

Item: **LOS CEDROS**

(Category: **RESTRICTIONS**)

Volume 6, Page 222, Plat Records of Kerr County, Texas; Volume 746, Page 371 and Volume 781, Page 545, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Item: **LOS CEDROS**

(Category: **Subdivisions**)

- a. Easement and Building Set Back Lines as per the Plat recorded in Volume 6, Page 222, Plat Records of Kerr County, Texas.
- b. Right to grant easements with full rights of ingress and egress reserved in the Restrictions recorded in Volume 781, Page 545, Real Property Records of Kerr County, Texas.
- c. Any visible and/or apparent roadways or easements over or across the subject property.
- d. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

LOS CEDROSDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION AND AGREEMENT (this "Declaration and Agreement") made this 11th day of January, 1994, by the undersigned ("Declarant", whether one or more);

W I T N E S S E T H:

A. Declarant is the owner of the real property which is described as the Los Cedros Subdivision, a subdivision in Kerr County, Texas, according to the plat thereof recorded in Volume 6, Page 222, Plat Records, Kerr County, Texas (the "Property"). The Lots shown on said plat, as amended, are herein referred to as "Lot" or "Lots".

B. The Property is owned by Declarant and has been restricted by Deed, dated May 11, 1994 and recorded in Volume 746, Page 371, Official Public Records of Real Property, Kerr County, Texas ("Deed") executed and delivered by Tobin M. Parker, Scott S. Parker, and Ernest C. Parker, III, (collectively, "Parker") and in such Deed certain restrictions were created which are restated and incorporated herein.

C. Declarant desires to provide for the preservation of the values and amenities of the Property and to this end desires to subject the Property to the covenants, conditions, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof ("Owner").

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements, hereinafter set forth, which shall constitute covenants running with the land, binding upon all Owners of the Property, or any part thereof, and their respective heirs, legal representatives, successors and assigns:

1. Land Use. The Property shall not be used for any purpose other than for single family residential purposes which shall refer to a structure containing one dwelling unit attached or detached only and occupied by not more than one family. The Property shall not be used for any commercial or business purpose nor for church purposes.

2. Dwelling Size and Composition. The liveable area of a single family residential structure on the Property, exclusive of open or screen porches, stoops, open terraces, and garages shall not be less than one thousand four hundred (1,400) square feet. The exterior walls of any single family residence shall be 75%

rock, stucco, or masonry construction. All driveways from any road to a residence on the Property shall be paved with either concrete or asphalt. Roof pitch shall be 4:12 or greater. All roofing material for a single family residence or outbuilding shall be of either metal, wood shake, tile or top grade dimensional composition or fiberglass shingle (minimum of 240 pounds) and if such roofing is composition the color shall be weathered woods.

3. New and Permanent Construction. All buildings and other structures on the Property shall be of new and permanent construction; and no structure shall be moved from any location on or off the Property onto any portion of the Property, provided, however, that temporary structures may be placed and maintained on the Property in connection with the construction of buildings, structures or improvements thereof. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

4. Temporary Structures. No ready-built home or building, trailer, mobile home, including any such mobile home with the tires and wheels removed therefrom, regardless of how affixed to the Property, tent, shack, garage, barn or other outbuildings or any structure of a temporary character shall be used on the Property at any time as a residence, either temporarily or permanently.

5. Nuisance. No noxious or offensive activity shall be permitted on the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to the Property and no odor shall be permitted to arise thereon, so as to render the Property or a portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or its occupants.

6. Animals. No poultry, swine, horses or livestock or any other animals other than household pets shall be kept upon the Property. Household pets shall be limited to a total of not more than three (3) of either dogs and/or cats; all dogs shall be on a leash or confined with a yard fence adequate to confine the animal or animals with the Property.

7. Burning and Incinerators. No open fires or burning shall be permitted on the Property at any time and no incinerators or like equipment shall be placed, allowed or maintained upon the Property unless a permit for such burning is secured from the City of Kerrville or such burning is otherwise permitted by the City of

Kerrville and/or the ordinances of the City of Kerrville, as amended from time to time. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills or any other similar uses permitted by ordinances of the City of Kerrville, as amended.

8. Fences. All perimeter fences on the Property shall be constructed to comply with City of Kerrville Ordinance No. 93-05, as amended from time to time. Other fences within the Property shall be wood and shall not be higher than six (6) feet. Chain link or metal fences are prohibited.

9. Oil and Mineral Activity. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavation or shafts shall be permitted upon or under the Property; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the Property.

