

6000 2-1-07

Item: **WEST CREEK HEIGHTS**

(Category: RESTRICTIONS)

Volume 206, Page 95, Deed Records of Kerr County, Texas; Volume 464, Page 374, 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.

Item: **WEST CREEK HEIGHTS**

(Category: Subdivisions)

- a. An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Felix R. Real, Sr., et ux, to Felix R. Real, Jr., et ux, dated February 3, 1964, recorded in Volume 117, Page 414, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- b. Road and Utility Easements as per the Plat recorded in Volume 4, Page 107, Plat Records of Kerr County, Texas, and as per the Replat recorded in Volume 5, Page 335, Plat Records of Kerr County, Texas.
- c. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 206, Page 95, Deed Records of Kerr County, Texas.
- d. Right-Of-Way Agreement dated June 14, 1978, to Bandera Electric Cooperative, Inc., recorded in Volume 10, Page 17, Easement Records of Kerr County, Texas.
- e. An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Energy/Land, Inc., a Texas corporation to {PR,"insert grantee for min reservation",ST1,6}, dated {PR,"insert date of min reservation",DT2,6}, recorded in Volume {PR,"insert volume for min reservation",IN1,6}, Page {PR,"insert page for min reservation",IN1,6}, {PR,"insert record type for min reservation",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- f. Any visible and/or apparent roadways or easements over or across the subject property.
- g. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

THE STATE OF TEXAS §

COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That ENERGY/LAND, INC., a Texas Corporation, owner of the Subdivision known as West Creek Heights (hereinafter called "Developer") has dedicated to such Subdivision all the lots, tracts and parcels of land as shown on that certain plat recorded in Volume 4, Page 107, of the Map and Plat Records of Kerr County, Texas, and does hereby impress all of the property included in such Subdivision with the following restrictions and covenants:

1. These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring land in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any Tract or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all of the foregoing restrictions, covenants and conditions. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term for successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) per cent of the tracts as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas. A copy of any change or amendment to these Restrictions or Covenants and Conditions shall be forwarded by prepaid mail to all owners by the Developer. Failure to furnish said copy shall not affect the validity of such change or amendment.

2. The following words shall have the following meanings in construing the restrictions, covenants and conditions:

(a) "West Creek Heights" shall mean and refer to that subdivision of Kerr County, Texas, recorded in the Deed Records of Kerr County, Texas, and designated according to the original plat.

(b) "Purchaser" shall mean and refer to the person or persons entity or entities who have entered into a contract for deed for a tract of land with the Developer as an original party or as a successor or assign; or who owns of record fee simple title to a tract.

(c) "Residence" shall mean and refer to a permanent structure erected on a tract for use as a single family dwelling.

(d) "Building Board" shall mean and refer to the West Creek Heights Building Board composed of Richard E. Robertson, Jr., and Steven S. Monroe, their successors, heirs, executors and assigns, or designees in writing, who shall review the plans of construction prior to the construction or erection of any building, residential or out-building and shall determine whether such specifications and plans are not in violation of any of these restrictions, covenants or conditions.

9. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. The Building Board shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.

10. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.

11. No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without consent of the Developer.

12. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Building Board to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

13. The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

14. The right is expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in the paragraph 13 above.

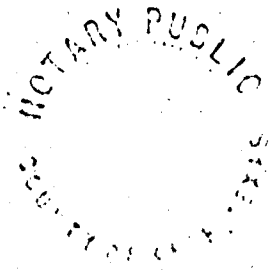
15. Violation of any restriction or condition or breach of any covenant herein contained shall give the Building Board or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

16. Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements to also extend along any owners side and rear property lines in case of fractional tracts.

The above restrictions, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies shall be cumulative and enforceable by said Developer, Building Board or any person who owns any tract or parcel of land situated in the said West Creek Heights.

Invalidation of any one or any part of these restrictions by judgment or court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

Witness the execution hereof on this the 20th day of February, 1978.



ENERGY/LAND, INC

BY

G. E. LEHMANN

Its Attorney in Fact

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared G. E. LEHMANN, known to me to be the person whose name is subscribed to the foregoing instrument as attorney in fact of Energy/Land, Inc., the party thereto, and acknowledged to me that he executed the same in the capacity therein stated as attorney in fact for the said Energy/Land, Inc., and that the said Energy/Land, Inc., executed the same by and through him, as the act of such corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of February, A.D. 1978.

Filed 13 Day of Mar, A.D. 1978 at

EMMIE M. MUENKER 2:45 p.m.
Clerk County Court, Kerr County, Texas

By Judy Holmes Deputy

Barbara Malsbenden
Notary Public in and for
Kerr County, Texas

Notary Public in and for Kerr Co., Texas
Commission Expires 12-31-78

-4-

Filed for record March 13, 1978 at 2:45 o'clock P.M.
Recorded March 16th, 1978
EMMIE M. MUENKER, Clerk

By Barbara Malsbenden Deputy

(e) "Tract" shall mean and refer to the lot, acreage or parcel of land conveyed or contracted for by the purchaser, his executor, beneficiaries or assigns.

3. None of said Tracts, or the improvements erected thereon, shall be used for any purpose other than a private single family residence with the usual and customary accessory buildings, such as, but not limited to, garage, guest cottage and servants' quarters. No Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be constructed to prevent a purchaser from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.

4. There is hereby established a Building Board which shall determine if the plans and specifications for any structure on any Tract meet the requirements of these restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Building Board shall establish. No construction may begin until a plan or plans and specifications have been approved by the Building Board. Plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure and notes and/or specifications that describe the materials to be used on the exteriors.

5. All buildings and structure on each Tract shall be architecturally acceptable by the Building Board. No unpainted sheet metal or fiberglass structures shall be placed on any of said Tracts for use as an accessory building. No tent, or substandard structure of any character may be placed, constructed or maintained on any of said Tracts, nor shall any trailer or any structure of a temporary character be used as a residence thereon. Storage of travel trailers is permissible provided it is not in a condition or location to adversely affect the value of the adjoining property.

6. Not more than one primary residence shall be constructed on any tract of the land herein contracted for or conveyed, and no residence shall be constructed thereon which contains less than 1,400 square feet of living area nor which is less than fifty per cent (50%) masonry construction unless it first has been approved by said building Board. The minimum depth of building setback lines from the roads fronting the tracts in West Creek Heights shall be not less than fifty (50) feet and not less than twenty five (25) feet from side tract lines. There can be no variations from this No. 6 paragraph unless permission is granted in writing by the said West Creek Heights Building Board prior to any such construction.

7. Commercial Production of Livestock and horses shall not be permitted. Limited personal livestock will be restrained by fence enclosures. No swine shall be permitted. Suitable livestock barns and pens may be constructed with approval of plans by Building Board. NO HUNTING OF ANY NATURE WILL BE ALLOWED.

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

FIRST SUPPLEMENTAL RESTRICTIONS
WEST CREEK HEIGHTS SUBDIVISION

STATE OF TEXAS

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COUNTY OF KERR

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KNOW ALL MEN BY THESE PRESENTS:
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That we, the undersigned property owners of West Creek Heights Subdivision, more particularly described in Volume 4, Page 107 of the Plat Records of Kerr County, Texas, being over fifty-one (51%) of the property owners within said subdivision do hereby file for record and declare the following Supplemental Restrictions on West Creek Heights Subdivision herein supplementing those restrictions as found in Volume 206, Page 95 of the Real Property Records of Kerr County, Texas, said said supplemental restrictions being as follows, to-wit:

17. The subdivision may be re-platted and the same may be filed of record in the Plat Records of Kerr County, Texas, provided that over fifty-one percent (51%) of the property owners vote in favor of any such re-plat. Any deviations on any such re-plat from the original plat filed of record in Volume 4, Page 107 of the Plat Records of Kerr County, Texas, such deviations including but not limited to the dedication of any road within said subdivision to the County, shall be approved by over fifty-one percent (51%) of the property owners within said subdivision.
18. At such time as over ninety percent (90%) of the lots within said subdivision have been sold, the owners of the lots within said subdivision shall be entitled to form a Property Owners' Association. Said Property Owners' Association shall consist of a Chairperson, Vice-Chairperson and Secretary/Treasurer. Each officer within said Property Owners' Association shall be elected by majority vote of the property owners within said subdivision with each property owner receiving one (1) vote for each lot owned by said property owner. All of the rights, powers and authorities of the Property Owners' Association shall be determined by a vote of the property owners themselves under whatever terms and conditions said property owners may require. Each officer of the Property Owners' Association shall serve in his capacity for a period of two (2) years or for whatever term the property owners so decide. A meeting shall be held for the purposes of electing new officers into the Property Owners' Association and for the purposes of promulgating any new rules, regulations or restrictions within said subdivision.
19. In the event that over fifty-one percent (51%) of the property owners vote to re-plat this subdivision, it shall be sufficient or any such re-plat that the officers of the Property Owners' Association sign said re-plat on behalf of all of the property owners, and the signature of all of the individual property owners shall not be required to be affixed to any said re-plat.
20. The developer, ENERGY LAND, INC., herein relinquishes any and all authority it may have within said subdivision to said Property Owners' Association, and in the event that ENERGY LAND, INC., should be an owner of any lot within said subdivision or subsequently become owner of any of the lots within said subdivision, ENERGY LAND, INC., shall enjoy the same rights, powers and privileges of any other property owner within said subdivision.
21. All other covenants, conditions and restrictions as provided in the original restrictions of West Creek Heights Subdivision recorded in Volume 206, Page 95 of the Deed Records of Kerr County, Texas, insofar as

the same are not inconsistent with the terms herewith, shall remain in full force and effect.

SIGNED this the 23rd day of January, 1986⁷, by Mabel D. King, owner of Lot(s) 7B, West Creek Heights Subdivision.

Mabel D. King
Mabel D. King

SIGNED this the 25th day of January, 1986⁷, by George Collins, owner of Lot(s) 8-A, West Creek Heights Subdivision.

George Collins
George Collins

SIGNED this the 25th day of January, 1986⁷, by Winifred E. Collins, owner of Lot(s) 8-A, West Creek Heights Subdivision.

Winifred E. Collins
Winifred E. Collins

SIGNED this the 25th day of January, 1986⁷, by Tommy T. Blake, owner of Lot(s) 5-A, 5-C, West Creek Heights Subdivision.

Tommy T. Blake
Tommy T. Blake

SIGNED this the 25th day of January, 1986⁷, by Florene B. Blake, owner of Lot(s) 5-A, 5-C, West Creek Heights Subdivision.

Florene B. Blake
Florene B. Blake

~~SIGNED this the 25th day of January, 1986⁷, by [Signature], owner of Lot(s) 5-A, 5-C, West Creek Heights Subdivision.~~

~~[Signature]~~

SIGNED this the 25th day of January, 1986⁷, by Laura Hilma Lewis, owner of Lot(s) 9-B, West Creek Heights Subdivision.

Laura Hilma Lewis
Laura Hilma Lewis

SIGNED this the 16 day of February, 1986⁷, by A. C. Moore,
owner of Lot(s) 20, West Creek Heights Subdivision.

A C Moore
A. C. Moore

SIGNED this the 16 day of February, 1986⁷, by Marilynne M. Moore,
owner of Lot(s) 20, West Creek Heights Subdivision.

Marilynne M. Moore
Marilynne M. Moore

SIGNED this the 20 day of February, 1986, by F. T. Farahani,
owner of Lot(s) 7-A, West Creek Heights Subdivision.

F. T. Farahani
F. T. Farahani

SIGNED this the 20th day of February, 1986⁷, by Candy Farahani,
owner of Lot(s) 7-A, West Creek Heights Subdivision.

Candy Farahani
Candy Farahani

SIGNED this the 20th day of February, 1986⁷, by H. FOSTER BRENNEN,
owner of Lot(s) 3C, West Creek Heights Subdivision.

H. Foster Brennen
H. FOSTER BRENNEN

SIGNED this the 20th day of February, 1986⁷, by Phyllis Brennen,
owner of Lot(s) 3C, West Creek Heights Subdivision.

Phyllis Brennen
Phyllis Brennen

SIGNED this the 20th day of February, 1986⁷, by Carol A. Bailey,
owner of Lot(s) 6A, West Creek Heights Subdivision.

Carol A. Bailey
Carol A. Bailey

SIGNED this the 20th day of February, 1986, by ROBERT A. HORTON,
owner of Lot(s) 4B, West Creek Heights Subdivision.

Robert A. Horton

ROBERT A. HORTON

SIGNED this the 20th day of February, 1986, by SALLY T. HORTON,
owner of Lot(s) 4B, West Creek Heights Subdivision.

Sally T. Horton

SALLY T. HORTON

SIGNED this the 20th day of February, 1986, by BETTY A. MURPHY,
owner of Lot(s) 1B, West Creek Heights Subdivision.

Betty A. Murphy

BETTY A. MURPHY

SIGNED this the 20th day of February, 1986, by J. EDWARD MURPHY,
owner of Lot(s) 1B, West Creek Heights Subdivision.

J. Edward Murphy

J. EDWARD MURPHY

SIGNED this the 12th day of March, 1986, by BECKY COONS,
owner of Lot(s) 1-A, West Creek Heights Subdivision.

Becky Coons

BECKY COONS

SIGNED this the 4 day of May, 1986, by Candy Kane,
owner of Lot(s) _____, West Creek Heights Subdivision.

Candy Kane

Waded Kane

CANDY KANE

SIGNED this the _____ day of _____, 1986, by _____,
owner of Lot(s) _____, West Creek Heights Subdivision.

SIGNED this the 24 day of Feb, 1986, by G.W. Robinson
owner of Lot(s) 1-D, West Creek Heights Subdivision.

G.W. Robinson Jr
G.W. ROBINSON, JR

SIGNED this the 24 day of Feb, 1986, by wife (Margaret),
owner of Lot(s) 1-D, West Creek Heights Subdivision.

Margaret Robinson
MARGARET ROBINSON

SIGNED this the 1st day of March, 1986, by Viola S. Gunderson,
owner of Lot(s) 6-C, West Creek Heights Subdivision.

Viola S. Gunderson
Viola S. Gunderson

SIGNED this the 1st day of March, 1986, by G.W. Gunderson,
owner of Lot(s) 6-C, West Creek Heights Subdivision.

G.W. Gunderson
G. W. Gunderson

SIGNED this the _____ day of _____, 1986, by _____,
owner of Lot(s) _____, West Creek Heights Subdivision.

Don Biermann
DON BIERMANN

SIGNED this the 5 day of 5, 1986, by _____,
owner of Lot(s) 6-D, West Creek Heights Subdivision.

SIGNED this the _____ day of _____, 1986, by _____,
owner of Lot(s) _____, West Creek Heights Subdivision.

Acknowledgment

VOL. 464

PAGE 379

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 23rd day of January,
1986, by Mabel D. King.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

Rebecca S. Coons
Notary's Printed Name
My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 25th day of January,
1986, by George Collins.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

Rebecca S. Coons
Notary's Printed Name
My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 25th day of January,
1986, by Winifred E. Collins.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

Rebecca S. Coons
Notary's Printed Name
My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 25th day of January,
1986, by Tommy T. Blake.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

Rebecca S. Coons
Notary's Printed Name
My commission expires: 8-28-89

Acknowledgment

VOL. 464 PAGE 380

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 25th day of January,
1986, by Lorene B. Blake.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

Rebecca S. Coons

Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 25th day of January,
1986, by Laura Hilma Lewis.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

Rebecca S. Coons

Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this _____ day of _____,
1986, by _____.

(Seal)

Notary Public, State of Texas

Notary's Printed Name

My commission expires: _____

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this _____ day of _____,
1986, by _____.

(Seal)

Notary Public, State of Texas

Notary's Printed Name

My commission expires: _____

Acknowledgment

VOL. 464 PAGE 381

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 24th day of Feb, 1988, by G. W. Robinson Jr.

(Seal)

Betty A. Murphy
Notary Public, State of Texas

Betty A. Murphy
Notary's Printed Name

My commission expires: 5-23-88

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 24th day of Feb, 1988, by Margaret Robinson

(Seal)

Betty A. Murphy
Notary Public, State of Texas

Betty A. Murphy
Notary's Printed Name

My commission expires: 5-23-88

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 1st day of March, 1988, by Violet L. Henderson

(Seal)

Betty A. Murphy
Notary Public, State of Texas

Betty A. Murphy
Notary's Printed Name

My commission expires: 5-23-88

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 1st day of March, 1988, by H. H. Henderson

(Seal)

Betty A. Murphy
Notary Public, State of Texas

Betty A. Murphy
Notary's Printed Name

My commission expires: 5-23-88

Acknowledgment

VOL. 464 PAGE 382

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 16th day of February, 1986, by G.C. Moore.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 16th day of February, 1986, by MARILYN M. MOORE.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 20th day of February, 1986, by F. T. FARAHANI.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 20th day of February, 1986, by CANDY FARAHANI.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

VOL. 464 PAGE 383

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 20th day of February, 1986, by W. FOSTER BRENNER.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 20th day of February, 1986, by PHYLLIS BRENNER.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 20th day of February, 1986, by CAROL A. BAILEY.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 20th day of February, 1986, by ROBERT A. HORTON.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment VOL. 464 PAGE 384

STATE OF TEXAS

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COUNTY OF KERR

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NOTARY
This instrument was acknowledged before me this 20th day of February,
1986, by SALLY T. HORTON.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 20th day of February,
1986, by BETTY A. MURPHY.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this 20th day of February,
1986, by J. EDWARD MURPHY.

(Seal)

Rebecca S. Coons
Notary Public, State of Texas

REBECCA S. COONS
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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1987 This instrument was acknowledged before me this 12th day of March,
1986, by Decky Coons.

(Seal)

Deborah Lee Hall
Notary Public, State of Texas

Deborah Lee Hall
Notary's Printed Name

My commission expires: 7/7/89

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STATE OF TEXAS

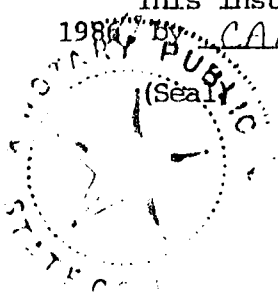
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COUNTY OF KERR

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This instrument was acknowledged before me this 4th day of May,
1986, by CANDY KANE.



Rebecca S. Coons
Notary Public, State of Texas

Rebecca S. Coons
Notary's Printed Name

My commission expires: 8-28-89

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this _____ day of _____,
1986, by _____.

(Seal)

Notary Public, State of Texas

Notary's Printed Name

My commission expires: _____

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this _____ day of _____,
1986, by _____.

(Seal)

Notary Public, State of Texas

Notary's Printed Name

My commission expires: _____

Acknowledgment

STATE OF TEXAS

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COUNTY OF KERR

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This instrument was acknowledged before me this _____ day of _____,
1986, by _____.

(Seal)

Notary Public, State of Texas

Notary's Printed Name

My commission expires: _____

RECORDED IN Real Property
FILE DATE: March 21, 1988
FILE TIME: 1:31 O'CLOCK P M
VOL. _____ PAGE _____
RECORDING DATE

Any provisions herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS)
COUNTY OF KERR
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED, in the Official Public records of Real Property of Kerr County, Texas on

MAR 1988



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY May V. Hume
Deputy

MAR 1988



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD
at 1:31 o'clock P. M.

MAR 21 1988

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By May V. Hume Deputy

Return to:
Franklin M. Hume
335 Grandhurst
Kerrville, Tx. 78928
or call 409
Gene Hume