

RIO RETIRO RESTRICTIONS

Volume 515, Page 263, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement dated May 25, 1955 to County of Kerr, Texas for an impoundment of water, recorded in Volume 2, Page 446, Easement Records of Kerr County, Texas. (AS PER COMMON AREA ONLY)
- Easement and Right of Way dated March 2, 1981 to L.C.R.A., recorded in Volume 12, Page 655, Easement Records of Kerr County, Texas.
- Road and Utility Easements as per the Plat recorded in Volume 4, Page 263, Plat Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated February 12, 1982 to Hill Country Telephone Cooperative, Inc., recorded in Volume 14, Page 259, Easement Records of Kerr County, Texas.
- Easement to Winnie F. Brodie and John Vernon Cook dated April 5, 1989, recorded in Volume 505, Page 134, Real Property Records of Kerr County, Texas. (AS PER PUMP HOUSE LOT ONLY)
- Building Set Back Lines as per the Restrictions recorded in Volume 515, Page 263, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated June 9, 1989, recorded in Volume 515, Page 263, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

DECLARATION OF COVENANTS,
CONDITIONS, and RESTRICTIONS

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

THAT WHEREAS, GARY L. MC CORMICK, and wife TERRY MC CORMICK, and KENNETH S. MC CORMICK, and wife LAURA H. MC CORMICK, (hereinafter called collectively "Declarant" or "Declarants"), being the owners of certain lots, in a certain subdivision, known as RIO RETIRO, as such subdivision, is shown of record in Volume 4, Page 263, of the Plat Records of Kerr County, Texas.

WHEREAS, the Declarants agree that they will convey the above-described property subject to the following restrictions, easements, covenants, conditions, restrictions, liens and charges as herinafter 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 and restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the above-described property and which shall run with the said property, and which 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: DEFINITIONS

1.01 Owner. "Owner shall mean and refer to the record owner, whether one or more entities, of the fees simple title to any lot or portion of a lot on which there is or will be built a single- or multiple-family dwelling, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

1.02 Properties. "Properties" shall mean and refer to that certain real property hereinbefore-described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.03 Lot. "Lot" shall mean and refer to that portion of any of the plots of land shown upon and the plat and subdivision map recorded in Volume 4, at Page 263 of the Plat Records of Kerr County, Texas, on which there is or will be built a single- or multiple-family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

1.04 Declarant. "Declarant" shall mean and refer to GARY L. MC CORMICK, and wife TERRY MC CORMICK, and KENNETH S. MC CORMICK, and wife LAURA H. MC CORMICK, Kerr County, Texas, their successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from any of the Declarants named above, for the purpose of development.

ARTICLE TWO: ARCHITECTURAL CONTROL

2.01 Architectural Control Committee. Declarant shall

designate and appoint an Architectural Control Committee consisting of not less than two qualified persons, which committee shall serve at the pleasure of Declarant, or be elected by the membership of a Homeowner's Association.

2.02 Approval of Plans and Specifications. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

2.03 Failure of Committee to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of fourteen (14) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE: EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee

shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE FOUR: USE RESTRICTIONS

4.01 Type of Buildings Permitted. All Lots shall be used for residential purposes only, and no building shall be erected, altered, laced, or permitted to remain on any Lot other than that which is constructed on site, it being a single-or multiple-family dwelling not to exceed two stories in height, and a private garage for automobiles. There is excepted from the restrictions in Paragraphs 4.01, 4.02, and 4.03 hereof, the existing building located on Lot 13.

4.02 Minimum Floor Area and Exterior Walls. Any single-story residence constructed on said Lots must have a ground-floor area of not less than 1200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single-story residence must have not less than 1200 square feet of ground-floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

4.03 Setbacks. No building shall be located on any Lot nearer to the front Lot line than eight feet, nearer to the rear Lot lines than eight feet, or nearer to the side Lot line than eight feet.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building-setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

4.04 Resubdivision of Consolidation. With the exception of Lots 10 and 11, none of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in Paragraph 4.02 and 4.03 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front Lot line of less than ninety (90) feet.

