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MOUNTAIN VIEW SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

289.11

THE STATE OF TEXAS § KNOW ALL MEN BY THESE
COUNTY OF BANDERA § PRESENTS:

THAT WHEREAS, William E. Lehr, Trustee, as Trustee for Bandera 605 Acre Joint Venture, a Texas Partnership, hereinafter called the Declarant, is the owner of all that certain real property located in Bandera County, Texas described as follows:

601.066 acres of land situated in Bandera County, Texas about 11.8 miles S 56° E of the County seat in Bandera, Texas and being 117.190 acres out of the G.C.S.D. & R.G.N.G.R.R. Co. Survey No. 297, 49.767 acres out of the G.C. & S.F.R.R. Co. Survey No. 299, 155.056 acres out of the NE 1/4 of the George T. Lincoln Survey No. 302, 122.703 acres out of the SE 1/4 of the George T. Lincoln Survey No. 302 and 150.350 acres out of the G.C. & S.F.R.R. Co. Survey No. 303.

WHEREAS, the Declarant will convey the above described property as Mountain View Subdivision, subject to certain protective covenants, conditions, and restrictions, 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 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 interests in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

I

DEFINITIONS

(1) "Lot" shall mean any platted lot as shown in the plat

of Mountain View Subdivision, to be recorded in the Map and Plat Records of Bandera County, Texas, or any platted lot as shown in the plat of any subdivision hereinafter created from any platted lot within Mountain View Subdivision.

(2) "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said subdivision, but excluding those having such interest merely as security for the performance of an obligation. It is specifically understood that a portion of the Lots of the Mountain View Subdivision may be sold to the Veterans Land Board of Texas. Notwithstanding the interest of the Board arising from such sales, the Board shall not be considered to be an "owner" under the terms of this Declaration. Instead, the Veteran contracting to purchase any Lot from the Board shall be considered as the "owner" of any such Lot. The mere execution of the contract of sale between a Veteran and the Veterans Land Board of Texas for any Lot in the Mountain View Subdivision shall signify that such Veteran accepts, ratifies and will comply with the terms of this Declaration.

(3) "Declarant" shall mean and refer to William E. Lehr, Trustee, as Trustee for Bandera 605 Acre Joint Venture, its successors and assigns.

II

USE RESTRICTIONS

(1) All Lots shall be used for residential and recreational purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than a single family dwelling. No shack, shanty, or lean-to shall be erected thereon. Notwithstanding the foregoing stock animals and horses may be allowed on any Lot provided they are fenced or corralled and not allowed to run wild. A prefabricated structure, mobile home or trailer may be considered a single family dwelling and may be situated upon any Lot, provided such prefabricated structure, mobile home or trailer will contain a minimum of 700 square feet. Said prefabricated

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structure, mobile home or trailer must also be situated upon a firm and permanent foundation with any wheels removed. Any prefabricated structure, mobile home or trailer shall be "skirted", which skirting will be placed around the entire base of the prefabricated structure, mobile home or trailer and shall extend to the ground.

(2) No temporary structure shall be placed or erected on any Lot for longer than any two week period. Neither a prefabricated building nor a mobile home or trailer shall be considered a temporary structure for the purposes of this restriction provided it meets the standards for a single family dwelling as described under Article II (1) above.

(3) No building shall be located on any Lot any closer than 150 feet from any public road and no closer than 50 feet from any Lot property line. Provided, however, if adjoining Lots are purchased by one owner, the 50 foot building setback line requirement shall be inapplicable to the adjoining property line between said Lots.

(4) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.

(5) No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition.

(6) No signs of any character shall be allowed on any Lot except signs of the owner or his real estate agents or broker advertising the property for sale or rent, provided however, this restriction shall not apply to property owned by the Declarant during the sales period of this Subdivision.

(7) No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot.

No derrick or other structure designed for the use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

III

SUBDIVISION OF LOTS

Any platted Lot may be subdivided by its owner, and each lot so created shall be subject to these covenants, conditions, and restrictions as if such created lot had been originally platted as a Lot of the Mountain View Subdivision, provided however, no lot so created shall be less than one (1) acre in area.

