

Item: **COLONIAL MANOR (BOTH)**

(Category: **RESTRICTIONS**)

Volume 65, Page 522, Volume 119, Page 31, Volume 127, Page 559, Volume 130, Page 555 and Volume 131, Page 410, Deed Records of Kerr County, Texas; Volume 3, Page 18, Plat Records of Kerr County, Texas (AS PER SECTION ONE); Volume 3, Page 35, Plat Records of Kerr County, Texas (AS PER SECTION TWO), 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.

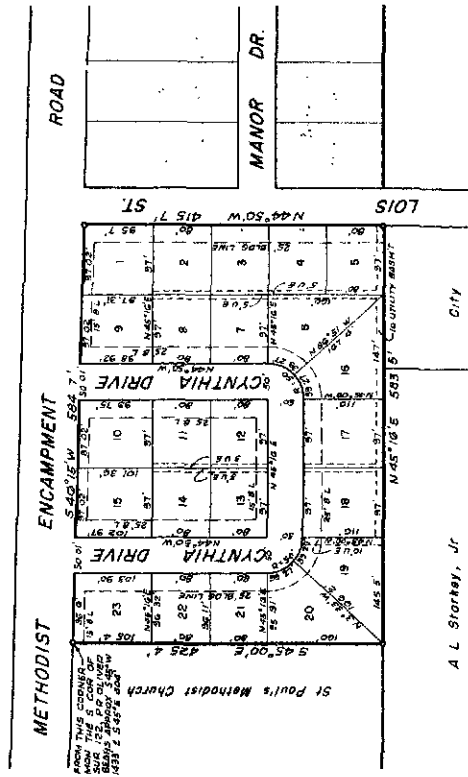
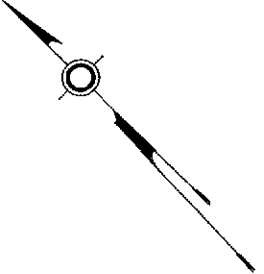
Item: **COLONIAL MANOR (BOTH SECTIONS)**

(Category: **Subdivisions**)

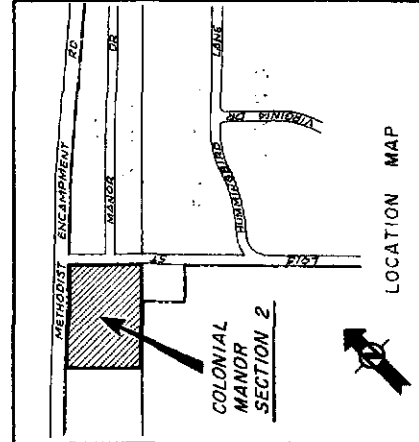
- a. Easement to L.C.R.A., dated August 13, 1947, recorded in Volume 1, Page 16, Easement Records of Kerr County, Texas.
- b. Easement to L.C.R.A., dated January 24, 1950, recorded in Volume 1, Page 221, Easement Records of Kerr County, Texas.
- c. Easement dated September 13, 1950 to L.C.R.A., recorded in Volume 1, Page 257, Easement Records of Kerr County, Texas. (AS PER LOTS 3-20 ONLY)
- d. Utility Easements and Building Set Back Lines as per the Plat recorded in Volume 3, Page 18, Plat Records of Kerr County, Texas. (AS PER FIRST SECTION)
- e. Utility Easements and Building Set Back Lines as per the Plat recorded in Volume 3, Page 35, Plat Records of Kerr County, Texas. (AS PER SECOND SECTION)
- f. Building Set Back Lines as per the Restrictions recorded in Volume 130, Page 555, Deed Records of Kerr County, Texas.
- g. Any visible and/or apparent roadways or easements over or across the subject property.
- h. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

COLONIAL MANOR SECTION 2.

BEING A SUBDIVISION OF 5.61 ACRES OUT OF THE
P.R. OLIVER SURVEY NO. 122, A-285, AND ADDITION
TO THE CITY OF KERRVILLE, KERR COUNTY, TEXAS.
K-ANN, Inc - 215 HARPER RD., KERRVILLE, TEXAS - OWNER
W. W. CARSON, JR. - Registered Professional Engineer
Scale: 1" = 100' October, 1968



A. L. Storkey, Jr.



STATE OF TEXAS,
COUNTY OF KERR.
KNOW ALL MEN BY THESE PRESENTS,
That I, Margaret Johnson, President of and attorney in fact for K-ANN, Inc., hereby
certify that K-ANN, Inc., as the owner of the property shown and described hereon, adopts
this plan of subdivision with free consent, establish the minimum building restriction
lines, and dedicate all streets to public use and all easements to use as noted.
This the 24th day of June, 1968

Margaret Johnson
MARGARET JOHNSON, PRESIDENT AND
ATTORNEY IN FACT FOR K-ANN, INC.

