

FAWN RUN RESTRICTIONS

Volume 255, Page 403, Volume 255, Page 406, Volume 255, Page 409, Volume 283, Page 225 and Volume 304, Page 513, Deed Records of Kerr County, Texas; Volume 5, Page 107, Plat Records of Kerr County, Texas; Volume 325, Page 357, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easements as per the Plat recorded in Volume 5, Page 107, Plat Records of Kerr County, Texas.
- Easement reserved in the Restrictions recorded in Volume 325, Page 357, 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)

170681

MICHAEL L. HEDGES

TO

GRADY TUCK, JR.

816445

WARRANTY DEED

VOL 255

PAGE 403

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

THAT I, MICHAEL L. HEDGES, not joined by my wife herein for the reason that no part of the hereinafter described property constitutes my homestead, of the County of Kerr and State of Texas, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS cash, and other valuable consideration to the undersigned paid by the Grantee herein named, receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GRADY TUCK, JR. of the County of Kerr and State of Texas, one-half (1/2) of my one-third (1/3rd) undivided interest in and to the following described property in Kerr County, Texas, to-wit:

FIELD NOTES DESCRIPTION FOR A 33.94 ACRE TRACT OR PARCEL OF LAND OUT OF THE GRADY TUCK, JR., ET AL 483.60 ACRE TRACT FORMERLY OWNED BY WM. BURNER IN KERR COUNTY, TEXAS.

Being all of a 33.94 acre tract or parcel of land out of that 424.06 acre tract conveyed as Tract II of a 483.60 acre tract to a deed from Betty Burney Mosley Hall, et al, to Grady Tuck, Jr., Trustee, as recorded in Volume 211 at Page 657 of the Deed Records of Kerr County, Texas; being all out of the William T. Crook Survey No. 63, Abstract No. 116 in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 1/2" iron stake at a fence intersection post in the southwest right-of-way line of Wharton Road, which point is the East corner of the herein described tract; and the North corner of a certain 44.34 acre tract; and which point bears approximately 1238.2 feet, N. 72 deg. 51 min. W., from the occupied East corner of said Survey No. 63;

THENCE, with fence along the southeast boundary line of the herein described tract, which line is the northwest boundary line of said 44.30 acre tract, S. 44 deg. 30 min. W., 1432.73 feet to an existing 1/2" iron stake at a fence intersection point for the South corner of the herein described tract;

- 1 -

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THENCE, with fence along the northeast boundary line of Burney Oak Estates, a subdivision of record, which line forms the southeast line of the herein described tract, each point being a fence anglepost, the following seven (7) calls:

- (1) N. 17 deg. 32 min. W., 597.21 feet;
- (2) N. 15 deg. 36 min. W., 101.03 feet;
- (3) N. 16 deg. 15 min. W., 73.27 feet;
- (4) N. 16 deg. 08 min. W., 628.27 feet;
- (5) N. 13 deg. 15 min. W., 182.66 feet;
- (6) N. 14 deg. 34 min. W., 142.01 feet;
- (7) N. 39 deg. 44 min. W., 609.49 feet to an existing 1/2" iron stake in said fence line for the most Easterly corner of the herein described tract;

THENCE, with the northwest boundary line of the herein described tract, N. 29 deg. 39 min. E., 196.42 feet to an existing 1/2" iron stake in said fence line along the southwest right-of-way of Wharton Road for the North Corner of the herein described tract;

THENCE, with said fence line which forms the southwest right-of-way line of Wharton, which line forms the northeast boundary line of the herein described tract, S. 46 deg. 58 min. E., 499.79 feet to a fence anglepost; and S. 57 deg. 10 min. E., 1696.78 feet to the PLACE OF BEGINNING, containing 33.94 acres of land within these metes and bounds.

This sale is made and accepted subject to the following restrictions and covenants:

(1) No tent, house trailer, or temporary structure of any character may be placed, constructed or maintained on any portion of said land.

(2) No portion of said land shall be used for a commercial gravel operation.

(3) Sellers warrant and covenant that the restrictions placed on the property conveyed hereunder shall also apply to all property or any part thereof owned by Grantors and which join the tract conveyed hereunder and that said restrictions shall be contained in any deeds of conveyance and/or contracts given by Sellers in the future on any said adjoining property or portion thereof.

This conveyance is further made and accepted subject to the following:

Any visible and apparent roadway or easement extending over or across the subject property;

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 Grantor does hereby bind himself, his 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

- 2 -

person whomever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 18th day of December, A.D. 1981.

Subscribed and sworn to before me this 18th day of December, A.D. 1981, by MICHAEL L. HEDGES, 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.

Notary Public in and for Kerr County, Texas
James P. Stippel
My commission expires 5-26-85.

STATE OF TEXAS
COUNTY OF KERR

Given under my hand and seal of office on this the 18th day of December, A.D. 1981.



