

Item: **HAZY HILLS SUBDIVISION**

(Category: RESTRICTIONS)

Volume 64, Page 544, Deed Records of Kerr County, Texas; Volume 3, Page 10, Plat Records of Kerr County, Texas; Volume 120, Page 97, 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 July 20, 1939, recorded in Volume 64, Page 544, Deed Records, Kerr County, Texas.

Item: **HAZY HILLS SUBDIVISION**

(Category: Subdivisions)

- a. Right Of Way dated November 19, 1927 to Texas Power & Light Company, recorded in Volume 48, Page 189, Deed Records of Kerr County, Texas.
- b. Easement and Right Of Way dated July 26, 1938 to Texas Power & Light Company, recorded in Volume 61, Page 76, Deed Records of Kerr County, Texas.
- c. Easements and Building Set Back Lines as per the Plat recorded in Volume 3, Page 10, Plat Records of Kerr County, Texas.
- d. Building Set Back Lines as per the Restrictions recorded in Volume 120, Page 97, Deed Records of Kerr County, Texas.
- e. Easement dated September 26, 1966 to Kerrville Telephone Company, recorded in Volume 4, Page 344, Easement Records of Kerr County, Texas. (AFFECTS LOTS 7,8,10,12,13,14,15,16,17 & 19, BLK. 3 ONLY)
- f. Right Of Way and Easement dated October 25, 1966 to Kerrville Telephone Company, recorded in Volume 4, Page 393, Easement Records of Kerr County, Texas. (AFFECTS LOTS 2-5, 7, 9, 12 & 13, BLK. 2 ONLY)
- g. Easement dated November 7, 1966 to L.C.R.A., recorded in Volume 4, Page 399, Easement Records of Kerr County, Texas. (AFFECTS LOTS 4-11, BLK. 2; LOTS 5, 6, 8, 10, 11, 13-15, & 17, BLK.3 ONLY)
- h. Any visible and/or apparent roadways or easements over or across the subject property.
- i. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

right to re-locate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances. TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned. And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hand this 21st day of June, 1939.

Sealed and delivered in the presence of:

E. M. Schiwetz

Guy McKee

Ruby L. Schiwetz

THE STATE OF TEXAS )  
COUNTY OF KERR )

BEFORE ME, M. S. Collier, a Notary Public in and for Kerr County, Texas,

on this day personally appeared E. M. Schiwetz 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 21st day of June, A. D. 1939.

(SEAL)

M. S. Collier

Notary Public, Kerr County, Texas.

THE STATE OF TEXAS )  
COUNTY OF KERR )

BEFORE ME, M. S. Collier, a Notary Public in and for Kerr County,

Texas, on this day personally appeared Ruby L. Schiwetz wife of E. M. Schiwetz, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruby L. Schiwetz, acknowledged such instrument to be her act and deed, and 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 21st day of June, A. D. 1939.

(SEAL)

M. S. Collier

Notary Public, Kerr County, Texas.

Filed for record July 22, 1939 at 3 o'clock P. M.

Recorded July 26, 1939 at 2:30 o'clock P. M.

64/544

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WARRANTY DEED WITH V/L

THE STATE OF TEXAS )  
COUNTY OF KERR )

KNOW ALL MEN BY THESE PRESENTS: That we, G. C. McCoy and wife, Ethel

Ellis McCoy, of the County of Kerr, State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, to us paid, and secured to be paid, by Jennings Monk, the receipt of which is hereby acknowledged, and One Vendor's Lien note in the principal sum of \$1650.00 of even date herewith, executed by Jennings Monk and wife Ruby Monk, and payable to G. C. McCoy at Kerrville, Texas, with interest at the rate of 6% per annum, due and payable in monthly installments of \$20.00 per month, each, or more, including interest, the first installment being due and payable on the 20th day of August, 1938, and a like installment being due and payable on the 20th day of each and every succeeding month thereafter until the whole principal sum of \$1650.00, including interest, has been fully paid, the interest being deductible from the installment paid, and the remainder applied to the reduction of the principal. Said note carrying the usual 10% attorney's fee clause and being additionally

