

**CARDINAL ACRES WEST
RESTRICTIONS**

Volume 196, Page 350, Deed Records of Kerr County, Texas and Volume 319, Page 255, Real Property Records of Kerr County, Texas (AS PER LOTS 1 & 2 ONLY); Volume 335, Page 649, Real Property Records of Kerr County, Texas (AS PER ALL LOTS), 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

- Electric Line Easement and Right-Of-Way dated January 23, 1984 to L.C.R.A., recorded in Volume 18, Page 596, Easement Records of Kerr County, Texas.
- Easements as per the Plat recorded in Volume 5, Page 180, Plat Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated March 21, 1986 to Hill Country Telephone Cooperative, Inc., recorded in Volume 23, Page 554, Easement Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated June 30, 1987 to Hill Country Telephone Cooperative, Inc., recorded in Volume 455, Page 789, 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)
- Upon written notification that the arbitration provision is to be deleted, the following exception will appear on Schedule B of the Mortgagee policy:

Section 13 of the Conditions and Stipulations of this Policy is hereby deleted.

GIFT DEED

THE STATE OF TEXAS

COUNTY OF KERR

772159

§

VOL 196 PAGE 350
KNOW ALL MEN BY THESE PRESENTS:

§

That we, N. H. RUDASILL and his wife, NELLIE M. RUDASILL, of Kerr County, Texas, for and in consideration of the love and affection which we have and bear toward EVELYN ANN KNOX and her husband, JAMES DAVID KNOX, have GIVEN, GRANTED AND CONVEYED, and by these presents do GIVE, GRANT AND CONVEY unto the said EVELYN ANN KNOX and her husband, JAMES DAVID KNOX, of the County of Harris, State of Texas, all of the following described real property, lying and being situated in the County of Kerr, State of Texas, described as follows, to-wit:

TRACT NO. 1:

Being all of a certain 0.99 acre tract of land designated as SITE NO. 12, on an unrecorded plat of the property, out of Rowland Nichols Survey No. 126, Abstract No. 262, in Kerr County, Texas; part of 13.44 acres of land conveyed to Nichols H. Rudasill and wife, Nellie M. Rudasill, from Calvin Furr, et. ux., by a deed dated the 26th day of February, 1970, and recorded in Volume 143 at page 421, Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence corner post for the North corner of the herein described tract, the North corner of said Rudasill 13.44 acre tract, in the Southwest line of a 40 foot wide road easement for Homer Drive, the re-entrant corner of a 23.57 acre tract conveyed to N. H. Rudasill from Mrs. Annie Nichols by a Deed dated the 18th day of December, 1942 and recorded in Volume 73, at page 627 of the Deed Records of Kerr County, Texas, which point bears approximately 5927 feet N. 45° 35' E. and 1075 ft. N. 20° 23' W. from the South or lower river corner of said Survey No. 126;

THENCE along the Northwest line of said 13.44 acre tract, S. 47° 20' W. 250 feet to an iron stake for the West corner of the herein described tract;

THENCE S. 32° 07' E. at 150.29 ft. passing the Northwest line of Harold Street, a public road easement, then continuing for a total distance of 170.3 feet to an iron stake for the South corner of the herein described tract, in the center line of said Harold Street;

THENCE along the center line of said Harold Street, N. 59° 10' E. 200 feet to an iron stake for the East corner of the herein described tract in the West line of said 40 ft. wide easement for Homer Drive, the Northeast line of said Rudasill 13.44 acre tract, and the Southwest line of said 23.57 acre Rudasill tract;

THENCE along the Northeast line of said Rudasill 13.44 acre tract, the Southwest line of said Rudasill 23.57 acre tract, and the Southwest line of said 40 ft. wide easement for Homer Drive, N. 20° 23' W., at 20.34 ft. passing the Northwest line of said 40 ft. wide easement for Harold Street, then continuing for a total distance of 225.25 ft. to the PLACE OF BEGINNING, containing 0.99 acre of land within these metes and bounds;

SAVE AND SUBJECT TO a twenty (20') ft. wide strip of land along and abutting the Southeast line of the herein described tract for said Harold Street reserved unto the public for road purposes; and

SAVE AND SUBJECT TO a ten (10') ft., wide public utility easement along and abutting the Northwest and Southwest lines of the hereinabove described tract.

TRACT NO. II:

Lot No. 5-R, Cardinal Acres, Section One, out of Survey No. 126, Rowland Nichols, Abstract No. 262, according to the plat and plan of said Cardinal Acres Section One, recorded in Volume 3 at page 122, Plat Records of Kerr County, Texas, to which plat and its record, reference is here made for all purposes.

