

RESTRICTIONS
CYPRESS PARK SUBDIVISION
KERR COUNTY, TEXAS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Sellers, hereinafter sometimes referred to as Owners, do hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the land and shall be binding on Owners and all persons acquiring title under them until January 1, 2009, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless and until by duly recorded instrument, signed by a majority of the property owners in said subdivision, it is agreed to change said covenants, conditions and restrictions, in whole or in part.

If Owners or any of their respective heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or person owning any of the real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation, all of which remedies are to be cumulative.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, which shall remain in full force and effect.

Such restrictions, reservations, covenants and easements are as follows, to-wit:

1. Land Use. Except as herein noted, no lot shall be used for anything other than residential purposes. The term 'residential purposes', as used herein, shall be held and construed to exclude hospitals, clinics, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. The term 'residential purposes' includes duplex houses and apartment houses; provided, however, before any person may erect or cause to be constructed any duplex house or apartment house, such person shall first have obtained written permission therefor from the Cypress Park Building Board, as hereinafter provided. Owners may maintain and operate a sales office on any lot in said subdivision in connection with the development of the subdivision.

2. Animals. No animals, livestock, or poultry of any kind shall be bred, raised or kept on any lot. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial or food producing purposes.

3. Legal and Noxious Use. No premises or any part thereof shall be used for illegal or immoral purposes. Nothing shall be done upon any premise that may be or become obnoxious to the occupants or owners of any other premises by reason of smoke, odor, noise, fumes, vapors, glare, radiation, vibration or unsightliness.

less than 36 feet,
4. Other Buildings. No house trailer, truck body, basement, tent, shack, garage, barn or other building shall at any time be used as a residence, nor shall any residence of any temporary character be permitted.

5. Temporary Buildings. No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets or easements; and at completion of construction the temporary building must be removed immediately. No such temporary building shall be used for residential purposes during construction. All buildings constructed upon residential lots shall be completed within a reasonable time.

6. Septic Tanks. No outside toilets will be permitted. Septic tanks will be permitted; provided, however, that prior to the commencement of the construction of any septic system or any part thereof on any lot within Cypress Park Subdivision, plans for such septic tank, drain field and system must first have been submitted to and approved in writing by the Cypress Park Building Board. All septic systems must comply with all health and sanitation laws of the State of Texas.

7. Direction of Dwelling and Set Backs. All improvements shall be constructed on the lot so as to front upon the street which such lot faces and no improvement, including any building or part thereof, eaves, cornices or overhangs, shall extend beyond the minimum building set back line at the front of the lot.

8. Easements. The use of easements as shown on the recorded plat is granted to the public and to utility companies as set forth on said plat for the purposes of drainage, water, electrical and telephone lines and conduits, and the maintenance thereof, and, in the event that no easements are shown on said recorded plat, then ten (10) feet across the front of each and every lot in Cypress Park is reserved and hereby dedicated to utility purposes, including water, electrical and telephone utilities. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public or utility company is responsible.

9. Storage of Materials. Storage of any type or kind of material or products is prohibited upon all lots except that building material may be placed or stored upon a lot when the builder is ready to commence improvements and then such materials shall be within the property lines of the lot or parcel of land upon which improvements are to be erected, and shall not be placed in the street or between the pavement or property line. No stumps, trees underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets, or easements. All such material, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

10. Dumping. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. Building Set Back Lines. No dwelling or outbuilding on a residential lot shall be closer to the front line than twenty-five (25) feet or the building line shown upon the plat of said subdivision, whichever may be the greater. On interior lots no dwelling or outbuilding shall be closer than six (6) feet to a side lot line. On corner lots no dwelling or outbuilding shall be closer than fifteen (15) feet or the building shown upon the plat of said subdivision whichever may be the greater, to the street forming the side lot line of the lot.

12. Cypress Park Building Board. Prior to the construction or erection of any residential building and all outbuildings in connection therewith, including the septic system, the plans of construction shall be first approved in writing by the Cypress Park Building Board. Said Cypress Park Building Board is composed of Robert W. Wilke, his heirs, executors, successors, and assigns, or designees in writing.

13. There is established in Cypress Park Subdivision a community park for the use and benefit of the owners of property in Cypress Park Subdivision. Each owner will pay the sum of \$1.00 per month for the maintenance, support and upkeep of said park. Said park assessment may be paid monthly, quarterly, semi-annually or annually to the Building Board, who is and will be responsible for the proper maintenance thereof.

Recorded May 8, 1973
 ELLIE M. MUENKER, Clerk

By Margaret Muenker Deputy

VOL 306 PAGE 733

9852

WARRANTY DEEDTHE STATE OF TEXAS :
COUNTY OF KERR :

KNOW ALL MEN BY THESE PRESENTS:

THAT ROBERT W. WILKE, not joined by his wife because the hereinafter described realty is not now and never has been the separate property of his wife nor is it nor has it ever been any part of their homestead, never having been claimed, intended, occupied or used as such, hereinafter referred to as "GRANTOR", whether one or more, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, and other good and valuable consideration, in hand paid by UNITED CONSTRUCTION COMPANY, a general partnership, hereinafter referred to as "GRANTEE", whether one or more, receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, the property, lying and being situated in Kerr County, Texas, together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon (collectively, the "Property") described as follows:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, more particularly described in and subject to the exceptions stated in Exhibit 'A', attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as aforesaid, unto GRANTEE, and GRANTEE's heirs, legal representatives, successors and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject as aforesaid, unto GRANTEE, and GRANTEE's heirs, legal representatives, successors

SBA/ke/REWS4/Wilke Deed

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

EXECUTED this the 19th day of November, 1984.

Robert W. Wilke
ROBERT W. WILKE

Grantee's name and address:

United Construction Company
407 Main Street
Kerrville, Texas 78028

FILED FOR RECORD

4-15 of 100

NOV 20 1984

PATRICIA DYE

Clark County Court, Kerr County, Texas
By *Patricia Dye* Deputy

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this 19th day
of November, 1984 by ROBERT W. WILKE.



Thommas L. Pascher
Notary Public, State of Texas
My commission expires 12/1/85
Thommas L. Pascher
(Notary Print or Type Name)

EXHIBIT "A"

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PROPERTY:

ALL of that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being a certain 17.73 acre tract or parcel of land out of a certain 95.821 acre tract or parcel of land recorded in Vol.171, Pg. 489 of the Deed Records of Kerr County, Texas, and being out of G.W. LAMB SURVEY NO. 644; said 17.73 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the southern corner of this tract said corner being in the northeast survey line of the JOSEPH BRENDLE SURVEY 407 and said corner bearing N 42-45-14 W 1316.96' from the east corner of the G.W. LAMB SURVEY NO. 644;

THENCE N 38-46-20 W 684.16' to an iron pin found and being the west corner of this tract; the same being a point in the southeast R.O.W. line of State Highway No. 16;

THENCE along the southeast R.O.W. line of State Highway No. 16 N 37-34-15 E 67.03' to an iron pin found, N 41-44-48 E 96.71' to a iron pin set, N 43-48-31 E 97.00' to a iron pin set, N 45-26-54 E 95.31' to an iron pin set, N 50-37-48 E 103.04' to an iron pin set N 53-05-41 E 98.18' to an iron pin set, N 55-57-59 E 95.70' to an iron pin set, N 59-03-37 E 93.69' to an iron pin set, N 62-05-08 E 103.01 to an iron pin set, N 63-40-03 E 127.91' to an iron pin found, N 68-25 E 431.04' to an iron pin found; same being a north corner of this tract;

THENCE S 37-29-15 E 193.96' to iron pin found; same being the easterly corner of this tract;

THENCE S 50-50-50 W 165.78' to an iron pin set;

THENCE S 23-07-27 W 138.91' to an iron pin set;

THENCE S 3-26-15 E 156.05' to a hackberry tree;

THENCE S 2-01-29 W 30.69' to a hackberry tree;

THENCE S 9-07-47 W 28.11' to an iron pin set;

THENCE S 27-49-58 W 33.84' to an iron pin found; same being in the northeast R.O.W. line of the Medina City Road;

THENCE S 45-33-28 W 927.52' to the place of BEGINNING, containing 17.73 acres more or less.



I, R.B. Motheral, do hereby certify that this is a true and accurate survey of this tract. Said survey was prepared under my supervision during 1984.

R.B. Motheral
R.P.S. No. 2874

II. EXCEPTIONS:

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1. Taxes for the year 1984 and subsequent years.
2. Restrictive covenants of record in Volume 163, Page 384, Deed Records of Kerr County, Texas.
3. Non-participating 1/4 mineral and/or royalty interest as described in instrument from Fann C. Lamb, a widow, to Robert M. Wilke, dated March 22, 1974, of record in Volume 171, Page 486, Deed Records of Kerr County, Texas.
4. Right-of-way easement to Kerrville Telephone Company recorded in Volume 6, Page 297, Easement Records of Kerr County, Texas.
5. Easement to Kerrville Telephone Company of record in Volume 11, Page 729, Easement Records of Kerr County, Texas.
6. Easement to Kerrville Telephone Company of record in Volume 11, Page 777, Easement Records of Kerr County, Texas.
7. Easement to Kerrville Telephone Company of record in Volume 12, Page 610, Easement Records of Kerr County, Texas.
8. Any visible and/or apparent roadways or easements over or across the subject property.

