

## **AQUA VISTA ESTATES 2 RESTRICTIONS**

Volume 198, Page 219, 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.

### **OTHER EXCEPTIONS**

- Road Easement reserved in Deed dated June 2, 1972, recorded in Volume 156, Page 225, Deed Records of Kerr County, Texas.
- Right Of Way Easement dated July 5, 1972 to Central Texas Electric Cooperative, Inc., recorded in Volume 7, Page 394, Easement Records of Kerr County, Texas.
- Road and Utility Easements as per the Plat recorded in Volume 4, Page 75, Plat Records of Kerr County, Texas.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 198, Page 219, Deed Records of Kerr County, Texas.
- Certified Service Area Map For Harper Water Company, Inc. CCN #11421, recorded in Volume 1573, Page 820 and refiled in Volume 1599, Page 325, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



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

RESTRICTIONS

THAT WE, MICHAEL T. DRYMALA, a single man, JANET A. REED, a feme sole, CATHERINE A. DRYMALA, a feme sole, and PAUL JOHN DRYMALA, husband of BRENDA DRYMALA, as his sole and separate property and estate, of Harris County, Texas, (hereinafter collectively called the "Developer"), being the owners of that certain tract of land known as "Aqua Vista Estates Section Two", and being more particularly described by the plat (said plat being made a part hereof for all purposes) of said subdivision recorded on April 25, 1977, in Volume 4, Page 75, of the Plat Records of Kerr County, Texas, (herein referred to as the "Subdivision"), and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in the Subdivision, do hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, Covenants, Conditions and Easements to be and the same are hereby made applicable to the Subdivision.

I.

GENERAL PROVISIONS

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the Provisions, Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

2. The streets and roads shown on the recorded plat are reserved for the lot owners of record for their private use and enjoyment for access to their lots save and except only the right of use of said private roads by emergency vehicles such as for police and fire protection. All maintenance of said private roads shall be at the expense of the lot owners of record on a pro-rata share of such costs on an acreage basis. The utility easements set forth are dedicated subject to the reservations hereinafter set forth.

3. (a) The utility easements set forth on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

(b) The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, their heirs and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, including any water control or Utility District

created under Article XVI, Section 59, of the Texas Constitution covering the land hereinabove described, as well as other lands, public service corporation or other party is hereby expressly reserved to the Developer.

(d) Neither the Developer, nor their heirs or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said utility easements.

(e) The Developer shall have the right to make minor changes in such easement areas and shall have the right of reasonable ingress and egress upon and across all land adjacent to any such easement area to construct, repair or maintain any utility located therein.

4. The provisions hereof shall run with the land and shall be binding upon the Developer, their heirs and assigns, and all persons or parties claiming under them for a period of thirty (30) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty (30) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such period be the aforesaid thirty (30) year period or any successive ten (10) year period thereafter; and provided, further, however, that this instrument and the Reservations and Restrictions

set forth herein may be repealed or altered, and additional restrictions may be adopted at any time by the concurrence of the Developer, their heirs or assigns, and the owners of a majority of the lots or tracts in the Subdivision, but any such amendment shall not be effective until filed in the Deed Records of Kerr County, Texas.

5. In the event of any violation or attempted violation of any of the provisions hereof, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

7. No violations of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage

or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, however, to the provisions herein contained.

II.

GENERAL RESTRICTIONS

1. No lot shall be re-subdivided.
2. No lot in the Subdivision or any part thereof, shall ever be used for any business or commercial purposes whatsoever.
3. Only one residence shall be constructed on any one lot in the Subdivision, excepting bona fide servants quarters and guest house adjacent to and forming a part of the principal residence area or complex. The servants quarters and/or guest house shall not exceed the main dwelling area.
4. Each residence constructed on any lot shall be a single family dwelling and shall contain not less than 1400 square feet of enclosed living area not including garage and outside porches. All such dwellings shall be constructed of not less than fifty per cent (50%) brick or rock and no used lumber may be employed, in such construction.
5. The construction of any structure once commenced shall be diligently prosecuted and in any event shall be completed before the expiration of 180 days following its commencement.
6. No part of any residence or other building shall be closer than forty feet (40') to the boundary of

any street or road in the Subdivision and no part of any residence or building shall be closer than ten feet (10') from any side lot line.