This conveyance is made and accepted SUBJECT TO THE FOLLOWING RESTRICTIONS, TO-WIT: Applicable to residential Site No. 12:

1. Only one dwelling house shall be constructed on Site No. 12, hereinabove described, and the main residence or dwelling to be built upon Lot or Site No. 12, shall contain not less than 1100 sq. feet of useable inside floor area, not including garages and carports, and shall be of 60% masonry construction.
2. No trailer house or mobile home may be kept on the premises at any time, except for temporary storage purposes; and no trailer house or mobile home shall ever be used, at any time, for living quarters, office space, or otherwise.
3. No swine, goats, sheep, cattle, or other livestock may be kept upon the premises, at any time; and only one horse may be kept upon said premises for family pleasure, but no horse shall be kept upon the premises for commercial purposes.
4. The land and premises above described shall be used for residential purposes only, and shall not be used at any time for commercial purposes.
5. All of the usual sanitary facilities shall be installed in the dwellings, and sewage disposal shall be accomplished by means of reinforced concrete septic tanks and grease traps having a drainage field wholly within the property limits of the hereinabove described property, and complying with all requirements and recommendations of the Texas State Department of Health, or a sanitary sewer when and if the same is installed.

6. Garbage and other refuse shall be regularly removed from the premises before beginning of its decomposition. Incinerators shall be permitted but must be of masonry construction.

Applicable to Lot 5-R, hereinabove described:

Lot No. 5-R hereinabove described shall never be used for any purpose other than recreational purposes, and only recreational structures, such as boat-houses, open air picnic pavillions, arbors, studios and buildings of like nature shall be erected on the same; and no residence or other living quarters of any kind may be constructed thereon; and no portion thereof shall ever be used for commercial purposes of any kind. The foregoing restrictions as to said tract of land does not prohibit overnight camping by the owner of Lot 5-R in said Cardinal Acres, Section One.

The restrictions hereinbefore set forth shall be in force and effect for a period of fifty (50) years from the 1st day of March, 1972, and are hereby declared to be covenants that run with the land.

This conveyance is made and accepted SUBJECT TO an Easement to L. C. R. A., recorded in Vol. 6 at page 345, Easement Records of Kerr County, Texas, and the restrictions, reservations and easements shown on the plat recorded in Vol. 3 at page 122, Plat Records of Kerr County, Texas, to which instruments and their record, reference is here made for all purposes.

The compliance with the hereinabove set out restrictions is a primary consideration for the sale of said land hereinbefore described, and if any of said restrictions are violated by any property owner or any person holding under a property owner, then in that event, title to said lands herein conveyed shall revert to and vest in Grantors herein, their heirs, successors and assigns, as fully and as completely as though this Deed were never made, executed and delivered; the record owner, however, having been given written notice, by Grantors, their heirs, successors or assigns, and not having corrected such violation within thirty (30) days of the receipt of said notice.

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 EVELYN ANN KNOX and her husband, JAMES DAVID KNOX, their heirs and assigns forever.

WITNESS OUR HANDS this 27 day of April, 1977.

FILED FOR RECORD
at 10:50 o'clock A.M

APR 27 1977

EMMIE M. MUENNER
Clerk County Court, Kerr County, Texas
By Evelyn Ann Knox Deputy

N. H. Rudasill
N. H. Rudasill

Nellie M. Rudasill
Nellie M. Rudasill

THE STATE OF TEXAS:

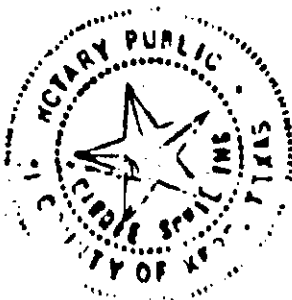
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COUNTY OF KERR :

BEFORE ME, the undersigned authority, a Notary Public, in and for said county and state, on this day personally appeared N. H. RUDASILL and his wife, NELLIE M. RUDASILL, both persons, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of

April, A. D. 1977.