EXHIBIT "A"

FIDELITY ABSTRACT AND TITLE CO.
600 N. GILBERT ST., ARLINGHAM, TEXAS

VOLI 306 PAGE 737

WARRANTY DEED

985-2M

ROBERT W. WILKE

TO

UNITED CONSTRUCTION
COMPANY, a General
Partnership

FILED FOR RECORD

2. Handwritten signature

NOV 20 1954

PATRICIA LYNN

PATRICIA LEE
Capt Army Corp. Fort Bragg, 1970
[Signature]

Return to:
United Construction Co.
407 Main Street
Kerrville, Texas 78028

WALLACE, JACKSON & ABLEN
A FIRM OF GENERAL CORPORATION
ATTORNEYS AT LAW
400 JEFFERSON STREET
OKLAHOMA, TEXAS 73101

Filed for record _____, 1984 at _____ o'clock _____ M
Recorded November 26, 1984
PATRICIA DYE, Clerk
By _____ Deputy

**DECLARATION OF MUTUAL
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAMB CREEK AND CASTLE ESTATES SUBDIVISIONS**

This Declaration of Mutual Covenants, Conditions, and Restrictions is made by the undersigned, (collectively referred to as "Declarants"), whose mailing addresses are set forth below. This instrument is hereinafter referred to as the "Declaration".

Declarants are all of the owners of all that certain real property (the "Property") located in Kerr County, Texas, described as follows:

Lots 9, 10, and 12 of Block 1 and Lots 1, 2, 3, 4, 5, 6, 7, and 9 of Block 2 of Lamb Creek Subdivision, a subdivision in Kerr County, Texas;

and

Lots 9, 11, and 12 of Block 2 of Castle Estates Subdivision, a subdivision in Kerr County, Texas.

This general plan will benefit the Property in general, the Declarants, and each successive owner of an interest in the Property.

All other lots within the subdivision are NOT subject to this association and can NOT be tied to the existing septic system licensed and installed on Lots 5, 6, 7, & 8 Block 2 Castle Estates, a subdivision in Kerr County, Texas, to supply the above mentioned fourteen lots with wastewater service.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following restrictions, covenants, easements and conditions.

1. Definitions:

- a. "Lot" means the lots in Lamb Creek Subdivision and Castle Estates Subdivision described above as the Property.
- b. "Owner" means the record owner or owners of the fee simple title to any Lot.
- c. "Association" means an incorporated association consisting of all Owners, which shall have the powers and duties set forth in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.
- d. "Board" means the Board of Directors of the Association.

2. Enforcement: The Association and any Owner may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation.

3. Partial invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

4. Duration: These covenants, conditions, easements, and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty (20) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of seventy-five (75) percent of the Property (by Lot) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended.

5. Deviations: The Committee may exercise a limited right to approve minor deviations from the provisions hereof without an actual amendment of the Declaration, when, in the opinion of the Committee, such deviation will be beneficial to other Owners of Lots.

6. Laws and Regulations: All Owners of any Lots shall at all times comply with all applicable laws, regulations and ordinances of county, state, federal, or other governmental authorities.

7. Association:

a. Creation. The Owners shall constitute the Association. Each Owner of a Lot, shall automatically be a member of the Association. Association membership shall be

appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

- b. *Purpose.* The purposes of the Association are as follows:
- i. Provide for the management, maintenance, administration, and operation of the sewage system now serving the Property.
 - ii. Enforce this Declaration.
 - iii. Establish, collect and administer regular assessments and special assessments to be paid by the Owners to defray expenses attributable to the performance of its duties.
- g. *Transfer of Membership.* Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.
- h. *Management of Association.* The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and bylaws, subject to this Declaration.
- i. *Membership Voting, Elections, and Meetings.* On each matter coming before the Owners at any meeting or otherwise, the Owner or Owners of each Lot shall be entitled to a total of no more than one vote. When a Lot is owned by more than one individual or entity, all such individuals or entities holding an ownership interest in that Lot shall be considered members of the Association, however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Owners at any meeting or otherwise. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of three directors, vote on any other matters the Board chooses to place

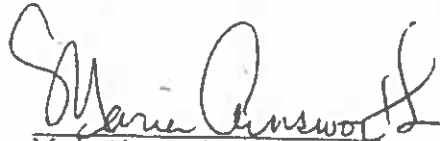
before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

j. *Duties and Powers of Board.* Through the Board, the Association shall have the following powers and duties:

- i. To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- ii. To enforce this Declaration, the bylaws, its rules and regulations.
- iii. To delegate its powers to committees, officers, or employees.
- iv. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner.
- v. To establish and collect special assessments for capital improvements or other purposes, to be levied against each Owner.
- vi. To administer the regular and special assessments that it collects.
- vii. To file liens against an Owner's Lot because of nonpayment of assessments duly levied and to foreclose on those liens.
- viii. To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- ix. To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- x. To purchase, lease, or otherwise acquire, improve, construct, own, hold, use, maintain, operate, exchange, encumber, sell, convey, or otherwise dispose of, real or personal property of every kind, nature or description, as may be necessary or desirable to promote the purposes of the Association.

8. Expenses and Attorneys' Fees: If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees, and costs.

IN WITNESS WHEREOF, Declarants have caused this Declaration to be executed by a duly authorized officer the 13 day of April, 2007.

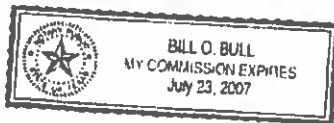

Maria Ainsworth, President
119 Holland
Kerrville, TX. 78028

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on 13 April, 2007, by Maria Ainsworth, President, Lamb Creek and Castle Estates Homeowners, Inc. a Texas non-profit Corporation.




NOTARY PUBLIC, STATE OF TEXAS

Reference Block 2, Lot 5 Lamb Creek Subdivision

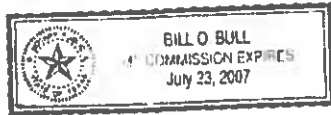
Maria Ainsworth
Maria Ainsworth
119 Holland
Kerrville, TX. 78028

Randy Lynn Ainsworth
Randy Lynn Ainsworth
119 Holland
Kerrville, TX. 78028

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on 13 April, 2007, by
Maria and Randy Lynn Ainsworth.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Reference Block 2, Lot 12 Castle Estates Subdivision

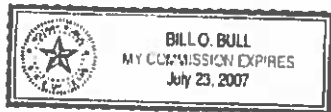
Isidora Rodriguez
Isidora Rodriguez
139 Kathy Dr.
Kerrville, Texas 78028

Henry Rodriguez
Henry Rodriguez
139 Kathy Dr.
Kerrville, Texas 78028

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on 18 April, 2007, by
Henry & Isidora Rodriguez.



Bill O. Bull
NOTARY PUBLIC, STATE OF TEXAS

DECLARATION OF MUTUAL COVENANTS, CONDITIONS, AND
RESTRICTIONS OF LAMB CREEK AND CASTLE ESTATES SUBDIVISIONS PAGE 6

Reference Block 1, Lot 12 Lamb Creek Subdivision

Diana Sutton

Diann Sutton
129 Kathy Dr.
Kerrville, Texas 78028

Mont Sutton

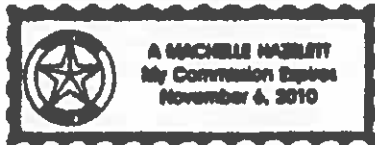
Monte Sutton
129 Kathy Dr.
Kerrville, Texas 78028

(Acknowledgment)

STATE OF TEXAS

COUNTY OF KERR

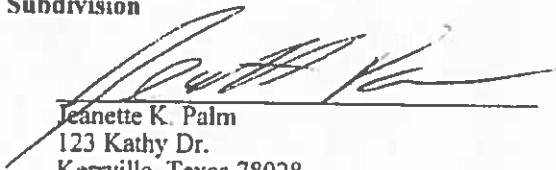
This instrument was acknowledged before me on April 30th, 2007, by
Diann and Monte Sutton.



A Michelle Hazlett
NOTARY PUBLIC, STATE OF TEXAS

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

Reference to Block 1, Lots 9 Lamb Creek Subdivision

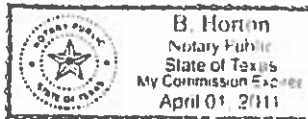

Jeanette K. Palm
123 Kathy Dr.
Kerrville, Texas 78028

(Acknowledgments)

STATE OF TEXAS

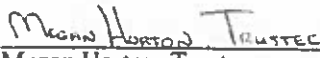
COUNTY OF KERR

This instrument was acknowledged before me on April 30, 2007, by
Jeanette K. Palm.