STATE OF TEXAS,
COUNTY OF KERR.
Before me, the undersigned authority, on this day personally appear Margaret Johnson,
known to me to be the person whose name is subscribed to the foregoing instrument of writing,
and acknowledged to me that she executed the same for the purpose and consideration
therein expressed and in the capacity stated for K-ANN, Inc.
Given under my hand and seal of office this 24th day of June, 1968

Matthew J. Schenk
NOTARY PUBLIC IN AND FOR
KERR COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF KERR.
I, W. Carson, Jr., Registered Professional Engineer, do hereby certify that this
is an actual and accurate survey of the herein platted land and that all of the mon-
uments, as shown, in addition to the iron stakes at all other lot corners, have been
properly placed under supervision, in accordance with the Subdivision Ordinance of
the City of Kerrville, Texas.
This the 25th day of June, 1968.

W. Carson, Jr.
REGISTERED PROFESSIONAL ENGINEER
TEXAS NO. 82

I hereby certify that the subdivision plat shown hereon has been
found to comply with the Subdivision Regulations for the City of
Kerrville, Texas, with the exception of such variances, if any,
that it has been approved for recording in the Office of the
County Registrar.
This 25th day of June, 1968

Charles J. ...
VICE CHAIRMAN, PLANNING COMMISSION

APPROVED by the COMMISSIONERS COURT of KERR COUNTY, TEXAS on the
1st day of July, 1968, by Order No. 10960 of said Court
Filed for record on the 1st day of July, 1968, at 10:00 A.M., of the
11:30 A.M., and recorded on the 1st day of July, 1968, at
11:30 A.M., in Volume 3 at Page 353 of the Plat Records
of Kerr County, Texas

CLERK OF THE COUNTY COURT,
KERR COUNTY, TEXAS

Emmie M. Muenker
EMMIE M. MUENKER

foot driveway. Thence with said line of said driveway thus: S. 50° 15' W. 457 varas to a stake in said southeast line of said 80 ft. driveway. Thence South with the southeast line of 80 foot driveway 46° 15' W. 841 varas to a stake in the north line of said highway. Thence S. 60° 26' E. 169 varas to the place of beginning.

SECOND TRACT: Beginning at a stake in the north line of highway No. 27, N. 60° 26' W. 29 varas from the West corner of parcel No. 1, herein described. Thence N. 46° 15' E. with northwest line of said 80 foot driveway 857 varas to a stake in said north west line of 80 foot driveway. Thence N. 50° 15' E. with northwest line of said 80 foot driveway 453 varas with driveway line to stake for corner. Thence N. 20° E. 108 varas to corner in fence. Thence with said fence line thus: N. 13° W. 162 varas; N. 28° W. 63½ varas to a corner in the northwest line of The West Texas Encampment ground. Thence S. 45° W. 1560 varas to a corner in said highway line. Thence with highway line S. 60° 26' E. 169 varas, to the place of beginning. Both tracts embracing 80½ acres of land. To have and to hold the above described premises

together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Karl Mosty and Betty Mosty, their heirs and assigns forever. This conveyance is made subject to the following covenants running with the land herein and hereby conveyed:

a). No part of the land herein and hereby conveyed shall ever be sold, leased, or rented to persons of negro blood as defined by the laws of the State of Texas, nor occupied by them except as servants.

b). No part of the land herein and hereby conveyed shall be used for the purpose of the sale of any alcoholic liquors or beverages containing in excess of one half of one per cent of alcohol.

c). No sanatorium, boarding house, or resting place for the treatment of tuberculosis, or infectious or contagious disease shall ever be erected or maintained on the lands herein and hereby conveyed; violation of either or all of which covenants shall operate so that the land upon which same have been violated shall revert back to grantor, its successors and assigns.

This conveyance is made subject to the easements for power line originally granted to the TP&L Co. (now owned by the Lower Colorado River Authority) according to their tenor and effect. Subject to the aforesaid power easements, the said The West Texas Encampment Association does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said Karl Mosty and Betty Mosty, their heirs and assigns against every person whomsoever lawfully claiming or to claim any part thereof.

The vendor's lien is retained against the above described premises for security and until the full and final payment of the above described note, when and whereupon this deed shall become absolute. In witness whereof, The West Texas Encampment Association aforesaid, has caused these presents to be signed by L. U. Spellman, its president, and attested by David T. Peel, its secretary, thereunto authorized by a resolution passed in the regular annual session of its Board of Trustees of October 17, 1939, a certified copy of which is hereto attached and made a part of this conveyance, and its common seal to be herewith affixed, this the 29th day of December, A. D. 1939.

