

WESTLAND PLACE RESTRICTIONS

FIRST DEED OUT OF DEVELOPER Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, Deed Records of Kerr County, Texas; Subordination Agreement recorded in Volume 93, Page 520, Deed 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.

Reversionary rights as described in deed dated {PR,"insert date of instrument",DT2,1}, recorded in Volume {PR,"insert volume number",IN1,2}, Page {PR,"insert page number",IN1,3}, {PR,"insert type of records",ST1,4} Records, Kerr County, Texas.

OTHER EXCEPTIONS

- Easement and Right Of Way to Texas Public Utilities Co. dated May 13, 1926, recorded in Volume 45, Page 458, Deed Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume {PR,"insert volume number",IN1,1}, Page {PR,"insert page number",IN1,2}, Deed Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across subject property.
- Rights of Parties in Possession. (As per Owner policy only)

Filed for record on the 13th day of October A. D. 1952 at 4:00 o'clock P. M.

Recorded on the 14th day of October A. D. 1952 at 2:15 o'clock P. M. (gt)

Thomas Stephens County Clerk

By *Dorothy Peterson* Deputy

0-0-0-0-0

SUBORDINATION AGREEMENT

931520
THE STATE OF TEXAS)

COUNTY OF KERR)

WHEREAS, the Kerrville Development and Loan Company, Inc. by a general plan imposed certain conditions, covenants and restrictions upon that certain land situated in Kerr County, Texas, and known and designated as Westland Place Addition to Kerrville, Kerr County, Texas, as said restrictions appear and are set out in various deeds from said Company and owners, as same appears of record in the Deed Records of Kerr County, Texas, to which reference is here made for all purposes; and,

WHEREAS, many of the present owners of property situated in Westland Place Addition, Kerrville Kerr County, Texas, are applying for loans upon such land and improvements; and,

WHEREAS, the lending agencies will not make loans until such conditions, covenants and restrictions hereinabove mentioned are subordinated to their loan; and,

WHEREAS, the Kerrville Development and Loan Company, Inc., is no longer in existence; and W. A. FAWCETT, E. GALBRAITH, J. L. PAMPELL, CHARLIE PETERSON and HAL PETERSON were all the stock holders, directors and trustees of the Kerrville Development and Loan Company, a Corporation at the time of its dissolution; and,

WHEREAS, W. A. Fawcett is dead, and his rights and interest in and to such property are presently owned by CORNELIA A. FAWCETT, a widow; W. C. FAWCETT: F. SCOTT FAWCETT: W. A. FAWCETT, JR.; JOSEPHINE F. JOHNSTON: CORNELIA STEHLING and DOROTHY F. WOMACK, a feme sole; and,

WHEREAS, all of the present stock holders of the Kerrville Development and Loan Company Inc. and the heirs of the deceased stock holder desire to subordinate all of the conditions, restrictions and covenants imposed upon said Westland Place Addition to any and all lenders who might or may loan money upon the property..

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, CORNELIA A. FAWCETT, a widow; W. C. FAWCETT: F. SCOTT FAWCETT: W. A. FAWCETT, JR.; JOSEPHINE F. JOHNSTON, joined by her husband, CHARLES H. JOHNSTON; CORNELIA STEHLING, joined by her husband, MARTIN STEHLING, DOROTHY F. WOMACK, a feme sole; E. GALBRAITH; J. L. PAMPELL; CHARLIE PETERSON and HAL PETERSON, being all of the stock holders of the Kerrville Development and Loan Company, Inc., for a valuable consideration, the receipt whereof is hereby acknowledged, do hereby covenant and agree with each and every owner and holder of notes secured by liens upon the property in Westland Place Addition, Kerrville, Kerr County, Texas, or to be secured by property in Westland Place Addition, Kerrville, Kerr County, Texas, in the future; that no violation or breach of conditions subsequent and/or use restrictions, or covenants, and/or platted building lines or easements (whether such violation or breach be anterior or posterior to the execution hereof) on the part of any person owning the property at the time of the violation or breach, shall affect or in any wise invalidate any liens thereon securing the payment of said notes and present notes or liens or any future notes or liens, but that such liens shall remain unimpaired; and, in case of any reverter to or re-entry by grantors herein, or their heirs, assignees or successors thereof, as the case may be, said premises shall nevertheless remain subject to such lien securing any deferred purchase money arising out of a resale of the property by the purchaser at foreclosure sale under such liens; but no release of any of said conditions or covenants is intended hereby as against the original grantee and the heirs, assigns or successors thereof, and any sale had under a foreclosure of the lien hereinabove mentioned shall pass title to said land subject

to such restrictions; however, the undersigned agree and covenant that there presently exists no violation or restrictions of sufficient importance to cause the undersigned and privies therewith to exercise any judicial or extrajudicial remedies provided.

It is the intention of this instrument to assure any future lender of money on any property situated in Westland Place Addition, that in the event of breach of any covenant, condition, or restriction on such land and the property reverts that the person receiving the property will recognize the then existing lien, if any, against said land.