IV

SEVERABILITY

Invalidation of any one of these covenants, conditions, 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.

V

ROAD MAINTENANCE

Declarant shall maintain the roads to be situated on the above described property as shown on the Map or Plats of Mountain View Subdivision to be recorded in the Map or Plat Records of Bandera County, Texas until such time as the County undertakes maintenance, or Declarant has sold to Lot purchasers sixty percent (60%) of the Lots within the Subdivision, whichever occurs sooner. Upon sale of sixty percent (60%) of the Lots within the Subdivision prior to the County undertaking road maintenance, individual Lot owners shall be legally responsible and personally liable for road maintenance expenses in such amount as the total area of any such owners' Lot bears to the total Lot area of the Subdivision. Declarant shall be considered to be the owner of any Lots which Declarant owns. Declarant shall determine the amount of road maintenance expenses any Lot owner is responsible for and shall collect and administratively

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be executed this 10th day of July, 1981.

William E. Lehr
WILLIAM E. LEHR, Trustee,
As Trustee for Bandera 605
Acre Joint Venture

WITNESSED AND SUBSCRIBED AND SIGNED, this 10 day of July 1981.

David F. ...
Public Notary - TX

STATE OF TEXAS
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 10th day of July, A.D. 19 81, with its certificate of authentication was filed for record in my office the 20th day of July, A.D. 19 81 at 10:20 o'clock A.M. and duly read the 24th day of July, A.D. 19 81 at 3:45 o'clock P.M., in the Book Records of said County in Volume 205 on Page 1089-1093.

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT
Clerk County Court, Bandera County, Texas.
by David F. ...
Deputy

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heretofore filed is amended as follows, and as so amended it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following 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 restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

I.

Article II (3) of the Declaration heretofore filed is omitted in its entirety, and the following Article II(3) is substituted in lieu thereof:

(3) No building shall be located on any Lot any closer than 100 feet from any public road and no closer than 50 feet from any Lot property line.

II.

The property described in the Declaration heretofore filed of record in Volume 205, page 1089 of the Deed Records of Bandera County, Texas, and described above, shall be known as Mountain View Subdivision, which property will be more particularly described and platted in such name in the Map and Plat Records of Bandera County, Texas.

III.

All other provisions of said Declaration heretofore filed are carried forward, ratified, affirmed and adopted, as if said provisions were copied verbatim herein.

Signed this 11th day of December, 1981, to be effective July 10, 1981.

BANDERA 605 ACRE JOINT VENTURE

By

William E. Lehr
WILLIAM E. LEHR,
General Partner

William E. Lehr
WILLIAM E. LEHR, AS Trustee
for Bandera 605 Acre Joint
Venture

THE STATE OF TEXAS 3
COUNTY OF 4

Before me, the undersigned authority, on this day personally appeared William W. Lehr, 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 13th day of December, 1981.

Mary C. Lush
Notary Public in and for
Brewer County, Texas Exp. Date 1/1/84

THE STATE OF TEXAS 4
COUNTY OF 5

Before me, the undersigned authority, on this day personally appeared William W. Lehr of Mountain View, a Joint Venture 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said Joint Venture.

Given under my hand and seal of office on this 13th day of December, 1981.

Mary C. Lush
Notary Public in and for
Brewer County, Texas Exp. Date 1/1/84

STATE OF TEXAS
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of said County do hereby certify that the foregoing INSTRUMENT OF WRITING, made on the 13th day of December A.D. 1981 with its certificate of authentication was filed for record in my office on the 17th day of December A.D. 1981 at 4:31 o'clock P. M. and duly recorded on the 23rd day of December A.D. 1981 at 4:35 o'clock P. M. in the Deed Records of said County in Volume 209 on Page 809-811.

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT
Clerk County Court, Bandera County, Texas.

By *Bonnie Bruce*
Bonnie Bruce Deputy

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