NOTARY PUBLIC, STATE OF TEXAS

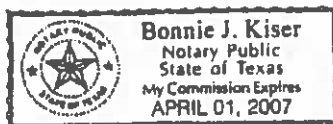
Reference Block 1, Lot 10, Lamb Creek Subdivision AND
Block 2, Lots 2 & 7 Lamb Creek Subdivision
Block 2, Lot 6, Lamb Creek Subdivision


Megan Horton, Trustee
Jimmy Jack Horton Revocable Living Trust
7914 Burleson Rd.
Austin, Texas 78744

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on February 22, 2007 by Megan Horton,
Trustee of the Jimmy Jack Horton Revocable Living Trust.




NOTARY PUBLIC, STATE OF TEXAS

DECLARATION OF MUTUAL COVENANTS, CONDITIONS, AND
RESTRICTIONS OF LAMB CREEK AND CASTLE ESTATES SUBDIVISIONS PAGE 7

Reference to Block 2, Lots 9 & 11, Castle Estates Subdivision AND
Block 2 Lots 1 & 3 Lamb Creek Subdivision

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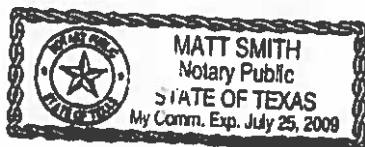
Kirsten Horton Lammers Trustee
Kirsten Horton Lammers, Trustee
Kirsten Horton Lammers Revocable Living Trust
143 Kathy Dr.
Kerrville, Texas 78028

(Acknowledgments)

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on April 20, 2007, by
Kirsten Horton Lammers, Trustee of the Kirsten Horton Lammers Revocable Living Trust:



Matt Smith
NOTARY PUBLIC, STATE OF TEXAS

Reference to Block 2, Lot 3 Lamb Creek Subdivision

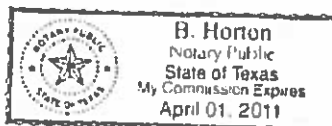
Steve Turner
Steve Turner
111 Holland Lane
Kerrville, TX. 78028

April Turner
April Turner
111 Holland Lane
Kerrville, TX. 78028

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 30th day
of April, 2007 by Steve Turner and April Turner.



B. Horton
Notary Public, State of Texas

Reference Block 2, Lot 4 Lamb Creek Subdivision

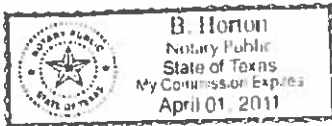
Kirsten Horton Lammers Trustee

Kirsten Horton Lammers, Trustee
Kirsten Horton Lammers Revocable Living Trust
143 Kathy Dr.
Kerrville, TX. 78028

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on April 30, 2007, by
Kirsten Horton Lammers, Trustee of the Kirsten Horton Lammers Revocable Living
Trust.



B. Horton

Notary Public, State of Texas

Filed By and Return To:

B. Megan Horton
7914 Burleson Rd.
Austin, Tx 78744

44+1.5-5-1

FILED FOR RECORD
at 10:45 o'clock...A.....M

MAY 01 2007

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Anne Keeler Deputy

Provisions herein which restrict the sale, rental or use of the described prop-
erty 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 the File Number Sequence
on the date and at the time stamped herein by me and was duly RECORDED
in the Official Public Records of Kerr County, Texas on

MAY 02 2007



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

11-05088

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAMB CREEK AND CASTLE ESTATES SUBDIVISIONS

THE STATE OF TEXAS

COUNTY OF KERR

WHEREAS, LAMB CREEK and CASTLE ESTATES are subdivisions located in the County of Kerr, State of Texas; and

WHEREAS, the real property located in LAMB CREEK SUBDIVISION and CASTLE ESTATES SUBDIVISION are subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 1600, Page 340, Real Property Records of Kerr County, Texas (the "Declaration"); and

WHEREAS, Section 4 of the Declaration provides that the covenants, conditions and restrictions found in the Declaration may be amended during the twenty (20) year period commencing on the date of the recordation of the Declaration and ending on the twentieth (20th) anniversary of such date with the consent of at least seventy-five percent (75%) of the outstanding votes of the Membership of the Lamb Creek and Castle Estates Home Owners Association (the "Association") created pursuant to the Declaration; and

WHEREFORE, the undersigned, being seventy-five percent (75%) or more of the outstanding votes of the Membership of the Association, do hereby amend the Declaration as follows:

1. The Declaration is amended by deleting from the list of Lots included in the Property covered by the Declaration Lot 6, Block Two, and 7, Block Two of Lamb Creek Subdivision, a subdivision located in Kerr County, Texas, according to the plat thereof recorded in Volume 5, Page 90, Plat Records of Kerr County, Texas.
2. Except as amended hereby, each of the covenants, conditions and restrictions found in the Declaration shall continue and remain in full force and effect as originally written.
3. The provisions of this First Amendment to Declaration of Covenants, Conditions and Restrictions for Lamb Creek and Castle Estates Subdivision shall extend to and be binding upon each Lot Owner and his or her respective heirs, successors' legal representatives and assigns.

EXECUTED in a number of counterparts, all of which taken together shall have the same force and effect of an original instrument, effective as of October 1, 2009, although actually executed on the respective dates set forth opposite the signature of the party on the attached signature pages.

SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF LAMB CREEK
AND CASTLE ESTATES SUBDIVISIONS

Date: 8/2/10LOT #(S) 2 Block 2
Lamb Creek

OWNER:

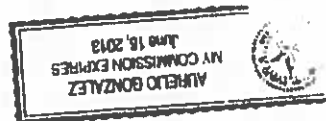
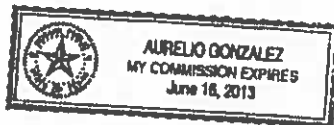
David GreenKira Green

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this 2nd day of
August, 2010, by Kira Green and David Green.
and _____

[Signature]
Notary Public, State of Texas



SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF LAMB CREEK
AND CASTLE ESTATES SUBDIVISIONS

Date: 10/13/09

LOT #(S) 11 BLOCK 2
Castle Estates

OWNER:

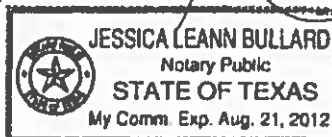
Archie G. Lammers
Christen Lammers

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this 13 day of
October, 2009, by Archie Lammers
and Christen Lammers

Jessica Leann Bullard
Notary Public, State of Texas



SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF LAMB CREEK
AND CASTLE ESTATES SUBDIVISIONS

Date: 2 23 2011LOT #(S) Castle Estates
12, Block 2

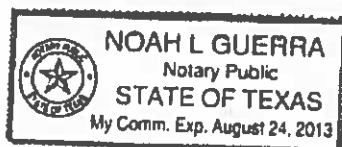
OWNER:

Isidora Rodriguez

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this 23rd day of
February, 2011, by Isidora V Rodriguez
and _____



CMS
Notary Public, State of Texas

SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF LAMB CREEK
AND CASTLE ESTATES SUBDIVISIONS

Date: Oct. 27, 2009LOT #(S) 9+10 Block 2

OWNER:

Castle Estates[Signature]Grace Huntington

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this 27 day of
October, 2009, by _____
and _____.



[Signature]
Notary Public, State of Texas

SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF LAMB CREEK
AND CASTLE ESTATES SUBDIVISIONS

Date: 4-1-10

LOT #(S)

Lamb Creek9Block 1

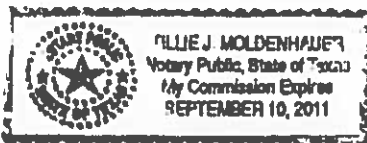
OWNER:

Jose A CastanedaCrystal Dorado

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this 1 day of
April, ~~2009~~ ²⁰¹⁰, by Jose A Castaneda
and Crystal Dorado ²⁰¹⁰



Willie Moldenhauer
Notary Public, State of Texas

SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF LAMB CREEK
AND CASTLE ESTATES SUBDIVISIONS

Date: 10-9-09LOT #(S) 1 Block 2
Lamb Creek

OWNER:

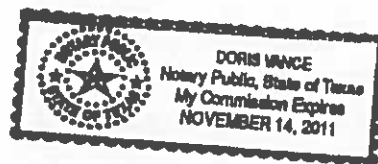
Steve Benson.Steve Benson.