EXECUTED this 2nd day of October A. D. 1952.

Cornelia A. Fawcett
F. Scott Fawcett
Josephine F. Johnston
Cornelia F. Stehling
Cornelia Stehling
Dorothy F. Womack
J. L. Pampell

W. C. Fawcett
W. A. Fawcett, Jr.
Charles H. Johnston
Martin Stehling
E. Galbraith
Charlie Peterson
Hal Peterson
Stock Holders of the Kerrville Development
And Loan Company, Inc.

THE STATE OF TEXAS)

THE COUNTY OF KERR) BEFORE ME, the undersigned authority, on this day personally appeared Cornelia A. Fawcett, a widow; F. Scott Fawcett; Dorothy F. Womack, a feme sole; W. C. Fawcett; W. A. Fawcett, Jr.; E. Galbraith; J. L. Pampell and Charlie Peterson, 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 2nd day of October A. D. 1952.

(NOTARY SEAL)

Raye Pickett
Notary Public, Kerr County, Texas

THE STATE OF TEXAS:

THE
COUNTY OF KERR : BEFORE ME, the undersigned authority, on this day personally appeared CHARLES H. JOHNSTON and JOSEPHINE F. JOHNSTON, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said JOSEPHINE F. JOHNSTON, wife of the said CHARLES H. JOHNSTON, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said JOSEPHINE F. JOHNSTON, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of October A. D. 1952.

(NOTARY SEAL)

Raye Pickett
Notary Public, Kerr County, Texas

THE STATE OF TEXAS:

THE
COUNTY OF KERR : BEFORE ME, the undersigned authority, on this day personally appeared MARTIN STEHLING and CORNELIA STEHLING, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said CORNELIA STEHLING, wife of the said MARTIN STEHLING, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said CORNELIA STEHLING, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of October, A. D. 1952.

(NOTARY SEAL)

Raye Pickett
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS:

THE COUNTY OF KERR: BEFORE ME, the undersigned authority, on this day personally appeared HAL PETERSON, 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 8th day of October, A. D. 1952.

(NOTARY SEAL)

Elaine Scogin
Notary Public, Kerr County, Texas.

Filed for record on the 13th day of October A. D. 1952 at 4:00 o'clock P. M.

Recorded on the 14th day of October A. D. 1952 at 3:15 o'clock P. M. (gt)

Lawrence Stephens County Clerk By Shirley K. Leland Deputy
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AFFIDAVIT

THE STATE OF TEXAS:

COUNTY OF KERR : BEFORE ME, the undersigned authority, A Notary Public, in and for Kerr County, Texas, on this day personally appeared J. D. Jones and wife, Myrtle E. Jones, and after being duly sworn did upon their oath depose and say:

Our names are J. D. Jones and Myrtle E. Jones, respectively and we are residents of Kerr County, Texas. On the 11th day of September A. D. 1952, we entered into a Builder's and Mechanic's Lien Contract with Rex McElroy, for the making of alterations, repairs and additions to the residence and ten (10) cottages known as Wagon Wheel Lodges and owned by the said J. D. Jones and wife, Myrtle E. Jones, situated on the following described tract of land situated in Kerr County, Texas, being 6.89 acres of land more or less out of Survey No. 666, P. Fleming, Kerr County, Texas, being the same tract of land described in a deed from Arthur Lochte, Individually and as Independent Executor of the Estate of Henry Henke, Deceased, et al, to Henry Skeen, which said deed is recorded in Vol. 82, page 587, Deed Records Kerr County, Texas, to which deed and its records reference is here made for all purposes, which said tract of land is described by metes and bounds in said Builder's and Mechanic's Lien Contract, which is of record in Vol. 11 page 518, of the Builder's and Mechanic's Lien Records of Kerr County, Texas, and reference is hereby made to the same for a full and complete description of said tract of land. The alterations, repairs and additions as described in said Builder's and Mechanic's Lien and in the plans and specifications thereof, has been completed in accordance with the plans and specifications pertaining thereto. This affidavit is made for the purpose of protecting anyone purchasing the Builder's and Mechanic's Lien Contract note above referred to, and in particular L. T. Davis of Kerrville, Texas who has agreed to purchase said note or at least a portion thereof.

Further affiants saith not.

J. D. Jones
Myrtle E. Jones

Subscribed and sworn to, before me, a Notary Public, in and for Kerr County, Texas, on this the 10th day of October, A. D. 1952.

(NOTARY SEAL)

Mrs. J. D. Hanna
Notary Public, Kerr County, Texas

STATE OF TEXAS:

COUNTY OF KERR: BEFORE ME, the undersigned authority, a Notary Public, in and for Kerr County, Texas, on this day personally appeared J. D. Jones and Myrtle E. Jones, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Myrtle E. Jones, wife of the said J. D. Jones having been examined by me privily and