- 3 -

WARRANTY DEED	
# 816445	
MICHAEL L. HEDGES	
TO	
GRADY TUCK, JR.	
FILED FOR RECORD	
DEC 9 1981	
COUNTY CLERK, KERR COUNTY, TEXAS	
By _____ Deputy	
Return To:	Joe Grady Tuck, Atty 1704 Sidney Baker Kerrville, Tx. 78028
Filed By:	Loyers Title Agency 433 Lator, Suite A Kerrville, Tx. 78028
JOE GRADY TUCK ATTORNEY AND COUNSELOR AT LAW Randy E. Professional Bldg. 1704 Sidney Baker Kerrville, Texas 78028	

Filed for record
Recorded December 15, 1981
EMILIE M. HUBBARD, Clerk
By _____ Deputy

MICHAEL L. HEDGES

TO

PAT MILLER

816416

WARRANTY DEED

VOL 255 PAGE 406

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

THAT I, MICHAEL L. HEDGES, not joined by my wife herein for the reason that no part of the hereinafter described property constitutes my homestead, of the County of Kerr and State of Texas, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS cash, and other valuable consideration to the undersigned paid by the Grantee herein named, receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto PAT MILLER, a feme sole, of the County of Harris and State of Texas, all of my one-half (1/2) of my one-third (1/3rd) undivided interest in and to the following described property in Kerr County, Texas, to-wit:

FIELD NOTES DESCRIPTION FOR A 33.94 ACRE TRACT OR PARCEL OF LAND OUT OF THE GRADY TUCK, JR., ET AL. 485.60 ACRE TRACT FORMERLY OWNED BY WM. BURNETT IN KERR COUNTY, TEXAS.

Being all of a 33.94 acre tract or parcel of land out of that 424.06 acre tract conveyed as tract II of a 485.60 acre tract in a deed from Betty Burney Mosley Hall, et al, to Grady Tuck, Jr., Trustee, as recorded in Volume 211 at Page 657 of the Deed Records of Kerr County, Texas; being all out of the William T. Crook Survey No. 63, Abstract No. 116 in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 1/2" iron stake at a fence intersection point in the southwest right-of-way line of Wharton Road, which point is the East corner of the herein described tract; and the North corner of a certain 44.34 acre tract; and which point bears approximately 128.2 feet, N. 72 deg. 51 min. W., from the occupied East corner of said Survey No. 63;

THENCE, with fence along the southeast boundary line of the herein described tract, which line is the northwest boundary line of said 44.30 acre tract, 8.44 deg. 30 min. W., 1452.73 feet to an existing 1/2" iron stake at a fence intersection point for the South corner of the herein described tract;

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THENCE, with fence along the northeast boundary line of Burney Oak Estates, a subdivision of record, which line forms the southeast line of the herein described tract, each point being a fence anglepost, the following seven (7) calls:

- (1) N. 17 deg. 32 min. W., 597.21 feet;
- (2) N. 15 deg. 36 min. W., 101.03 feet;
- (3) N. 16 deg. 15 min. W., 73.27 feet;
- (4) N. 16 deg. 09 min. W., 628.27 feet;
- (5) N. 13 deg. 15 min. W., 182.26 feet;
- (6) N. 14 deg. 34 min. W., 142.61 feet;
- (7) N. 39 deg. 44 min. W., 609.49 feet to an existing 1/2" iron stake in said fence line for the most Easterly corner of the herein described tract;

THENCE, with the northeast boundary line of the herein described tract, N. 29 deg. 39 min. E., 196.62 feet to an existing 1/2" iron stake in said fence line along the southeast right-of-way of Wharton Road for the North Corner of the herein described tract;

THENCE, with said fence line which forms the southwest right-of-way line of Wharton, which line forms the northeast boundary line of the herein described tract, 8.46 deg. 58 min. E., 499.79 feet to a fence anglepost; and 8.57 deg. 10 min. E., 1696.78 feet to the PLACE OF BEGINNING, containing 33.94 acres of land within these metes and bounds.

This sale is made and accepted subject to the following restrictions and covenants:

(1) No tent, house trailer, or temporary structure of any character may be placed, constructed or maintained on any portion of said land.

(2) No portion of said land shall be used for a commercial gravel operation.

(3) Sellers warrant and covenant that the restrictions placed on the property conveyed hereunder shall also apply to all property or any part thereof owned by Grantors and which join the tract conveyed hereunder and that said restrictions shall be contained in any deeds of conveyance and/or contracts given by Sellers in the future on any said adjoining property or portion thereof.

This conveyance is further made and accepted subject to the following:

Any visible and apparent roadway or easement extending over or across the subject property;

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, her heirs and assigns forever; and Grantor does hereby bind himself, his heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, her heirs and assigns, against every

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person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 8th day of December, A.D., 1991.

MICHAEL L. HEDGES

[Signature]

STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned, on this day personally appeared MICHAEL L. HEDGES, 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 December, A.D., 1991.

FILED FOR RECORD
DEC 9 1991
2:30 o'clock P.M.

DAVID M. MUEHNER
County Clerk, Kerr County, Texas
James P. Stippert
Kerr County, Texas

My commission expires 5-26-95.

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WARRANTY DEED

816416 R

MICHAEL L. HEDGES
TO
PAT MILLER, a feme sole

FILED FOR RECORD
DEC 9 1991
2:30 o'clock P.M.

