

Item: AQUA VISTA ESTATES

(Category: RESTRICTIONS)

Volume 156, Page 225, Volume 169, Page 188 & Volume 186, Page 175, 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.

AQUA VISTA ESTATES

(Category: Subdivisions)

- a. Road Easement as reserved in deed dated June 2, 1972, recorded in Volume 156, Page 225, Deed Records of Kerr County, Texas.
- b. 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.
- c. Road and Utility Easements as per the Plat recorded in Volume 3, Page 158, Plat Records of Kerr County, Texas.
- d. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 169, Page 188, Deed Records of Kerr County, Texas.
- e. Easement dated November 29, 1975 to Ralph H. DuBois and wife, Mary Quinn DuBois, recorded in Volume 8, Page 643, Easement Records of Kerr County, Texas. (AS PER LOTS 17-23 ONLY)
- 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)

STATE OF TEXAS §
COUNTY OF KERR §

761142

VOL 186 PAGE 175

AMENDMENT OF RESTRICTIONS

Whereas, Aqua Vista Estates is a subdivision of record in Kerr County, Texas, as more particularly described in Volume 3, Page 158, Plat Records of Kerr County, Texas (hereinafter called the "Subdivision"); and

Whereas, Michael T. Drymala, Janet A. Reed, Catherine A. Drymala and Paul John Drymala, the record owners of the Subdivision (hereinafter collectively called "Developer") filed certain Restrictions in Volume 169, Page 188, Deed Records of Kerr County, Texas, in order to create and carry out a uniform plan and scheme for the improvement, development and sale of property in the Subdivision; and

Whereas, the above referenced Restrictions provide in paragraph I. 4. that said Restrictions may be repealed or altered at any time by the concurrence of the Developer and the owners of a majority of the lots or tracts in the Subdivision (hereinafter called "Owners"); and

Whereas, Developer and the undersigned majority of the Owners of lots or tracts in the Subdivision desire to amend paragraph II. 2. of said Restrictions,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

For and In Consideration of the premises and mutual benefits derived therefrom, Developer and the undersigned Owners do hereby amend paragraph II. 2. of the Restrictions to read henceforth as follows:

"2. No lot in the Subdivision or any part thereof shall ever be used for any business or commercial purposes whatsoever."

All other provisions of the Restrictions are hereby
in all things ratified and confirmed.

Executed this the 20 day of November, 1975.

Don Hill
DON HILL

Dolores G Hill
DOLORES G. HILL

Willis M. Stanley
WILLIS M. STANLEY

Joann M. Stanley
JOANN M. STANLEY

J. M. Ramsey III
J. M. RAMSEY III

Barbara K Ramsey
BARBARA K. RAMSEY

Edward Lee Joy
EDWARD LEE JOY

Natalee L. Joy
NATALEE L. JOY

Fred M. Anthony
FRED M. ANTHONY

Mabel O. Anthony
MABEL O. ANTHONY

Jim B. Harper
JIM B. HARPER

Barbara K. Harper
BARBARA K. HARPER

William P. Clarkson
WILLIAM P. CLARKSON

John H. Klingemann
JOHN H. KLINGEMANN

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

"DEVELOPER"

FILED FOR RECORD
at 11:25 o'clock P.M.

MAR 23 1976

EMMIE M. MUENNER
Clerk County Court, Kerr County, Texas
By Brenda Lee Clark Deputy

"OWNERS"

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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 24th day of December, A.D. 1975.

Kathleen T. Kelley
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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 24th day of December, A.D. 1975.

Kathleen T. Kelley
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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 24th day of December, A.D. 1975.

Kathleen T. Kelley
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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 21 day of November, A.D. 1975.

[Signature]
Notary Public in and for
Harris County, Texas



THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared DON HILL and wife, DOLORES G. HILL, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21 day of November, A.D. 1975.

