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THENCE with the South right of way line of Lakeway Drive, S.68°21'E. 419.9 feet to an iron stake where the South right of way line of Lakeway Drive intersects the West line of Rancho Road;

THENCE with the West line of 60 foot wide Rancho Road, S.1°39'W. 273.8 feet and S.15°47'W. 220.7 feet to a point in the center of Camp Meeting Creek, the North line of that 29.14 acre tract which was conveyed from Joe Goldman and wife, Floy M. Goldman to Lavern D. Harris, Trustee, by two deeds, dated March 16, 1978, of record in Volume 207 at Page 751 and Page 756 of the Deed Records of Kerr County, Texas;

THENCE with the North line of said 29.14 acre tract, the approximate center of said Camp Meeting Creek, N.37°47'W. 50.8 feet, an "X" on dam, N.45°03'W. 351.8 feet and N.70°47'W. 170.1 feet to the SE corner of Tract No. 27 of Glen Oaks No. One;

THENCE with the East line of said Tract No. 27, N.14°07'E. 244.7 feet to an iron stake in approximate NW line of said Survey No. 146;

THENCE continuing with the SE line of said Tract No. 27, N.44°48'E. 83.18 feet to the place of beginning.

Surveyed on the ground and field notes written by Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and, Charles B. Domingues, Registered Public Surveyor No. 1713, June 29, 1979.

SAVE AND EXCEPT from the land hereinabove described the undivided one-half (1/2) non-participating royalty interest reserved by V. P. Tippett and Ergeal B. Tippett in the oil, gas and other minerals of the land above described, and being the interest in the customary one-eighth (1/8th) royalty provided in oil, gas and other mineral leases, but with no interest in the bonus or any rentals paid under such leases being reserved, and the right to execute oil, gas or other mineral leases being conveyed by V. P. Tippett and Ergeal B. Tippett to their grantees, their heirs and assigns, which said rights are hereby conveyed by Grantor herein to Grantees in this instrument, said undivided one-half (1/2) non-participating royalty interest being more fully described in that certain Correction Deed dated May 9, 1962, from V. P. Tippett and wife, Ergeal B. Tippett, to Herman A. Swan, et al, recorded in Volume 124, Page 100, Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

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This conveyance is made and accepted subject to all of the applicable Glen Oaks restrictions, covenants and conditions, a copy of which is attached hereto marked Exhibit A, incorporated herein and made a part hereof by reference for all purposes, and the same shall be binding upon the Grantees, their heirs and assigns and all persons claiming under said Grantees.

Further, this conveyance is made and accepted subject to any and all utility easements and rights-of-way, if any, affecting the hereinabove described property that are valid, existing and properly of record and/or on the ground.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named Grantees, their heirs and assigns forever; and Grantor herein hereby binds itself, its successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the above named Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its attorney in fact, this the 2 day of July, A.D. 1979

ENERGY/LAND, INC.

Filed 5 Day of July A. D. 1979 at
EMMIE M. MUENKER 9:15 A.M.
Clerk County Court, Kerr County, Texas
By Jamie Wofford Deputy

BY Gordon H. Monroe
GORDON H. MONROE
Its Attorney in Fact

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THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Gordon H. Monroe, known to me to be the person whose name is subscribed to the foregoing instrument as attorney in fact of Energy/Land, Inc., the party thereto, and acknowledged to me that he executed the same in the capacity therein stated as attorney in fact for the said Energy/Land, Inc., and that the said Energy/Land, Inc., executed the same by and through him, as the act of such corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2 day of July, A.D. 1979

Beth Lemeilleur
Notary Public in and for
Kerr County, Texas

My commission expires 3-8-80

BETH LEMEILLEUR
Notary Public
~~Kerr County, Texas~~
(Stamped or printed name of notary)



GLEN OAKS NO. 3, NO. 4, NO. 5
KERR COUNTY, TEXAS

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R E S T R I C T I O N S

In order to carry out a general plan of development of Glen Oaks No. 3, No. 4, and No. 5 and in order to promote the construction of desirable residences, insure harmony in the character of such buildings in connection therewith, maintain the suitability of Glen Oaks No. 3, No. 4, and No. 5 for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every owner or purchaser of a part of the land therein, and to enhance the value of the said land located in Glen Oaks No. 3, No. 4, and No. 5, this deed is subject to the covenants hereby made by Grantees, and made and accepted subject to the restrictions and conditions upon the premises herein conveyed as follows, to-wit:

FIRST. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in Glen Oaks No. 3, No. 4, and No. 5 it is agreed to change said covenants in whole or in part.

SECOND. That the above described property herein conveyed shall be used for residential purposes only; said property shall not be used for business purposes of any character nor have any commercial or manufacturing purpose.

THIRD. Prior to the construction or erection of any residential building and all out-buildings in connection therewith, including sewer, the plans of construction shall be approved by the GLEN OAKS No. 3, No. 4, and No. 5 BUILDING BOARD.

FOURTH. Not more than one primary residence shall be constructed on the land hereinabove described and herein conveyed, and no such residence shall be constructed thereon which contains less than 1,200 square feet of living area nor which is less than fifty per cent (50%) masonry construction unless it first has been approved by said BUILDING BOARD. The minimum depth of building setback lines from the ranch road fronting the tracts in Glen Oaks shall be not less than fifty (50) feet and not less than six (6) feet from side tract lines. There can be no variations from this Fourth paragraph unless permission is granted in writing by the said GLEN OAKS No. 3, No. 4, and No. 5 BUILDING BOARD prior to any such construction. Nothing herein shall prohibit said BUILDING BOARD from subdividing and resubdividing any platted lot, or tract, or part, or parcel, of land located Glen Oaks No. 3, No. 4, and No. 5 and from permitting the construction of a residence on any such resubdivided tract, or part or parts of a tract of land.

FIFTH. No tent or shack shall be placed, erected or permitted to remain on the above described property, nor shall any trailer or any structure of a temporary character be used as a residence thereon.

SIXTH. No structure shall be moved onto the above described property unless it shall conform to and be in harmony with the existing structures on other tracts or parcels of land in said Glen Oaks No. 3, No. 4, and No. 5, and unless it first has been approved by said BUILDING BOARD.

SEVENTH. No swine shall ever be permitted to be placed or kept in Glen Oaks No. 3, No. 4, and No. 5.

EIGHTH. No abandonment of a truck, trailer, bus or any vehicle or object will be allowed on this property unless it is not visible from the public road.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Purchaser herein, as well as his heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by said BUILDING BOARD or any person who shall own any part of the land located in Glen Oaks No. 3, No. 4, and No. 5.

EXHIBIT "A"

793801

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ENERGY/LAND, INC
TO
WILLIAM D. STEVENS, ET UX

Restrictions Attached
WARRANTY DEED *

Filed 5 Day of July A. D. 19 79 at
EMMIE M. MUENKER 9:15 A.M.
Clerk County Court, Kerr County, TEXAS
By Jane Wayrum Deputy

Returned to:

LAVERN D. HARRIS & ASSOCIATES
A PROFESSIONAL CORPORATION
LAWYERS BUILDING
631 WATER STREET
KERRVILLE, TEXAS 78028

Filed by:
KERR COUNTY ABSTRACT CO., INC. ✓

Filed for record July 5, 1979 at 9:15 o'clock A.M.
Recorded July 10, 1979
EMMIE M. MUENKER, Clerk By Betty J. Sevey Deputy