7. Each house or dwelling shall be equipped with an underground sewage disposal system which shall conform in all respects to the requirements and recommendations of the Public Health Department of the State of Texas, including sufficient tank and drain-field capacity for the expected use. No such sewage system shall be constructed or installed between any dwelling and the shore of the creek in the Subdivision, except with the prior written consent and approval of the Developer.

8. No house shall be moved from any other location and placed or erected on any lot in the Subdivision.

9. No house trailer, camper trailer, camper vehicle, motor vehicle (or any portion thereof), or other structure of a temporary character shall be lived in on any lot. No tent or shack shall ever be erected on any lot in the Subdivision.

III.

ANIMALS

All dogs, cats, or other common household pets shall be kept in the Subdivision only upon the condition that the custodian thereof abide by all of the ordinances and regulations of the City of Kerrville, Texas, with respect to the care, control, and ownership of such animals within such city, including "leash" and "vaccination" ordinances; and reference is here made to such ordinances and regulations for all purposes.

IV.

GARBAGE AND TRASH

Garbage shall not be allowed to accumulate, burned



or otherwise disposed of on any part of the land, but wood, leaves, paper and other readily combustible trash may be burned on the premises provided that the same is burned in an incinerator, without creating a fire hazard.

V.

OIL AND GAS OPERATIONS

No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any tanks or mineral excavations be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. At no time shall the drilling, useage or operation of any water well be permitted on any lot. These provisions shall not prohibit directional drilling for and production of oil, gas and other minerals from under the Subdivision so long as none of the equipment or machinery for such drilling or production operations is located upon the surface of any area included in the Subdivision.

VI.

WATER

1. Developer agrees to make water for household purposes available to each numbered lot in the Subdivision and the rates and charges for water for such purposes shall be the same as is charged by the City of Kerrville for service outside the City limits.

2. No water from any stream of water located on Aqua Vista Estates properties shall be removed for domestic, stock raising, irrigation, or any other purpose. No swine

shall ever be permitted to be placed or kept in Aqua Vista Estates or on this or any other tract located therein.

VII.

FIREARMS AND HUNTING

No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

VIII.

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

WITNESS our hands at Kerrville, Texas, on this the 29th day of June, A. D. 1977.

Michael T. Drymala  
MICHAEL T. DRYMALA, a single man

Janet A. Reed  
JANET A. REED, a feme sole

Catherine A. Drymala  
CATHERINE A. DRYMALA, a feme sole

Paul John Drymala  
PAUL JOHN DRYMALA, husband of  
Brenda Drymala, as his sole and  
separate property and estate

THE STATE OF TEXAS        I  
COUNTY OF ~~REAR~~ HARRIS I

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BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL T. DRYMALA, a single man, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1977.

Pat R. Garner  
Notary Public in and for  
~~REAR~~ County, Texas  
HARRIS

THE STATE OF TEXAS        I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared JANET A. REED, a feme sole, 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.

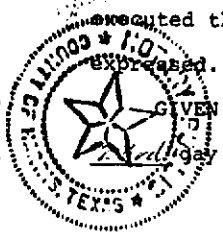


GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1977.

Pat R. Garner  
Notary Public in and for  
HARRIS County, Texas

THE STATE OF TEXAS     X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared CATHERINE A. DRYMALA, a feme sole, 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 on this the June day of June, A.D. 1977.

Paul R. Samms  
Notary Public in and for  
HARRIS County, Texas

FILED FOR RECORD

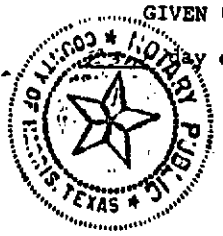
at 3:55 o'clock P.M.

JUL 1 1977

THE STATE OF TEXAS     X  
COUNTY OF HARRIS X

EMMIE M. MUENKER  
Clerk Court Harris County, Texas  
By Donna Witt Deputy

BEFORE ME, the undersigned authority, on this day personally appeared PAUL JOHN DRYMALA, husband of Brenda Drymala, as his sole and separate property and estate, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the June day of June, A.D. 1977.

Paul R. Samms  
Notary Public in and for  
HARRIS County, Texas

Filed for record July 1, 1977 at 3:55 o'clock P.M.  
Recorded July 7, 1977  
EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy