

8161

RESTRICTIONS

GREENWOOD FOREST NO. 9

THE STATE OF TEXAS ()
COUNTY OF KERR ()

KNOW ALL MEN BY THESE PRESENTS:

That I, MARGARET L. JOHNSON, hereinafter called GRANTOR, being the owner of all of the following described lands located and lying and being situated in Kerr County, Texas, to-wit:

All of Lots 1 thru 5, Block 25, Section 9, Lots 1 thru 6, Block 26, Section 9 and Lots 1 thru 2, Block 27, Section 9 of Greenwood Forest No. 9, according to the plat and plan thereof duly recorded in Volume 5, Page 156, 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. 9, 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. 9, and each contract or deed which may be hereafter executed with regard to any of the residential lots in said Greenwood Forest No. 9, 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 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 shall have at least 2 (two) baths and double garage.

WALTON PAGE 627

5.

Dwelling shall be constructed no nearer than 35 (thirty-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 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.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, 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. 9 shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of

1991.12.19 PAGE 5-3

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 her 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 December, 1991.

Margaret L. Johnson
MARGARET L. JOHNSON

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

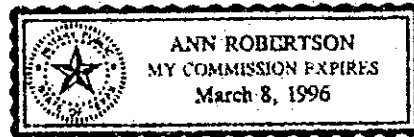
STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 20th day of December by Margaret L. Johnson.

Ann Robertson
Ann Robertson

Any provisions herein which restricts the sale rental or use of the described real property because of color or race is invalid and unenforceable under Fed. 28 (a) - THE STATE OF TEXAS) COUNTY OF KERR
I hereby certify that this 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



DEC 20 1991



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RETURN TO:
KERRVILLE TITLE COMPANY
1456 Sidney Baker
Kerrville, Texas 78026

Filed By
Kerrville Title Company

RECORDED IN *Book 619*
FILE DATE *Dec 20 1991*
FILE TIME *2:33* O'CLOCK *P* M
VOL *619* PAGE *534*
RECORDING DATE

FILED FOR RECORD
4:37 o'clock *P* M
DEC 20 1991
PATRICIA DYE
Clerk County Clerk, Kerr County, Texas
Patricia Dye

DEC 20 1991



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY *Patricia Dye*
Deputy