Carrie Schilling
Notary Public, Kerr County, Texas

Filed for record April 27, 1977 at 3:05 P. M.
Recorded May 3, 1977
EMMIE M. MUENKER, Clerk

By Deputy

03099

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WARRANTY DEED WITH VENDOR'S LIEN

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

THAT We, EVERETTE S. LAGARDE and wife, LOUISE S. LAGARDE, of the County of Brazoria and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith in the principal sum of TWENTY FOUR THOUSAND FOUR HUNDRED AND NO/100 (\$24,400.00) DOLLARS, payable to the order of XAVIER SANCHEZ, as Trustee for SAN ANTONIO SAVINGS ASSOCIATION, at its office in San Antonio, Bexar County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to XAVIER SANCHEZ, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto DENIS KWOLEK, TRUSTEE, of the County of Kerr and State of Texas, all of the following described real property in Kerr County, Texas, to-wit:

TRACT I:

Being all of a certain 0.87 acre tract of land designated as SITE No. 13, on an unrecorded plat of the property, out of Rowland Nichols Survey No. 126, Abstract No. 262, in Kerr County, Texas; part of 13.44 acres of land conveyed to Nichols H. Rudasill and wife, Nellie M. Rudasill, from Calvin Furr, et ux, by a Deed

dated the 26th day of February, 1970, and recorded in Volume 143, Page 421, of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake for the North corner of the herein described tract in the Northeast line of said Rudasill 13.44 acre tract, the Northeast end of the center line of a 40 ft. wide road easement for Harold Street in the Southwest line of a 40 ft. wide road easement for Homer Drive, and the Southwest line of a 23.57 acre tract conveyed to N. H. Rudasill from Mrs. Annie Nichols by a Deed dated the 18th day of December, 1942, and recorded in Volume 73, Page 627, of the Deed Records of Kerr County, Texas; which point bears approximately 5927 ft. N. 45° 35' E. and 629.5 ft. N. 20° 23' W. from the South or lower river corner of said Survey No. 126;

THENCE, along the center line of said 40 ft. wide easement for Harold Street, S. 59° 10' W., 200 ft. to an iron stake for the West corner of the herein described tract;

THENCE, S. 32° 07' E. at 20.01 ft. passing the Southeast line of said 40 ft. wide easement for Harold Street, then continuing for a total distance of 210.8 ft. to an iron stake for the South corner of the herein described tract;

THENCE, N. 61° 13' E. 155.5 ft. to an iron stake for the East corner of the herein described tract in the Northeast line of said Rudasill 13.44 acre tract, the Southwest line of said Rudasill 23.57 acre tract, and the Southwest line of said 40 ft. wide easement for Homer Drive;

THENCE, along the Northeast line of said Rudasill 13.44 acre tract, the Southwest line of said Rudasill 23.57 acre tract and the Southwest line of said 40 ft. wide easement for Homer Drive, N. 20° 23' W. at 199.66 ft. passing the Southeast line of said 40 ft. wide easement for Harold Street, then continuing for a total distance of 220 ft. to the PLACE OF BEGINNING, containing 0.87 acre of land within these metes and bounds; being the same and identical property conveyed from Virgil W. Beam and wife, Katherine L. Beam, to Everette S. Lagarde and wife, Louise S. Lagarde, by Deed dated September 29, 1983, recorded in Volume 283; Page 668, Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

SAVE AND SUBJECT TO a twenty (20') ft. wide strip of land along and abutting the Northwest line of the hereinabove described tract for said Harold Street reserved unto the public for road purposes.

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SAVE AND SUBJECT TO a ten (10') ft. wide utility easement along and abutting the Southwest and Southeast lines of the hereinabove described tract.

TRACT II:

Being all of a certain 0.99 acre tract of land designated as SITE NO. 12, on an unrecorded plat of the property, out of Rowland Nichols Survey No. 126, Abstract No. 262, in Kerr County, Texas; part of 13.44 acres of land conveyed to Nichols H. Rudasill and wife Nellie M. Rudasill, from Calvin Furr, et ux, by a Deed dated the 26th day of February, 1970, and recorded in Volume 143, Page 421, Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence corner post for the North corner of the herein described tract, the North corner of said Rudasill 13.44 acre tract, in the Southwest line of a 40 foot wide road easement for Homer Drive, the re-entrant corner of a 23.57 acre tract conveyed to N. H. Rudasill from Mrs. Annie Nichols by a Deed dated the 18th day of December, 1942, and recorded in Volume 73, Page 627, of the Deed Records of Kerr County, Texas, which point bears approximately 5927 feet N. 45° 35' E., and 1075 ft. N. 20° 23' W. from the South or lower river corner of said Survey No. 126;

THENCE, along the Northwest line of said 13.44 acre tract, S. 47° 20' W. 250 feet to an iron stake for the West corner of the herein described tract;

THENCE, S. 32° 07' E. at 150.29 ft. passing the Northwest line of Harold Street, a public road easement, then continuing for a total distance of 170.3 feet to an iron stake for the South corner of the herein described tract, in the center line of said North Street;