DAVID M. MUEHNER
County Clerk, Kerr County, Texas
James P. Stippert
Kerr County, Texas

Filed by: Lawyers Title Agency
433 Water, Suite A
Kerrville, Tx. 78028

Return to:
JOE GRADY TUCK
ATTORNEY AND COUNSELOR AT LAW
Randy & Professional Bldg.
1704 Sidney Baker
Kerrville, Texas 78028

Filed for record 15, 1991
Recorded December 15, 1991
EMME M. MEINER, Clerk
By _____, Deputy

REGINALD A. TUCK

TO

PAT MILLER

816417

WARRANTY DEED

VOL 255 PAGE 409

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

THAT I, REGINALD A. TUCK, not joined by my wife herein for the reason that no part of the hereinafter described property constitutes my homestead, of the County of Kerr and State of Texas, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS cash, and other valuable consideration to the undersigned paid by the Grantee herein named, receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto PAT MILLER, a feme sole, of the County of Kerr and State of Texas, all of my one-third (1/3rd) undivided interest in and to the following described property in Kerr County, Texas, to-wit:

FIELD NOTES DESCRIPTION FOR A 33.94 ACRE TRACT OR PARCEL OF LAND OUT OF THE GRADY TUCK, JR., ET AL 485.60 ACRE TRACT FORMERLY OWNED BY WM. BURNER IN KERR COUNTY, TEXAS.

Being all of a 33.94 acre tract or parcel of land out of that 424.06 acre tract conveyed as Tract II of a 485.60 acre tract in a deed from Betty Burney Mosley Hall, et al, to Grady Tuck, Jr., Trustee, as recorded in Volume 211 at Page 657 of the Deed Records of Kerr County, Texas being all out of the William T. Crook Survey No. 63, Abstract No. 116 in Kerr County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 1/2" iron stake at a fence intersection point in the southwest right-of-way line of Wharton Road, which point is the East corner of the herein described tract, and the North corner of a certain 44.34 acre tract, and which point bears approximately 1235.2 feet, N. 72 deg. 51 min. W., from the occupied East corner of said Survey No. 63;

THENCE, with fence along the southeast boundary line of the herein described tract, which line is the northwest boundary line of said 44.30 acre tract, S. 44 deg. 30 min. W., 1452.73 feet to an existing 1/2" iron stake at a fence intersection point for the South corner of the herein described tract;

VOL 255 PAGE 410

THENCE, with fence along the northeast boundary line of Burney Oak Estates, a subdivision of record, which line forms the southeast line of the herein described tract, each point being a fence anglepost, the following seven (7) calls:

- (1) N. 17 deg. 32 min. W., 597.21 feet;
- (2) N. 15 deg. 36 min. W., 101.03 feet;
- (3) N. 16 deg. 15 min. W., 73.27 feet;
- (4) N. 16 deg. 09 min. W., 628.27 feet;
- (5) N. 13 deg. 15 min. W., 182.26 feet;
- (6) N. 14 deg. 34 min. W., 142.62 feet;
- (7) N. 39 deg. 44 min. W., 609.49 feet to an existing 1/2" iron stake in said fence line for the most Easterly corner of the herein described tract;

THENCE, with the northwest boundary line of the herein described tract, N. 29 deg. 39 min. E., 196.42 feet to an existing 1/2" iron stake in said fence line along the southwest right-of-way of Wharton Road for the North Corner of the herein described tract;

THENCE, with said fence line which forms the southwest right-of-way line of Wharton, which line forms the northeast boundary line of the herein described tract, S. 44 deg. 30 min. E., 499.79 feet to a fence anglepost and S. 57 deg. 10 min. E., 1696.78 feet to the PLACE OF BEGINNING, containing 33.94 acres of land within these metes and bounds.

This sale is made and accepted subject to the following restrictions and covenants:

(1) No tent, house trailer, or temporary structure of any character may be placed, constructed or maintained on any portion of said land.

(2) No portion of said land shall be used for a commercial gravel operation.

(3) Sellers warrant and covenant that the restrictions placed on the property conveyed hereunder shall also apply to all property or any part thereof owned by Grantors and which join the tract conveyed hereunder and that said restrictions shall be contained in any deeds of conveyance and/or contracts given by Sellers in the future on any said adjoining property or portion thereof.

This conveyance is further made and accepted subject to the following:

Any visible and apparent roadway or easement extending over or across the subject property;

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, her heirs and assigns forever; and Grantor does hereby bind himself, his heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, her heirs and assigns, against every

Person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 14th day of December, A.D. 1981

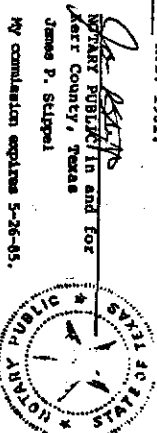
and I, Deed Clerk, AD HOC
Clerk of the County of Kerr, Texas
By Betty J. Muenker, Deputy

REGINALD A. TUCK

STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned, on this day personally appeared REGINALD A. TUCK, 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 14th day of December, A.D. 1981.



