

VOL 244 p. 138

72343

THE STATE OF TEXAS

COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, First Investors Leasing Corporation is the fee simple owner of all lots in the subdivision known as Valley View Subdivision, out of the Elijah Clark and Francis M. Stovall Surveys in Hays County, Texas according to the map or plat thereof recorded in Volume 1, Page 131-132, Hays County Plat Records, and being the same property conveyed by Ted Breihan, Trustee to First Investors Leasing Corporation by deed dated May 5, 1971, recorded in Volume 243, Page 104, Hays County Deed Records.

NOW THEREFORE, the said First Investors Leasing Corporation does hereby impress all of said real property with the following restrictive covenants, which shall be covenants running with the land.

1. All the property shall be used for residential purposes only. No obnoxious or offensive trades or activities shall be carried on on any of the tracts in this subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in this area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the law of the local, state or federal governments. No domestic animals shall be kept on the property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity, and no cows, sheep, swine or other livestock of any kind shall be kept, with the exception of one horse per each 2-1/2 acres, such horse being fenced at all times when not in use.

2. No residence shall be built or maintained of an area of less than 1500 square feet including covered porches and attached garages. Residences shall be built at least 50 feet from any road in the subdivision and not closer than 50 feet from side boundaries

of this property. The exterior of the residence shall be finished and if of a material other than brick, stone, asbestos or material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, basement, shack or barn or other outbuildings shall at any time be used as a residence either temporarily or permanently. All outbuildings shall be located to the rear of the residence except the garages may be attached to the residence. When construction of any improvement is begun it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. And as a part of this restrictive covenant Seller reserves the right to examine plans of proposed buildings before construction begins and if same are not satisfactory in architectural or engineering design consistent with other improvements in the subdivision Seller may refuse to approve such construction. Likewise, no house or other improvement may be moved onto any lot in this subdivision without prior written approval from Seller. However, after one-half of the lots in said subdivision have been sold, the owners thereof shall form an architectural review committee, to be constituted and regulated according to the wishes of said owners, which committee shall succeed to the right reserved by said subdivider to examine the plans of proposed buildings and to approve their construction.

3. No billboards shall be erected or maintained on any of the property covered by this contract.

4. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. All water and sanitary facilities shall be of a design approved by the County and State Health Departments. No cesspool shall ever be dug, used

vol 244 no 140

or maintained on any parcel of land in this subdivision and drainage of septic tanks or sewerage into roads, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions. Any resident in the subdivision shall, upon constructing any residence upon his tract, place a culvert at least 18 inches in diameter at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

5. The carrying and use of fire arms for recreation and/or hunting purposes within the limits of the subdivision is expressly prohibited.

6. No tract of land in the subdivision shall be less than two acres in size and such tract shall contain no more than one residence.

7. If parties hereto or any one of the buyers in this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the Seller or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person, or persons, from so doing by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall be effective for a period of twenty years from date hereof, however, any one or all such covenants may be altered, amended or cancelled by the owner or owners of such property to be

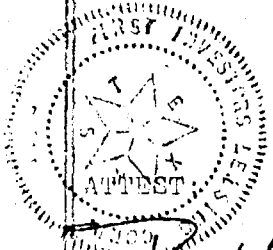
VOL 244 n. 141

entitled to one vote for each lot owned by it. At the end of said twenty year period, these restrictive covenants shall expire unless renewed prior to the expiration of said period by the owner or owners of the majority of the lots in said subdivision.

IN WITNESS WHEREOF the said corporation has caused these presents to be signed by its President, and its common seal to be hereunto affixed by its Secretary-Treasurer, this the 22 day of June, A. D. 1971.

FIRST INVESTORS LEASING CORPORATION

By Theodore W. Breihan
Theodore W. Breihan, President



THE STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared Theodore W. Breihan, President of First Investors Leasing Corporation, a corporation, 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, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of June, A. D. 1971.