THENCE, along the center line of said Harold Street, N. 59° 10' E. 200 feet to an iron stake for the East corner of the herein described tract in the West line of said 40 ft. wide easement for the Homer Drive, the Northeast line of said Rudasill 13.44 acre tract, and the Southwest line of said 23.57 acre Rudasill tract;

THENCE, along the Northeast line of said Rudasill 13.44 acre tract, the Southwest line of said Rudasill 23.57 acre tract, and the Southwest line of said 40 ft. wide easement for Homer Drive, N. 20° 23' W., at 20.34 ft. passing the Northwest line of said 40 ft. wide easement for Harold Street, then continuing for a total distance of 225.25 ft. to the PLACE OF BEGINNING, containing 0.99 acre of land within these metes and bounds; being the same and identical property conveyed from Evelyn Ann Knox and husband, James David Knox, to Everette S. Lagarde and wife, Louise S. Lagarde, by Deed dated

LAGARDE DEED
REPS23;185-252
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September 24, 1983, recorded in Volume 283, Page 684,
Deed Records of Kerr County, Texas.

SAVE AND SUBJECT TO a twenty (20') ft. wide strip of
land along and abutting the Southeast line of the
herein described tract for said Harold Street reserved
unto the public for road purposes; and

SAVE AND SUBJECT TO a ten (10') ft. wide public utility
easement along and abutting the Northwest and Southwest
lines of the hereinabove described tract.

TRACT III:

Being all of a certain tract or parcel of land
comprising all of the land designated as Sites Nos. 13,
14 and 15, on an unrecorded plat for 4.64 acres out of
13.44 acres conveyed to Nichols M. Rudasill, et ux, et
al, by a Deed dated the 26th day of February, 1970 and
recorded in Volume 143, Page 421, of the Deed Records
of Kerr County, Texas; out of Rowland Nichols Survey
No. 126, Abstract No. 262, in Kerr County, Texas, and
being more particularly described by metes and bounds
as follows:

BEGINNING at an existing 5/8" iron stake for the north
corner of the herein described tract and said Site No.
15, the west corner of Site No. 12 in the northwest
line of said 13.44 acres, which point bears,
approximately, 5927 ft. N. 45° 35' E., 1075 ft. N. 20°
23' W. and 250 ft. S. 47° 20' W. from the south corner
of Survey No. 125;

THENCE, S. 32° 07' E., 170.3 ft. along the common line
between Sites No. 12 and No. 15, and 210.8 ft. along
the southwest line of Site No. 13 to its south corner,
the east corner of the herein described tract;

THENCE, S. 61° 13' W. 384.85 ft. to an existing 5/8"
iron stake for the south corner of the herein described
tract in the southwest line of said 13.44 acre tract;

THENCE, N. 22° 18' W. 301.17 ft. along the southwest
line of said 13.44 acre tract to an existing 5/8" iron
stake at its west corner, the west corner of the herein
described tract and said Site No. 15;

THENCE, along the northwest line of said Site No. 15
and 13.44 acre tract, N. 47° 20' E., 338.6 ft. to the
PLACE OF BEGINNING, containing 2.77 acres of land, more
or less, within these metes and bounds; being the same
and identical property conveyed from Nellie M. Rudasill
to Everette S. Lagarde and wife, Louise S. Lagarde, by
Deed dated September 29, 1983, recorded in Volume 283,
Page 694, Deed Records of Kerr County, Texas.

This conveyance of TRACT I, TRACT II, and TRACT III, is
made and accepted SUBJECT TO the following, except that
the restrictions described in (1) below shall not apply
to or encumber TRACT III:

(1) The following restrictions: VOL. 319 PAGE 259

- (a) Only one dwelling house shall be constructed on any one of the hereinabove described tracts, and the main residence or dwelling to be build upon any such tract, shall contain not less than 1100 sq. feet of useable inside floor area, not including garages and carports and shall be of 60% masonry construction.
 - (b) No trailer house or mobile home may be kept on the premises at any time, except for temporary storage purposes; and no trailer house or mobile home shall ever be used, at any time, for living quarters, office space, or otherwise.
 - (c) No swine, goats, sheep, cattle, or other livestock may be kept upon the premises, at any time; and only one horse may be kept upon said premises for family pleasure, but no horse shall be kept upon the premises for commercial purposes.
 - (d) The land and premises above described shall be used for residential purposes only, and shall not be used at any time for commercial purposes.
 - (e) All of the usual sanitary facilities shall be installed in the dwellings, and sewage disposal shall be accomplished by means of reinforced concrete septic tanks and grease traps having a drainage field wholly within the property limits of the hereinabove described property, and complying with all requirements and recommendations of the Texas State Department of Health, or a sanitary sewer when and if the same is installed.
 - (f) Garbage and other refuse shall be regularly removed from the premises before beginning of its decomposition. Incinerators shall be permitted but must be of masonry construction.
- (2) Easement to Central Texas Electric Co-op, dated October 3, 1983, recorded in Volume 19, Page 269, Easement Records of Kerr County, Texas.
- (3) Easement and right-of-way to L.C.R.A. of Austin, dated April 14, 1971, recorded in Volume 6, Page 345, Easement Records of Kerr County, Texas.
- (4) Easement to L.C.R.A. dated May 23, 1947, recorded in Volume 82, Page 342, Deed Records of Kerr County, Texas.

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- (5) Easement to L.C.R.A. dated June 3, 1948, recorded in Volume 1, Page 113, Easement Records of Kerr County, Texas.
- (6) Easement to Kerr County, Texas, dated February 3, 1966, recorded in Volume 4, Page 274, Easement Records of Kerr County, Texas.
- (7) Easement to L.C.R.A. dated January 23, 1984, recorded in Volume 18, Page 596, Easement Records of Kerr County, Texas.

TRACT IV:

Lots Nos. 4-R, 5-R, 8-R, 18-R, and that plot designated "PARK" which is situated between Lots designated 6R and 7R in Cardinal Acres, Cardinal Acres, out of Survey No. 126, Abstract No. 262, according to the plat and plan of said Cardinal Acres Section One, recorded in Volume 3, Page 122, Plat Records of Kerr County, Texas, to which plat and its record reference is here made for all purposes.

This conveyance is made and accepted SUBJECT TO the following:

- (1) The lots in TRACT IV hereinabove described shall never be used for any purpose other than recreational purposes, and only recreational structures, such as boat-houses, open air picnic pavillions, arbors, studios and buildings of like nature shall be erected on the same; and no residence or other living quarters of any kind may be constructed thereon; and no portion thereof shall ever be used for commercial purposes of any kind. The foregoing restrictions as to said tract of land does not prohibit overnight camping by the owner of the TRACT IV Lots hereinabove described in said Cardinal Acres, Section One.
- (2) The restrictions hereinbefore set forth shall be in force and effect for a period of fifty (50) years from the 1st day of March, 1972, and are hereby declared to be covenants that run with the land.
- (3) Easement to L.C.R.A., recorded in Volume 6, Page 345, Easement Records of Kerr County, Texas, and the restrictions, reservations and easements shown on the plat recorded in Volume 3, Page 122, Plat Records of Kerr County, Texas, to which instruments and their record reference is here made for all purposes.
- (4) Right of reversion found of record in Deed recorded in Volume 232, Page 623, Deed Records of Kerr County, Texas.
- (5) Easements as per plat dated November 2, 1971, recorded in Volume 3, Page 122, Plat Records of Kerr County, Texas.

LAGARDE DEED
REPS22; 85-252
3/28/85

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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 grantee, his heirs 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 grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The SAN ANTONIO SAVINGS ASSOCIATION, at the instance and request of the grantee herein, having advanced and paid in cash to the grantors herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described \$24,400.00 note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said SAN ANTONIO SAVINGS ASSOCIATION, and the same are hereby TRANSFERRED and ASSIGNED to said SAN ANTONIO SAVINGS ASSOCIATION.

EXECUTED this 28th day of March, A.D. 1985.

FILED FOR RECORD

at 4:00 o'clock P.M.

APR 11 1985

PATRICIA DYE

Clerk County Court, Tarrant County, Texas
By Frank M. [Signature] Deputy

Everette S. Lagarde
EVERETTE S. LAGARDE

Louise S. La Lagarde
LOUISE S. LAGARDE

LAGARDE DEED
REPS22, 85-252
3/28/85

THE STATE OF TEXAS §
COUNTY OF KERR §

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BEFORE ME, the undersigned authority, on this day personally appeared EVERETTE S. LAGARDE and LOUISE S. LAGARDE, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, A.D. 1985.

