the rear of the residence. Wood exteriors shall be stained or painted. Upon completion of development of the property plans to be approved are to be submitted to the architectural control committee. Exterior construction must be finished within one (1) year from starting date. No variance from these restrictions may be granted without the express written consent of the architectural control committee.
7. No animals except household pets shall be allowed and specifically no swine shall be permitted. NO HUNTING OF ANY NATURE WILL BE ALLOWED.
8. No outside toilets will be permitted and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Building Board and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.
9. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials shall be placed with the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. The Building Board shall determine noxiousness or undesirability and its decisions shall be conclusive on all parties. Absolutely no unused, abandoned or wrecked vehicles will be allowed on any lot in Four Seasons.

FOUR SEASONS RESTRICTIONS (Cont'd.)

10. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.
11. No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without consent of the Developer in writing.
12. If any term or provision of this instrument, or the application thereof, shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Building Board to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.
13. The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.
14. The right is exclusively and expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations, and restrictions contained in these restrictions, but such right shall be without prejudice to the rights of enforcement prescribed in the paragraph 13 above.
15. Violation of any restriction or condition or breach of any covenant herein contained shall give the Building Board or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
16. 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.

Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any owners side and rear property lines in case of fractional tracts.

It is understood and agreed that it shall not be considered a violation of the provisions of this easement if wires or cables carried by such pole lines pass over some portion of said tracts not within the 10-foot wide strip as long as such lines do not prevent the construction of buildings on any tracts in this development.

The above restrictions, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative by said Building Board or any person who may purchase or own any tract or parcel of land situated in Four Seasons Subdivision.

DEVELOPER:

FOUR SEASONS

By: Robert G. Risher, Trustee
SELLER

Robert G. Risher, Trustee

PURCHASER

Date

THE STATE OF TEXAS |
COUNTY OF KERR |

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of August, 1983.

Nancy Kimball Leonard
Nancy Kimball Leonard
Notary Public in and for the State of Texas.

My commission expires: 12/29/86

*#1600,
Tom Seasons Restrictions
Robert H. Risher, Trustee
to
The Public*

FILED FOR RECORD

at 2:21 o'clock P.M.

MAR 1 1984

PATRICIA DYE

*Notary Public, Kerr County, Texas
My Commission Expires 12/29/86*

Filed by & Return to:
Joe Leonard
P.O. Box 1186
Kerrville, Texas 78208

Filed for record March 1, 1984 at 2:21 o'clock P.M.
Recorded March 6th, 1984
PATRICIA DYE, Clerk
By Mary E. Harmon Deputy