(CORPORATE SEAL)

THE WEST TEXAS ENCAMPMENT ASSOCIATION

ATTEST: David T. Peel, Secretary of The West Texas Encampment Association.

by: L. U. Spellmann, President of The West Texas Encampment Association.

(Revenue Stamps \$4.50 cancelled)
(L. U. S. - - - - 2/15/40)

(State Note Stamps \$2.50 paid)

THE STATE OF TEXAS

THE COUNTY OF TOM GREEN

} Before me, a notary public for Tom Green County, Texas, on this day personally appeared L. U. Spellman, President of The West Texas Encampment Association,

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The West Texas Encampment Association, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 25th day of January, A. D. 1940.

(SEAL)

R. C. Ramsay

a Notary Public in and for Tom Green County, Texas.

RESOLUTION passed at the regular Annual Session of the Board of Trustees of the West Texas Encampment Association at Travis Park Methodist Church San Antonio, Texas, October 17, 1939. Members present, Spellman, Batchelor, Hartzfield, Boone, Childers, Mills and Peel. A quorum being present a motion was made by Batchelor and seconded by Mills and adopted unanimously:- Be it resolved, that with the consent of Mrs. M. E. Moore, the executive officers of the Board of Trustees of the West Texas Encampment Association be hereby authorized to sell seventy five acres of the Assembly Grounds, consisting of that part of the farm just North of Highway No. 27, (leaving an eighty feet roadway where the present road is) be sold at a minimum sale price for such seventy-five acres of \$4,000.00. It being understood that no part of this tract between the highway and the river shall be sold. It is also understood and shall be agreed to with the purchaser of said tract, that no beer or any other intoxicating beverages shall ever be sold on said premises. The minutes of this meeting are signed by Rev. L. U. Spellman as President and David T. Peel as secretary.

(CORPORATE SEAL)

L. U. Spellmann, President.

David T. Peel, Secretary.

Resolution passed at a called meeting of the Board of Trustees of the West Texas Encampment Association at Travis Park Methodist Church San Antonio, Texas, November 13, 1939. Members present, Spellman, Batchelor, Lipps, Beschner, Childers, Mills and Peel and Brandenberger. A quorum being present, on motion of Childers the following resolution was duly seconded and adopted by unanimous vote. Whereas, at a former meeting of this Board, its officers were authorized to negotiate a sale of a minimum of seventy five acres of the land adjacent to the highway 27 at a minimum of \$4,000.00 cash; and Whereas Karl Mosty and Bettie Mosty, his wife, have through a real estate dealer (The West Texas Encampment Association to pay the accustomed commission on the sale) offered Fifty Three and one third dollars per acre for eighty and one-half acres; and Whereas it appears that the said 80½ acres can be sold without doing injury to the Encampment estate; therefore Be it resolved that said offer of Karl Mosty and Bettie Mosty be, and it is hereby accepted; and that the officers of the Corporation be and they are hereby authorized to execute and deliver to the said Karl and Betty Mosty a deed of conveyance to said property, upon the payment of said purchase price--said deed to contain all restrictions and reservations necessary to protect the Association from injury or damage by reason of the sale and use of said land.

Signed,

(CORPORATE SEAL)

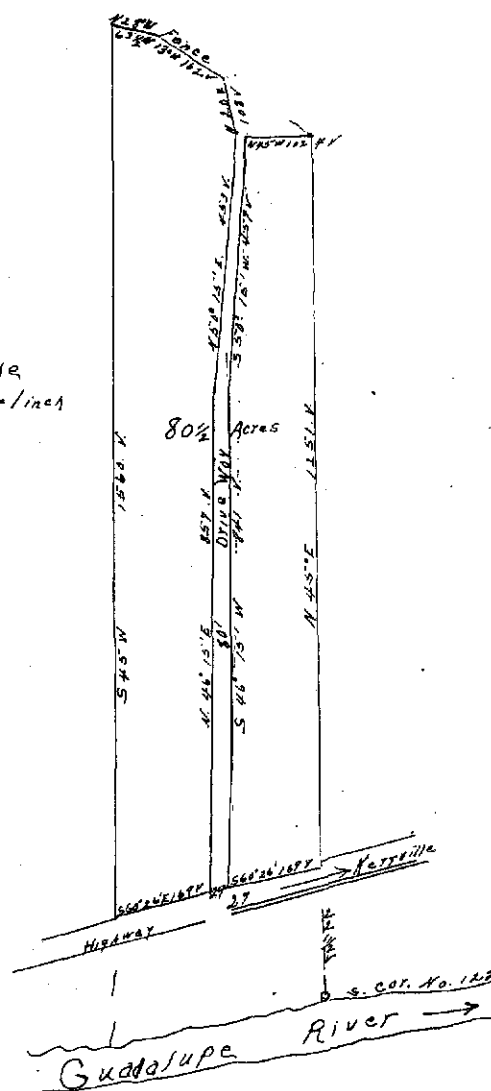
L. U. Spellmann

President.