Jimmie L. Reschel
Notary Public in and for
Kerr County, Texas

My Commission Expires: 1/31/88

Jimmie L. Reschel

Purchaser's Address:

714 Moustain Drive

Kerrville, Texas 78028

FIDELITY ABSTRACT AND TITLE CO.
Ph. 896-4311 Kerrville, Texas

WARRANTY DEED WITH
VENDOR'S LIEN

EVERETTE S. LAGARDE, et ux

TO

Return to:

DENIS KWOLEK, TRUSTEE

P.O. Box 913

*Grangeria, TX
77422*

FILED FOR RECORD

clerk's office C.M.

APR 11 1985

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By *Frank M. Jones* Deputy

PROHL & LESLIE

ATTORNEYS AT LAW

828-S MAIN

KERRVILLE, TEXAS 78028

00831

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS *

VOL. 335 PAGE 649

COUNTY OF KERR *

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DENIS KWOLEK, TRUSTEE, of the County of Kerr, and State of Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other good and valuable consideration to the undersigned paid by MICHAEL LANZARA, of the County of Kerr, and State of Texas, hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of his one certain promissory note of even date herewith, in the principal sum of TWENTY-TWO THOUSAND AND NO/100THS (\$22,000.00) DOLLARS, payable to the order of FIRST NATIONAL BANK OF BOERNE, in Boerne, Kendall County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by a first and superior vendor's lien herein retained, and is additionally secured by a first and superior Deed of Trust of even date herewith to KENNETH W. WAHL, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all of the following described property, lying and being situated in Kerr County, Texas, together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon (collectively, the "Property"), to-wit:

Being three (3) tracts of land, more or less, situated in Kerr County, Texas, and being a portion of the property conveyed in Warranty Deed with Vendor's Lien dated March 28, 1985 from Everette S. Lagarde and wife, Louise S. Lagarde to Denis Kwolek, Trustee, recorded in Volume 319, at Page 255, Deed Records of Kerr County, Texas, being more particularly described as follows, to-wit:

TRACT I:

Being all of a certain 0.99 acre tract of land designated as SITE NO. 12, on an unrecorded plat of the property, out of Rowland Nichols Survey No. 126, Abstract No. 262, in Kerr County, Texas; part of 13.44

acres of land conveyed to Nichols H. Rudasill and wife, Nellie M. Rudasill, from Calvin Furr, et ux, by a Deed dated the 26th day of February, 1970, and recorded in Volume 143, Page 421, Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence corner post for the North corner of the herein described tract, the North corner of said Rudasill 13.44 acre tract, in the Southwest line of a 40 foot wide road easement for Homer Drive, the re-entrant corner of a 23.57 acre tract conveyed to N. H. Rudasill from Mrs. Annie Nichols by a Deed dated the 18th day of December, 1942, and recorded in Volume 73, Page 627, of the Deed Records of Kerr County, Texas, which point bears approximately 5927 feet N. 45 deg. 35' E., and 1075 ft. N. 20 deg. 23' W. from the South or lower river corner of said Survey No. 126;

THENCE, along the Northwest line of said 13.44 acre tract, S. 47 deg. 20' W. 250 feet to an iron stake for the West corner of the herein described tract;

THENCE, S. 32 deg. 07' E. at 150.29 ft. passing the Northwest line of Harold Street, a public road easement, then continuing for a total distance of 170.3 feet to an iron stake for the South corner of the herein described tract, in the center line of said North Street;

THENCE, along the center line of said Harold Street, N. 59 deg. 10' E. 200 feet to an iron stake for the East corner of the herein described tract in the West line of said 40 ft. wide easement for the Homer Drive, the Northeast line of said Rudasill 13.44 acre tract, and the Southwest line of said 23.57 acre Rudasill tract;

TEHNCE, along the Northeast line of said Rudasill 13.44 acre tract, the Southwest line of said Rudasill 23.57 acre tract, and the Southwest line of said 40 ft. wide easement for Homwer Drive, N. 20 deg. 23' W., at 20.34 ft. passing the Northwest line of said 40 ft. wide easement for Harold Street, then continuing for a total distance of 225.25 ft. to the PLACE OF BEGINNING, containing 0.99 acre of land within these metes and bounds.

SAVE AND SUBJECT TO a twenty (20') ft. wide strip of land along and abutting the Southeast line of the herein described tract for said Harold Street reserved unto the public for road purposes; and

SAVE AND SUBJECT TO a ten (10') ft. wide public utility easement along and abutting the Northwest and Southwest lines of the hereinabove described tract.

The conveyance of TRACT I is made and accepted SUBJECT TO the following restrictions:

1. Only one dwelling house shall be constructed on any one of the hereinabove described tracts, and the main residence or dwelling to be built upon any such tract, shall contain not less than 1100 sq. feet of usable inside floor area, not including garages and carports and shall be of 60% masonry construction.