4.05 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

4.06 Noxious or Offensive Activities Prohibited. 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 neighborhood.

4.07 Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

4.08 Signs. No signs or any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

4.09 Rubbish, Trash and Garbage. 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 incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.10 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or

other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

4.11 Rentals. Rentals of any building or structures will be permissible.

4.12 Prohibited Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, or within the Common Area.

ARTICLE FIVE: EASEMENTS

All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume 4, Page 263, of the Plat Records of Kerr County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all time over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE SIX: MAINTENANCE OF WATER SYSTEM,
ROADS, AND COMMON AREA

6.01 Maintenance of Water System, Roads, and Common Area.

Each Lot shall be liable for a one-thirteenth share of the costs necessary to maintain the Common Area and the roads in and about the Properties. The costs of operating and maintaining the water system shall be shared equally by the owners of lots actually

receiving water from said water system. In situations where more than one individual owns a Lot, this shall be considered as one owner for purposes of determining prorata share of operating and maintenance expenses. Such maintenance of the roads and Common Area and maintenance and operation of the water system shall be under the supervision and control of the Architectural Control Committee or the Homeowner's Committee as the case may be, and shall be accomplished in a manner similar to that set forth in Article Three.

6.02 Enforcement. Should any Owner fail to pay the share of maintenance and/or operations defined above, after 30-days written notice to pay such share, then the pro rata share of the cost of maintenance shall bear interest at twelve per cent (12%) interest, until paid. Should the Architectural Control Committee or the Homeowner's Committee as the case may be, file suit to collect such share, and prevail, it shall be entitled to collect attorney's fees in an amount of at least ten per cent (10%) of the amount in controversy. Additionally, the failure to pay water system operation and maintenance charges as herein provided may also be enforced by suspension of water to the owners of Lots defaulting in payment.

ARTICLE SEVEN: On-Site Waste Disposal Systems

Each Owner shall be responsible for the maintenance of any on-site waste disposal system located on Owner's Lot, or which serves Owner's residence.

ARTICLE EIGHT: GENERAL PROVISIONS

8.01 Enforcement. The Declarant, or any Owner, shall have the right to enforce, by 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.

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

8.03 Duration and Amendment. The covenants, conditions, and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, and 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 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 years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety per cent of the Lot Owners; during any succeeding ten-year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten-year period by an instrument

signed by not less than seventy-five per cent of the Lot Owners.
No amendment shall be effective until recorded in the Plat Records
or Real Property Records of Kerr County, Texas, nor until the
approval of any governmental regulatory body which is required,
shall have been obtained.

EXECUTED by the Declarants this 9th day of June,
1989.

Gary L. McCormick
GARY L. MCCORMICK

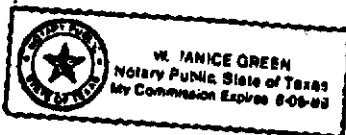
Kenneth S. McCormick
KENNETH S. MCCORMICK

Terry McCormick
TERRY MCCORMICK

Laura H. McCormick
LAURA H. MCCORMICK

STATE OF TEXAS:
COUNTY OF KERR:

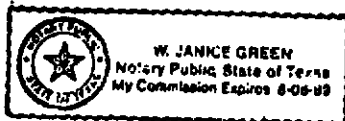
The foregoing instrument was acknowledged before me by GARY L.
MCCORMICK and wife TERRY MCCORMICK, on this the 9th day of June,
1989.



W. Janice Green
Notary Public, State of
Texas

STATE OF TEXAS:
COUNTY OF KERR:

The foregoing instrument was acknowledged before me by KENNETH
S. MCCORMICK and wife LAURA H. MCCORMICK, on this the 16th day of
June, 1989.



W. Janice Green
Notary Public, State of
Texas

The undersigned being the owners of the Lots indicated after their names do hereby accept and agree to be bound by the foregoing Declaration of Covenants, Conditions, and Restrictions of Rio Retiro and agree that same shall run with their property.

<u>Name</u>	<u>Lot Owned</u>	<u>Date</u>
<u>1. Gary Allen</u> Gary Allen	Lot 1 & 1/3 int in common area	June 30, 1989
<u>Jack Arnold</u> <u>Gail H. Arnold</u> Gail H. Arnold	Part Lot 10 & Part Lot 11	6/20/89
<u>Alice Z. Bass</u>	Part Lot 10 & Part Lot 11	

STATE OF TEXAS)
COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Gary Allen and _____ known to me to be the persons whose names ~~are~~^{is} subscribed to the foregoing instrument, and acknowledged to me that they 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 30th day of

June, 1989.



Mary Elizabeth Bohn
Notary Public in and for
the State of Texas

The undersigned being the owners of the Lots indicated after their names do hereby accept and agree to be bound by the foregoing Declaration of Covenants, Conditions, and Restrictions of Rio Retiro and agree that same shall run with their property.