David T. Peel

Secretary.

PLAT OF 80 1/2 ACRES
METHODIST ENCAMPMENT
KERR COUNTY TEXAS
by A. L. Starkey, Surveyor
11/2/39



Filed for record Feb. 15, 1940 at 10:30 o'clock A. M.

Recorded February 16th, 1940 at 4:00 o'clock P. M.

TRANSFER V/L

THE STATE OF TEXAS)

THE COUNTY OF KERR)

Know all men by these presents, that The West Texas Encampment Association, a corporation, duly created and doing business under the laws of the State of Texas, for and in consideration of the sum of Two Thousand Seven Hundred (\$2700.00) Dollars to it in hand paid by The Charles Schreiner Bank of the City of Kerrville, County of Kerr, State of Texas, has granted, transferred and assigned and do by these presents grant, transfer and assign unto the said The Charles Schreiner Bank of Kerrville, Texas:

1. One certain promissory note for the principal sum of Two Thousand Seven Hundred (\$2700.00) Dollars, signed and delivered to The West Texas Encampment Association by Karl Mosty and Betty Mosty on its date, to wit; December 29, 1939, and payable to the said The West Texas Encampment Association at Kerrville, Kerr County, Texas in monthly installments of Twenty-five (\$25.00) Dollars each; such installments commencing on February 1st, 1940 and the other installments due and payable regularly on the first day of each succeeding month thereafter until said note, both principal and interest, have been fully paid; said note providing for

SECOND TRACT: 909.14 acres of land, out of Surveys Nos. 1472, Minna Wilson; 1473, H. E. & W. T. Ry. Co.; 1474, H. E. & W. T. Ry. Co.; 1120, F. H. Moore, and 684, G. H. Behrmann; and said deed was dated July 29, 1948, but is purported to have been acknowledged on June 29, 1948; the above date of June 29, 1948, which is shown as the date of such acknowledgment was a typographical error and the instrument was properly acknowledged on July 29, 1948.

/s/ Ethel H. Baker Starkey
/t/ Ethel H. Baker Starkey

Seal

B. Ashby
Notary Public in and for
Kerr County, Texas

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ethel H. Baker Starkny, 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.

Seal

B. Ashby
Notary Public in and for
Kerr County, Texas

By Wm. Ellen Smith Deputy

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, KARL MOSTY and wife, BETTY MOSTY, of the County of Kerr, State of Texas, for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars, and other good and valuable consideration to us in hand paid by DAN H. JOHNSON, receipt of which is hereby acknowledged, and for which no lien, either express or implied, is retained or shall exist, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said DAN H. JOHNSON, of the County of Kerr, State of Texas, the following described real property, to-wit:

TRACT NO. 1: 5.61 acres of land, more or less, out of Survey No. 122, P. R. Oliver, situated in Kerr County, Texas, and described by metes and bounds as follows:

BEGINNING at an iron pin in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of of Survey No. 121, John C. Sheffield, said iron pin marking the east corner of that certain 2.0 acre tract of land described in a deed of conveyance to St. Paul's Methodist Church of Kerrville, Texas, said deed recorded in Volume 113 at page 393 of the Deed Records of Kerr County, Texas. THENCE N. 45° W. 425.2 feet with the Northeast line of said 2.0 acre tract

to a point in the Southeast line of an 80 foot roadway known as the Methodist Encampment Road to the North corner of the above mentioned 2.0 acre tract for the West corner of the herein described tract. THENCE N. 46° 15' E. 583.7 feet with the Southeast line of said Methodist Encampment Road to its intersection with the Southwest line of Lois Street, said point being the West corner of a tract of land described in Volume 4 at page 25 of the Easement Records of Kerr County, Texas, for the North corner of the herein described tract; THENCE S. 45° E. 412.5 feet with the said Southwest line of Lois Street to a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield, for the East corner of the herein described tract, said point being S. 45° W 50 feet from the West corner of Lot 9, Block 1, of the Starkey Manor Subdivision; THENCE S. 45° W. 583.5 feet with the said Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield to the place of beginning, containing 5.61 acres of land, more or less.