2. No trailer house or mobile home may be kept on the premises at any time, except for temporary storage purposes; and no trailer house or mobile home shall ever be used, at any time, for living quarters, office space, or otherwise.

3. No swine, goats, sheep, cattle, or other livestock may be kept upon the premises, at any time; and only one horse may be kept upon said premises for family pleasure, but no horse shall be kept upon the premises for commercial purposes.

4. The land and premises above described shall be used for residential purposes only, and shall not be used at any time for commercial purposes.

5. All of the usual sanitary facilities shall be installed in the dwellings, and sewage disposal shall be accomplished by means of reinforced concrete septic tanks and grease traps having a drainage field wholly within the property limits of the hereinabove described property, and complying with all requirements and recommendations of the Texas State Department of Health, or a sanitary sewer when and if the same is installed.

6. Garbage and other refuse shall be regularly removed from the premises before beginning of its decomposition. Incinerators shall be permitted but must be of masonry construction.

TRACT II:

Being all of a certain tract or parcel of land comprising all of the land designated as Sites Nos. 13, 14 and 15, on an unrecorded plat for 4.64 acres out of 13.44 acres conveyed to Nichols M. Rudasill, et ux, et al, by a Deed dated the 26th day of February, 1970 and recorded in Volume 143, Page 421, of the Deed Records of Kerr County, Texas; out of Rowland Nichols Survey No. 126, Abstract No. 262, in Kerr County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 5/8" iron stake for the north corner of the herein described tract and said Site No. 15, the west corner of Site No. 12 in the north-west line of said 13.44 acres, which point bears, approximately, 5927 ft. N. 45 deg. 35' E., 1075 ft. N. 20 deg. 23' W. and 250 ft. S. 47 deg. 20' W. from the south corner of Survey No. 125;

THENCE, S. 32 deg. 07' E., 170.3 ft. along a common line between Sites No. 12 and No. 15, and 210.8 ft. along the southwest line of Site No. 13 to its south corner, the east corner of the herein described tract;

THENCE, S. 61 deg. 13' W. 384.85 ft. to an existing 5/8" iron stake for the south corner of the herein described tract. in the southwest line of said 13.44 acre tract;

THENCE, N. 22 deg. 18' W. 301.17 ft. along the southwest line of said 13.44 acre tract to an existing 5/8" iron stake at its west corner, the west corner of the herein described tract and said Site No. 15;

THENCE, along the northwest line of said Site No. 15 and 13.44 acre tract, n. 47 deg. 20' E., 338.6 ft. to the PLACE OF BEGINNING, containing 2.77 acres of land, more or less, within these metes and bounds.

This conveyance of TRACT II, is made and accepted SUBJECT TO the following restrictions, which restrictions shall be covenants running with the land and shall inure to the benefit of Grantor's assigns and shall be binding on Grantee's successors, heirs and assigns:

1. The property shall be used for single family residences only and any main residence or dwelling to be built upon Tract II or any portion of such tract, shall contain not less than 1100 sq. feet of usable inside floor area, not including garages and carports.
2. No trailer house or mobile home may be kept on the premises at any time, except for temporary storage purposes; and no trailer house or mobile home shall ever be used, at any time, for living quarters, office space, or otherwise.
3. No swine, goats, sheep, cattle, or other livestock may be kept upon the premises, at any time; and only one horse may be kept upon said premises for family pleasure, but no horse shall be kept upon the premises for commercial purposes.
4. The land and premises above described shall be used for residential purposes only, and shall not be used at any time for commercial purposes.
5. All of the usual sanitary facilities shall be installed in the dwellings, and sewage disposal shall be accomplished by means of reinforced concrete septic tanks and grease traps having a drainage field wholly within the property limits of the hereinabove described property, and complying with all requirements and recommendations of the Texas State Department of Health, or a sanitary sewer when and if the same is installed.
6. Garbage and other refuse shall be regularly removed from the premises before beginning of its decomposition. Incinerators shall be permitted.