10. Boats, Trailers. Neither a motorboat, houseboat or other similar water-borne vehicle nor any "camper" vehicle nor trailers, inoperable vehicles or motor homes of any kind may be maintained, stored or kept on any parcel of property covered by these covenants except in an enclosed garage thereon.

11. Maintenance. Each Owner of a portion of the Property shall, at his sole cost and expense, maintain and repair the portion of the Property owned by such Owner and the dwelling and other improvements situated thereon, keeping the same in good condition and repair. In the event that any such Owner shall fail to maintain and repair such portion or dwelling and improvements as required hereunder, the Owners of the other portions of the Property shall have all remedies available hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Property and to repair, maintain, and restore the same and the exterior of the dwelling and other improvements situated thereon; and each Owner (by acceptance of a deed) hereby covenants and agrees to repay the cost thereof immediately upon demand.

12. Architectural Approval. Anything contained herein to the contrary notwithstanding, no erection of buildings or exterior additions or alterations to any building situated upon the Property nor erection of or changes or additions in fences, hedges, walls and other structures, nor construction of any improvements nor any

changes in the exterior color of any building, structure, fence, wall or other improvement, shall be commenced, erected, or maintained until (i) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by the Architectural Committee, herein specified, and (ii) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by such Architectural Committee. In the event such design and location is not so approved within thirty (30) days after the said plans and specifications have been submitted as herein provided, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this paragraph will be deemed to have been fully complied with. The Architectural Committee may waive any of the requirements set forth herein, without negating or waiving other or future requirements. The waiver of any requirement shall in no wise effect any other requirement.

13. Encroachments. Declarant hereby reserves for itself and each Owner of a portion of the Property, an easement and right of overhang and encroachment with respect to any dwelling constructed on the Property for the overhang of the roof of any such constructed dwelling (which overhang shall be guttered) and for the encroachment of any such constructed dwelling upon an adjoining portion of the Property as a result of the construction, repair, shifting, settlement or movement of any portion of any such constructed dwelling, together with an easement and right of ingress and egress for the maintenance of the portion of such dwelling so encroaching or overhanging.

14. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on the Property which will result in the cancellation of or increase of any insurance carried by an adjoining Owner or which would be in violation of any law.

15. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Property, without the prior consent of the Architectural Committee, except signs temporarily used by Declarant and Builders in the development and sale of the Property and Lots within the Property.

16. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and

radio antennas, satellite equipment and dishes) shall be made on the roof or walls of any home, unless such attachments shall have been first submitted to and approved by the Architectural Committee.

17. Mailboxes. Mailboxes on each Lot shall be constructed of brick, stone or stucco similar to materials used on the buildings located on such Lot.

18. Drainage. Each Owner shall not alter or change the drainage or seepage on, over or across, nor the grade of, the Property by channeling, filling, grading, excavating or any other means, and shall not do, permit or cause to be done any act which might reasonably be expected to result in any adverse change or affect on such drainage or seepage.

19. Architectural Committee. The Architectural Committee (herein called the "Architectural Committee") shall consist of three (3) members who shall be appointed by the Declarant. If the Declarant withdraws from such responsibility by recording a withdrawal declaration to such effect, and thereafter the Architectural Committee shall be named by the Owners of a majority of the Lots in the Property. The members of the Architectural Committee shall not be entitled to compensation for, or liable for damages, claims or causes of action arising out of, services performed pursuant to this Declaration. The approval of two (2) of the three (3) members of the Architectural Committee shall be required for the action of the Architectural Committee. The Architectural Committee may waive any one requirement without negating or waiving other and future requirements. The waiver of any requirement shall in no way affect any other requirement.

20. Utility Easements. Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, sewer, water, telephone, power, gas and storm water lighting) and drainage facilities and floodway easements over, under and across the Property are reserved by Declarant for its use, its successors and assigns. Declarant shall have the right to grant easements for such purposes over, under, and across the Property. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Property for the installation, operation, maintenance, repair and removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

Notwithstanding the foregoing, however, Declarant covenants that at any such time as the utilities referred to in this paragraph shall have been installed or otherwise located on the Property, Declarant will by written instrument recorded in the Official Public Records of Real Property of Kerr County, Texas, define the exact location of each such easement and will release the remainder of the Property from the provisions of this paragraph. Any such instrument when executed and filed of record by Declarant shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company affected may not have executed such instrument.