TRACT NO. 11: 14.20 acres of land, more or less, out of Survey No. 122, P. R. Oliver, situated in Kerr County, Texas, and described by metes and bounds as follows;

BEGINNING at a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield, said point being the West corner of Lot No. 9, Block No. 1, of the Starkey Manor Subdivision, and also being N. 45° E. 50 feet from the East corner of the above described TRACT NO. 1, and being also the East corner of that tract of land conveyed to the City of Kerrville, Texas, and described in a deed of record in the Easement Records of Kerr County, Texas, in Volume 4 at page 25.

THENCE N. 45° W. 411.4 feet with the Northeast line of Lois Street to a point in the Southeast line of an 80 foot roadway known as the Methodist Encampment Road, for the West corner of the herein described tract; THENCE N. 46° 15' E. 452.3 feet along and with the said Southeast line of the Methodist Encampment Road to a point for corner at angle in fence line; THENCE N. 50° 15' E. 1270.9 feet with the said Southeast line of the Methodist Encampment Road to a 12' L. O. tree at the West corner of a certain 1.33 acre tract of land described in a deed of record in Volume 90 at page 631 of the Deed Records of Kerr County, Texas, for the North corner of the herein described tract; THENCE S. 45° E. 285.4 feet with the Southwest line of said 1.33 acre tract to a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield for the East corner of the herein described tract, said point being in the Northwest line of Starkey Manor Subdivision; THENCE S. 45° W. 1717.8 feet with the Southeast line of Sur. No. 122, P. R. Oliver, and the Northwest line of Sur. No. 121, John C. Sheffield, same being the Northwest line of Starkey Manor Subdivision, to the place of beginning, containing 14.20 acres of land, more or less.

The above two tracts of land are a part of and out of that certain tract of land conveyed to Karl Mosty and wife, Betty Mosty by Deed of Record in Volume 65 at page 522 of the Deed Records of Kerr County, Texas.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS, TO-WIT:

1. The property hereinabove described shall never have any building erected thereon as a residence containing less than 1500 square feet of living area.
2. All dwellings and other buildings constructed on any portion of the land hereinabove described shall be of at least 75% masonry construction.
3. This conveyance is subject to the restrictive covenants contained in the deed from West Texas Encampment Association to Karl Mosty, et ux dated December 29, 1939 and recorded in Vol. 65 at page 522, Deed Records of Kerr County, Texas, to which reference is here made for all material purposes.

WARRANTY DEED

477

VOL 127 PAGE 559

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

That we, DAN H. JOHNSON, of the County of Kerr, State of Texas, and DELL BRYAN, of the County of Harris, State of Texas, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), and other good and valuable consideration, to us in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, and for which no lien, either express or implied, is retained or shall exist, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto K-ANN, INC., a Texas corporation, of the County of Kerr, State of Texas, all of the following described real property in Kerr County, Texas, to-wit:

TRACT NO. 1

5.61 acres of land, more or less, out of Survey No. 122, P. R. Oliver, situated in Kerr County, Texas, and described by metes and bounds as follows:

BEGINNING at an iron pin in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield, said iron pin marking the East corner of that certain 2.0 acre tract of land described in a deed of conveyance to St. Paul's Methodist Church of Kerrville, Texas, said deed recorded in Volume 113 at Page 393 of the Deed Records of Kerr County, Texas;

THENCE N. 45° W. 425.2 feet with the Northeast line of said 2.0 acre tract to a point in the Southeast line of an 80 foot roadway known as the Methodist Encampment Road to the North corner of the above mentioned 2.0 acre tract for the West corner of the herein described tract;

THENCE N. 46° 15' E. 583.7 feet with the Southeast line of said Methodist Encampment Road to its intersection with the Southwest line of Lois Street, said point being the West corner of a tract of land described in Volume 4 at page 25 of the Easement Records of Kerr County, Texas, for the North corner of the herein described tract;

THENCE S. 45° E. 412.5 feet with the said Southwest line of Lois Street to a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield, for the East corner of the herein described tract, said point being S. 45° W. 50 feet from the West corner of Lot 9, Block 1, of the Starkey Manor Subdivision;

THENCE S. 45° W. 583.5 feet with the said Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield to the place of beginning, containing 5.61 acres of land, more or less.