secured by Deed of Trust of even date herewith. And the further consideration of the following restrictions: No dwelling house shall be erected on said property which shall cost less than one thousand five hundred dollars (\$1,500.00) to build, exclusive of all out buildings. Such residence shall be connected to cesspool, septic tank, or sewer and have complete plumbing. No part of the property described above shall be used for business purposes, and no Sanatorium for the care or treatment of tuberculosis or any infectious or contagious disease shall be erected or maintained on the said property, and no boarding house boarding or keeping tubercular persons, or persons suffering from any infectious or contagious disease for profit, shall be erected or operated on said land. None of the said land shall be sold, leases, or rented to colored persons, nor occupied by colored persons except as servants of white persons living on the said land and then the said colored persons shall live in houses provided by the grantee on the land described hereinafter for said colored persons, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Jennings Monk of the County of Kerr, State of Texas, all that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, on the waters of Town Creek, about  $1\frac{1}{2}$  miles North of the City of Kerrville, Texas, out of the middle one third of Original Survey No. 120, in the name of Walter Fogate, and a part of the Otto Wahrmond estate having been conveyed to G. C. McCoy by deed of record in Vol. \_\_\_\_ Page \_\_\_\_, of the Deed Records of Kerr County, Texas, more particularly described as follows: BEGINNING at the North corner of said Wahrmond estate land, where the N. W. line of said middle  $\frac{1}{3}$  of Sur. No. 120 intersects the bed of Town Creek; Thence down said creek bed with its meanders about thus: S. 14 deg. 50' E. 537 varas to a corner of this tract or parcel of land; Thence N.  $80\frac{1}{2}$ ' W. 289 varas passing on bluff about 12 feet North of a large live oak tree, and passing thru a telephone pole at East edge of field, to a rock mound, for corner of this parcel; Thence S 60 deg. 30' W. 200 varas to a rock mound and stake for corner; Thence S 44 E. 227 varas to a stake and mound in N. W. line of road or driveway; Thence S 36 deg. 30' W. 94 varas passing parallel to and about  $36\frac{1}{2}$  feet from the N. W. line of that 5.8 acre parcel conveyed to H. J. Vann; Thence on parallel to said land and that of G. L. Richeson S. 47 W. 66 varas to a stake in said N. W. road line; Thence N  $30\frac{1}{2}$ ' W. 417 varas to the N. W. line of said Wahrmond estate land, in the said line of middle  $\frac{1}{3}$  of Survey No. 120. Thence N. 45 E. 690 varas with said line to the place of beginning. Containing 35 acres of land, more or less. 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 Jennings Monk, his heirs and assigns, forever. And it is expressly understood and agreed herein that should any of the conditions above mentioned, constituting a part of the consideration for this conveyance, be violated or breached by the said Jennings Monk, his heirs, assigns, or grantees, or any one else succeeding in any manner to the title, then in that event the said above described and conveyed property is to revert in grantors, G. C. McCoy and wife, Ethel Ellis McCoy, their heirs and assigns, and this deed is to become null and void, and grantors, the said G. C. McCoy and wife, Ethel Ellis McCoy, their heirs and assigns, shall then have the right to re-enter and take possession of said above described premises, as the owners thereof in fee simple and hold the same entirely free from the operation of this conveyance and grantors herein, G. C. McCoy and wife, Ethel Ellis McCoy in consideration of the foregoing do hereby bind themselves, their heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular, the said land and premises unto the said Jennings Monk, his heirs and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof. But should said property ever be subdivided and portions thereof revert to grantors by virtue of a violation of any restrictive

covenant, such reversion shall in no way affect or revert the balance of said property.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon, are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute. Witness our hands at Kerrville, Texas, this 20th day of July, A. D. 1939.

(Revenue Stamps \$3.50 cancelled)  
(G. C. M. - - - - - 7/20/39 )

G. C. McCoy

(State Stamp Tax \$1.50 paid)

Ethel Ellis McCoy

THE STATE OF TEXAS )  
COUNTY OF KERR )

Before me, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared G. C. McCoy 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 20th day of July, A. D. 1939.