Wm. S. Fitzgerald
Notary Public in and for
Hays County, Texas

THE STATE OF TEXAS
COUNTY OF HAYS

LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 28 day of June A.D., 1971 at 2:30 o'clock P.M., and duly recorded on the 29 day of June A.D., 1971 at 4:30 o'clock A.M., in the 138-141 Records of said County in Book Number 244 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton
LYDELL B. CLAYTON, Clerk of the County Court within and for the County

By Lydell B. Clayton Deputy

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AMENDMENT AND EXTENSION OF RESTRICTIVE COVENANTS

VALLEY VIEW SUBDIVISION

WHEREAS, on the 22nd day of June, 1971, the developer of Valley View Subdivision, First Investors Leasing Corporation did execute and file for record certain land use restrictions ("the Restrictions") for Valley View Subdivision, as platted and recorded in Volume 1, page 131, Plat Records of Hays County, Texas; and

WHEREAS, the Restrictions as recorded at Volume 244, page 138, Deed Records, Hays County, Texas, will expire on June 22, 1991, unless renewed by the owner or owners of a majority of the lots in the subdivision;

NOW, THEREFORE, the undersigned, representing the owners of a majority of the forty-six (46) lots in Valley View Subdivision, do hereby amend the Restrictions by adding a paragraph 8 as follows:

8. These restrictions shall automatically be renewed for successive ten (10) year periods, beginning June 22, 1991, and continuing thereafter indefinitely, unless by a vote of the owners of more than fifty (50%) percent of the lots in the Subdivision, these restrictions are modified or terminated.

As amended, these Restrictions are hereby extended to June 22, 2001, and for successive ten (10) year periods thereafter. Nothing contained herein shall be construed as amending or modifying the Restrictions in any other respect.

Dated as of the date the last owner signs.

William E. Adams - Barbara R. Schenck
Owner of Lot No. 41
Date of Signature 6-14-90

Joseph E. Wieg - Catherine J. Wieg
Owner of Lot No. 42
Date of Signature 6-14-90

K. E. Bushner - Gayle Bushner
Owner of Lot No. 18, 19, 20, 21, 34
Date of Signature 6-14-90

Paul E. Helbert - Dorothy D. Helbert
Owner of Lot No. 43
Date of Signature 14 June 1990

Norman G. Gunders - Lucille K. Gunders
Owner of Lot No. 40
Date of Signature June 14, 1990

Lynette R. Bushner - G. H. Bushner
Owner of Lot No. 23
Date of Signature 6-14-90

David J. Boyd
 Owner of Lot No. 2
 Date of Signature 6/14/90

Debbieley Madge Bittney
 Owner of Lot No. 11 1/2
 Date of Signature June 14, 1990

Theresa D. Koss Appleton E. Koss
 Owner of Lot No. 45
 Date of Signature 6-14-90

Althea & David B. Abram
 Owner of Lot No. 13
 Date of Signature June 14, 1990

Wanda Lynn Bice M. Lyon
 Owner of Lot No. 14
 Date of Signature 6-14-90

Arnell & Helga Huesch
 Owner of Lot No. 36 & 27
 Date of Signature June 14, 1990

Patricia George Tony Edge
 Owner of Lot No. 5
 Date of Signature 6-14-90

Robert Johnson & Diane Johnson
 Owner of Lot No. 8
 Date of Signature 6-14-90

Joe Anderson & Bob & Linda Anderson
 Owner of Lot No. 10
 Date of Signature 6/14/90

Martha & Peter & Robert & Patricia
 Owner of Lot No. 44-1/2
 Date of Signature 6-14-90

Raymond J. & Brenda Miller
 Owner of Lot No. 36
 Date of Signature 6/14/90

Joseph Plazgo, Jr.
 Owner of Lot No. 6 & 7
 Date of Signature June 14, 1990

William L. Henry Jr.
 Owner of Lot No. 44-1/2
 Date of Signature 6/14/90

Don & Ann M. Hamilton
 Owner of Lot No. 1
 Date of Signature June 14, 1990

Frank & Edna Hasty
 Owner of Lot No. 24 1/2
 Date of Signature June 14, 1990

Donald W. & Susan D. Hasty
 Owner of Lot No. 11 1/2
 Date of Signature 6-14-90

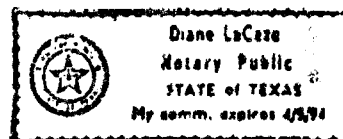
Shirley & Alvin
 Owner of Lot No. 36 & 5
 Date of Signature 6/14/90