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this 9th day of
October, 2009, by Steve Benson
and N/A

Doris VANCE
Notary Public, State of Texas



SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF LAMB CREEK
AND CASTLE ESTATES SUBDIVISIONS

Date: 10-19th-09

LOT #(S) 2nd Blk 5 or
5 2
LAMB CREEK

OWNER:

MARIA AINSWORTH

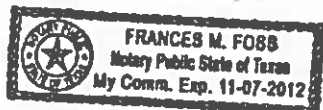
Maria Ainsworth

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this 13 day of
October, 2009, by Maria Ainsworth
and _____

Frances M. Foss
Notary Public, State of Texas
Frances M. Foss



SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF LAMB CREEK
AND CASTLE ESTATES SUBDIVISIONS

Date: 10-14-09LAMB CREEK
LOT #(S) BLK 1, Lot 10

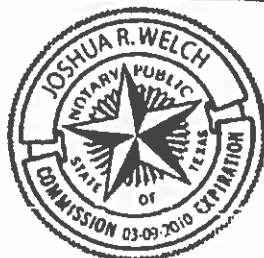
OWNER:

HK INTERESTS, LLC
MEGAN HORTON, MANAGERMEGAN HORTON

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this 14TH day of
DECEMBER, 2009, by MEGAN HORTON
and AS MANAGER OF HK INTERESTS, LLC.



Joshua R. Welch
Notary Public, State of Texas

FILED BY AND RETURN TO:

**LAMB CREEK AND CASTLE ESTATES HOMEOWNERS
ASSOCIATION
PO BOX 293091
KERRVILLE, TEXAS 78029**

FILED AND RECORDED
At 1:09 o'clock P M
STATE OF TEXAS
COUNTY OF KERR



AUG 12 2011

I hereby certify that this instrument was filed in the public records
sequence on the date and time stamped herein by me and was duly
recorded in the Official Public Records of Kerr County Texas.

Jessica Rogers, Kerr County Clerk
By Chia Keller, Deputy

THE STATE OF TEXAS

COUNTY OF KERR

345

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Mrs A. M. Lamb, hereinafter called Grantor (whether one or more) for and in consideration of the sum of \$1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY, of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right of way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone and telegraph lines, poles and under-ground telephone and telegraph cable or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, which right of way and easement shall be of a breadth of ~~sixteen (16)~~ ^{Fifteen by Ten (15'X10')} feet upon, over, under and through the following lands of Grantor, lying and being situated in Kerr County, Texas, and described as follows: Per Print Attached:

The Grantee, its successors and assigns are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said grantee, its successors and assigns until such first telephone and telegraph line or lines or underground telephone or telegraph cable or cables be constructed, and for so long thereafter as a telephone and telegraph line or lines or telephone and telegraph cable or cables are maintained thereon; and the undersigned hereby binds himself, his heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor, his heirs or assigns, reserves the right fully to use and enjoy said premises except as the same may be necessary for the purposes herein granted; providing however, that the grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstruction on or over said right of way and easement that may injure, endanger or interfere with the use of said telephone or telegraph lines or fittings and appliances appurtenant to any of said lines.

The grantee, by the acceptance hereof, agrees to bury all telephone and telegraph cable or cables so that they will not interfere with the cultivation of the land and so as not to create a hazard to the use of the land, and also to pay for any damage to crops, fences and timber which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such telephone and telegraph cable or cables.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 20TH day of January, 1971.

KERR

Mrs. A. M. Lamb



Mrs. A. M. Lamb

Mrs A. M. Lamb

Grantor

(Acknowledgements)

Filed 20th Day of Feb. A. D. 1971
EMMIE M. MUENKER at 2:30
Clerk County Court, Kerr County, Texas
By Pearl M. Ewen, Deputy

January

C. J. Ernst

KERR

RIGHT OF WAY AND EASEMENT

THE STATE OF TEXAS I

COUNTY OF KERR I

790050

VOL 10 PAGE 267

KNOW ALL MEN BY THESE PRESENTS:

Edwin G. Zwernemann & wife, Claudette Zwernen
That the undersigned, & Robert W. Wilke & wife, Evelyn M. Wilke

hereinafter called Grantor (whether one or more) for and in consideration of the sum of \$1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY, of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone and telegraph lines, poles and under-ground telephone and telegraph cable or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, which right of way and easement shall be a breadth of ten (10) feet upon, over, under and through the following lands of Grantor, lying and being situated in KERR

County, Texas, and described as follows: Being all of a certain 7.01 acre tract out of G.W. Lamb Survey No. 644, Abstract No. 599, being part of that 95.821 acre tract conveyed to Robert W. Wilke, et ux, et al from Fema C. Lamb, ex al by warranty deed dated the 25th day of March, 1974, and recorded in Volume 171 at Page 486 of the Deed Records of Kerr County, Texas, to which instruments and the records thereof, reference is here made for all purposes, and more particularly described on the plat marked Exhibit "A" which is attached hereto and incorporated herein by reference.

Said easement being more particularly described as follows:

A centerline of a ten ft. easement beginning at S.E. Right-of-Way of St. Hwy. No. 16. Said point being N. 28° 32' E., 29 feet from the most westerly corner of said 7.01 acre tract.

Thence S. 63° 30' E., 480' to a Kerrville Telephone Co. pole location. Thence S. 63° 30' E., 21 feet for centerline of 10 foot down guy easement. Thence continuing from a point on centerline bearing S. 63° 30' E., 480 feet with the centerline of a 10 foot easement, S. 84° 25' E., 15 feet to a Bandera Electric power pole.

Thence S. 44° 00' W., 30 feet for centerline of a 10 foot down guy easement. Thence continuing from a point on centerline bearing S. 84° 25' E., 15 feet, with the centerline of a 10 foot easement, N. 44° 00' E., 180 feet to the northeast property line of said 7.01 acre tract.

The Grantee, its successors and assigns are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said grantee, its successors and assigns until such first telephone and telegraph line or lines or underground telephone or telegraph cable or cables be constructed, and for so long thereafter as a telephone and telegraph line or lines or telephone and telegraph cable or cables are maintained thereon; and the undersigned hereby binds himself, his heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor, his heirs or assigns, reserves the right fully to use and enjoy said premises except as the same may be necessary for the purposes herein granted; providing however, that the grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstruction on or over said right of way and easement that may injure, endanger or interfere with the use of said telephone or telegraph lines or fittings and appliances appurtenant to any of said lines.

The grantee, by the acceptance hereof, agrees to bury all telephone and telegraph cable or cables so that they will not interfere with the cultivation of the land and so as not to create a hazard to the use of the land, and also to pay for any damage to crops, fences and timber which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such telephone and telegraph cable or cables.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 10th day of November, 19 78.

Edwin S. Zwernemann
Grantor Edwin S. Zwernemann

Claudette Zwernemann
Grantor Claudette Zwernemann

THE STATE OF TEXAS I
County of KEER I BEFORE ME, the undersigned authority, on this day personally appeared Edwin S. Zwernemann & Claudette Zwernemann 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.

A.D. 1978

Given under my hand and seal of office,

William Canale Spring Jr.
Notary Public KEER County, Texas

Robert W. Wilke
Grantor Robert W. Wilke

Evelyn M. Wilke
Grantor Evelyn M. Wilke

THE STATE OF TEXAS I
County of KEER I BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Wilke & Evelyn M. Wilke 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.

A.D. 1978

Given under my hand and seal of office,

William Canale Spring Jr.
Notary Public KEER County, Texas

803027

EASEMENT

VOL 11 PAGE 729

THE STATE OF TEXAS \$
THE COUNTY OF KERR \$

KNOW ALL MEN BY THESE PRESENTS:

That we, ROBERT W. WILKE and wife, EVELYN WILKE, of the County of Kerr and State of Texas, herein called "Grantors", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to us in hand paid by the KERRVILLE TELEPHONE COMPANY, herein called "Grantee", of the County of Kerr and State of Texas, receipt of which is hereby acknowledged and confessed, and for which no lien, either expressed or implied, does or shall exist, have GRANTED AND CONVEYED, and by these presents do GRANT and CONVEY unto the said Grantee, its successors and assigns, a ten (10') foot wide easement along and adjacent to the South and Southeast of the line described in Exhibit "A", attached hereto, which Exhibit is made a part hereof for all purposes, said easement being a non-exclusive, perpetual easement, and said easement being granted 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 said easement, said easement being out of that certain tract of land containing 95.821 acres of land, more or less, out of Original Survey No. 644, G. W. Lamb, Abstract No. 599.

Grantors herein further have GRANTED and CONVEYED, and by these presents do GRANT and CONVEY unto the said Grantee, KERRVILLE TELEPHONE COMPANY, the right and privilege of conveying easements within the boundaries of the easement herein CONVEYED to other utility companies, together with all rights and privileges of the easement herein granted, as the need arises.

TO HAVE AND TO HOLD all and singular the rights and privileges aforesaid to it, the said Grantee, its successors and assigns, to their proper use and behoof, in common with us, the said Grantors, our successors and assigns, and our tenants.

EXECUTED this 4th day of June, A.D. 1980.
FILED FOR RECORD

at 11:48 o'clock A. M

JUN 4 1980

Robert W. Wilke
ROBERT W. WILKE

Evelyn Wilke
EVELYN WILKE

EMMAE M. MUEHNER
Clerk County Court, Kerr County, Texas
By Dora Klingemann, Deputy

THE STATE OF TEXAS S

THE COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT W. WILKE and EVELYN WILKE, 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 4th day of June, A.D. 1980.