TRACT NO. II:

14.20 acres of land, more or less, out of Survey No. 122, P. R. Oliver, situated in Kerr County, Texas, and described by metes and bounds as follows:

BEGINNING at a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield, said point being the West corner of Lot No. 9, Block No. 1, of the Starkey Manor Subdivision, and also being N. 45° E. 50 feet from the East corner of the above described TRACT NO. I, and being also the East corner of that tract of land conveyed to the City of Kerrville, Texas, and described in a deed of record in the Easement Records of Kerr County, Texas, in Volume 4 at page 25;

THENCE N. 45° W. 411.4 feet with the Northeast line of Lola Street to a point in the Southeast line of an 80 foot roadway known as the Methodist Encampment Road, for the West corner of the herein described tract;

THENCE N. 46° 15' E. 452.3 feet along and with the said Southeast line of the Methodist Encampment Road to a point for corner at angle in fence line;

THENCE N. 50° 15' E. 1270.9 feet with the said Southeast line of the Methodist Encampment Road to a 12' L. O. tree at the West corner of a certain 1.33 acre tract of land described in a deed of record in Volume 90 at page 631 of the Deed Records of Kerr County, Texas, for the North corner of the herein described tract;

THENCE S. 45° E. 285.4 feet with the Southwest line of said 1.33 acre tract to a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield for the East corner of the herein described tract, said point being in the Northwest line of Starkey Manor Subdivision;

THENCE S. 45° W. 1717.8 feet with the Southeast line of Sur. No. 122, P. R. Oliver, and the Northwest line of Sur. No. 121, John C. Sheffield, same being the Northwest line of Starkey Manor Subdivision, to the place of beginning, containing 14.20 acres of land, more or less.

The above two tracts of land being the same and identical property conveyed to Dan H. Johnson by deed from Karl Mosty and wife, Betty Mosty, recorded in Volume 119, page 31, of the Deed Records of Kerr County, Texas, and also described in deed conveying one-half interest from Dan H. Johnson to Dell Bryan recorded in Volume 120, page 52, of the Deed Records of Kerr County, Texas, to which instruments and their record reference is here made for all purposes.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS, TO-WIT:

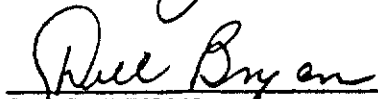
1. The property hereinabove described shall never have any building erected thereon as a residence containing less than 1500 square feet of living area.
2. All dwellings and other buildings constructed on any portion of the land hereinabove described shall be of at least 75% masonry construction.
3. This conveyance is subject to the restrictive covenants contained in the deed from West Texas Encampment Association to Karl Mosty, et ux, dated December 29, 1939, and recorded in Volume 65 at page 522, Deed Records of Kerr County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its successors and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Grantors, Dan H. Johnson and Dell Bryan, are not joined herein by their wives by the reason of the fact that the hereinabove described real estate forms no part of any homestead, either business or residential, by them used, claimed or occupied.

EXECUTED this the 24th day of February, A. D. 1967.


DAN H. JOHNSON


DELL BRYAN

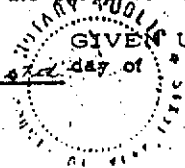
THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

DAN H. JOHNSON

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 February, A. D. 1967.



Faye C. Harris
Notary Public in and for
Kerr County, Texas
FAYE C. HARRIS
Notary Public
Kerr County, Texas

My commission expires June 1, 1967.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

DELL BRYAN

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 24th day of February, A. D. 1967.



Doris Williams
Notary Public in and for
Harris County, Texas

FILED FOR RECORD

My commission expires June 1, 1967.

at 2:52 o'clock A.M.,

MAR 14 1967

Emmie M. Muenker
Clerk County Court, Kerr County, Texas

By Estate Mitt Deputy

- 4 -

Recorded March 16, 1967
EMMIE M. MUENKER, County Clerk

By Mary Ellen Smith Deputy

RESTRICTIONS
COLONIAL MANOR SUBDIVISION

2243 KERR COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF KERR § KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, K-ANN, INC., a Texas Corporation, of the County of Kerr, State of Texas, hereinafter referred to and identified as "Owner", is the owner of the tracts of land in Kerr County, Texas, said tracts of land comprising all of the land which has been subdivided as Colonial Manor Subdivision to the City of Kerrville, Kerr County, Texas, a plat of which subdivision having been heretofore filed in Volume 3, page 18 of the Plat Records of Kerr County, Texas; and,

WHEREAS, it is deemed to be to the best interests of the above described Owner and of the persons who may purchase lots described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered as a restricted and modern subdivision; and,

WHEREAS, it is desirable that such restrictions applying to Colonial Manor Subdivision be put of record and include all of the tracts of land in said subdivision,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Owner does 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 Owner and all persons acquiring title under it until January 1, 2007, 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 Owner, or any of its respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be

lawful for any other person or persons 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.

