

4-11-07

Item: **LOYAL VALLEY NO. TWO**

(Category: RESTRICTIONS)

Volume 152, Page 230, Deed Records of Kerr County, Texas; Volume 442, Page 20, 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: **LOYAL VALLEY NO. TWO KERRVILLE SOUTH**

(Category: Subdivisions)

- a. Easement dated May 9, 1952 to L.C.R.A., recorded in Volume 2, Page 521, Easement Records of Kerr County, Texas.
- b. An undivided non-participating royalty interest reserved by Grantors, as described in instrument from V.P. Tippet and wife, Ergeal B. Tippet to Herman A. Swan, et al, dated March 6, 1962, recorded in Volume 112, Page 139, of the Deed Records of Kerr County, Texas; said deed being corrected by instrument dated May 9, 1962, recorded in Volume 124, Page 100, 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 aforesaid instrument.
- c. Easements and Building Set Back Lines as per the Restrictions recorded in Volume 152, Page 230, Deed Records of Kerr County, Texas.
- d. Easements as per the Plat recorded in Volume 3, Page 113, Plat Records of Kerr County, Texas.
- e. Any visible and/or apparent roadways or easements over or across the subject property.
- f. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

## WARRANTY DEED

THE STATE OF TEXAS     §  
COUNTY OF KERR         §     3247 KNOW ALL MEN BY THESE PRESENTS:

That we, G. E. LEHMANN and GORDON H. MONROE, both of Kerr County, Texas, hereinafter referred to as Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to us in hand paid by LORENA ADKINS DEPP, a feme sole, of the County of Kerr, State of Texas, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, does or shall exist, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY, unto the above named Grantee, all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and more particularly described as follows, to-wit:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being Lots Nos. Fourteen (14) and Fifteen (15) of Loyal Valley, Section One, a subdivision of record in Volume 3, Page 42, of the Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

SAVE AND EXCEPT from the land hereinabove described the undivided one-half (1/2) non-participating royalty interest reserved by V. P. Tippet and Ergeal B. Tippet in the oil, gas and other minerals of the land above described, and being the interest in the customary one-eighth (1/8th) royalty provided in oil, gas and other mineral leases, but with no interest in the bonus or any rentals paid under any such leases being reserved, and the right to execute oil, gas or other mineral leases being conveyed by V. P. Tippet and Ergeal B. Tippet to their grantees, their heirs and assigns, which said rights are hereby conveyed by Grantors herein to Grantee in this instrument, said undivided one-half (1/2) non-participating royalty interest being more fully described in that certain Correction Deed dated May 9, 1962,

from V. P. Tippet and wife, Ergeal B. Tippet, to Herman A. Swan, et al, recorded in Volume 124, page 100, Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

This conveyance is made and accepted subject to all of the applicable Loyal Valley restrictions, covenants and conditions, a copy of which is attached hereto marked Exhibit A, incorporated herein and made a part hereof by reference for all purposes, and the same shall be binding upon the Grantee, her heirs and assigns and all persons claiming under said Grantee.

Further, this conveyance is made and accepted subject to any and all utility easements and rights-of-way, if any, affecting the hereinabove described property that are valid, existing and properly of record and/or on the ground.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named Grantee, her 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 above named Grantee, her heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

The wives of G. E. Lehmann and Gordon H. Monroe are not joined herein because no part of the hereinabove described property constitutes any part of the homestead, business or residential property of G. E. Lehmann and Gordon H. Monroe.

WITNESS our hands at Kerrville, Texas, this the 15th day of October, A. D. 1971.

FILED FOR RECORD

at 4:20 o'clock P. M.,

OCT 20 1971

*Emmie M. Mendenhall*  
Clerk County Court, Kerr County, Texas

*Emmie M. Mendenhall*  
Clerk County Court, Kerr County, Texas

*G. E. Lehmann*  
G. E. Lehmann

*Gordon H. Monroe*  
Gordon H. Monroe

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared G. E. LEHMANN and GORDON H. MONROE, 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, this the 15th day of October, A. D. 1971.



*[Signature]*  
Notary Public in and for  
Kerr County, Texas

My commission expires June 1, 1973.

SETH L. MORTON  
Notary Public  
Kerr County, Texas

That G. E. Lehmann and Gordon H. Monroe, being the sole owners of Kerrville South in Kerr County, Texas, and developers of Loyal Valley, do hereby restrict Loyal Valley Installment One (1) of said Subdivision, as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of lots in said subdivision, and his or their heirs, assigns, successors and administrators, to-wit:

1. All lots shall be known and used exclusively for residential purposes.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single family dwelling unit, not to exceed two stories, shall be erected, placed or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Mobil homes or manufactured homes not less than 36 months old, unless approved, are permitted, provided they contain not less than 550 square feet of living area and are underpinned and skirted with a material and by a method approved in writing by G. E. Lehmann and Gordon H. Monroe, their successors and assigns.
4. No residence shall be located on any lot nearer than 25 feet to the front line nor nearer than four (4) feet to the side or back lot line of any lot, and no outbuilding shall be constructed nearer than 40 feet to the front lot line nor nearer than four (4) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
5. No residence of less than 550 square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot.
6. Buildings shall be neat in appearance, and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within 120 days from the beginning date of construction. All house plans or mobil home plans shall be approved in writing by G. E. Lehmann and Gordon H. Monroe, their successors or assigns, prior to construction or placement on lot.
7. All structures shall be new construction using new material. No used material permitted.
8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals, except household pets, shall be kept or maintained on any lot.
11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, G. E. Lehmann and Gordon H. Monroe, or their successors or assigns, may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to G. E. Lehmann and Gordon H. Monroe or their successors or assigns.
12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by petition of the owners of at least 60% of the residential lots.
13. Enforcement of these covenants shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.
14. Invalidity of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.
15. The Sellers retain an easement four (4) feet wide along the perimeter of the lot to be used for purposes of utilities.
16. Each lot in Loyal Valley must have a street light at the front of the property as per specifications of developers at the time of construction or occupancy.

Filed for record October 20, 1971 at 4:20 o'clock P. M.

Recorded October 21, 1971

EMILIE M. MUENKER, Clerk

By Theresa M. Muenker Deputy

CORRECTION ASSUMPTION DEED  
WITH 3RD VENDOR'S LIEN

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

THAT I, FRED WOODSELL, not joined herein by my spouse for the reason that the hereinafter described property forms no part of our homestead, and no improvements have been made on said property with community funds, of the County of Kerr 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 for the further consideration of the assumption and agreement to pay by grantee, according to the terms thereof, all principal and interest now remaining unpaid on the following promissory notes:

NOTE NO. 1. That one certain promissory note in the original principal sum of \$24,795.00, dated December 1, 1971, executed by FRED WOODSELL and GEORGE J. MUCK, a joint venture, and payable to the order of G. E. LEHMANN and GORDON H. MONROE, and secured by a Deed of Trust thereon recorded in Volume 111, Page 411, of the Deed of Trust Records of Kerr County, Texas, and grantee assumes and promises to keep and perform all covenants and obligations of grantors named in said Deed of Trust,

NOTE NO. 2. That one certain promissory note in the original principal sum of \$14,256.00, dated July 20, 1972, executed by FRED WOODSELL and GEORGE J. MUCK, a joint venture, and payable to the order of G. E. LEHMANN and GORDON H. MONROE, and secured by a Deed of Trust thereon recorded in Volume 115, Page 698, of the Deed of Trust Records of Kerr County, Texas, and grantee assumes and promises to keep and perform all covenants and obligations of grantors named in said Deed of Trust,

and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith,

payable to the order of grantor in the principal sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7,500.00) DOLLARS, payable in semi-annual installments and bearing interest as therein provided and containing the usual clauses relating to acceleration of maturity and for attorney's fees, and providing for acceleration of maturity, at the option of the holder, in the event of default in the payment of the note hereby assumed, or default in any covenant or condition of the Deed of Trust securing said note hereby assumed, the payment of which said note of even date herewith is secured by a Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to E. A. SCHREIBER, Trustee, with such lien encumbering only that 9.6 acres of land hereinafter described, and this lien being a second and inferior lien to that first vendor's lien described as NOTE 2 hereinabove described, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GEORGE J. MUCK, all of my right, title and interest in and to the following described tracts of land, lying and being situated in the County of Kerr, State of Texas, to-wit:

TRACT I:

Being Lots Nos. 43, 44, 46, 47, 50, 51, 52, 53, 54, 55, 56, 58, 64, 65, 66, 67, 68, 70, 72 and 74, LESS, HOWEVER, the South 105 feet of said Lot 74, of Loyal Valley Section Two, a Subdivision of record in Volume 3, Page 113, Plat Records of Kerr County, Texas, to which reference is here made for all purposes.

TRACT II:

Being Lots Nos. 1, 2, 5, 6, 27 and part of 32, of Loyal Valley Section One, a Subdivision of record in Volume 3, Page 42 Plat Records of Kerr County, Texas, to which reference is here made for all purposes.

TRACT III:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 9.6 acres of land out of Original Survey No.

146, William C. Francis, Abstract No. 137, being a part of that 959 acres of land out of said Survey No. 146, which was conveyed from Clyde McMahon and W. D. Caldwell to G. E. Lehmann and Gordon H. Monroe, by Deed dated September 27, 1966, of record in Volume 125, Page 558, of the Deed Records of Kerr County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake set to mark the West corner of this 8.83 acre tract which was conveyed from G. E. Lehmann and Gordon H. Monroe to George Muck and Fred Woodell by Deed dated December 1, 1971, of record in Volume 152, Page 780, Deed Records of Kerr County, Texas, said corner in the South line of 60 foot wide Ranchero Road and being located approximately 3695 feet N. 44° 33' E. 883.3 feet S. 43° 04' E. and 90.1 feet S. 54° 14' W. from the South corner of Original Survey No. 145, Thomas L. Waddell;

THENCE, with the South line of said Ranchero Drive, S. 73° 09' W. 350 feet to an iron stake the NW corner of this tract;

THENCE, S. 25° 28' E. 1282.4 feet to an iron stake in fence, the East property line fence;

THENCE, with fence, N. 45° 18' E. 375 feet to an iron stake the South corner of said 8.83 acre tract;

THENCE, with the SW line of said 8.83 acre tract N. 25° 52' W. 1106.6 feet to the PLACE OF BEGINNING.

It being the intention of said Grantor herein, to convey all of his right, title and interest in and to all of the lots now remaining unsold in Loyal Valley Section One and Loyal Valley Section Two, whether specifically designated herein or not.

This conveyance is made and accepted SUBJECT TO the following:

- (1) 1/2 royalty interest reserved by V. P. Tippet, et ux, in Correction Deed to Herman A. Swan, et al, dated May 9, 1962, recorded in Volume 124, Page 100, Deed Records of Kerr County, Texas.
- (2) Electrical line easements to LCRA recorded in Volume 59, Page 429, Volume 59, Page 430, and Volume 61, Page 13, Deed Records of Kerr County, Texas, and Volume 2, Page 521, Easement Records of Kerr County, Texas.
- (3) Restrictions for Loyal Valley Subdivision recorded in Volume 152, Page 231, Deed Records of Kerr County, Texas.
- (4) Any visible or apparent roadways or easements over or across the subject property.



1/27/83

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 I do hereby bind myself, my 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.

It is further expressly agreed that the Vendor's Lien herein retained shall secure the note of even date herewith and the notes assumed by grantee herein and, in the event of default in the payment of said notes so assumed (or default in any covenant or condition of any instrument securing payment of said notes so assumed), the grantor herein shall have the right and privilege of foreclosing the vendor's lien reserved in his favor herein.

It is expressly agreed that the second and inferior vendor's lien retained hereby by Grantor encumbers only TRACT III of the hereinabove described property.

This Deed is made in place of and as a Deed of Correction of a Deed executed by Grantor herein to Grantee, dated June 7, 1973, and recorded in Volume 164, Page 369, Deed Records of Kerr County, Texas, wherein by error or mistake the Section Numbers in the legal description of Tracts I and II were stated incorrectly,

and this instrument is made by Grantor and accepted by Grantee in order to correct said mistake, and in all other respects confirming said former Deed.

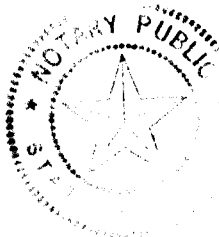
EXECUTED this 8TH day of September, A.D. 1987.

Fred Woodrell  
FRED WOODRELL

THE STATE OF TEXAS §  
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared FRED WOODRELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8TH day of September, A.D. 1987.



LIBBY MCSIDLE  
My Commission Expires 5/5/88

Libby McSidle  
Notary Public in and for  
Kerr County, Texas

My Commission Expires:  
\_\_\_\_\_

Purchaser's Address:

101 George Mueck DR.  
Kerrville TX 78008

FILED FOR RECORD  
at 11:14 o'clock A M

SEP 9 1987

PATRICIA DYE  
County Clerk, Kerr County, Texas  
Patricia Dye

Any provisions herein which restrict 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 of the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

SEP 16 1987



Patricia Dye  
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD  
at 11:14 o'clock *H* 13

SEP 9 1987

PATRICIA DYE

*Patricia Dye*

CORRECTION ASSUMPTION DEED  
WITH 3RD VENDOR'S LIEN

FRED WODELL

TO

GEORGE J. MUCK

THIS INSTRUMENT FILED BY:  
COMPUTITLES, INC.  
ONE SCHREINER CTR. No. 101  
KERRVILLE, TX. 78028

RETURN TO:  
COMPUTITLES, INC.  
ONE SCHREINER CTR. No. 101  
KERRVILLE, TX. 78028

PROHL & LESLIE  
ATTORNEYS AT LAW  
829-B MAIN  
KERRVILLE, TEXAS 78028

VOL. 442 PAGE 25