(SEAL)

Frank M. Taylor

Notary Public, Kerr County, Texas.

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 Ethel Ellis McCoy, wife of G. C. McCoy, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Ethel Ellis McCoy, acknowledged to me that she had executed 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 20th day of July, A. D. 1939.

(SEAL)

Frank M. Taylor

Notary Public, Kerr County, Texas.

Filed for record July 22, 1939 at 3:30 o'clock P. M.

Recorded July 26, 1939 at 3:20 o'clock P. M.

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WARRANTY DEED

THE STATE OF TEXAS )  
COUNTY OF COMAL )

KNOW ALL MEN BY THESE PRESENTS: That we, Frank Massey and Katie Massey, husband and wife of the County of Comal and State of Texas, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations to us in hand paid by Arthur Mosel of the County of Kerr and State of Texas, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do Grant, Sell and Convey unto the said Arthur Mosel of the County of Kerr, in the State of Texas, all that certain tract or parcel of land described as follows, to-wit: All that certain tract, lot or parcel of land, out of original survey No. 129, in the name of Francisco Trevino, near the town of Ingram, Kerr County, Texas, and being Lot No. 2 in what is known as the Mosel Addition to the town of Ingram, Texas, according to the plat and plan of said Addition found recorded in Book 52 at page 646 of the Deed Records of Kerr County, Texas, and being a part of the same property conveyed to Frank Massey by Arthur Mosel on March 23rd, 1931, as shown by deed of that date found recorded in Book 53 at page 97 of the Deed Records of Kerr County, Texas, to which reference is hereby made. This lot is conveyed by Grantors to Grantee in cancellation of the balance of indebtedness yet due on that certain vendor's lien note as set out and described in deed from Arthur Mosel to Frank Massey of date March 23rd, 1931 and found recorded in Book

Seal

H. L. BONDEN  
County Clerk, Titus County, Texas  
By /s/ Lou Lee Flanagan, Deputy

THE STATE OF TEXAS I  
COUNTY OF HUTCHINSON I

I do hereby certify that the foregoing instrument was filed for record Nov. 6, A.D. 1964, at 12:54 o'clock P. M., in the DEED Records of said County, and duly recorded in Vol. 306 Page 405.

Given under my hand and seal, the day and year last above written.

Seal

JOYCE LEE HOLCOMB  
County Clerk  
Hutchinson County, Texas  
By /s/ B. C. Slater, Deputy

Filed for record January 4, 1965 at 11:55 o'clock A. M.  
Recorded January 2, 1965 at 12:00 o'clock Noon (ms)  
Volume 120 page 90  
SENIE M. HOENKER, County Clerk

By *Mary Ellen Smith* Deputy

102197

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RESTRICTIONS  
HAZY HILLS SUBDIVISION

120/97

THE STATE OF TEXAS I  
COUNTY OF KERR I

KNOW ALL MEN BY THESE PRESENTS:

THAT we, EDWIN G. BAEMEL and wife, HARLAN HOWARD BAEMEL, hereinafter called GRANTORS, being the owners of that certain 53.37 acre tract of land, more or less, being out of original Survey No. 120, Walter Fosgate, Abstract No. 138, Kerr County, Texas, a part of which has heretofore been platted into that certain Subdivision known as HAZY HILLS SUBDIVISION, according to the plat of said subdivision filed for record in the office of the County Clerk of Kerr County, Texas, on the 4th day of January, 1965, under Document File Number 1, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said HAZY HILLS SUBDIVISION, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in HAZY HILLS SUBDIVISION, and each contract or deed which may be hereafter executed with regard to any of the lots in said HAZY HILLS SUBDIVISION, shall be conclusively hold to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes, walks and roads to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in GRANTORS the following rights, titles and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of GRANTORS in the conveyance of said property or any part thereof:

1.