21. Underground Electric Distribution System. An underground electric distribution system has been or will be installed to service the Property. The Owner of each Lot within the Property shall, at his own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designed by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type required by such utility company.

22. Ingress and Egress by Owners. Each Owner shall have the right of ingress and egress at all times over and upon each adjoining Lot for the maintenance and repair of any such Owner's Lot; provided, that any entry by each such Owner upon any such adjoining Lot shall be made with as minimum inconvenience to the Owner of each such adjoining Lot as practical, and any damage caused thereby shall be repaired by each such entering Owner at his expense.

23. Ingress and Egress by Police, etc. The police, fire department, emergency units, ambulance company, utility companies, and any government agency or department having jurisdiction, shall have the right to ingress and egress at all times over and upon the Property, for the performance of their respective duties and responsibilities with respect to the Property and in order to service the Property.

24. Miscellaneous.

A. The Covenants, Conditions and Restrictions hereof shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, by Parker as to the restrictions created by their Deed and/or any Owner of any land subject hereto, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of the Property has been recorded, agreeing to abolish or amend the same, in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change.

B. The Covenants, Conditions and Restrictions hereof may be abolished, amended and/or changed in whole or in part, only with the consent of seventy-five percent (75%) of all of the Votes (as hereinafter defined) of the Owners and Declarant. All amendments, if any, shall be recorded in the office of the County Clerk of Kerr County, Texas.

Votes shall be defined as follows:

A. All Owners of Lots (except Declarant) shall be entitled to one (1) vote for each Lot in which they hold an interest. When more than one (1) person holds such interest or interests in any Lot, all such persons shall have one (1) vote and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

B. Declarant shall be entitled to four (4) votes for each Lot in which it holds an interest.

0781 pg 552

C. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity including without limitation injunction, mandatory or prohibitive, against any person or persons violating or attempting to violate them, or to recover damages and the failure to enforce same shall in no event be deemed a waiver of the right to do so. In the event an action is brought to enforce such covenants, the party bringing such action shall be entitled to recover, from the party or parties violating the restrictive covenants, all costs of court and attorneys' fees incurred in connection therewith.

D. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision, all of which shall remain in full force and effect.

E. Declarant may, without the consent of any Owner, at any time and from time to time, add to the Property and to the concept of this Declaration any property which it presently owns or which it may hereafter own within Kerr County, Texas, by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for the Property. Declarant may make any such addition even though at the time such addition is made Declarant is not the owner of any portion of the Property.

F. The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

RECORD Real Property
VOL. 781 PG. 545

RECORDING DATE

JAN 12 1995



Patricia Dye
COUNTY CLERK, KERR COUNTY

Permitting parties which provide the same, title of law of the described property because of color of title is invalid and unenforceable under Federal Law THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in File Number on the day and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JAN 12 1995



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

0781 246553

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed on this 11th day of January, 1994.

DECLARANT:

LOS CEDROS LIMITED PARTNERSHIP,
a Texas Limited Partnership

BY: General Partner

PROPERTY COMPANY OF AMERICA
HOMES, INC.

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.

BY: Terry L. Davis

Name: Terry L. Davis

Title: Vice President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on January 12, 1995, by Terry L. Davis, Vice-President of PROPERTY COMPANY OF AMERICA HOMES, INC., General Partner of LOS CEDROS LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said partnership.

Ann Robertson
Notary Public, State of Texas

6\CUSTOM\RES1

RETURN TO:
Kerrville Title Company
1456 Sidney Baker
Kerrville, Texas 78028

Filed By
Kerrville Title Company

FILED FOR RECORD
at 4:31 o'clock P.M.

JAN 12 1995

Ann Robertson
Notary Public, State of Texas
Deputy

03577

WARRANTY DEED

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR *

That we, TOBIN M. PARKER and SCOTT S. PARKER, not joined herein by our spouses for the reason that the property hereby conveyed has never been used, claimed or occupied by either of us as our homestead and is our sole and separate property and estate, and ERNEST C. PARKER, III, a single man, all of the County of Kerr, and State of Texas (collectively, "Grantors"), for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, and other valuable consideration in cash to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents do GRANT, BARGAIN, SELL AND CONVEY unto KERRVILLE CUSTOM HOMES LIMITED PARTNERSHIP, a Texas limited partnership ("Grantee"), all of the following described property, lying and being situated in Kerr County, Texas, together with any and all improvements thereon and all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and further together with any and all right, title and interest of Grantors in and to adjacent streets, alleys, easements and rights-of-way (whether public or private) (collectively, the "Property"), to-wit:

Being all of a certain tract or parcel of land containing 9.27 acres, more or less, out of Walter Fosgate Survey No. 120, Abstract No. 138 in the City of Kerrville, Kerr County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made and accepted SUBJECT TO the following:

1. Overhead utility lines protruding into Property as shown on plat dated November 24, 1993 by Lee C. Voelkel, Registered Professional Land Surveyor No. 3909.
2. Subdivision and zoning ordinances of the City of Kerrville, specifically City of Kerrville Ordinance No. 93-05, as amended.
3. Restrictions reserved in this deed.
4. Taxes for the year 1994 and subsequent years.

Grantee acknowledges, as evidenced by its acceptance of this deed, that the Property is conveyed "as is" and Grantors expressly disclaim, and Grantee acknowledges and accepts that Grantors have disclaimed, any and all warranties as to the condition of the Property, oral or written, express or implied.

Grantors hereby impose upon the Property for the benefit of Grantors and the subsequent owners of the Property, their heirs, successors and assigns, and declares that the Property shall be subject to, the following restrictive covenants, which covenants shall constitute covenants running with the land, binding upon Grantee, and subsequent owners of the Property, or any part thereof, and their respective heirs, legal representatives, successors and assigns, to-wit:

a. Land Use The Property shall not be used for any purpose other than for single family residential purposes which shall refer to a structure containing one dwelling unit attached or detached only and occupied by not more than one family. The Property shall not be used for any commercial or business purpose nor for church purposes.

b. Dwelling Size and Composition The liveable area of a single family residential structure on the Property, exclusive of open or screen porches, stoops, open terraces, and garages shall not be less than one thousand four hundred (1,400) square feet. The exterior walls of any single family residence shall be 75% rock, stucco or masonry construction. All driveways from any road to a residence on the Property shall be paved with either concrete or asphalt. Roof pitch shall be 3:12 or greater. All roofing material for a single family residence or outbuilding shall be of either metal, wood shake, tile or top grade heavy weight dimensional composition or fiberglass shingle.

c. New and Permanent Construction. All buildings and other structures on the Property shall be of new and permanent construction; and no structure shall be moved from any location on or off the Property onto any portion of the Property, provided, however, that temporary structures may be placed and maintained on the Property in connection with the construction of buildings, structures or improvements thereof. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

d. Temporary Structures No modular or ready-built home or building, trailer, mobile home, including any such mobile home with the tires and wheels removed therefrom, regardless of how affixed to the Property, tent, shack, garage, barn or other outbuildings or any structure of a temporary character shall be used on the Property at any time as a residence, either temporarily or permanently.

e. Nuisance No noxious or offensive activity shall be permitted on the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to the Property and no odor shall be permitted to arise thereon, so as to render the Property or a portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or its occupants.

f. Animals No poultry, swine, horses or livestock or any other animals other than household pets shall be kept upon the Property. Household pets shall be limited to a total of not more than three (3) of either dogs and/or cats; all dogs shall be on a leash or confined with a yard fence adequate to confine the animal or animals within the Property.

g. Burning and Incinerators No open fires or burning shall be permitted on the Property at any time and no incinerators or like equipment shall be placed, allowed or maintained upon the Property unless a permit for such burning is secured from the City of Kerrville or such burning is otherwise permitted by the City of Kerrville and/or the ordinances of the City of Kerrville, as amended from time to time. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills or any other similar uses permitted by ordinances of the City of Kerrville, as amended.

h. Fences All perimeter fences on the Property shall be constructed to comply with City of Kerrville Ordinance No. 93-05, as amended from time to time.


i. Oil and Mineral Activity No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavation or shafts shall be permitted upon or under the Property; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the Property.


The foregoing restrictive covenants are enforceable by the Grantors and the owners of the Property and their heirs, successors or assigns (any one of them); and such restrictive covenants may be enforced by any proceedings at law or in equity, including without limitation injunction, mandatory or prohibitive. In the event an action is brought to enforce such covenants, the party bringing such action shall be entitled to recover, from the party or parties violating the restrictive covenants, all costs of court and attorneys' fees incurred in connection therewith. Invalidation of any one of the foregoing restrictive covenants by judgment or court order shall in no wise affect any other covenants, all of which shall remain in full force and effect. Failure to enforce any of the covenants herein provided shall not be deemed a waiver of the right to enforce any such covenant thereafter or a waiver of the right to enforce any other covenant herein contained. The restrictive covenants imposed hereby shall remain in effect for a period of 30 years from the date this Deed is recorded and may be amended or variances granted by written, recorded agreement executed by the then owners of the Property.


