

→ 6

2889

RESTRICTIONS
GREENWOOD FOREST

STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

THAT I, E. R. KEITH, hereinafter called GRANTOR, being the owner of the certain 98.044 acre tract of land, more or less, being out of the L. Crawson Survey No. 127, Abstract No. 97, Kerr County, Texas, which has heretofore been platted into that certain Subdivision known as Greenwood Forest, according to the plat of said subdivision filed for record in the office of the County Clerk of Kerr County, Texas, on the 15th day of November, 1972, Plat Records of Kerr County, Texas, recorded in Vol. .3, page 123, 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, 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, and each contract or deed which may be hereafter executed with regard to any of the residential lots in said Greenwood Forest, 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 GRANTOR 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 GRANTOR 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 will 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, no more than 1 (one) residence shall be built on any one lot without the written consent of GRANTOR being had thereto.

6.

Plan and building to be approved by GRANTOR 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.

8.

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.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, his successors and assigns, and all persons or parties claiming under him, for a period of twenty-five years from the date hereof, at which time he 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 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 GRANTOR herein, or any of his 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 15th day of November, 1972.



E. R. Keith

THE STATE OF TEXAS Y
COUNTY OF KERR Y

BEFORE ME, the undersigned authority, on this day personally appeared E. R. KEITH; 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, this the 15th day of November, 1972.

Nancy L. Sigala
Nancy L. Sigala
Notary Public in and for Kerr County, Texas

FILED FOR RECORD

at 12:55 o'clock P.M.,

JUN 28 1973

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

Christy L. Hill Deputy

Filed for record June 28, 1973 at 12:55 o'clock P. M.
Recorded July 5, 1973
EMMIE M. MUENKER, Clerk

By *Margaret Muenker* Deputy

WARRANTY DEED

118

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

THAT E. R. KEITH, hereinafter referred to as "Grantor", of the County of Kerr, State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash to us in hand paid by JEAN R. WARNER, hereinafter referred to as "Grantee", whether one or more, receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, the property lying and being situated in Kerr County, Texas, together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon (collectively, the "property") described as follows:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being Lot 18, Block 8, Greenwood Forest No. 6, according to the Plat recorded in Volume 5, Page 54, being a Replat of Volume 5, Page 15, and Plat recorded in Volume 3, Page 123, all being recorded in Plat Records, Kerr County, Texas; SAVE AND EXCEPT therefrom the most Southeasterly 3.4 feet of said Lot 18, Block 8, Greenwood Forest No. 6, said property having been previously conveyed to JAMES D. WARNER, JR. and wife, JEAN R. WARNER, by Deed dated August 26, 1986, recorded in Volume 390, Page 715, Real Property Records of Kerr County, Texas.

This conveyance is made subject to the following easements and exceptions:

1. All those recorded in Volume 165, Page 62 and amended by Volume 178, Page 606, and Volume 230, Page 479, Deed Records of Kerr County, Texas.
2. Building setback line 45 feet from street upon which said lot fronts as set out in restriction recorded in Volume 165, Page 62, Deed Records, Kerr County, Texas.
3. Building setback line 25 feet on the front lot line and 6 feet from any interior lot line, as set out on Plat recorded in Volume 5, Page 54, Plat Records, Kerr County, Texas.
4. Utility easement 10 feet in width along and abutting street right of way lines, rear and side lines,

including locations as necessary for pole guys with anchor, and for service lines across lots as required, as reserved and set out on Plat recorded in Volume 5, Page 15, and on Plat recorded in Volume 5, Page 54, Plat Records, Kerr County, Texas.

5. Any visible and/or apparent roadway or easements over or across the subject property.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, subject as aforesaid, unto Grantee, and Grantee's heirs, legal representatives, successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject as aforesaid, unto Grantee, and Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND on this the 29th day of December, 1989.

E. R. Keith
E. R. KEITH

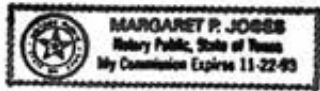
Return to:
Grantee's name and address:
Jean R. Warner
21 Westwood
Kerrville, Texas 78028

THE STATE OF TEXAS {
COUNTY OF KERR {

This instrument was acknowledged before me on this the 29th day of December, 1989, by E. R. KEITH.

Margaret P. Jones
Notary Public in and for
The State of T E X A S
Printed Name: _____
Commission Expires: _____

✓ THIS INSTRUMENT FILED BY:
COMPUTILES, INC.
ONE SCHREINER CTR. No. 101
KERRVILLE, TX. 78028



FILED FOR RECORD
at 3:28 o'clock P.M

JAN 5 1990

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Lou Hudson Deputy

I hereby certify that the instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County Texas on

JAN 5 1990



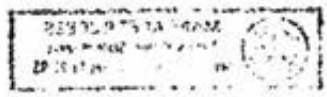
Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN Real Property
FILE DATE: Jan 5, 1990
FILE TIME: 1:28 O'CLOCK P M
VOL. 534 PAGE 688
RECORDING DATE

JAN 5 1990



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Ruby [Signature]
Deputy



Vol. 534 PAGE 691

FILED FOR RECORD

at 3:28 o'clock P.M

JAN 5 1990

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Patricia Dye Clerk

MARK PRISLOVSKY
ATTORNEY AT LAW
104 PLAZA DRIVE
KERRVILLE, TEXAS 78028