[Signature]
Notary Public in and for
Kerr County, Texas

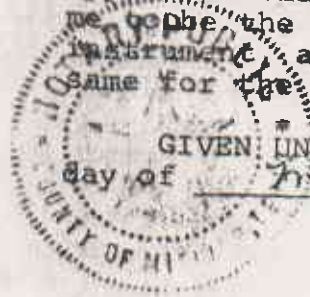


THE STATE OF TEXAS §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIS M. STANLEY and wife, JOANN M. STANLEY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of March, A.D. 1975.

[Signature]
Notary Public in and for
Midland County, Texas



THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. RAMSEY III and wife, BARBARA K. RAMSEY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of November, A.D. 1975.

[Signature]
Notary Public in and for
Kerr County, Texas



THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD LEE JOY and wife, NATALEE L. JOY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th day of January, A.D. 1976.



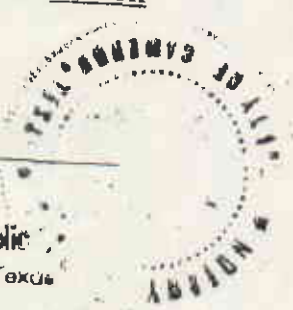
[Signature]
Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BEFORE ME, the undersigned authority, on this day personally appeared FRED M. ANTHONY and wife, MABEL O. ANTHONY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of March, A.D. 1976.



[Signature]
Notary Public in and for
Cameron County, Texas
Verna L. Raatz, Notary Public
In and for Cameron County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JIM D. HARPER and wife, BARBARA K. HARPER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of January, A.D. 1976.



[Signature]
Notary Public in and for
Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM P. CLARKSON, 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 16th day of January, A.D. 1976.



Gertrude P. Andrus
Notary Public in and for
Kerr County, Texas
GERTRUDE P. ANDRUS
Notary Public
Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. KLINGEMANN, 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 15th day of January, A.D. 1976.



Gertrude P. Andrus
Notary Public in and for
Kerr County, Texas

1915

WARRANTY DEED

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF KERR)

That we, E. R. Stewart and wife, Cubie Stewart, residents of Kerr County, Texas, and Buell H. Stewart and wife, Ruth Stewart, residents of Uvalde County, Texas, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, cash, to us in hand paid by Robert T. Hodge and wife, La Nelle E. Hodge, the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said Robert T. Hodge and wife, La Nelle E. Hodge, of one certain vendor's lien note of even date herewith, in the sum of One Hundred Forty-Seven Thousand Five Hundred Seventy-One and 20/100 (\$147,571.20) Dollars, payable to the order of E. R. Stewart and wife, Cubie Stewart, and Buell H. Stewart and wife, Ruth Stewart, at Kerrville, Kerr County, Texas, bearing interest at the rate of seven (7%) per cent per annum, interest payable in semi-annual payments on the same dates as principal, the principal of said note being payable in twenty-six (26) consecutive semi-annual installments; the first installment on the principal of said note being due six months after the date of said note and being in the sum of Three Thousand Six Hundred Ninety and no/100 (\$3,690.00) Dollars, and a like installment on the principal of said note in the sum of \$3,690.00 being due each six months thereafter until twenty-five (25) of such semi-annual installments on the principal of said note in the sum of \$3,690.00 have been paid; the twenty-sixth (26) or last payment on the principal of said note being in the amount of the entire remaining unpaid balance of the principal; said note containing the usual acceleration of maturity clause, 10% past due principal and interest clause and 10% attorney's fee clause if placed in the hands of an attorney for collection, except that there shall be a ten (10) day grace period after the due date of each semi-annual payment during which ten (10) day grace period the said semi-annual installments on the principal may be paid without acceleration of the maturity, without the ten (10) percent past due principal and interest and without the 10% attorney's fee if placed in the hands of an attorney

for collection during said grace period; said note further provides that the same may be paid without penalty after January 1, 1974, and provides for Partial Releases upon certain conditions, which said conditions are fully set out in said note and reference is here made to the same for a complete description of said provisions for Partial Releases, and said note is additionally secured by a Deed of Trust of even date herewith to Thomas W. Pollard, Trustee, for the use and benefit of the said E. R. Stewart and wife, Cubie Stewart, and Buell H. Stewart and wife, Ruth Stewart; SUBJECT to the covenants and restrictions hereinafter made, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Robert T. Hodge and wife, La Nelle E. Hodge, of the County of Nolan, State of Texas, all that certain tract or parcel of land, described as follows, to-wit:

Situated in Kerr County, Texas, described as follows,
to-wit:

184.464 acres of land, being 97.519 acres out of the L. A. Patillo Survey No. 1 and 86.945 acres out of the H. Kuckuck Survey No. 685 on Harper Road (FM 783) about four miles North 15 deg. West of County Site, Kerr County, Texas, and more particularly described as follows:

BEGINNING at a point in the Center Line of a 40 foot wide road easement at its intersection with the West line of Harper Road (FM 783) from said point the Northwest Corner of the L. A. Patillo Survey No. 1 bears North 1985.76 feet and West 7553.36 feet;

THENCE with the South Line of the herein described tract and said Center Line of said 40-foot wide road easement the following six (6) courses: S 70 deg. 10' W 228.22 feet; S 63 deg. 25' W 240.81 feet; S 69 deg. 16' W 162.22 feet; S 78 deg. 36' W 241.82 feet; S 79 deg. 29' W, passing the Center Line of an additional 40 foot wide road easement running in a Northerly direction to its intersection with the North line of the herein described tract, a total distance this course of 180.33 feet; S 89 deg. 24' W, crossing a creek, 409.05 feet to a 1/2" iron pin for corner;

THENCE continuing with said 40 foot wide road Center Line N 03 deg. 11' W 191.54 feet to a 1/2" iron pin, a re-entrant corner of this tract;

THENCE West, crossing the common line of Surveys 1 and 685, 1688.41 feet to a 1/2" iron pin, a re-entrant corner of this tract;

THENCE South 431.0 feet to a 1/2" iron pin set in a fence line for the most Southerly Corner of this tract;

THENCE N 75 deg. W with fence line 2180.33 feet to a 1/2" iron pin in fence line, the most Westerly Corner of this tract;

THENCE with the West Line of the herein described tract N 24 deg. 49' E 345.64 feet, a 1/2" iron pin, N 50 deg. 32' E 362.55 feet, a 1/2" iron pin; N 10 deg. 04' E 330.32 feet, a 1/2" iron pin; N 0 deg. 14' W 246.20 feet, a 1/2" iron pin; N 04 deg. 26' W 19.80 feet to a point in the Center Line of a 40-foot wide road easement for the Northwest Corner of this tract;

THENCE with the North Line of the herein described tract and the Center Line of the aforementioned 40-foot wide road easement the following seven (7) courses: N 84 deg. 13' E 663.01 feet; N 49 deg. 32' E 396.36 feet; S 89 deg. 37' E 604.43 feet; S 88 deg. 49' E 367.22 feet; S 83 deg. 15' E 272.77 feet; N 88 deg. 08' E 635.30 feet; S 84 deg. 30' E 298.85 feet to a 1/2" iron pin, from said 1/2" iron pin

the Center Line of said 40 foot wide road easement continues in a Southerly direction to its intersection with the Center Line of the afore-described 40 foot wide road easement and South Line of the herein described tract;

THENCE continuing with the North Line of the herein described tract East 1822.41 feet to a 1/2" iron pin in a fence line on the West Line of the Harper Road (FM 783) the Northeast Corner of this tract;

THENCE with the West Line of Harper Road and fence line S 10 deg. 28' W 1123.97 feet; S 04 deg. 32' W 308.48 feet to the place of beginning.