The several streets, drives, lanes, walks and roads as shown on said map or plat are hereby dedicated to the use of the public.

2.

GRANTORS reserve the necessary utility easements and rights-of-way as shown on the aforesaid map of HAZY HILLS SUBDIVISION, recorded in the Kerr County Map Records, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the

306  
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306  
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use and benefit of any public utility operating in Kerr County, Texas, as well as for the benefit of GRANTORS and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers, or any other utility or service which GRANTORS may find necessary for the proper service of lots in HAZY HILLS SUBDIVISION.

3.

GRANTORS reserve the right to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing or incorporated in the deed from GRANTORS conveying the site to be so restricted or subjected to such easement or right-of-way.

4.

Neither GRANTORS nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

5.

It shall be and is expressly agreed and understood that the title conveyed by GRANTORS to any lot or parcel of land in said HAZY HILLS SUBDIVISION, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by GRANTORS or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of HAZY HILLS SUBDIVISION, and the right to maintain, repair, sell or lease such liens, utilities and appurtenances to the City of Kerrville, or to any public service corporation, or to any other party, is hereby expressly reserved in GRANTORS.

6.

The Architectural Control Committee is composed of EDWIN S. BARNEL, JOSEPH F. LEONARD, JR. and J. L. SHERMAN. The majority of the committee may designate a representative to act for it in all matters arising under the restrictions hereinafter set forth. In the event of the death or resignation of any member of the committee, the remaining members or member shall have full right and authority to fill the vacancy or vacancies on the committee. All such appointments and designations of persons as successors to the committee or as a representative of the committee shall be made in writing and filed for record in the office of the County Clerk of Kerr County, Texas. The committee and its successors shall continue in force during the effective period of these restrictions. The committee's approval or disapproval as required under these covenants shall be in writing. In the event that the committee or its representatives shall have failed to approve or disapprove any design or location within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alteration shall have been commenced prior to the completion thereof, such approval shall not be required and these shall be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

#### RESTRICTIONS

1.

APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: No improvements of any character shall be

erected, or the erection thereof begun, or changes made in the exterior designs thereof after the original construction, on any residential lot until construction plans and specifications and plans showing the location of the structure have been submitted to and approved in writing by the Architectural Control Committee as hereinbefore constituted. Such approval shall include exterior design, type and quality of materials to be used, colors to be applied to the exterior of the structure, and location with respect to topography and finished grade elevations.

2.

LAND USE: No lot shall be used for anything other than a single family residential purposes. No business or other non-residential activity shall be conducted on any lot. There shall be no overnight on street parking and/or storage of any vehicles.

3.

SIGNS: No sign of any kind shall be displayed, erected or maintained on any residential lot except one sign of not more than 24 inches square advertising the property for sale. GRANTORS shall have the right to remove any such non-conforming sign, advertisement, bill board, or advertising structure which is placed on any lot and in so doing shall <sup>not</sup> be liable, and is hereby expressly relieved from any liability, for trespass or other torts in connection with, arising from such removal.

4.

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 they are not kept, bred or maintained for any commercial purposes.

5.

LEGAL USE: No premises or any part thereof shall be used for illegal or immoral purposes.

6.

TYPE OF STRUCTURE: No structure shall be erected on any residential lot other than one detached single family dwelling.

7.

OTHER BUILDINGS: No house trailer, truck body, tent, shack, garage, barn or other out-buildings shall at any time be used as a residence nor shall any residence of any temporary character be permitted.

8.

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 or construction shall be used for residential purposes during construction. All buildings constructed upon residential lots shall be completed within a reasonable time.

9.

GARAGES AND SERVANTS' QUARTERS: No garage apartments and detached garages of more than one story shall be permitted. Living quarters on a residential lot for other than the family occupying the principal residence may be used only for bonafied servants, and such living quarters shall be within or attached to the main residence or may be attached to a detached garage. Any servant's quarters attached to the main residence shall be attached to the rear of same.

10.

SEPTIC TANKS: No outside toilets or septic tanks will be permitted.

11.