Sylvia M. Hixon
Notary Public in and for
Kerr County, Texas

SYLVIA M. HIXON
NOTARY PUBLIC IN AND FOR
THE COUNTY OF KERR, STATE OF TEXAS
MY COMMISSION EXPIRES 4-21-81



Being a ten (10') foot wide easement on tracts Nos. 2, 3, and 4, out of the G. W. Lamb Survey No. 644, Abstract No. 599, Kerr County, Texas, along and adjacent to the South and Southeast of the line described below, said easement being more particularly described as follows, to-wit:

BEGINNING at a point on the Southeast Right of Way line, State Highway No. 16; said point bears N. 28° 24' E., 279.6 feet from the West corner of the said Robert Wilke Tract as recorded in Volume 171, Page 486, et seq, Deed Records of Kerr County, Texas, and dated March 22, 1974.

THENCE S. 59° 27' E., 410.3 feet to the Northwest line of Parcel No. 3;

THENCE N. 32° 51' W, 322.6 feet to a point in the Southwest right of way line of an existing fifty (50') foot wide private road and private easement;

THENCE continuing with the right of way of the said fifty (50') foot wide easement on Parcel #3, S. 43° 18' E., 155.8 feet, S. 47° 57' E., 121.5 feet, S. 38° 58' E., 111.4 to a point on the Northwest line of Parcel #4;

THENCE continuing along the right of way of the said fifty (50') foot wide easement on Parcel #4, S. 38° 58' E., 240.0 feet to the Southeast line of Parcel #4.

EXHIBIT "A"

803027

EASEMENT

Robert W. Wilke,
et al

To

Kerrville Telephone
Company

FILED FOR RECORD

at 11:48 o'clock A. M.

JUN 4 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By *Dorothy J. Levey* Deputy

FILED BY & PLEASE

RETURN TO:

KERRVILLE TELEPHONE CO.

P.O. Box 1128

Kerrville, Texas 78028

Filed for record June 4, 1980 at 11:48 o'clock P.M.

Recorded June 10, 1980
EMMIE M. MUENKER, Clerk

By *Betty J. Levey* Deputy

803739

EASEMENT

VOL. 11 PAGE 777

THE STATE OF TEXAS §

THE COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That we, ROBERT W. WILKE and wife, EVELYN WILKE, TOM SURLES and wife, JULIE SURLES, all of Kerr County, Texas, ~~FRANKLIN WINDHORST and wife, EDNA WINDHORST~~ and HERBERT G. GLENEWINKEL and wife, ANNA LEE GLENEWINKEL all of Bexar County, Texas, herein called "Grantors", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to us in hand paid by the KERRVILLE TELEPHONE COMPANY, herein called "Grantee", of the County of Kerr and State of Texas, receipt of which is hereby acknowledged and confessed, and for which no lien, either expressed or implied, does or shall exist, have GRANTED and CONVEYED, and by these presents do GRANT and CONVEY unto the said Grantee, its successors and assigns, a ten (10') foot non-exclusive, perpetual easement adjoining and abutting the sides and back of Tracts Nos. 1, 5, 6, 7, 8, 9 and 10 as shown on a Plat attached to a deed from Robert W. Wilke to Paul Schroeder, recorded in the Deed Records of Kerr County, Texas, and Grantors herein do hereby GRANT and CONVEY unto the said Grantee, its successors and assigns, a ten (10') foot wide non-exclusive, perpetual easement along and abutting the twenty-five (25') foot wide private road easement shown on said Plat on said Tracts Nos. 1, 5, 6, 7, 8, 9 and 10, 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 ten (10') feet of the respective rear, front and/or side lines of said lots and/or tracts and in the streets, alleys, boulevards, lanes and roads, said easement being out of that certain tract of land containing 95.821 acres of land, more or less, out of Original Survey No. 644, G. W. Lamb, Abstract No. 599, which was conveyed from Fema C. Lamb, et al, to Robert W. Wilke, by deed recorded in Volume 171, Page 486, et seq, Kerr

County Deed Records, and ten (10') feet along the outer boundaries of all streets, boulevards, lanes, drives and roads, where property lines of individual lots and/or tracts are deeded to the centerline of said avenues, and Grantors make this conveyance with the agreement that nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities, and Grantors further agree that the easement area of each lot and all improvements within it shall be maintained by the owner of the respective lot or tract, except for those improvements for which an authority or utility company is responsible, with Grantee, its successors and assigns, having all of the rights and benefits necessary and convenient for the full enjoyment of the right granted, including, but not limited to, the free right to ingress and egress to and from said right-of-way and easement, 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 installation.

Grantors herein further have GRANTED and CONVEYED, and by these presents do GRANT and CONVEY unto the said Grantee, KERRVILLE TELEPHONE COMPANY, the right and privilege of conveying easements within the boundaries of the easement herein CONVEYED to other utility companies, together with all rights and privileges of the easement herein granted, as the need arises.

TO HAVE AND TO HOLD all and singular the rights and privileges aforesaid to it, the said Grantee, its successors and assigns, to their proper use and behoof, in common with us, the said Grantors, our successors and assigns, and our tenants.

EXECUTED this 4th day of

VOL 11 PAGE 779

June, A.D. 1980.

Robert W. Wilke
ROBERT W. WILKE

Evelyn Wilke
EVELYN WILKE

Tom Surles
TOM SURLES

Julie Surles
JULIE SURLES

Franklin Windhorst
FRANKLIN WINDHORST

Elaine Windhorst
ELAINE WINDHORST

Herbert Glenewinkel
HERBERT GLENEWINKEL

Anna Lee Glenewinkel
ANNA LEE GLENEWINKEL

THE STATE OF TEXAS S

THE COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT W. WILKE, 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 this the 4th day of June, A.D. 1980.

Sylvia Michon
Notary Public in and for
Kerr County, Texas

SYLVIA MICHON
NOTARY PUBLIC IN AND FOR
THE COUNTY OF KERR, STATE OF TEXAS
MY COMMISSION EXPIRES 11-15-81

THE STATE OF TEXAS S

VOL 11 PAGE 780

THE COUNTY OF KERR S

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

Given under my hand and seal of office this the 4th day of June, A.D. 1980.

Sylvia Michon
Notary Public in and for
Kerr County, Texas

SYLVIA MICHON
NOTARY PUBLIC IN AND FOR
THE COUNTY OF KERR, STATE OF TEXAS
MY COMMISSION EXPIRES 4-20-81

THE STATE OF TEXAS S

THE COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally appeared TOM SURLLES, 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 this the 26th day of June, A.D. 1980.

G. H. TACKETT
Notary Public in and for
Kerr County, Texas

G. H. TACKETT
Notary Public in And For Kerr County, Texas.
My Commission Expires June 1, 1982

THE STATE OF TEXAS S

THE COUNTY OF KERR S

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

Given under my hand and seal of office this the 26th day of June, A.D. 1980.

G. H. TACKETT
Notary Public in and for
Kerr County, Texas

G. H. TACKETT
Notary Public in And For Harris County, Texas.
My Commission Expires June 1, 1982

THE STATE OF TEXAS S

VOL. 11 PAGE 781

THE COUNTY OF _____ S

BEFORE ME, the undersigned authority, on this day personally appeared FRANKLIN WINDHORST, 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 this the _____ day of _____, A.D. 1980.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS S

THE COUNTY OF _____ S

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

Given under my hand and seal of office this the _____ day of _____, A.D. 1980.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS S

THE COUNTY OF KERR S

BEFORE ME, the undersigned authority, on this day personally appeared HERBERT GLENEWINKEL, 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 this the 4TH day of June, A.D. 1980.

C. J. Ernst
Notary Public in and for
KERR County, Texas
Comm. Expires 9/31/80
C. J. ERNST



THE COUNTY OF KERR S

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

Given under my hand and seal of office this the 4th day of June, A.D. 1980.

C. J. Ernst
Notary Public in and for
Kerr County, Texas
Comm. Expires - 8/31/80
C. J. ERNST.



- 6 -

803739

*Escrow**John W. Willes,**et al**to**Spinnaker Telephone Company*

FILED FOR RECORD

at 4:05 o'clock P.M.