TO HAVE AND TO HOLD the Property, subject to the exceptions aforesaid, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the exceptions aforesaid, unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

All ad valorem taxes against the Property for the current year have been prorated as of the date of this conveyance, and payment thereof is assumed by Grantee, such agreement of assumption being evidenced by the recording of this deed in the Real Property Records of Kerr County, Texas.

EXECUTED the 11 day of May, 1994.


TOBIN M. PARKER


SCOTT S. PARKER


ERNEST C. PARKER, III

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.

STATE OF TEXAS *

COUNTY OF KERR *

May This instrument was acknowledged before me this 11 day of 1994, by TOBIN M. PARKER.

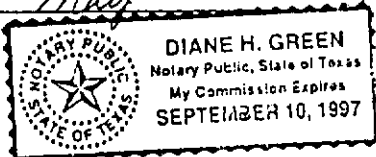


Diane H. Green
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF KERR *

May This instrument was acknowledged before me this 11 day of 1994, by SCOTT S. PARKER.



Diane H. Green
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF KERR *

May This instrument was acknowledged before me this 11 day of 1994, by ERNEST C. PARKER, III.



Diane H. Green
Notary Public, State of Texas

GRANTEE'S ADDRESS:

Kerrville
KERRVILLE CUSTOM HOMES LIMITED PARTNERSHIP
2431 East 61st Street, Suite 800
Tulsa, Oklahoma 74136

PREPARED IN THE OFFICE OF:

H. RITMAN JONS
Attorney-at-Law
829-B Main Street
Kerrville, Texas 78028
(512) 896-8383

FILED FOR RECORD
at...*9:28*... o'clock...*A*.....M

MAY 16 1994

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Patricia Dye

5 ✓

FILED BY: KERR COUNTY ABSTRACT & TITLE CO.

EXHIBIT A

0746 page 376

FIELD NOTES DESCRIPTION FOR 9.27 ACRES OF LAND OUT OF THE
FORMER W. SCOTT SCHREINER TRACT ALONG HARPER ROAD IN
THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 9.27 acres, more or less, out of Walter Fosgate Survey No. 120, Abstract No. 138 in the City of Kerrville, Kerr County, Texas; part of a certain 10 acre tract conveyed from G. R. Starkey to W. Scott Schreiner by a Warranty Deed executed the 24th day of May, 1926 and recorded in Volume 45 at Page 504 of the Deed Records of Kerr County, Texas; and being more particularly described by notes and bounds as follows:

BEGINNING at a fence cornerpost in the northwest line of Block 1 of Blue Bell Hills Addition, a subdivision of Kerr County according to the plat of record in Volume 1 at Page 104 of the Plat Records of Kerr County, Texas for the east corner of the herein described tract and said 10 acre tract; which point bears, approximately, 4783 ft. N. 45° E. from the south corner of said Survey No. 120,

THENCE, along or near a fence with the common line between said 10 acre tract and Block 1 of Blue Bell Hills Addition S. 45° 28' W., 540.00 ft. to a 1/4" iron stake set for the south corner of the herein described tract;

THENCE, upon, over and across said 10 acre tract N. 44° 19' W., 748.79 ft. to a 1/4" iron stake set in a fence, the southeast right-of-way line of Harper Road and southeast line of a certain 0.565 acre conveyed from W. Scott Schreiner, et ux, to the State of Texas by a Deed executed the 29th day of March, 1968 and recorded in Volume 132 at Page 705 of the Deed Records of Kerr County, Texas for the west corner of the herein described tract;

THENCE, along or near said fence with the southeast right-of-way line of Harper Road, continuing upon, over and across said 10 acre tract with the southeast line of 0.565 acre tract N. 45° 43' E., 540.00 ft. to a fence cornerpost for the north corner of the herein described tract and 10 acre tract;

THENCE, along or near a fence with the northeast line of said 10 acre tract S. 44° 19' E., 746.43 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 29th day of November, 1993

Lee C. Voelkel
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



RECORD Real Property
VOL 746 PG 371

RECORDING DATE

MAY 16 1994



Patricia Dye
COUNTY CLERK, KERR COUNTY

Provisions herein which restrict 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 Public Records of the State of Texas and in the Public Records of Kerr County, Texas on MAY 16 1994.



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

MAY 16 1994