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, apartment houses, 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. Owner may maintain and operate a sales office on any lot in said subdivision in connection with the development of the subdivision.

2. Signs: No sign of any kind shall be displayed, erected, or maintained on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale, or signs used by Owner in connection with the development of Colonial Manor Subdivision.

3. Animals: No animals, livestock, or poultry of any kind shall be bred, raised, or kept on any lot, except 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.

4. 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.

5. 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.

6. 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.

7. Septic Tanks and Water Supply: No outside toilets or septic tanks will be permitted; and no private water wells or water supply will be permitted.

8. 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.

9. Maintenance of Lots: No owner of any lot, either vacant or improved shall be permitted to let such lot go unmaintained, and no woods or grass shall be permitted upon any lot in excess of twelve (12) inches in height.

10. Easements: The use of easements as shown on the recorded plat is granted to the public and to the utility companies as set forth on said plat for the purposes of drainage, sanitary and storm sewer lines, the location of gas, water, electrical and telephone lines and conduits, and the maintenance thereof. 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 authority or utility company is responsible.

11. 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 placed 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.

12. Garbage Cans: No garbage can or refuse containers shall be placed or permitted to remain at the front of a dwelling either within the street or upon the lot except upon those days scheduled for garbage and refuse collection by a public agency or a privately contracted collector.

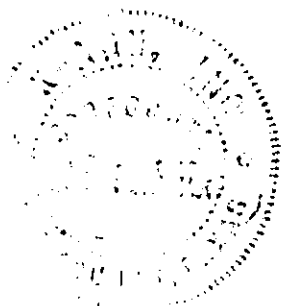
13. Dumping: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. 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. No outbuilding shall be constructed nearer than 100 feet from such street. Nothing in these restrictions shall be construed to prohibit the installation of one or more swimming pools with pertinent and necessary equipment and buildings except that the same shall not be constructed nearer than 100 feet from such street.

15. Exterior Material: All dwellings in this subdivision must have not less than seventy-five per cent (75%) of the area of their exterior walls covered with brick, masonry (masonry is not to be construed as including unpainted concrete blocks or common clay tiles), Austin Stone, or similar material, except where the use of wood or glass will produce an equal or better appearance, which variation shall be at the discretion of the Owner. No asbestos shingle siding shall be permitted as an exterior siding on any dwelling.

16. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand five hundred (1500) square feet.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed, and its corporate seal affixed, this 12th day of October, A.D. 1967.



K-ANN, INC.

By Margaret Johnson
Margaret Johnson
President

ATTEST:

Homer S. Hill
Homer S. Hill, Secretary

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Margaret Johnson, President, 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 and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on this the 12th day of October, A.D. 1967.

FILED FOR RECORD

at 10:40 o'clock A.M.,

OCT 24 1967

Emmie M. Muenker
Clark County Court, Kerr County, Texas

By Estelle Witt, Deputy

Arnold Bastian
Notary Public in and for
Kerr County, Texas

NOTARY
KERR COUNTY, TEXAS

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Recorded October 26, 1967
EMMIE M. MUENKER, County Clerk

By Mary Ellen Smith Deputy

RELEASE OF REVERSIONARY RIGHTS

THE STATE OF TEXAS § 10

COUNTY OF KERR §

WHEREAS, on the 29th day of December, A.D. 1939, the West Texas Encampment Association, a Texas Corporation, did sell and convey unto Karl Mosty, et ux, a certain tract or parcel of land more fully described in a deed recorded in Volume 65, page 522, of the Deed Records of Kerr County, Texas, to which reference is here made, and in which said deed there were certain restrictions and, also, a forfeiture and reversionary right to enforce such restrictions, such reversionary right running in favor of the West Texas Encampment Association and its successors and assigns; and,

WHEREAS, such restrictions and reversionary rights applied to the hereinafter described property located in Kerr County, Texas, and the present owner thereof, K-Ann, Inc., a Texas corporation, has applied to the undersigned for a release of such reversionary rights;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that The West Texas Encampment Association, a Texas corporation, acting by and through its duly authorized officers, the owner and holder of all such reversionary rights, in consideration of the premises and the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid, the receipt of which is hereby acknowledged, has this day RELEASED, and by these presents does RELEASE and forever QUITCLAIM all reversionary rights set forth above and all right, title or interest which it may have by virtue thereof in and to the following described real estate, to-wit:

TRACT NO. I

5.61 acres of land, more or less, out of Survey No. 122, P. R. Oliver, situated in Kerr County, Texas, and described by metes and bounds as follows:

BEGINNING at an iron pin in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield, said iron pin marking the East corner of that certain 2.0 acre tract of land described in a deed of conveyance to St. Paul's Methodist Church of Kerrville, Texas, said deed recorded in Volume 113 at Page 393 of the Deed Records of Kerr County, Texas;

THENCE N. 45° W. 425.2 feet with the Northeast line of said 2.0 acre tract to a point in the Southeast line of an 80 foot roadway known as the Methodist Encampment Road to the North corner of the above mentioned 2.0 acre tract for the West corner of the herein described tract;

THENCE N. 46° 15' E. 583.7 feet with the Southeast line of said Methodist Encampment Road to its intersection with the Southwest line of Lois Street, said point being the West corner of a tract of land described in Volume 4 at page 25 of the Easement Records of Kerr County, Texas, for the North corner of the herein described tract;

THENCE S. 45° E. 412.5 feet with the said Southwest line of Lois Street to a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield, for the East corner of the herein described tract, said point being S. 45° W. 50 feet from the West corner of Lot 9, Block 1, of the Starkey Manor Subdivision;

THENCE S. 45° W. 583.5 feet with the said Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield to the place of beginning, containing 5.61 acres of land, more or less.

TRACT NO. II:

14.20 acres of land, more or less, out of Survey No. 122, P. R. Oliver, situated in Kerr County, Texas, and described by metes and bounds as follows:

BEGINNING at a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield, said point being the West corner of Lot No. 9, Block No. 1, of the Starkey Manor Subdivision, and also being N. 45° E. 50 feet from the East corner of the above described TRACT NO. I, and being also the East corner of that tract of land conveyed to the City of Kerrville, Texas, and described in a deed of record in the Easement Records of Kerr County, Texas, in Volume 4 at page 25;

THENCE N. 45° W. 411.4 feet with the Northeast line of Lois Street to a point in the Southeast line of an 80 foot roadway known as the Methodist Encampment Road, for the West corner of the herein described tract;

THENCE N. 46° 15' E. 452.3 feet along and with the said Southeast line of the Methodist Encampment Road to a point for corner at angle in fence line;

THENCE N. 50° 15' E. 1270.9 feet with the said Southeast line of the Methodist Encampment Road to a 12' L. O. tree at the West corner of a certain 1.33 acre tract of land described in a deed of record in Volume 90 at page 631 of the Deed Records of Kerr County, Texas, for the North corner of the herein described tract;

THENCE S. 45° E. 285.4 feet with the Southwest line of said 1.33 acre tract to a point in the Southeast line of Survey No. 122, P. R. Oliver and the Northwest line of Survey No. 121, John C. Sheffield for the East corner of the herein described tract, said point being in the Northwest line of Starkey Manor Subdivision;

THENCE S. 45° W. 1717.8 feet with the Southeast line of Sur. No. 122, P. R. Oliver, and the Northwest line of Sur. No. 121, John C. Sheffield, same being the Northwest line of Starkey Manor Subdivision, to the place of beginning, containing 14.20 acres of land, more or less.

The above two tracts of land being the same and identical property conveyed to Dan H. Johnson by deed from Karl Mosty and wife, Betty Mosty, recorded in Volume 119, page 31, of the Deed Records of Kerr County, Texas, and also described in deed conveying one-half interest from Dan H. Johnson to Dell Bryan recorded in Volume 120, page 52, of the Deed Records of Kerr County, Texas, to which instruments and their record reference is here made for all purposes.

The above two tracts of land being the same and identical property conveyed to K-Ann, Inc. by deed dated February 24, 1967, from Dan H. Johnson and Dell Bryan recorded in Volume 127, page 559, of the Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

IN WITNESS WHEREOF the said corporation has caused these presents to be signed by its president, and its common seal to be hereunto affixed, this the 12th day of December, A.D. 1967.

The West Texas Encampment Association

C. Reginald Hardy
C. Reginald Hardy, President

ATTEST:

Leroy Russell
Secretary

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared C. Reginald Hardy, president of The West Texas Encampment Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said West Texas Encampment Association, a corporation, that he was duly authorized to perform the same and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the 12th day of December, A.D., 1967.



Arnell Bastian
Notary Public in and for
Kerr County, Texas

FILED FOR RECORD

4:05 o'clock P.M.

ARNELL BASTIAN
NOTARY PUBLIC
KERR COUNTY, TEXAS

JAN 2 1968

Emmie M. Muenker
County Clerk, Kerr County, Texas

Geraldine Meeker Deputy

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Filed for record January 2, 1968 at 4:05 o'clock P. M.

Recorded January 3, 1968

EMMIE M. MUENKER, County Clerk

By Wynell Smith Deputy