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RESTRICTIVE COVENANTS FOR
STONE CREEK II, UNIT ONE

COUNTY CLERK COMAL COUNTY

BY Charlene Holtz
7.00 Pd.

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

That MENAN C. SCHRIEWER, TRUSTEE, being the owner of the land and premises hereinafter described for the purpose of evidencing and setting forth a substantial uniform plan of development which MENAN C. SCHRIEWER, TRUSTEE has adopted for such lands and premises, does hereby covenant and provide that MENAN C. SCHRIEWER, TRUSTEE as well as his heirs and assigns, and all parties holding title by, through and under MENAN C. SCHRIEWER TRUSTEE shall hereafter have and hold title to the following described land and premises, to-wit:

Stoney Creek II, Unit One, a subdivision located in Comal County, Texas, according to a map or plat of said subdivision recorded in Volume 6, pages 14-15 of the Map and Plat Records of Comal County, Texas.

subject to the following restrictions, reservations and covenants which are hereby imposed upon said properties as covenants running with the land, and which I agree shall be binding upon and shall be observed by myself, my heirs and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any real property in Stoney Creek II, Unit One, to-wit:

1) These restrictions are established for the mutual benefit of the owners. Said restrictions shall, as hereinafter provided, be construed as covenants running with said land binding upon the developer, their heirs, successors, executors, administrators and assigns, as provided herein.

2) No housetrailer, mobile home or temporary structure of any character may be placed, constructed or maintained on any of said lots.

3) In no event shall any residence be erected on any of said lots having a living area of less than one thousand four hundred (1,400) square feet, exclusive of porches, garages or other appendages. A minimum of forty percent (40%) of the outer walls of the residence and garage must be constructed of masonry, rock or brick, or wood siding. No asbestos siding can be used.

4) No building, or other structure shall be erected on any lot nearer than one hundred feet (100) from any street nor closer than fifty feet (50) from any property line.

5) No animals other than domestic pets, horses, cattle, chickens, sheep and goats shall be permitted on any of said lots. Such animals may be kept on a lot if restrained within a fenced enclosure. No swine of any kind may be permitted on any of the said lots.

6) No signs or advertising device may be displayed on any lot except in the event of sale. There may be one for sale sign per lot, said sign containing no more than six (6) square feet in size.

7) No outside toilets will be permitted, and no installation of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the proper governmental agencies and authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

8) Non-Commercial use of lots. None of said lots, or the improvements erected thereon, shall be used for any commercial or business use.

9) No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any lot, vacant or otherwise.

10) Abandoned vehicles or inoperative vehicles must not remain on any lot for a period of more than ten (10) days. Trailers and commercial vehicles must be placed on lots so as not be visible from any public street.

11) These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty-one percent (51%) of the lots as shown by the deed records of Comal County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record owners and the recording of same in the office of the County Clerk of Comal County, Texas.

12) The developer or other persons having any right, title or interest in any lot, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations.

13) Violations of any restriction or condition or breach of any covenant herein contained shall give the developer or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the owner, and the developer, or its agents, shall not hereby be deemed guilty of any manner of trespass for such entry, abatement or removal. For these purposes, "Owner" shall be defined as either the legal or equitable title holder of the property, both jointly and severally, with the express exception that in cases where legal title is held by the Texas Veteran's Land Board and equitable title is held by a Veteran purchaser under the Veteran's Land Board Contract

purchase program, Owner shall be defined during the existence of such Contract as only the equitable title holder of the property.

14) This property may be subdivided into smaller tracts at any time. However, any subdivision of five (5) acres or below must meet all government regulations. Nothing herein contained shall be interpreted to prevent or interfere with the right of a veteran purchaser under the Texas Veteran's Land Board program to request and receive from the Veteran's Land Board a partition of a one acre homestead from the Board.

15) The right is expressly reserved to the developer and his successors and assigns, to interpret any and all conditions limitations and restrictions but such right shall be without prejudice to the rights of enforcement prescribed in the above paragraphs.

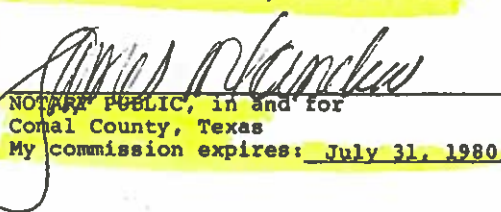
EXECUTED this the 27th day of March, 1980.


MENAN C. SCHRIEWER, TRUSTEE

THE STATE OF TEXAS §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared MENAN C. SCHRIEWER, TRUSTEE, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND and SEAL OF OFFICE, this the 27th day of March, 1980.


NOTARY PUBLIC, in and for
Comal County, Texas
My commission expires: July 31, 1980



194723

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONSSTATE OF TEXAS §
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, JAMES A. TAYLOR, Trustee, hereinafter called the Declarant, is the owner of all that certain real property located in Comal County, Texas, described as follows:

236.95 acres of land, being 39.45 acres out of the Levi Dikes Survey No. 412, and being 16.50 acres out of the El Paso Irrigation Co. Survey No. 765, and also being 181.0 acres out of the Edward Ryan Survey No. 411; said 236.95 acres also being out of a 425 acre tract conveyed to R.L. Brand & Son, and recorded in Volume 136, Pages 563 to 566 in the Deed Records of Comal County, Texas and being more fully described in Field Note Description attached hereto as Exhibit "A" and made a part hereof for all purposes.

WHEREAS, the Declarant will convey the above described property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONSOwner

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any tract, lot or portion of a lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02 "Properties" shall mean and refer to that certain real property hereinbefore described.

Lot

1.03 "Lot" shall mean and refer to any portion of the land herein described.