<u>Name</u>	<u>Lot Owned</u>	<u>Date</u>
<u>Monte George Pickens</u> <u>Elva Vallejo Pickens</u>	Part Lot 10 & Part Lot 11	<u>6/20/89</u>
<u>Winnie F. Brodie by Attorney</u> <u>in Fact, John Vernon Cook</u>	Lots 12 & 13 & 1/3 interest in common area	<u>6/21/89</u>
<u>John Vernon Cook</u> <u>George Cook</u>	Lots 12 & 13 & 1/3 interest in common area	<u>6/21/89</u>

STATE OF TEXAS)

COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Monte George Pickens and Elva Vallejo Pickens known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 20th day of _____, 1989.



Jimma L. Peschel
Notary Public in and for
the State of Texas

Jimma L. Peschel Comm Exp 1/31/93

STATE OF TEXAS)
COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Jack Arnold and Gail H. Arnold known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 20th day of June, 1989.

Jimmie L. Peschel
Notary Public in and for
the State of Texas

JIMMIE L. PESCHEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 1/31/93



STATE OF TEXAS)
COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared Alice Z. Bass and _____ known to me to be the persons whose names ^{is} ~~are~~ subscribed to the foregoing instrument, and acknowledged to me that ^{she} ~~they~~ 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 ____ day of _____, 1989.

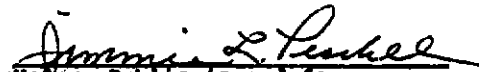
Notary Public in and for
the State of Texas

STATE OF TEXAS)

COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared John Vernon Cook, Attorney in Fact for Winnie F. Brodie known to me to be the person whose name ^{is} subscribed to the foregoing instrument, and acknowledged to me that they 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 25th day of June, 1989.


Notary Public in and for
the State of Texas

JIMMIE L. PESCHEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 1/31/93



STATE OF TEXAS)

COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared John Vernon Cook and Georgia Cook known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 25th day of June, 1989.

JIMMIE L. PESCHEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 1/31/93


Notary Public in and for
the State of Texas



VOL. 515 PAGE 377

JUL 5 1989

FILED FOR RECORD
at 11:05 a.m. 8

PATRICIA DYE
County Clerk, Kern County, Texas
Patricia Dye

FIDELITY ABSTRACT AND TITLE CO.
Pb 896-4311 Kernville, Texas

After recording, return to:
FIDELITY ABSTRACT & TITLE CO.
829 Jefferson St.
Kernville, Texas 78026
tel 890179

Return: *Alta*

RECORDED BY *Deal County*
FILE DATE: *July 5 1989*
FILE TIME: *10:05*
VOL. *515* PAGE *373*
RECORDING DATE

JUL 5 1989



PATRICIA DYE
COUNTY CLERK, KERN COUNTY

BY *Patricia Dye*

Any person who records a document in the public records of this county shall be liable to the county for the recording fee if the document is not recorded within the time specified in the county clerk's office.

JUL 5 1989



Patricia Dye
COUNTY CLERK, KERN COUNTY, TEXAS

WINNIE F. BRODIE, et al

TO JAMES E. LAUGHLIN, et ux

WARRANTY DEED

3822 VOL. 57 PAGE 278

STATE OF TEXAS §

COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

THAT We, WINNIE F. BRODIE, a widow, of Travis County, Texas, and JOHN VERNON COOK, Individually and as Attorney in Fact for WINNIE F. BRODIE, joined pro forma herein by my wife, GEORGIA COOK, of the County of Kerr, State of Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration to the Undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY, unto JAMES E. LAUGHLIN, and wife ANN E. LAUGHLIN, of the County of Dallas, State of Texas, all of the following described real property, situated in Kerr County, Texas, to-wit:

All those certain tracts or parcels of land, lying and being situated in the County of Kerr, State of Texas, and being described as follows:

PARCEL I:

TRACT I: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being Lot 12, of Rio Retiro, a subdivision of Kerr County, Texas, according to the plat of said subdivision recorded in Volume 4, Page 263, Plat Records of Kerr County, Texas.

TRACT II: An undivided 1/13 interest in and to that common area as shown on the plat of Rio Retiro subdivision in Vol. 4, Page 263, Plat Records of Kerr County, Texas.

PARCEL II:

TRACT I: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being Lot 13, of Rio Retiro, a subdivision of Kerr County, Texas, according to the plat of said subdivision recorded in Volume 4, Page 263, Plat Records of Kerr County, Texas.

TRACT II: An undivided 1/13 interest in and to that common area as shown on the plat of Rio Retiro subdivision in Vol. 4, Page 263, Plat Records of Kerr County, Texas.