Also conveyed herein is the non-exclusive right of ingress and egress over and along the existing improved road hereinafter described, being 40 feet wide, the center line of which said road is described as follows, to-wit:

BEGINNING at a point in the West Line of Harper Road (FM 783), said point being the common corner of a 12.3413 acre tract and a 184.464 acre tract, said Place of Beginning being the Center Line of the following described 40-foot wide road easement; said 40-foot wide road easement lying 21 feet on each side of said Center Line, and from said Place of Beginning the Northwest Corner of the L. A. Patillo Survey bears North 1985.76 feet and West 7553.36 feet;

THENCE with the common line of said 12.3413 acre tract and said 184.464-acre tract S 70 deg. 10' W 228.22 feet; S 63 deg. 25' W 240.81 feet; S 69 deg. 16' W 162.22 feet; S 78 deg. 36' W 241.82 feet to a point from which the Center Line of the 40-foot wide road easement for access to the 37.6587-acre tract bears S 79 deg. 29' W 180.33 feet; S 89 deg. 24' W 409.05 feet and N 03 deg. 11' W 191.54 feet;

THENCE across said 184.464-acre tract as follows: N 40 deg. 47' W 45.97 feet; N 25 deg. 08' W 1312.68 feet; N 12 deg. 25' W 119.04 feet; N 24 deg. 01' W 398.21 feet to a point in the North Line of said 184.464-acre tract;

THENCE with the North Line of said 184.464-acre tract N 84 deg. 30' W 298.85 feet; N 88 deg. 08' W 635.30 feet; N 83 deg. 15' W 272.77 feet; N 88 deg. 49' W 367.22 feet; S 89 deg. 37' W 604.43 feet; S 49 deg. 32' W 396.36 feet; S 84 deg. 13' W 663.01 feet to the termination point of said Center Line of said 40-foot wide road easement in the East Line of a 104.771 acre tract.

GRANTORS herein also reserve unto themselves, their successors, their heirs, executors, administrators and assigns the right to use said above-described road easement.

SUBJECT to any utilities easements as the same exist of record or are apparent on the ground.

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 Robert T. Hodge and wife, La Nelle E. Hodge, their heirs and assigns forever, SUBJECT, however to the covenants and restrictions hereinafter set out, and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said

Robert T. Hodge and wife, La Nelle E. Hodge, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But the above conveyance is subject to the covenant, heroby made by Grantees, and the condition that neither the aforesaid property, nor any part thereof, shall be used by the said Robert T. Hodge and wife, La Nelle E. Hodge, their heirs, nor assigns, nor grantees, for the raising of hogs or operation of a hog farm or farms, for the operation of a dog kennel or of dog kennels, or for the practice of veterinary medicine or for the operation of a trailer park or parks, or mobile home park or parks, and no mobile home shall be placed thereon, and no dwelling house shall be built thereon containing less than 1,000 square feet of floor space; that neither the aforesaid Robert T. Hodge and wife, La Nolle E. Hodge, nor their heirs or assigns, shall sell or allow to be sold any alcoholic or intoxicating beverages on the aforesaid property; such covenants and conditions to be binding upon and to be observed by the Grantees herein, as well as their heirs, executors, administrators and assigns for a period of ten (10) years from the date hereof, and to be enforceable by any person who shall hereafter own any of the above described property.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands, this 2 day of June

A. D. 1972.

FILED FOR RECORD

at 2:20 o'clock P.M.

JUN 5 1972
E. R. Stewart
Cubie Stewart
Buell H. Stewart
Ruth Stewart

E. R. Stewart
Cubie Stewart
Buell H. Stewart
Ruth Stewart

THE STATE OF TEXAS I
THE COUNTY OF KERR I

VOL 156 PAGE 229

BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared E. R. Stewart and Cubie Stewart, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein



GIVEN under my hand and seal of office, this 2 day of June, A. D. 1972.

Evelyn P. Smith
Notary Public in and for Kerr County, Texas
EVELYN P. SMITH
Notary Public for And Within
The County of Kerr, State
of Texas
My Commission Expires June 1, 1973

THE STATE OF TEXAS I
THE COUNTY OF KERR I

BEFORE ME, the undersigned authority, a Notary Public

in and for Kerr County, Texas, on this day personally appeared Cubie Stewart, wife of E. R. Stewart, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Cubie Stewart, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN under my hand and seal of office, this 2 day of June, A. D. 1972.