Declarant

1.04 "Declarant" shall mean and refer to JAMES A. TAYLOR, Trustee, his successors and assigns.

ARTICLE TWO

USE RESTRICTIONS

2.01 All tracts shall be used for residential purposes only.

2.02 No tract may be subdivided into less than five (5) acres unless written approval is given by Declarant.

2.03 Any residence constructed on any tract less than five (5) acres in size must contain not less than 1,750 square feet of living area and have not less than 75% of its exterior ground floor walls constructed of masonry materials. Any deviation in size or materials must first be approved in writing by the Declarant to assure excellence in construction.

2.04 Any residence constructed on any tract containing five (5) acres or more must contain not less than 1,500 square feet of living area and have not less than 75% of its exterior ground floor walls constructed of masonry materials.

2.05 No house trailers, modular homes, move-on homes or structures of any kind may be moved on to the property. With Declarant's approval, structures of an historical nature may be moved onto the property.

2.06 Any construction not completed within six (6) months from commencement shall have all unused building materials and debris neatly stacked and screened from view of main roads and neighbors. If this time period is violated without express permission from Declarant, then Declarant shall have the right to erect suitable screening and charge the property owner for doing so.

2.07 No structure may be constructed nearer than 75' to front of property line, nor nearer than 50' to side property lines.

2.08 No building or structure may be constructed on any tract until building plans and specifications have been approved in writing by Declarant or his assigns.

2.09 Livestock may be kept on any tract with the exception of pigs and hogs. No commercial breeding of animals or fowl.

2.10 No tract shall be used or maintained as a dumping ground for rubbish. No junk, wrecking or storage yards shall be located on any tract. Any and all refuse must be disposed of in a manner which is not obnoxious or offensive to the area.

2.11 No noxious, offensive, unlawful or immoral use shall be made of the premises.

2.12. All tracts are subject to easements and restrictions of record.

ARTICLE THREE

GENERAL PROVISIONS

Enforcement

3.01 The Declarant, R.L. BRAND, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed

by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Declarant agrees to join R.L. BRAND in any action or actions instituted by R.L. BRAND against any Owner.

Severability

3.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

3.03 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent (90%) of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Comal County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarant, this 15th day of October, 1980.


JAMES A. TAYLOR, Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF ~~ARMAR~~ *CHAMAL* §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES A. TAYLOR, 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 and in the capacity therein stated.

Given under my hand and seal of office on this the 20
day of SEPTEMBER, 1900.



[Signature]
NOTARY PUBLIC IN AND FOR ~~ARMAR~~
COUNTY, TEXAS *Chamal*

RONALD W. NAUMANN

Beginning at a fence corner in the South line of the Levi Dikes Survey No. 412, said point being N 83° 49' 00" E 323.0 feet from the Southwest corner of said Survey No. 412 for an angle point of this tract;

Thence N 27° 53' 04" W 613.02 feet along existing fence to a point for an angle point of this tract;

Thence N 11° 02' 25" E 223.30 feet along existing fence to a point for an angle point of this tract;

Thence N 27° 37' 42" E 118.05 feet along existing fence to a point for an angle point of this tract;

Thence N 04° 39' 53" E 173.66 feet along existing fence to a point for an angle point of this tract;

Thence N 15° 22' 14" W 200.13 feet along existing fence to a point for an angle point of this tract;

Thence N 30° 17' 24" W 51.08 feet along existing fence to a point for an angle point of this tract;

Thence N 06° 02' 35" E 955.70 feet along existing fence to a point for an angle point of this tract;

Thence N 58° 52' 26" E 492.52 feet to a point for an angle point of this tract;

Thence S 59° 22' 12" E 60.0 feet to a point for a corner of this tract;

Thence N 30° 37' 48" E 176.35 feet along said fence to a fence corner for a corner of this tract;

Thence S 88° 17' 07" E 30.38 feet along existing fence to a point in the Southwest R.O.W. line of State Hwy. 46 for a corner of this tract; 230.950 across.

Thence S 38° 15' 00" E 167.60 feet along said R.O.W. line to a point for a corner of this tract;

Thence S 00° 20' 00" E 1876.80 feet along existing fence to a point for an angle point of this tract;

Thence S 04° 42' 37" E 154.23 feet along existing fence to a point for an angle point of this tract;

Thence S 00° 24' 14" E 154.86 feet along existing fence to a point for a corner of this tract;

Thence, with fence, S 64° 40' E 501.8 feet, S 25° 20' W 7.5 feet; and S 65° 30' E 305.5 feet to a stake by a corner post;

Thence, with fence, N 59° 37' E 435 feet, and N 37° 23' E 1311 feet to a stake on a creek bank;

Thence, with fence, S 54° 35' E 307 feet; S 16° 20' E 1012.3 feet; S 14° 20' W 223 feet; S 03° 53' W 359.6 feet; S 15° 05' E 341.5 feet; S 35° 35' E 152.5 feet; S 46° 30' E 363.5 feet; S 26° 10' E 253.2 feet; S 10° 20' W 399 feet; S 25° 10' W 153.5 feet; and S 38°

Exhibit "A"

DIM ORIGINAL

DIM ORIGINAL

20° W 220.3 feet to a stake at an old rock fence corner in the South
line of said Edward Ryan Survey

Thence with the South line of said Edward Ryan Survey as fenced,
S 89° 40' W 2944 feet to a stake rock mound at its Southwest corner;

Thence N 11° 45' W 2723.6 feet along existing fence to the place
of beginning and containing 236.950 acres of land, more or less.

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FILED FOR RECORD

1980 OCT 24 PM 2:44

IRENE S. NUHN
COUNTY CLERK COMAL COUNTY

at Kathy Markertman
\$12.00