Together with certain easements more particularly described in an instrument of record under Clerk's File No. 3821, Kerr County, Texas.

This conveyance is made and accepted subject to the following:

1. Easements per plat dated October 13, 1981, recorded in Volume 4, Page 263, Plat Records of Kerr County, Texas.

2. Easement from Gary McCormick to Hill Country Telephone Co-op, dated February 12, 1982, recorded in Vol. 14, Page 259, Easement Records of Kerr County, Texas.
3. 10' right of way easement to L.C.R.A. dated March 2, 1981, recorded in Vol. 12, Page 655, Easement Records of Kerr County, Texas; said easement having been assigned to City of Kerrville by instrument effective December 10, 1987, and recorded in Volume 452, Page 503, Real Property Records of Kerr County, Texas.
4. Any visible and/or apparent roadways or easements over or across the subject property.
5. Restrictions covenants and conditions as set forth in instrument filed under Clerk's File No. 3821, Kerr County, Texas.
6. Maintenance and pro-rata share of Water System, Road and Common Area as set forth in Restrictions of record under Clerk's File No. 3821, Kerr County, Texas.
7. Fence outside of lot line on west side of lot as per survey of Charles B. Domingues, R.P.S. No. 1713, dated March 20, 1989.
8. Railroad ties encroach outside of lot on west side of Lot 13 as per survey of Charles B. Domingues, R.P.S. No. 1713, dated March 20, 1989.
9. Improvements encroach into the 8' utility easement on the west side as per survey of Charles B. Domingues R.P.S. No. 1713, dated March 20, 1989.
10. Storage building encroaches into the 8' utility easement on the west side as per survey of Charles B. Domingues, R.P.S. No. 1713, dated March 20, 1989.
11. Railroad ties encroach into the 30' wide right of way of Rio Retiro Lane as per survey of Charles B. Domingues, R.P.S. No. 1713, dated March 20, 1989.
12. Frame apartment encroaches into the 8' wide utility easement between Lots 12 and 13 as per survey of Charles B. Domingues, R.P.S. No. 1713, dated March 20, 1989.
13. 30' wide right of way known as Rio Retiro Lane is shown as 30' wide on plat but called for 50' wide in description of roadway easements. County Commissioners have not accepted roads for maintenance as noted on the plat, as per survey of Charles B. Domingues, R.P.S. No. 1713, dated March 20, 1989.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their successors and assigns forever; and We do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their successors and assigns,

against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 6th day of April, 1989.

GRANTEES' ADDRESS:

6623 Fireflame
Dallas, Texas 75248

John V. Cook
JOHN VERNON COOK, Individually
Individually and as Attorney-in-
Fact for WINNIE F. BRODIE, a
Widow of Travis Co., Texas.

Georgia Cook
GEORGIA COOK, joining pro forma

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 6th day of April, 1989, JOHN VERNON COOK, Individually and as Attorney in fact for, WINNIE F. BRODIE.

JIMMIE L. PESCHEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 1/31/92 *Jimmie L. Peschel*
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 6th day of April, 1989, GEORGIA COOK, in the capacity therein stated.

Jimmie L. Peschel
NOTARY PUBLIC, STATE OF TEXAS
JIMMIE L. PESCHEL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 1/31/92

Any provision herein which restricts the sale, rental or use of the described property because of color or race is void and unenforceable under Federal Law (THE STATE OF TEXAS)

I hereby certify that this instrument was FILED in the Public Records of the County of Kerr, Texas, and that the same was duly RECORDED in the Official Public Records of Kerr County, Texas on

RECORDED IN *Real Estate*
FILE DATE: *July 5, 1989*
FILE TIME: *4:05 P.M.*
VOL. *575* PAGE *278*
RECORDING DATE

JUL 5 1989



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY *Mary C. [Signature]*
Deputy

FILED FOR RETURN
at 4:05 PM

JUL - 5 1989

PATRICIA OYE

Patricia Oye

Return To:

Mrs. Mrs. James E. Laughlin

6623 Fredonia

Dallas, Texas 75248

✓ FIDELITY ABSTRACT AND TITLE CO.
Ph 890-4311 Kenville, Texas

RECEIVED
JUL 11 1989
FIDELITY ABSTRACT AND TITLE CO.
KENVILLE, TEXAS



U.S. POSTAL SERVICE
FIRST CLASS PERMIT NO. 100 KENVILLE, TEXAS

POSTAGE WILL BE PAID BY ADDRESSEE
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES
FIRST CLASS
PERMIT NO. 100
KENVILLE, TEXAS