

804537

RESTRICTIONS

GREENWOOD FOREST NO. 4 VOL. 238 PAGE 620

4

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That we, DAN H. JOHNSON and wife, MARGARET L. JOHNSON, hereinafter called GRANTORS, being the owners of all of the following described lands located and lying and being situated in Kerr County, Texas, to-wit:

All of Lots 1 thru 29, inclusive of Greenwood Forest No. 4, according to the plat and plan thereof duly recorded in Volume 4, Page 226, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential lots in said Greenwood Forest No. 4, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in Greenwood Forest No. 4, and each contract or deed which may be hereafter executed with regard to any of the residential lots in said Greenwood Forest No. 4, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the street and road to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in and to GRANTORS the following rights, titles, and easements, which reservations shall be considered a

part of the land and construed as being adopted in each and every contract, deed and other conveyance executed or to be executed by or on behalf of GRANTORS in the conveyance of said property or any part thereof.

1.

The street and road as shown on said map or plat are hereby dedicated to the use of the public.

2.

No lot shall be used for anything other than family residential purposes.

3.

No poultry or livestock shall be kept upon such premises.

4.

No dwelling shall be constructed which contains less than 1500 (fifteen hundred) square feet, exclusive of porches and garages, that such dwelling shall have at least 1-1/2 (one and one-half) bath and double carport.

5.

Dwelling shall be constructed no nearer than 45 (forty-five) feet from the street upon which said lot fronts, and that no out building shall be constructed nearer than 75 (seventy-five) feet from such street, not less than 6 (six) feet from side property lines, and no more than 1 (one) residence shall be built on any one lot without the written consent of GRANTORS being had thereto.

6.

Plan and building to be approved by GRANTORS in writing, construction of dwelling must be conventional (no prefabricated structure to be used) with exterior wall of 75 (seventy-five) per cent masonry.

7.

No fence can be erected closer to the curb than the 35 (thirty-five) feet from front property line; fences must be constructed of wood (cedar or redwood), chain link or masonry.

No house trailer or mobile home shall be parked, placed or left standing on any part of said premises or adjacent street; tent trailer, camper or any other type of portable shelter commonly pulled by passenger car or carried upon or pulled by pickup, parked on premises shall be no closer than 6 (six) feet of lot line or 75 (seventy-five) feet of front property line and must be neat in appearance and concealed.

9.

Lot purchased without intent of construction must be kept clean and orderly, must not be used for storage or parking of any type of vehicle or equipment.

10.

The construction of any dwelling upon the hereinbefore described property is to conform with the building code for the City of Kerrville, Texas.

11.

No burning of trash, garbage, wood, leaves, paper or any other substance shall be committed on any lot within the subdivision.

12.

Household pets shall be limited to not more than three (3) and all dogs shall be on leash or confined within a yard fence adequate to confine the animal within its owner's lot or lots.

13.

No commercial vehicle, including, but not limited to, cars, trucks, tractor-trailer or other similar vehicles shall be parked in any area of the subdivision and no vehicle shall be permanently parked in the dedicated streets.

14.

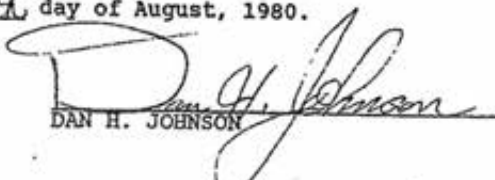
No drilling for oil and/or gas or mining operations of any kind shall be commenced upon any part of Greenwood Forest No. 4 other than to obtain drinking water (and then only with GRANTORS' consent thereto first having been obtained).

These covenants and restrictions shall run with the land, and shall be binding upon GRANTORS, their successors and assigns, and all persons or parties claiming under them, for a period of twenty-five (25) years from the date hereof, at which time they shall be automatically extended for a successive period of ten years each, unless prior to the expiration of such ten year period the then owners of a majority of lots in Greenwood Forest No. 4 shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

If the GRANTORS herein, or any of their successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

In the event any one, or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid, by reason of abandonment, waiver or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 19th day of August, 1980.


DAN H. JOHNSON


MARGARET L. JOHNSON

Filed 26 Day of Aug., A.D. 19 80
ELECTED 11: 30 AM, 3: 25 PM
Clerk County Court for County, Texas
By Betty J. Lacey Deputy

THE STATE OF TEXAS §

VOL. 238 PAGE 624

COUNTY OF KERR §

County of Galveston

BEFORE ME, the undersigned authority, on this day personally appeared DAN H. JOHNSON and MARGARET L. JOHNSON, 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, this the 19th day of August, 1980.

Carol M. Broussard
Notary Public in and for Galveston
~~Kerr~~ County, Texas

My commission expires: 2-6-84



Carol M. Broussard
Stamped or printed name of notary