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816417 JTC
WARRANTY DEED

REGINALD A. TUCK
TO
PAT MILLER, A FEME SOLE

FILED FOR RECORD
4:30 o'clock P.M.
DEC 9 1981
BETTY J. MUENKER
Clerk of the County of Kerr, Texas
By Betty J. Muenker, Deputy

Filed by: Lawyers Title Agency
433 Water, Suite A
Kerrville, TX. 73023
Return to:
JOE GRADY TUCK
ATTORNEY AND COUNSELOR AT LAW
Barney & Professional Bldg.
1704 Sidney Baker
Kerrville, Texas 73025

Filed for record 15 1981, 1981 at o'clock -H.
BETTY J. MUENKER, Clerk
By Deputy

PAT MILLER TO REGINALD A. TUCK
837828 ASSURPTION DEED VOL. 283 PAGE 225

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF KERR

THAT I, PAT MILLER, a feme sole, of the County of
Harris, State of Texas, for and in consideration of the sum
of TEN AND NO/100THS (\$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 that grantee hereby assumes and
promises to pay, according to the terms thereof, all
principal and interest now remaining unpaid on that one
certain promissory note in the original principal sum of
FIFTY-FOUR THOUSAND FOUR HUNDRED THIRTYSEVEN AND 73/100THS
(\$54,413.73) DOLLARS, dated December 6, 1981, executed by
Grady Tuck, Jr. and Pat Miller, a feme sole, and payable to
the order of the Bank of Kerrville and more fully described
in a Deed of Trust of even date therewith to James T. Elliot,
Trustee, recorded in Volume 213, Page 39, of the Deed of
Trust Records of Kerr County, Texas, said note and the liens
securing same having been renewed and extended by an
unrecorded instrument dated June 6, 1982, upon which note
there now remains unpaid the principal sum of \$10,062.98
with interest thereon to August __, 1983, and Grantee
hereby assumes and promises to perform all of the covenants
and obligations of the Grantor named in said Deed of Trust,
have GRANTED, SOLD AND CONVEYED, and by these presents do
GRANT, SELL AND CONVEY unto REGINALD A. TUCK, of the County
of Kerr and State of Texas, all of my undivided one-half
(1/2) interest in and to the following described property in
Kerr County, Texas, to-wit:

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VOL. 283 PAGE 226
FIELD NOTES DESCRIPTION FOR A 10.00 ACRE TRACT OF LAND OUT
OF THE GRADY TUCK, JR., ET AL. 485.60 ACRE TRACT FORMERLY
OWNED BY WM. ROBERT IN KERR COUNTY, TEXAS.

Being all of a certain 10.00 acre tract or parcel of land
out of Tract No. 2, a 424.06 acre tract situated south of
Wharton Road, out of a 485.60 acre tract conveyed to Grady
Tuck, Jr., Trustee, from Betty Burrey Mosley Hall, et al., by
Married Deed recorded in Volume 211, Page 637 of the Deed
Records of Kerr County, Texas; and being all out of the
William T. Crook Survey No. 63, Abstract No. 116 in Kerr
County, Texas; and being more particularly described by
metes and bounds as follows:

BEGINNING at a 1/2" iron stake set in the southwest
right-of-way line of a certain County road known as Wharton
Road, which point marks the North corner of a certain 13.96
acre tract of land conveyed to Dr. Gregory D. McFossle from
the same Grady Tuck, Jr., et al., 485.60 acre tract as
recorded in Volume 273, Page 823 of the Deed Records of Kerr
County, Texas; which point marks the east corner of the
herein described tract; and which point bears approximately
1639.5 feet S. 27° 42' E. and 431.9 feet N. 37° 10' W.,
from the north corner of said Survey No. 63;

THENCE, along a fence line which forms the southwest
right-of-way line of said Wharton Road, which forms the
northeast boundary of the herein described tract, N. 57°
10' W., 417.23 feet to a 1/2" iron stake set in the
fence line to mark the North corner of the herein described
tract;

THENCE, along the northeast boundary of the herein described
tract, S. 62° 04' W., 738.67 feet to a 1/2" iron stake set
in a fence line which forms the northeast boundary of Burrey
Oak Estates, as recorded in Volume 6, Page 149 in the Plat
Records of Kerr County, Texas, which point marks the West
corner of the herein described tract;

THENCE, along said fence line, which forms the southwest
boundary of the herein described tract, the following three
(3) call: S. 16° 09' E., 428.27 feet to a 60-penny
common nail set at a fence anglepost S. 16° 13' E., 75.27
feet to a 1/2" iron stake set at a fence anglepost; and S.
15° 36' E., 101.09 feet to a 1/2" iron stake set at a fence
anglepost to mark the South corner of the herein described
tract;

THENCE, along the southwest boundary of the herein described
tract, N. 50° 01' E., 1090.53 feet to the PLAT OF
BIRMINGHAM, containing 10.00 acres of land within these metes
and bounds.

This conveyance is made and accepted subject to the
following restrictions and covenants:

- (1) No tent, house trailer, or temporary structure of
any character may be placed, constructed or maintained on
any portion of said land.
- (2) No portion of said land shall be used for a
commercial gravel operation.
- (3) Seller warrants and covenants that the
restrictions placed on the property conveyed hereunder shall

- 2 -

also apply to all property or any part thereof owned by grantor and which join the tract conveyed hereunder and that said restrictions shall be contained in any deeds of conveyance and/or contracts given by Seller in the future on any said adjoining property or portion thereof.

This conveyance is further made and accepted subject to the following:

Any visible and/or apparent roadways or easements extending over or across the subject property.

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

EXECUTED this 22 day of August, 1983.

GRANTOR'S ADDRESS:
Reginald A. Tuck
1704 Sidney Baker
Kerrville, Texas 78026

Pat Miller
PAT MILLER

STATE OF TEXAS §
COUNTY OF KERN §

*Notary Public in and for
the State of Texas*
My Comm. Expires 12/31/84

This instrument was acknowledged before me on the 22nd day of August, 1983, by PAT MILLER.