**DIVISION OF LOTS:** No residential lot, as shown upon the plat, shall be further divided or altered to diminish the size of any existing lot, but may be combined with other lot or lots to increase the size and then for a single dwelling only.

12.

**OLD BUILDINGS AND USED MATERIALS:** No structure shall be moved on to any residential lot and no used lumber shall be used in the construction of a dwelling on any lot.

13.

**RENTALS:** Renting to roomers or to a second family occupying the premises is prohibited.

14.

**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 improvements, including any building or part thereof, eaves, cornices or overhang shall extend beyond the minimum setback line at the front of the lot or the side of the lot as contained in Paragraph 21.

15.

**FRONT YARDS:** The area of the lot at the front of the dwelling shall be maintained so as to be an aesthetical asset to the dwelling. This area, known as a front yard, extends the full width of the dwelling, between the dwelling and the street, shall not be used for vegetable garden, nursery or any purpose other than as a maintained grass lawn with shrubbery, ornamental trees, and flowers as normally constitutes the base planning in the landscaping of a dwelling.

16.

**MAINTENANCE OF LOTS:** No owner of any lot, either vacant or improved, shall be permitted to let such lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of 12 inches in height.

17.

**CONSTRUCTION:** No fence, wall, hedge or shrub planting, which obstructs sight lines at elevation beyond four feet above the roadway, shall be placed or permitted to remain on any part of this property, except with expressed approval of the Architectural Control Committee as hereinbefore set forth. This restriction does not apply to the outside perimeter of the various lots.

18.

**OTHER IMPROVEMENTS:** No private water well or water systems shall be permitted. No swimming pool shall be permitted at the front of any dwelling. No walls shall be constructed exceeding four feet in height along any side lot lines behind the front building set-back lines, except with expressed approval of the Architectural Control Committee as hereinbefore set forth. No out-building shall exceed in height the dwelling to which it is appurtenant. Every out-building, except a green-house, shall correspond in style and architect to the dwelling to which it is appurtenant.

19.

**STORAGE OF MATERIALS:** No building material of any kind or character shall be stored upon any residential lot until the owner 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 the improvements are to be erected, and shall not be placed in the street or between the pavement or property lines. 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



materials must be immediately removed from the property.

20.

**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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

21.

**HOUSE FOUNDATION:** House foundations must be so constructed that there is no visible opening (other than the necessary vents) between the floor of the house and the ground.

22.

**BUILDING SET-BACK LINES:** No dwelling or out-building on a residential lot shall be closer to the front lot line than 25 feet or the building line shown upon the plat of said subdivision, whichever may be the greater. On the interior lots no dwelling or out-building shall be closer than 6 feet to a side lot line. No dwelling shall be closer than 25 feet to the rear lot line.

23.

**EXTERIOR MATERIALS:** All dwellings in this subdivision must have not less than 80% of the area of their exterior walls covered with brick, masonry, (masonry is not to be construed as including concrete blocks or common clay tile), Austin stone, or similar material except where the use of wood or glass will produce an equal or better appearance. No asbestos shingle siding shall be permitted as an exterior siding on any dwelling, or no flat roofs or roofs with less than 3/12 pitch.

24.

**SIZE OF THE DWELLINGS:** The floor area of principal dwellings, exclusive of garages, porches and servant's quarters, shall be not less than 1200 square feet and costing not less than \$10,000.00.

25.

**OCCUPANCY:** No part of said property shall ever be sold, leased or rented to colored persons, or occupied by colored persons, except as servants to white people living on said land.

26.

**OPTION OF GRANTORS:** In the event the first Purchaser of any lot does not build on said lot, then the original GRANTORS shall have the first right of refusal to repurchase said lot at the best offered price.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTORS, their successors and assigns, and all persons or parties claiming under them, for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for successive period of ten years each, unless prior to the expiration of such ten year period the then owners of a majority of lots in HAZY HILLS SUBDIVISION shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

If the GRANTORS herein, or any of their successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their

interest may appear.

In the event any one, or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 31st day of December, 1964.