JUL 15 1980

EMMIE M. NUENKER

Clerk, County Court, Kerr County, Texas

*John W. Willes**Anna Lee Glenewinkel*

Filed for record July 15, 1980 at 4:05 o'clock P.M.
Recorded July 17, 1980
EMMIE M. NUENKER, Clerk

By *Betty J. Leroy* Deputy

THE STATE OF TEXAS

COUNTY OF KERR

I

812279

KNOW ALL MEN BY THESE PRESENTS:

Robert W. Wilke, ~~and wife, Evelyn Wilke~~ *RWW*
That the undersigned, Franklin Windhorst and wife, Elaine Windhorns

hereinafter called Grantor (whether one or more) for and in consideration of the sum of \$1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY, of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right of way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone and telegraph lines, poles and under-ground telephone and telegraph cable or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, which right of way and easement shall be a breadth of ten (10) feet upon, over, under and through the following lands of Grantor, lying and being situated in KERR

County, Texas, and described as follows:

Being all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising a total of 3.41 acres of land, sometimes referred to as Tract No. 9, being out of Original Survey No. 644, G. W. Lamb, Abstract No. 599 and being out of that 95.821 acre tract which was conveyed from Fema C. Lamb, et al, to Robert W. Wilke, by deed recorded in Volume 171, at Page 486 of the Deed Records of Kerr County, Texas; said 3.41 acre Tract No. 9 being shown on a plat attached to a deed from Robert W. Wilke to Paul Schroeder, for conveyance of adjoining property, as recorded in the Deed Records of Kerr County, Texas, dated May 12, 1940, in Volume 235 at Page 330, to which instruments and the record thereof reference is here made for all purposes, more particularly described on the plat marked Exhibit "A" which is attached hereto and incorporated herein by reference.

Said easement being more particularly described as follows:

Beginning at a point of intersection, said point being common to an East line of Tract 10, a West line of Tract 9 and the North right-of-way for 50 foot roadway easement.

Thence from said point S.38°58'E., with 10 foot easement adjoining and paralleling 50 foot roadway easement.

The Grantee, its successors and assigns are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said grantee, its successors and assigns until such first telephone, electrical and telegraph line or lines or underground telephone, electrical or telegraph cable or cables be constructed, and for so long thereafter as a telephone, electrical and telegraph line or lines or telephone, electrical and telegraph cable or cables are maintained thereon; and the undersigned hereby binds himself, his heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor, his heirs or assigns, reserves the right fully to use and enjoy said premises except as the same may be necessary for the purposes herein granted; providing however, that the grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstruction on or over said right of way and easement that may injure, endanger or interfere with the use of said telephone or electrical or telegraph lines or fittings and appliances appurtenant to any of said lines.

The grantee, by the acceptance hereof, agrees to bury all telephone, electrical, and telegraph cable or cables so that they will not interfere with the cultivation of the land and so as not to create a hazard to the use of the land, and also to pay for any damage to crops, fences and timber which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such telephone, electrical, and telegraph cable or cables.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 2 day of April, 1981.

Robert W. Wilke
Grantor Robert W. Wilke

Grantor Robert W. Wilke RWW

THE STATE OF TEXAS I
County of KERR I BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Wilke 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.

A.D. 1981.

Given under my hand and seal of office, this 25 day of MARCH

Comm. Expires
12-10-84

William Carroll Lanning
William Carroll Lanning, Notary Public
Kerr County, Texas

Franklin Windhorst
Grantor Franklin Windhorst

Elaine Windhorst
Grantor Elaine Windhorst

THE STATE OF TEXAS I
County of Gray I BEFORE ME, the undersigned authority, on this day personally appeared Franklin Windhorst and Elaine Windhorst known to me to be the person whose name they subscribed to the foregoing instrument, and acknowledged to me that they executed the same, for the purposes and consideration therein expressed.

A.D. 1981.

Given under my hand and seal of office, this 2 day of April

Jani A. Duckworth
Jani A. Duckworth, Notary Public
Kerr County, Texas

EXHIBIT "A"