My commission expires:

Reginald A. Tuck
Notary Public in and for
the State of Texas



- 3 -

ASSIGNMENT DEED
937828
PAT MILLER TO REGINALD A. TUCK
FILED FOR RECORD SEP 16 1983
RETURN TO: Reginald A. Tuck 1704 Sidney Baker Kerrville, Texas 78026
JOE GRADY TUCK ATTORNEY AND COUNSEL AT LAW 1704 Sidney Baker Kerrville, Texas 78026

Filed for record
Recorded September 20th, 1983
JERRICA DYE, CLERK

1983 at _____ of _____
by _____ Deputy

WARRANTY DEED WITH VENDOR'S LIEN

8496

THE STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That I, GRADY TUCK, JR., owning, occupying and claiming other property
as my homestead,
of the County of Travis 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 One Hundred Fifteen Thousand And No/100 (\$115,000.00)
Dollars payable to the order of the BANK OF KERRVILLE, 222 Sidney Baker
South, Kerrville, Kerr County, Texas, as therein provided and bearing
interest at 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 JIM W. SMITH, JR. Trustee,
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
REGINALD A. TUCK

of the County of Kerr and State of Texas, all of the following described real
property in Kerr County, Texas, to-wit:

All of my undivided one-half (1/2) interest in and to the property described
in Exhibit "A" attached hereto and herein incorporated for all intents and
purposes as if fully stated herein.

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.

The BANK OF KERRVILLE, 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 described One Hundred Fifteen Thousand And No/100 (\$115,000.00) Dollars note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of the said BANK OF KERRVILLE, and the same are hereby TRANSFERRED and ASSIGNED to said BANK OF KERRVILLE.

EXECUTED this 28th day of September, A. D. 1984

8:38P

GRADY TUCK, JR.

Mailing address of each grantee:

Name: Reginald A. Tuck
Address: 222 Sidney Baker, #640
Kerrville, Texas 78028

Name:
Address:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Kerr

This instrument was acknowledged before me on the 28th day of September, 19 84,
by GRADY TUCK, JR.

My commission expires:



KIM POLLEY
Notary Public, State of Texas
My Commission Expires Feb. 28, 1985

Notary Public, State of Texas
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 ____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 ____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 ____
by _____
of _____
a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas
Notary's printed name:

AFTER RECORDING RETURN TO:

Reginald A. Tuck
222 Sidney Baker South, #640
Kerrville, Texas 78028

Prepared in the Law Office of:

Robert J. Parnley
Bank of Kerrville Tower
222 Sidney Baker South, Suite 615
Kerrville, Texas 78028

Filed for record by Lawyers Title Agency of Kerrville, Inc.

2nd Oct 28 84
PATROL BY 12:57 P.M.
Shirley L. Parnley

FIELD NOTES DESCRIPTION FOR A 10.00 ACRE TRACT OF LAND OUT OF THE GRADY TUCK, JR., ET AL, 485.60 ACRE TRACT FORMERLY OWNED BY WM. BURNIEY IN KERR COUNTY, TEXAS.

Being all of a certain 10.00 acre tract or parcel of land out of Tract No. 2, a 424.06 acre tract situated south of Wharton Road, out of a 485.60 acre tract conveyed to Grady Tuck, Jr., Trustee, from Betty Burniey Mosty Hall, et al, by Warranty Deed recorded in Volume 211, Page 657 of the Deed Records of Kerr County, Texas; and being all out of the William T. Crook Survey No. 63, Abstract No. 116 in Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set in the southwest right-of-way line of a certain County road known as Wharton Road, which point marks the North corner of a certain 13.96 acre tract of land conveyed to Dr. Gregory G. McKenzie from the same Grady Tuck, Jr., et al, 485.60 acre tract as recorded in Volume 273, Page 823 of the Deed Records of Kerr County, Texas; which point marks the east corner of the herein described tract, and which point bears approximately 1639.5 feet, S. 27° 42' E., and 431.9 feet, N. 57° 10' W., from the north corner of said Survey No. 63;

THENCE, along a fenceline which forms the southwest right-of-way line of said Wharton Road, which forms the northeast boundary of the herein described tract, N. 57° 10' W., 417.25 feet to a 1/2" iron stake set in the fenceline to mark the North corner of the herein described tract;

THENCE, along the northwest boundary of the herein described tract, S. 62° 04' W., 738.67 feet to a 1/2" iron stake set in a fenceline which forms the northeast boundary of Burniey Oak Estates, as recorded in Volume 4, Page 149 in the Plat Records of Kerr County, Texas, which point marks the West corner of the herein described tract;

THENCE, along said fenceline, which forms the southwest boundary of the herein described tract, the following three (3) calls: S. 16° 09' E., 428.27 feet to a "60-penny" common nail set at a fence anglepost; S. 16° 15' E., 75.27 feet to a 1/2" iron stake set at a fence anglepost; and S. 15° 36' E., 101.03 feet to a 1/2" iron stake set at a fence anglepost to mark the South corner of the herein described tract;

THENCE, along the southwest boundary of the herein described tract, N. 50° 01' E., 1090.53 feet to the PLACE OF BEGINNING, containing 10.00 acres of land within these metes and bounds.