Owner of Lot No. _____
 Date of Signature _____

Walt Schauer & Kathy Schauer
 Owner of Lot No. 15
 Date of Signature 6/14/90

Owner of Lot No. _____
 Date of Signature _____

THE STATE OF TEXAS §
 §
 COUNTY OF HAYS §

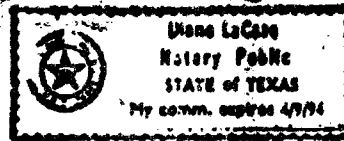


This instrument was acknowledged before me on this 14th
 day of June, 1990, by Arthur W. Schröder & Barbara A. Schröder
 Lot # 41

Diane LaCaze
 NOTARY PUBLIC, State of Texas

833 827

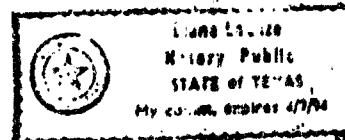
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Joseph Razzano Jr
Lot 6 & 7

Diane LaCaze
NOTARY PUBLIC, State of Texas

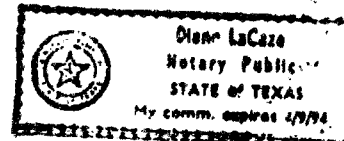
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Donald B + Anna M. Harrison
Lot 1

Diane LaCaze
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 18th
day of June, 1990, by Ronald O. Wilson, Sec. Treas.
Lot 11 1/2
First Trustee Lending Corp

Diane LaCaze
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____
day of _____, 1990, by _____

NOTARY PUBLIC, State of Texas

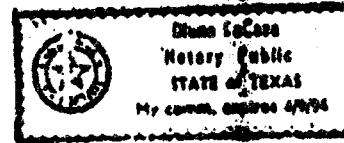
THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____
day of _____, 1990, by _____

NOTARY PUBLIC, State of Texas

833-828

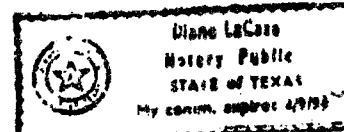
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Kay Buckner & Harry Buckner
Lots 15, 19, 20, 21, 34

Diana LaCaze
NOTARY PUBLIC, State of Texas

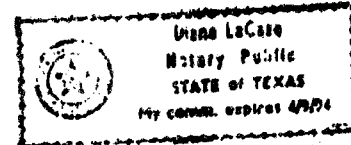
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by R. Norman & Lucille Kretzmeier
Lot 40

Diana LaCaze
NOTARY PUBLIC, State of Texas

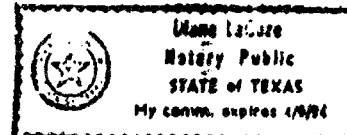
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Joseph E. Weep & Catherine J. Weep
Lot 42

Diana LaCaze
NOTARY PUBLIC, State of Texas

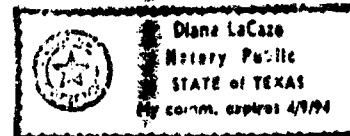
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Paul E. Hebert & Dorothy Hebert
Lot 45

Diana LaCaze
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF HAYS §



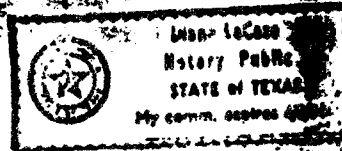
This instrument was acknowledged before me on this 14th
day of June, 1990, by Virgil & Peggy Runkhart
Lot 28

Diana LaCaze
NOTARY PUBLIC, State of Texas

833

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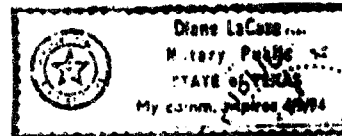
THE STATE OF TEXAS §
§
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Reesa Boyd (Married)
Lot 2

Diane LaCaze
NOTARY PUBLIC, State of Texas

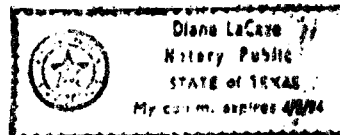
THE STATE OF TEXAS §
§
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by William Milton & Helen Rosa
Lot 43