Grantor Robert W. Wilke

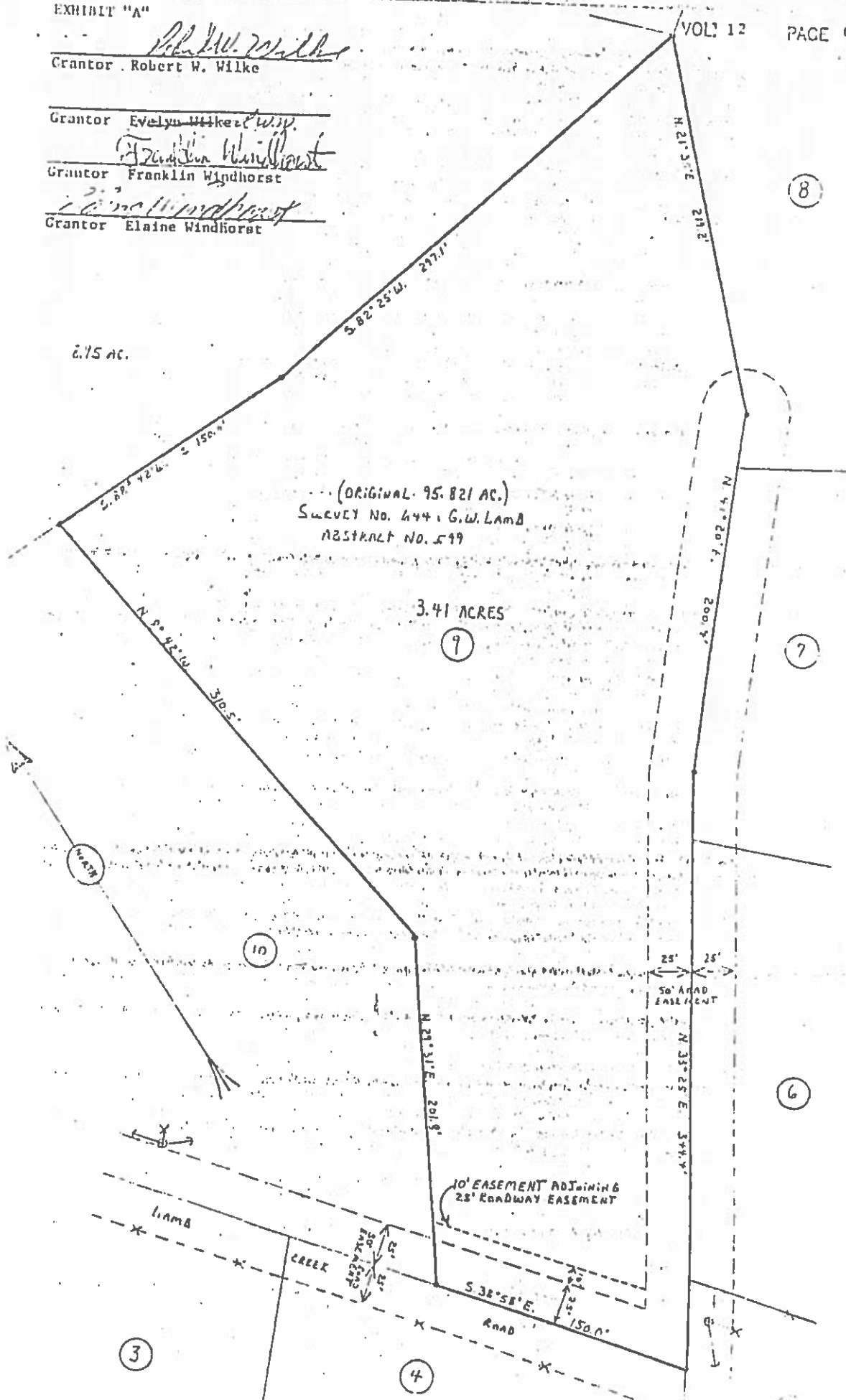
Grantor Evelyn Wilke

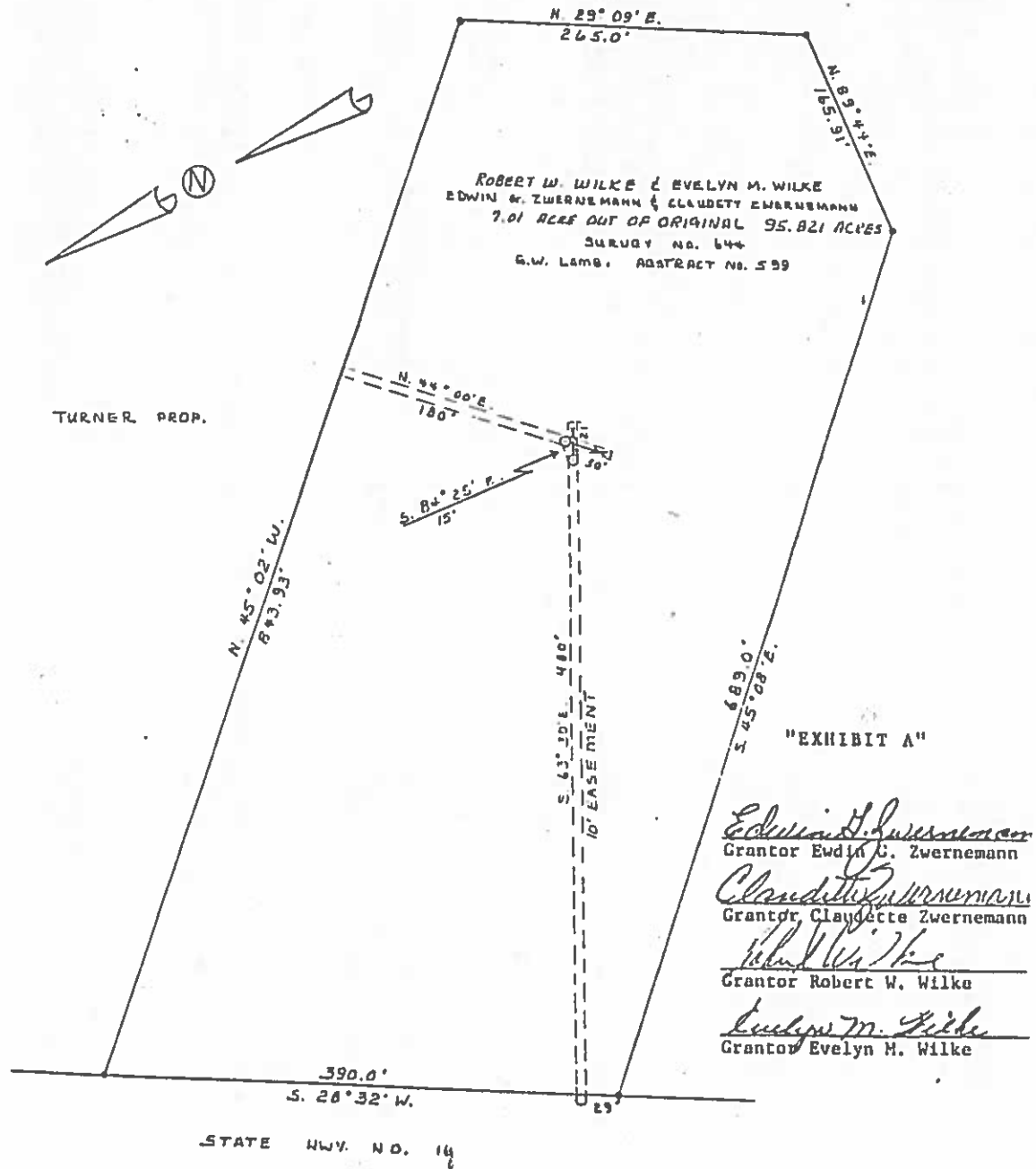
Grantor Franklin Windhorst

Grantor Elaine Windhorst

VOL. 12

PAGE 61





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*790050

VOL 10 PAGE 270

Right of way + Easement

Edwin S. Guernemann,
et ux, et al

to

Kerrville Telephone Co.

Return to:

Kerrville Telephone Co.
955 Water St.
Kerrville, Texas 78028

FILED FOR RECORD

at 3:40 o'clock P.M.

JAN 2 1979

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas
By *James W. [Signature]* Deputy

Filed for record January 2, 1979 at 3:40 o'clock P.M.
Recorded January 4, 1979

EMMIE M. MUENKER, Clerk

By *Paul D. Scherer* Deputy

[illegible]

6213

WL 0914 PAGE 005

WASTE WATER FIELD EASEMENT

STATE OF TEXAS *

COUNTY OF KERR * KNOW ALL MEN BY THESE PRESENTS:

That we, J. Jack Horton and wife Kirsten Horton, currently residing at 5619 Medina Hwy., Kerrville, in the County of Kerr, and State of Texas, have made, constituted and appointed, and by these presents do make the described property in exhibit A, a designated area for waste water easement to be used by residences of the subdivisions of Lamb Creek and Castle Estates, as shall be needed.

IN WITNESS WHEREOF, we, J. Jack Horton and wife Kirsten Horton, have hereunto set our hand this 30th day of August, 1997.

J. Jack Horton
J. Jack Horton

Kirsten Horton
Kirsten Horton

THE STATE OF TEXAS *

COUNTY OF KERR * BEFORE ME, the undersigned authority, on this day personally appeared J. Jack Horton and wife Kirsten Horton, 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 30th day of August, AD 1997.

John P. Hill
Notary Public, State of Texas

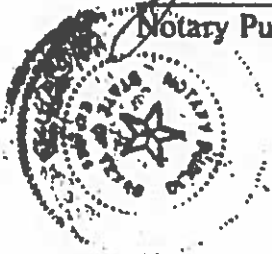


EXHIBIT A

VOL 0914 PAGE 006

*Domingues & Assoc.**Professional Land Surveying
Subdivision Design Specialists*

Re: description of 1.37 acres, Lamb Creek, Kerr County, Texas.:

All that certain tract or parcel of land, lying and being situated in the County of Kerr; State of Texas; comprising 1.37 acres, more or less; being out of original Survey No. 644, G. W. Lamb, Abstract No. 599, being part of that 12.5 acre tract which was conveyed from NBC Bank - Kerrville, to J. Jack Horton and wife Kirsten Horton, by deed dated the 15th day of December, 1988, of record in Volume 493, at page 588, of the Real Property Records of Kerr County, Texas; which tract is out of that 95.821 acre tract which was conveyed from Fema C. Lamb, to Robert W. Wilke, by deed dated the 22nd day of March, 1974, of record in Volume 171, at page 486, of the Deed Records of Kerr County, Texas; and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post, a re-entrant corner of said 12.5 acre tract, the east corner of a 7.01 acre tract out of said 95.821 acre tract, being a re-entrant corner of subject tract;

THENCE with the northeast line of said 7.01 acre tract, a southwest line of said 12.5 acre tract, a direction of N.45°11'W., for a distance of 204.9 feet to a fence corner post, the west corner of subject tract;

THENCE with division line of said 12.5 acre tract, the northwest line of subject tract, along fence line, a direction of N.36°20'E., for a distance of 283.0 feet to the north corner of subject tract;

THENCE continuing with division line of said 12.5 acre tract, the northeast line of subject tract, a direction of S.45°11'E., for a distance of 222.0 feet to a fence corner post, the east corner of subject tract;

THENCE continuing with division line of said 12.5 acre tract, the southeast line of subject tract, along fence line, a direction of S.39°47'W., for a distance of 281.0 feet to the place of beginning.

Domingues & Assoc.

609 Sidney Baker, Kerrville, TX. 78028

Tel. 830/896 6900 - Fax 830/896 6901

VOL 0914 PAGE 007

RECORD Real Property
VOL 914 PG 5
RECORDING DATE

AUG 25 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which relate to the sale, rental or lease of the described property because of error or omission in the instrument are hereby waived by the undersigned.

I hereby certify that this instrument was FILED in the Public Records on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

AUG 25 1997



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

✓ Filed by & Return to:
J. Jack Horton
605 Hwy 27 East
Ingram, Tx. 78025

FILED FOR RECORD
at...10:30 o'clock...A.....M

AUG 22 1997

PATRICIA DYE
Clerk County Court, Kerr County, Texas
J. Pieper Deputy

5⁰⁰ + 5⁰⁰ + 1⁰⁰

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

10195

VOL. 1043 PAGE 431

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF KERR
STATE OF TEXAS*
*

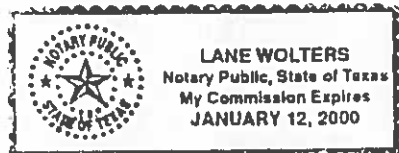
Before me, the undersigned authority, on this day personally appeared J. J. Horton who, after being by me dully sworn, upon oath states that he/she is the owner of record of that certain tract or parcel of land lying and being situated in Kerr County, Texas, and being more particularly described as follows:
103 DEL CT, KERRVILLE, TX 78028 Affidavit for part of the following survey: R20507, All113 Parsons, Survey 1330

The undersigned further states that a ☒ surface ☐ sub-surface application on-site wastewater treatment system will be or has been installed in accordance with the permitting provisions of the Rules and Regulations of Kerr County for On-Site Sewage Facilities. Reference: License to operate number 199-37. The undersigned has entered into a maintenance agreement, as required by the permitting entity, with an approved maintenance company for service and repairs to the surface/sub-surface application system.

Further, the undersigned states that he/she will, upon any sale or transfer of the above-described property, request a transfer of the license to operate such surface/sub-surface application system to the buyer or transferee. Any future buyer(s) or transferee(s) is hereby notified that a maintenance contract with an approved maintenance company will be required for the use of the system. For more information concerning the rules or regulations on surface/sub-surface application on-site wastewater treatment systems, please contact the Texas Natural Resource Conservation Commission, PO Box 13087, Austin, Texas 78711.

WITNESS MY/OUR HAND(S) on this 23 day of Nov., 1999.HORTON, J. J.
Printed Name of ApplicantJ. J. Horton TEE
Signature of Applicant

SWORN TO AND

SUBSCRIBED BEFORE ME on this 23 day of Nov., 1999.By Lane Wolters
Signature of Notary PublicMy Commission Expires: 1/12/2000

Please return to:
Upper Guadalupe River Authority
Guadalupe Basin Natural Resources Center
125 Lehmann Drive, Suite 100
Kerrville, Texas 78028-5903
Attention: Permitting & Regulatory Division

FILED FOR RECORD

at 8:10 o'clock A.M.