This conveyance is made and accepted subject to the following restrictions and covenants:

(1) No tent, house trailer, or temporary structure of any character may be placed, constructed or maintained on any portion of said land.

(2) No portion of said land shall be used for a commercial gravel operation.

(3) Seller warrants and covenants that the restrictions placed on the property conveyed hereunder shall

EXHIBIT "A"

also apply to all property or any part thereof owned by Grantor and which join the tract conveyed hereunder and that said restrictions shall be contained in any deeds of conveyance and/or contracts given by Sellers in the future on any said adjoining property or portion thereof.

This conveyance is further made and accepted subject to the following:

Any visible and/or apparent roadways or easements extending over or across the subject property.

EXHIBIT "A"

Page 2 of 2 Pages

Filed for record October 2, 1984 at 12:57 o'clock P M
Recorded October 4, 1984
PATRICIA DYE, Clerk By Mary C. Hanson Deputy

[illegible]

Patricia Dye, Korymbocystis Dye

Wagon	W.C.
Wagon	W.C.

Aug 15T 6 1984

[Signature]
Chairman, City Planning Commission

I hereby certify that the water supply and sewage disposal utility systems unaltered, or proposed for installation, in the publication cited herein have met the requirements of the Texas State Health Department and U.S.P.A., and are hereby approved as shown.

16 August 1984
Upper Guadalupe River Authority

A horizontal graphic scale bar. The top scale is in miles, ranging from 0 to 100 with major markings every 20 miles and minor markings every 10 miles. The bottom scale is in kilometers, ranging from 0 to 160 with major markings every 40 kilometers and minor markings every 20 kilometers. The text "MILES" and "KILOMETERS" is printed below their respective scales.

GENERAL NOTES

1. See attachments and volume 1 for 10% W-14, W-15, W-16, W-17, W-18, W-19, W-20, W-21, W-22, W-23, W-24, W-25, W-26, W-27, W-28, W-29, W-30, W-31, W-32, W-33, W-34, W-35, W-36, W-37, W-38, W-39, W-40, W-41, W-42, W-43, W-44, W-45, W-46, W-47, W-48, W-49, W-50, W-51, W-52, W-53, W-54, W-55, W-56, W-57, W-58, W-59, W-60, W-61, W-62, W-63, W-64, W-65, W-66, W-67, W-68, W-69, W-70, W-71, W-72, W-73, W-74, W-75, W-76, W-77, W-78, W-79, W-80, W-81, W-82, W-83, W-84, W-85, W-86, W-87, W-88, W-89, W-90, W-91, W-92, W-93, W-94, W-95, W-96, W-97, W-98, W-99, W-100, W-101, W-102, W-103, W-104, W-105, W-106, W-107, W-108, W-109, W-110, W-111, W-112, W-113, W-114, W-115, W-116, W-117, W-118, W-119, W-120, W-121, W-122, W-123, W-124, W-125, W-126, W-127, W-128, W-129, W-130, W-131, W-132, W-133, W-134, W-135, W-136, W-137, W-138, W-139, W-140, W-141, W-142, W-143, W-144, W-145, W-146, W-147, W-148, W-149, W-150, W-151, W-152, W-153, W-154, W-155, W-156, W-157, W-158, W-159, W-160, W-161, W-162, W-163, W-164, W-165, W-166, W-167, W-168, W-169, W-170, W-171, W-172, W-173, W-174, W-175, W-176, W-177, W-178, W-179, W-180, W-181, W-182, W-183, W-184, W-185, W-186, W-187, W-188, W-189, W-190, W-191, W-192, W-193, W-194, W-195, W-196, W-197, W-198, W-199, W-200, W-201, W-202, W-203, W-204, W-205, W-206, W-207, W-208, W-209, W-210, W-211, W-212, W-213, W-214, W-215, W-216, W-217, W-218, W-219, W-220, W-221, W-222, W-223, W-224, W-225, W-226, W-227, W-228, W-229, W-230, W-231, W-232, W-233, W-234, W-235, W-236, W-237, W-238, W-239, W-240, W-241, W-242, W-243, W-244, W-245, W-246, W-247, W-248, W-249, W-250, W-251, W-252, W-253, W-254, W-255, W-256, W-257, W-258, W-259, W-260, W-261, W-262, W-263, W-264, W-265, W-266, W-267, W-268, W-269, W-270, W-271, W-272, W-273, W-274, W-275, W-276, W-277, W-278, W-279, W-280, W-281, W-282, W-283, W-284, W-285, W-286, W-287, W-288, W-289, W-290, W-291, W-292, W-293, W-294, W-295, W-296, W-297, W-298, W-299, W-300, W-301, W-302, W-303, W-304, W-305, W-306, W-307, W-308, W-309, W-310, W-311, W-312, W-313, W-314, W-315, W-316, W-317, W-318, W-319, W-320, W-321, W-322, W-323, W-324, W-325, W-326, W-327, W-328, W-329, W-330, W-331, W-332, W-333, W-334, W-335, W-336, W-337, W-338, W-339, W-340, W-341, W-342, W-343, W-344, W-345, W-346, W-347, W-348, W-349, W-350, W-351, W-352, W-353, W-354, W-355, W-356, W-357, W-358, W-359, W-360, W-361, W-362, W-363, W-364, W-365, W-366, W-367, W-368, W-369, W-370, W-371, W-372, W-373, W-374, W-375, W-376, W-377, W-378, W-379, W-380, W-381, W-382, W-383, W-384, W-385, W-386, W-387, W-388, W-389, W-390, W-391, W-392, W-393, W-394, W-395, W-396, W-397, W-398, W-399, W-400, W-401, W-402, W-403, W-404, W-405, W-406, W-407, W-408, W-409, W-410, W-411, W-412, W-413, W-414, W-415, W-416, W-417, W-418, W-419, W-420, W-421, W-422, W-423, W-424, W-425, W-426, W-427, W-428, W-429, W-430, W-431, W-432, W-433, W-434, W-435, W-436, W-437, W-438, W-439, W-440, W-441, W-442, W-443, W-444, W-445, W-446, W-447, W-448, W-449, W-450, W-451, W-452, W-453, W-454, W-455, W-456, W-457, W-458, W-459, W-460, W-461, W-462, W-463, W-464, W-465, W-466, W-467, W-468, W-469, W-470, W-471, W-472, W-473, W-474, W-475, W-476, W-477, W-478, W-479, W-480, W-481, W-482, W-483, W-484, W-485, W-486, W-487, W-488, W-489, W-490, W-491, W-492, W-493, W-494, W-495, W-496, W-497, W-498, W-499, W-500, W-501, W-502, W-503, W-504, W-505, W-506, W-507, W-508, W-509, W-510, W-511, W-512, W-513, W-514, W-515, W-516, W-517, W-518, W-519, W-520, W-521, W-522, W-523, W-524, W-525, W-526, W-527, W-528, W-529, W-530, W-531, W-532, W-533, W-534, W-535, W-536, W-537, W-538, W-539, W-540, W-541, W-542, W-543, W-544, W-545, W-546, W-547, W-548, W-549, W-550, W-551, W-552, W-553, W-554, W-555, W-556, W-557, W-558, W-559, W-560, W-561, W-562, W-563, W-564, W-565, W-566, W-567, W-568, W-569, W-570, W-571, W-572, W-573, W-574, W-575, W-576, W-577, W-578, W-579, W-580, W-581, W-582, W-583, W-584, W-585, W-586, W-587, W-588, W-589, W-590, W-591, W-592, W-593, W-594, W-595, W-596, W-597, W-598, W-599, W-600, W-601, W-602, W-603, W-604, W-605, W-606, W-607, W-608, W-609, W-610, W-611, W-612, W-613, W-614, W-615, W-616, W-617, W-618, W-619, W-620, W-621, W-622, W-623, W-624, W-625, W-626, W-627, W-628, W-629, W-630, W-631, W-632, W-633, W-634, W-635, W-636, W-637, W-638, W-639, W-640, W-641, W-642, W-643, W-644, W-645, W-646, W-647, W-648, W-649, W-650, W-651, W-652, W-653, W-654, W-655, W-656, W-657, W-658, W-659, W-660, W-661, W-662, W-663, W-664, W-665, W-666, W-667, W-668, W-669, W-670, W-671, W-672, W-673, W-674, W-675, W-676, W-677, W-678, W-679, W-680, W-681, W-682, W-683, W-684, W-685, W-686, W-687, W-688, W-689, W-690, W-691, W-692, W-693, W-694, W-695, W-696, W-697, W-698, W-699, W-700, W-701, W-702, W-703, W-704, W-705, W-70