The conveyance of TRACT I and TRACT II is further made and accepted SUBJECT TO the following:

1. Easement to Central Texas Electric Co-op, dated October 3, 1983, recorded in Volume 19, Page 269, Easement Records of Kerr County, Texas;
2. Easement and right-of-way to L.C.R.A. of Austin, dated April 14, 1971, recorded in Volume 6, Page 345, Easement Records of Kerr County, Texas;
3. Easement to L.C.R.A. dated May 23, 1947, recorded in Volume 82, Page 342, Deed Records of Kerr County, Texas;
4. Easement to L.C.R.A. dated June 3, 1948, recorded in Volume 1, Page 113, Easement Records of Kerr County, Texas;
5. Easement to Kerr County, Texas, dated February 3,

5. Easement to Kerr County, Texas, dated February 3, 1966, recorded in Volume 4, Page 274, Easement Records of Kerr County, Texas;
6. Easement to L.C.R.A. dated January 23, 1984, recorded in Volume 18, Page 596, Easement Records of Kerr County, Texas;
7. Any visible and/or apparent roadways or easements over or across the subject property; and
8. Taxes for 1985 and subsequent years, if any.

TRACT III:

Lots Nos. 4-R, 5-R, 8-R, and that plot designated "PARK" which is situated between Lots designated 6R and 7R in Cardinal Acres, out of Survey No. 126, Abstract No. 262, according to the plat and plan of said Cardinal Acres Section One, recorded in Volume 3, Page 122, Plat Records of Kerr County, Texas, to which plat and its record reference is here made for all purposes.

This conveyance is made and accepted SUBJECT TO the following:

1. The lots in TRACT III hereinabove described shall never be used for any purpose other than recreational purposes, and only recreational structures, such as boat-houses, open air picnic pavillions, arbors, studios and buildings of like nature shall be erected on the same; and no residence or other living quarters of any kind may be constructed thereon; and no portion thereof shall ever be used for commercial purposes of any kind. The foregoing restrictions as to said tract of land does not prohibit overnight camping by the owner of the TRACT III Lots hereinabove described in said Cardinal Acres, Section One;
2. The Restrictions hereinbefore set forth shall be in force and effect for a period of fifty (50) years from the 1st day of March, 1972, and are hereby declared to be covenants that run with the land;
3. Easement to L.C.R.A., recorded in Volume 6, Page 345, Easement Records of Kerr County, Texas, and the restrictions, reservations and easements shown on the plat recorded in Volume 3, Page 122, Plat Records of Kerr County, Texas, to which instruments and their record reference is here made for all purposes;
4. Right of reversion found of record in Deed recorded in Volume 232, Page 623, Deed Records of Kerr County, Texas;
5. Easements as per plat dated November 2, 1971, recorded in Volume 3, Page 122, Plat Records of Kerr County, Texas;
6. Any visible and/or apparent roadways or easements over or across the subject property; and
7. Taxes for 1985 and subsequent years, if any.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise

belonging unto the said Grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors, successors, assigns and administrators to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the vendor's lien, as well as the superior title in and to the above described Property, is retained against the above described Property until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

FIRST NATIONAL BANK OF BOERNE, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described Property as is evidenced by the hereinbefore mentioned \$22,000.00 note, the vendor's lien, together with the superior title to said Property, is retained herein for the benefit of the said FIRST NATIONAL BANK OF BOERNE and the same are hereby TRANSFERRED and ASSIGNED, without recourse as to payment of the note on the undersigned, to the said FIRST NATIONAL BANK OF BOERNE.

All ad valorem taxes against the above described Property for the current year have been prorated as of the date of this conveyance, and payment thereof is assumed by the Grantee.

EXECUTED this the 24th day of July, 1985.

Denis Kwolek
DENIS KWOLEK, TRUSTEE

STATE OF TEXAS *

COUNTY OF KERR *

This instrument was acknowledged before me on the 24th day of July, 1985, by DENIS KWOLEK, TRUSTEE.

My Commission expires:

1/31/89

Jimmie L. Peschel
Notary Public, State of Texas
Notary's Printed Name:

Jimmie L. Peschel

Grantee Address:

/ 165 Woodhill Rd.
Kerrville, Texas 78028

PREPARED IN THE OFFICE OF:
H. Ritman Jons
Jons & Parker, P.C.
P.O. Box 472
Kerrville, Texas 78208

FILED FOR RECORD

at 4:54 o'clock P M

JUL 25 1985

(PATRICIA DYE
Clark County Court, Kerr County, Texas
By Patricia Dye Deputy

FIDELITY ABSTRACT AND TITLE

Ph 896-4311 Kerrville, Tex

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4:54 P M

JUL 25 1985

PATRICIA DYE

State County Court, Kerr County, Texas

Patricia Dye

Return To:

Michael Lanza

165 Woodhill Rd.

Kerrville, Texas

78028

JONS AND PARKER, P.C.

ATTORNEYS AT LAW

313 EARL GARRETT

P.O. BOX 472

KERRVILLE, TEXAS 78028