DEC 17 1999

Affidavit To The Public
03/31/99

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
J. J. Pieper
3-5-1 Deputy

VOL. 1043 PAGE 432

RECORD Deed
VOL. 1043 PG 431
RECORDING DATE

DEC 20 1999



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Principles herein which respect the sale, rental or use of the described 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 the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

DEC 20 1999



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS I
 : KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF KERR 7250 I

THAT I, FEMA C. LAMB (also known as Mrs. E. E. Lamb, Ella Eufema Lamb, Ella E. Lamb and Fema Cowden Lamb), a widow, of the County of Kerr, State of Texas, hereinafter referred to as GRANTOR, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS cash, and other good and valuable cash considerations, to me in hand paid by ROBERT W. WILKE, of the County of Kerr, State of Texas, hereinafter referred to as GRANTEE, receipt of which is hereby acknow'edged, and for which no lien, expressed, or implied, is retained or shall exist, and the further consideration of ONE HUNDRED NINE THOUSAND ONE HUNDRED FORTY NINE AND 40/100 (\$109,149.40) DOLLARS evidenced by one installment vendor's lien note of even date herewith executed by GRANTEE, and payable to FEMA C. LAMB, a widow, or order, bearing interest from date until paid at the rate as stipulated in said note. The principal of this note shall be due and payable in semi-annual installments of FIVE THOUSAND FOUR HUNDRED FIFTY SEVEN AND 47/100 (\$5,457.47) DOLLARS, each, payable on the 22nd day of September and March of each calendar year, beginning on the 22nd day of September, 1974, and continuing regularly and semi-annually thereafter until said principal sum has been duly paid. Interest, computed on the unpaid principal balance hereof, shall be due and payable semi-annually as it accrues, on the same dates as, but in addition to, said installments of principal; said note containing provisions for prepayment. To secure the full payment of said note, a vendor's lien is hereby reserved and retained on the hereinafter described property and GRANTOR has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the above named GRANTEE, subject to the reservations hereinafter

made, the following described property, lying and being situated in

Kerr County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being a certain 95.821 acre tract or parcel of land out of a tract conveyed from Hubert Heinen to A. M. Lamb and wife, Fema Lamb, by a Special Warranty Deed with vendor's lien dated February 18, 1928 and recorded in Volume 48 at Page 300 of the Deed Records of Kerr County, Texas; comprising, more or less, 95.104 acres out of G. W. Lamb Survey No. 644, 0.373 acre out of H. Lamb Survey No. 643, and 0.344 acre out of Joseph Brendle Survey No. 407; said 95.821 acre tract being wholly within Kerr County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked by a 5/8" iron stake near the remains of a stone mound believed to be the Southerly East corner of said G. W. Lamb Survey No. 644;

THENCE along a fence and crossing Lamb Creek, N. 44° 40' W., 906.04 ft. to a cornerpost and a 5/8" iron stake; N. 04° 28' E., 44.63 ft. to a cornerpost and a 5/8" iron stake; and along the Northeast line of an abandoned county road N. 44° 20' W., 354.42 ft. to a cornerpost and a 5/8" iron stake in the Southeast line of a county road;

THENCE along a fence and the Southeast line of said county road, S. 45° 29' W., 42.69 ft. to a cornerpost and 5/8" iron stake;

THENCE along a fence and across a cattleguard at the end of said county road, N. 45° 47' W., 29.89 ft. to a cornerpost and 5/8" iron stake;

THENCE along a fence and the Northwest line of said county road, N. 45° 31' E., 974.35 ft. to a cornerpost and 5/8" iron stake at the beginning of a reverse curve to the left; then, N. 27° 32' E., 33.18 ft. to an anglepost; N. 10° 36' E., 28.54 ft. to a 15" Hackberry tree for post; N. 00° 51' E., 30.93 ft. to an 8" Hackberry tree for post; N. 03° 35' W., 156.08 ft. to an anglepost; N. 23° 04' E., 138.67 ft. to an anglepost; and N. 50° 46' E., 166.30 ft. to a cornerpost and a 5/8" iron stake;

THENCE along a fence and the Southwest line of said county road, N. 37° 35' W., 193.51 ft. to a cornerpost and 5/8" iron stake in the Southeast right-of-way line of State Highway No. 16;

THENCE along a fence and the Southeast right-of-way line of said State Highway No. 16 S. 68° 25' W., 430.84 ft. to an anglepost and 5/8" iron stake at the beginning of a curve to the left;

THENCE continuing along said fence and curve along said highway right-of-way line: S. 65° 20' W., 128.34 ft.; S. 62° 07' W., 102.72 ft.; S. 58° 56' W., 93.78 ft.; S. 55° 51' W., 95.41 ft.; S. 52° 52' W., 98.50 ft.; S. 50° 38' W., 102.94 ft.; S. 46° 30' W., 95.14 ft.; S. 43° 55' W., 96.94 ft.; S. 41° 27' W., 96.78 ft.; S. 38° 05' W., 94.45 ft.; S. 34° 54' W., 102.39 ft.; S. 32° 28' W., 96.94 ft.; and S. 29° 22' W., 68.50 ft. to an anglepost and 5/8" iron stake at the end of said curve;

THENCE again continuing along said fence and highway right-of-way: S. 28° 32' W., 1197.73 ft. to an anglepost and 5/8" iron stake; S. 07° 03' W., 53.91 ft. to an anglepost; S. 29° 15' W., 17.09 ft. to a cornerpost and 5/8" iron stake;

THENCE along said highway right-of-way (not along a fence) across a dry draw S. 28° 38' W., 40.53 ft. to a cornerpost and 5/8" iron stake;

THENCE again along a fence and said highway right-of-way: S. 28° 07' W., 42.01 ft. to an anglepost; S. 52° 06' W., 51.92 ft. to an anglepost and 5/8" iron stake; and S. 28° 26' W., 480.20 ft. to a cornerpost and 5/8" iron stake for the most Westerly corner of the herein described tract;

THENCE along a fence: S. 45° 22' E., 294.77 ft. to an anglepost; S. 47° 54' E. 95.39 ft. to an anglepost; S. 46° 06' E., 88.04 ft. to a 16" Pecan tree for post, S. 44° 26' E., 529.27 ft. to an anglepost, S. 40° 36' E., 146.67 ft. to an anglepost; and S. 39° 15' E., 110.62 ft. to twin 20" and 21" Pecan trees on the bank of Lamb Creek;

THENCE S. 41° 00' E., 67.62 ft., crossing said Lamb Creek and a high bluff to a cornerpost and 5/8" iron stake atop said bluff;

THENCE along a fence, S. 79° 41' E., 85.61 ft. to a cornerpost and 5/8" iron stake;

THENCE along a fence, N. 45° 10' E., 1941.84 ft. to the place of BEGINNING, containing 95.821 acres of land within these metes and bounds.

Field notes prepared after an actual survey on the ground March 4, 1974, by D. R. Voelkel, Registered Professional Engineer No. 8889 and Registered Public Surveyor No. 443.

There is expressly excepted from and out of this conveyance and reserved to FEMA C. LAMB, a widow, and to her heirs and assigns, as a non-participating royalty, one-fourth (1/4th) of all the oil, gas and other minerals which may be produced, saved and sold from such lands for a period of twenty five (25) years from this date, and as long thereafter as oil, gas or other minerals may be produced therefrom in commercial quantities, the same to be delivered to her or her credit at the mouth of the well free and clear of all cost and expense, except taxes. The GRANTEE herein shall have and is hereby given the full and exclusive right, without her joinder or consent, to execute leases or other development

belonging unto the above named GRANTEE, his heirs and assigns,
forever. And said above named GRANTOR does hereby bind herself,
her heirs, executors and administrators, to WARRANT and FOREVER
DEFEND, all and singular, the said premises unto the above named
GRANTEE, his heirs and assigns, against every person whomsoever
lawfully claiming or to claim the same or any part thereof.

The above described note is additionally secured by a deed of
trust of even date herewith from ROBERT W. WILKE to JOSEPH F.
LEONARD, JR., Trustee, and this deed and the above described
note are executed, delivered and accepted subject to the terms and
provisions of said deed of trust.

EXECUTED this the 22nd day of March, 1974.

Filed: 25th Day of March, A.D., 1974
EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By Margaret Muenker Deputy

Ferna C. Lamb
Ferna C. Lamb, a widow

THE STATE OF TEXAS X
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally
appeared FERN C. LAMB, a widow, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowl-
edged to me that she executed the same for the purposes and considera-
tion therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd
day of March, 1974.

Joseph F. Leonard, Jr.
Joseph F. Leonard, Jr.
Notary Public in and for Kerr County, Texas
1974

Filed for record March 25, 1974 at 4:30 o'clock P. M.
Recorded March 28, 1974
EMMIE M. MUENKER, Clerk

By Margaret Muenker Deputy