Feb. 27 1985
Frank Hickey
City Engineer

I hereby certify that this plat is an accurate representation of the property shown and described hereon as determined by a survey made on the ground upon my disinterested and expert opinion, and that corner monuments have been placed in accordance with the subdivision ordinance of the City of Louisville, Texas.

Witness my hand and seal this 18th day of August, 1984.

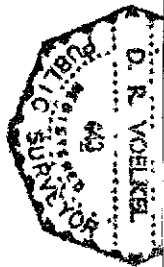
Registered Professional Engineer No. 0809
Registered Public Surveyor No. 443

[illegible]

A SUBDIVISION COMPRISING 10.00
ACRES OF LAND, MORE OR LESS,
OUT OF WILLIAM T. CROOK SURVEY,
N8 6S, ABSTRACT N8 11G, IN KER
COUNTY, TEXAS

VOELKEL DRINKWARE & SERVICE
PO BOX 2002, 7000 WILLOW STREET, FARMINGTON, CT 06030
401-676-2211

D. R. Voelkel
D. R. VOELKEL
Registered Professional Engineer No 8889
Registered Public Surveyor No 443



UTILITY EASEMENTS

Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within five (5) feet of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, lanes and roads of the subdivision or abutting it, and ten (10) feet along the outer boundaries of all streets, lanes, drives and roads. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement areas of each lot and all improvements within it shall be maintained by the owner of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said easements, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

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alteration of the
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the Subdivision
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been approved for

seems installed,
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and are hereby

FAWN RUN

A SUBDIVISION COMPRISING 10.00
ACRES OF LAND, MORE OR LESS,
OUT OF WILLIAM T. CROOK SURVEY
NE 63, ABSTRACT NE 116, IN KERR
COUNTY, TEXAS
JUNE 1984