Diane LaCaze
NOTARY PUBLIC, State of Texas

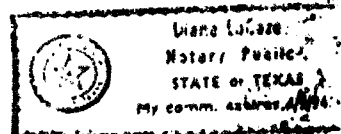
THE STATE OF TEXAS §
§
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Wanda Lyon & Bill Lyon
Lot 14

Diane LaCaze
NOTARY PUBLIC, State of Texas

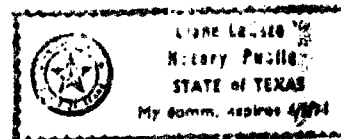
THE STATE OF TEXAS §
§
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Anthony Edridge & Patricia Edridge
Lot 5

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

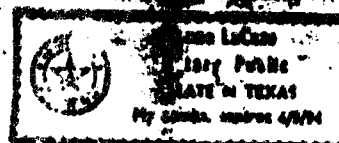


This instrument was acknowledged before me on this 14th
day of June, 1990, by Robert R. & Mary Jane Anderson
Lot 10

Diane LaCaze
NOTARY PUBLIC, State of Texas

833 830

THE STATE OF TEXAS §
COUNTY OF HAYS §

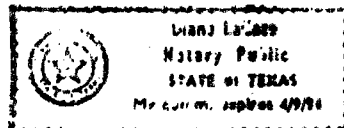


This instrument was acknowledged before me on this 14th
day of June, 1990, by Roy & Claudia Miller

Lot 36

Diane LaCaze
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF HAYS §

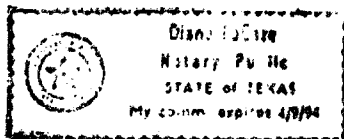


This instrument was acknowledged before me on this 14th
day of June, 1990, by William D. Henry Jr

Lot 44-1/2

Diane LaCaze
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF HAYS §

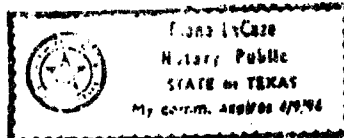


This instrument was acknowledged before me on this 14th
day of June, 1990, by Jessie & Elaine Humphreys

Lot 24-1/2

Diane LaCaze
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF HAYS §

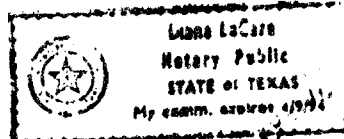


This instrument was acknowledged before me on this 14th
day of June, 1990, by Victor W & Shirley Terry

Lot 38S

Diane LaCaze
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Kent and Kathy Schum

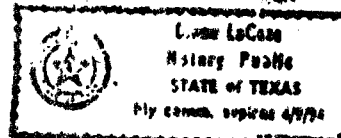
Lot 15

Diane LaCaze
NOTARY PUBLIC, State of Texas

833

831

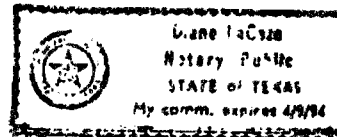
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by H.H. Adams & Sharon Adams
Lot 13

Liane LaCaze
NOTARY PUBLIC, State of Texas

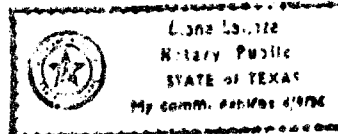
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Lee & Madge Siding
Lot 11 1/2

Liane LaCaze
NOTARY PUBLIC, State of Texas

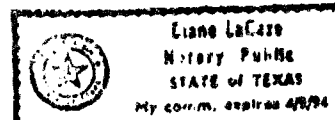
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Aziz & Helga Merchante
Lots 26 & 27

Liane LaCaze
NOTARY PUBLIC, State of Texas

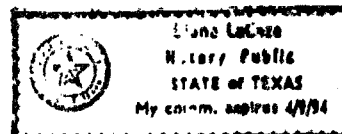
THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Robert & Johnson & Liane Johnson
Lot 8

Liane LaCaze
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on this 14th
day of June, 1990, by Robert & Martha Potter
Lot 44 1/2

Liane LaCaze
NOTARY PUBLIC, State of Texas