/s/ Edwin S. Bammel  
/t/ Edwin S. Bammel

/s/ Harlan Howard Bammel  
/t/ Harlan Howard Bammel

THE STATE OF TEXAS }  
COUNTY OF KERR }

BEFORE ME, the undersigned authority, on this day personally appeared EDWIN S. BAMMEL and wife, HARLAN HOWARD BAMMEL, 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. And the said HARLAN HOWARD BAMMEL, wife of the said EDWIN S. BAMMEL, having been examined privily and apart from her husband and having the same fully explained to her, she, the said HARLAN HOWARD BAMMEL, acknowledged such instrument to be her act and deed, and 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 31st day of December, 1964.

Seal

Margaret H. Watson  
Notary Public in and for Kerr County,  
Texas.

Filed for record January 4, 1965 at 5:10 o'clock P. M.  
Recorded January 8, 1965 at 2:10 o'clock P. M. (ms)  
Volume 128, page 97  
EMMIE M. BENKER, County Clerk

By  Deputy Notary

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WARRANTY DEED

THE STATE OF TEXAS }  
COUNTY OF KERR }

KNOW ALL MEN BY THESE PRESENTS:

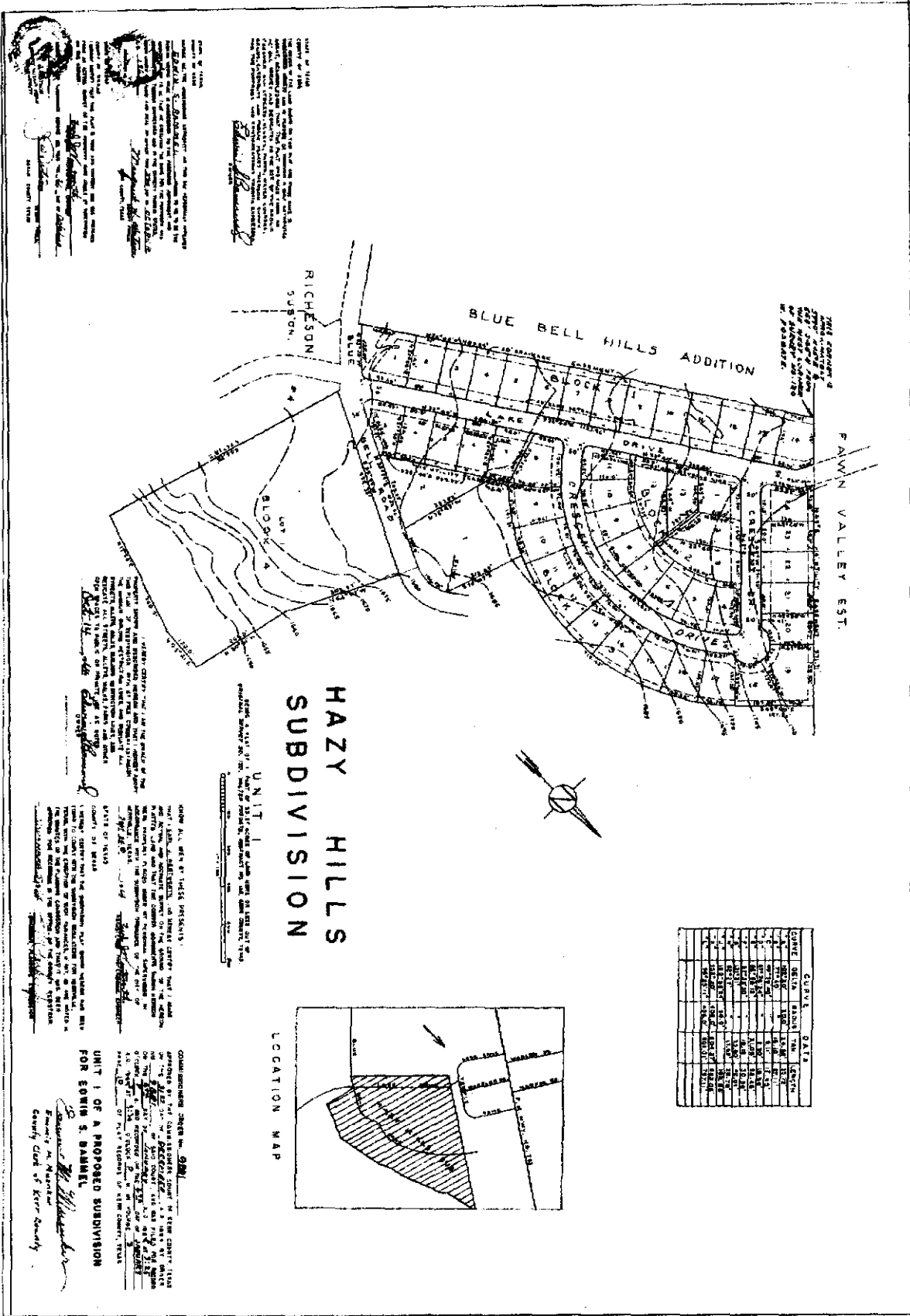
That we, RICHARD QUELLER and wife, ELIZABETH QUELLER, of the County of Kerr, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to us in hand paid by NORMAN G. HINES, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said NORMAN G. HINES, of the County of Kerr, State of Texas, all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, more particularly described as follows, to-wit:

Part of Survey No. 653, W. H. Crawford, and part of Survey No. 116, R. F. Cage, more particularly described in Deed from Joseph F. Leonard, Jr., Trustee, to Grantors herein, recorded in Volume 111, page 8, Kerr County Deed Records.

This conveyance is made and accepted subject to any and all utilities easements of record and/or on the ground.

This conveyance is made and accepted subject to but not the assumption by Grantee of the unpaid balance on that one certain promissory note executed by Grantors herein, payable to the order of Universal C. I. T., more particularly described in the Deed above referred to and secured by liens on the above described real estate.

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 NORMAN G. HINES, his heirs

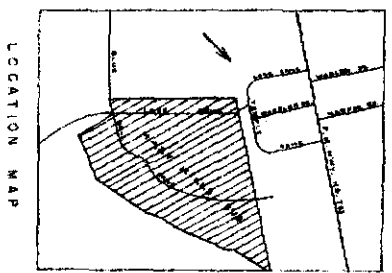


CURVE DATA

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## HAZY HILLS SUBDIVISION

UNIT 1  
PROPOSED SUBDIVISION



**STATE OF TEXAS**  
COUNTY OF KERR

**Blue Bell Hills Addition**  
This addition is being subdivided into lots and blocks for the purpose of sale and development. The subdivision is shown on the attached plat and is subject to the provisions of the Subdivision Act of 1909, as amended.

**Richardson Sub**  
This subdivision is being subdivided into lots and blocks for the purpose of sale and development. The subdivision is shown on the attached plat and is subject to the provisions of the Subdivision Act of 1909, as amended.

**HAZY HILLS SUBDIVISION**  
UNIT 1  
PROPOSED SUBDIVISION

This subdivision is being subdivided into lots and blocks for the purpose of sale and development. The subdivision is shown on the attached plat and is subject to the provisions of the Subdivision Act of 1909, as amended.

**UNIT 1 OF A PROPOSED SUBDIVISION FOR EDWIN S. BARNETT**

This subdivision is being subdivided into lots and blocks for the purpose of sale and development. The subdivision is shown on the attached plat and is subject to the provisions of the Subdivision Act of 1909, as amended.

**EDWIN S. BARNETT**  
County Clerk of Kerr County

Up dated 12-18-06

Item: **HAZY HILLS SUBDIVISION**

(Category: RESTRICTIONS)

Volume 64, Page 544, Deed Records of Kerr County, Texas; Volume 3, Page 10, Plat Records of Kerr County, Texas; Volume 120, Page 97, 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 July 20, 1939, recorded in Volume 64, Page 544, Deed Records, Kerr County, Texas.