REVISED 02/07/85
REVISED 01/28/85
REVISED 08/16/84

VOELKEL

ENGINEERING & SURVEYING
212 OLIVE STREET, KERRVILLE, TEXAS 78601

DATE	JUNE 1984
JOB NO	V-2212
SHEET	1 OF 1

GRAPHIC SCALE

GENERAL NOTES

THE MINIMUM FLOOD ELEVATION FOR LOT E N° 1-4 SHALL BE ONE (1) FOOT ABOVE THE 100 YEAR FLOOD PLAIN, 1557+1.8 1558

DENSITY SHALL NOT EXCEED ONE (1) DWELLING UNIT PER LOT

NO FENCE SHALL BE CONSTRUCTED ACROSS THE UTILITY EASEMENT ON LOT N2 16

● JUNCTIONS IRON STAKES UNLESS SHOWN OTHERWISE

② CONDUITS IRON STAKES IN CONCRETE

--X-- DEMOLISH FENCE LINE

UTILITY EASEMENTS ALONG WITH LOT LINES SHALL NOT BE APPLICABLE AREAS & (V) LOT LINE DWELLINGS

04674

RESTRICTIONS FOR FAWN RUN SUBDIVISION

STATE OF TEXAS

§

COUNTY OF KERR

§

KNOW ALL MEN BY THESE PRESENTS:

§

That, CHARLES W. WOLFF, d/b/a CHUCK WOLFF INVESTMENTS, with offices at 1150 Sidney Baker South, Kerrville, Texas 78028, being the owner of the hereinafter described property, does hereby make and publish the following limitations and restrictions which are to apply to and become a part of all contracts of sale, deeds or other legal instruments whereby title or possession is divested out of the present owner and invested in other person or persons, to any and all lots and blocks described as follows, to-wit:

Lots One (1) thru Twenty-Four (24), FAWN RUN SUBDIVISION, Kerr County, Texas, an addition to the City of Kerrville, Kerr County, Texas, according to the amended map thereof recorded in Volume 5, Page 107, of the Plat Records of Kerr County, Texas.

to all of which the undersigned does hereby bind himself as the sole owner of said lots.

I.

FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants hereinafter contained in their entirety shall apply to all lots above described in FAWN RUN SUBDIVISION, Kerrville, Kerr County, Texas. for convenience, the lots in said subdivision will be designated "Lot" in the singular and "Lots" in the plural, the FAWN RUN SUBDIVISION, will be designated, "the Subdivision" and CHARLES W. WOLFF, will be designated as the "Owner".

LAND USE AND BUILDING TYPE

1. All tracts shall be used solely for residential purposes, being limited to either a single-family residence or what is commonly known as a duplex in which no more than two families reside.
2. No single-family dwelling house which contains less than 1100 square feet of living area or a duplex which contains less than 1600 square feet of living area, exclusive of porches, breezeways, garages, carports or basements, may be erected upon any tract in this subdivision. The exterior of the building shall be completed not later than twelve (12) months after laying the foundation of the building. Servants quarters, guest houses and outbuildings may be constructed on the property after completion of the dwelling house, except as otherwise provided herein. The front of each main dwelling house shall be of brick or stone or brick or stone veneer construction.
3. No building shall be occupied until the exterior thereof shall be completely finished and connected to a disposal system approved by the City of Kerrville, and/or State Health Department, or other lawful authority. No outside toilets or cesspools shall be permitted.
4. No building shall be moved onto any tract without first obtaining permission in writing from the Developer or if the Developer fails to act, by written consent of 60 per cent (60%) of the tract owners, each tract owner having one vote per tract.
5. No mobile home shall be used as a dwelling.
6. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicle, so

long as it is not used as a permanent dwelling; no such vehicle shall be permanently parked on the street.

7. No junk or inoperative vehicles may be stored on any tract or street in this subdivision.

8. No swine or any other animals or poultry that are noxious or offensive shall be kept on any tract or portions thereof. Pets shall be permitted provided said pets are sheltered and kept within the boundaries of said tract and meets applicable city regulations.

9. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood.

10. The Developer reserves unto themselves or their assigns, an easement for utility purposes ten (10) feet wide on each side of all lot or tract lines and roadways and easements for anchor guy combinations wherever necessary for the installation and maintenance of electric, telephone and utility lines, and reserves the right to trim trees which at any time 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.

11. No trailer, trailer house, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.

12. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

13. All boats, boat trailers, stock trailers, or trailers of any kind, shall be parked on the property of the lot owner, and shall not be parked on any street or alley.

14. All outbuildings such as tool sheds, storage houses, trailer ports, etc., shall have exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.

II.

GENERAL PROVISIONS

Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement. Enforcement shall be by 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.

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

EXECUTED this 21st day of May, 1985.


CHARLES W. WOLFF

ACKNOWLEDGMENT

VOL. 325 PAGE 359

STATE OF TEXAS

§

§

COUNTY OF KERR

§

This instrument was acknowledged this 21st day of May, 1985, by
Charles W. Wolff.



Sharon M. Foster
Notary Public, State of Texas

SHARON M. FOSTER
Notary's Printed Name
My commission expires: 6-14-86

FILED FOR RECORD
at 4:16 o'clock P. M.

MAY 21 1985

PATRICIA DYE
Clk, County Court, West County, Texas
by Dee Hudson Deputy

Return to: /
David & Monroe
attop, at Law
Bank of Knoxville
Tenn, #500
Knoxville, TN
76028