Evelyn P. Smith
A Notary Public in and for Kerr County, Texas
EVELYN P. SMITH
Notary Public for And Within
The County of Kerr, State
of Texas
My Commission Expires June 1, 1973

THE STATE OF TEXAS I
THE COUNTY OF Kerr I

BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared Buell H. Stewart and Ruth Stewart, his wife, known to me to be the

persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.



GIVEN under my hand and seal of office, this 2

day of June, A. D. 1972.

Evelyn P. Smith
Notary Public in and for Kerr County, Texas.

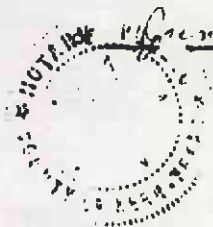
EVELYN P. SMITH
Notary Public for And Wilkes
The County of Kerr State
of Texas
My Commission Expires June 1, 1973

THE STATE OF TEXAS)

THE COUNTY OF Kerr)

BEFORE ME, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared Ruth Stewart, wife of Buell H. Stewart, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruth Stewart, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 2 day



June, A. D. 1972.

Evelyn P. Smith
Notary Public in and for Kerr
County, Texas.

EVELYN P. SMITH
Notary Public for And Wilkes
The County of Kerr State
of Texas
My Commission Expires June 1, 1973

Filed for record June 5, 1972 at 2:20 o'clock P. M.
Recorded June 8, 1972
EMIE M. MUENKER, Clerk

By Margaret Muenker Deputy

THE STATE OF TEXAS §
 COUNTY OF KERR §

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 Kerr County, Texas (hereinafter collectively called the "Developer"), being the owners of that certain tract of land known as "Agua Vista Estates", and being more particularly described by the plat (said plat being made a part hereof for all purposes) of said subdivision recorded on December 10, 1973, in Volume 3, Page 158 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 or 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 or 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.

GENERAL RESTRICTIONS

1. No lot shall be re-subdivided except Lots 7, 8, and 9 which may be re-subdivided one time, but not into more than two (2) tracts and in no event shall any lot thus created contain less than two (2) acres.

2. No lot in the Subdivision or any part thereof, other than Lot 5, 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 quest 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 fifty feet (50') to the boundary of any street or road in the Subdivision and no part of any residence or building shall be closer than twenty feet (20') 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 install prior to February 15, 1974, a water system for the Subdivision and 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 Agua 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 Agua 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 4th day of December, 19 73.

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

FILED FOR RECORD

at 3:35 o'clock P.M.,

DEC 10 1973

Emmie M. Muesher,
Clerk County Court, Kerr County, Texas

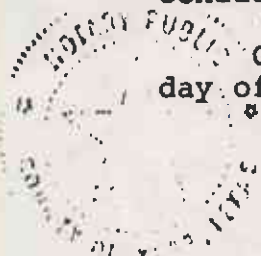
By Beaul M. Ewen Deputy

THE STATE OF TEXAS §

COUNTY OF KERR §

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 5th day of December, A.D. 19 73.



Arnell Bastian
Notary Public in and for
KERR County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

ARNELL BASTIAN
Notary Public
Kerr County, Texas

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 5th day of DECEMBER, A.D. 19 73.



Arnell Bastian
Notary Public in and for
KERR County, Texas

ARNELL BASTIAN
Notary Public
Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

VOL. 169 PAGE 196

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 4th day of December, A.D. 1973.



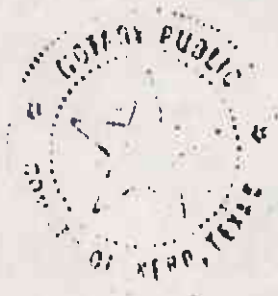
Ruth T. King
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

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 5th day of December, A.D. 1973.



Arnell Bastian
Notary Public in and for
KERR County, Texas

ARNELL BASTIAN
Notary Public
Kerr County, Texas

Filed for record December 10, 1973 at 3:35 o'clock P.M.
Recorded December 13, 1973
EMMIE M. MUENKER, Clerk

By Melinda Aluena Deputy