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Item: **HAZY HILLS SUBDIVISION**

(Category: Subdivisions)

- a. Right Of Way dated November 19, 1927 to Texas Power & Light Company, recorded in Volume 48, Page 189, Deed Records of Kerr County, Texas.
- b. Easement and Right Of Way dated July 26, 1938 to Texas Power & Light Company, recorded in Volume 61, Page 76, Deed Records of Kerr County, Texas.
- c. Easement dated June 24, 1939 to Texas Power & Light Company, recorded in Volume 64, Page 530, Deed Records of Kerr County, Texas.
- d. Easement dated January 12, 1942 to L.C.R.A., recorded in Volume 69, Page 170, Deed Records of Kerr County, Texas.
- e. Easements and Building Set Back Lines as per the Plat recorded in Volume 3, Page 10, Plat Records of Kerr County, Texas.
- f. Building Set Back Lines as per the Restrictions recorded in Volume 120, Page 97, Deed Records of Kerr County, Texas.
- g. Easement dated September 26, 1966 to Kerrville Telephone Company, recorded in Volume 4, Page 344, Easement Records of Kerr County, Texas. (AFFECTS LOTS 7,8,10,12,13,14,15,16,17 & 19, BLK. 3 ONLY)
- h. Right Of Way and Easement dated October 25, 1966 to Kerrville Telephone Company, recorded in Volume 4, Page 393, Easement Records of Kerr County, Texas. (AFFECTS LOTS 2-5, 7, 9, 12 & 13, BLK. 2 ONLY)
- i. Easement dated November 7, 1966 to L.C.R.A., recorded in Volume 4, Page 399, Easement Records of Kerr County, Texas. (AFFECTS LOTS 4-11, BLK. 2; LOTS 5, 6, 8, 10, 11, 13-15, & 17, BLK.3 ONLY)
- j. Any visible and/or apparent roadways or easements over or across the subject property.
- k. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

Filed for record Jan. 14, 1928, at 4:00 o'clock P. M.

Recorded January 31, 1928, at 7:18 o'clock A. M.

48/189

\*\*\*\*\*

RIGHT OF WAY

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

That I, Otto Wahrund and ..... of Kerr County, Texas, for and in consideration of One & no/100 Dollars (\$1.00) to me (us) in hand paid by Texas Power & Light Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company an easement or right-of-way for an electric transmission and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers or poles made of wood, metal or other materials, telephone and telegraph wire, preps and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Kerr County, Texas, to-wit: A certain tract of land consisting of about one hundred forty acres and being the land conveyed by Warranty Deed dated February 25, 1911 by S. Eastland and wife to Colonel G. Wahrund, said deed being recorded at Page 196 of Book 31 of the Deed Records of Kerr County, Texas. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted. TO HAVE AND TO HOLD the above described easement and rights unto the said company, its successors and assigns, until said line shall be abandoned.

Not more than two towers and if poles and two down guys shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us), my, (our) heirs and legal representatives, at the rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each tower and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each pole erected in excess of said number, and upon such payment the said Company, its successors or assigns, shall have the right, and the right is hereby granted to erect towers and poles along said course in excess of said number.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. WITNESS my hand this 19th day of November, 1927.

Otto Wahrund

STATE OF TEXAS :  
BEXAR COUNTY : BEFORE ME, Louis R. Sauf, a Notary Public in and for Bexar County, Texas, on this day personally appeared Otto Wahrund 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 purpose and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of November, A. D. 1927.

(SEAL)

Louis R. Sauf,

Notary Public Bexar County, Texas.

Filed for record Jan. 14, 1928 at 4:30 o'clock P. M.

Recorded January 31, 1928, at 7:30 o'clock A. M.

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61/76

EASEMENT AND RIGHT OF WAY

Kerrville ER 53A Pre. #155

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

That G. C. MCCOY and wife, Ethel Ellis McCoy of Kerr

County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, insulators and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Kerr County, Texas, to-wit:

Being a description of the Texas Power & Light Company's rural distribution line extension to serve G. C. McCoy and others as now located and surveyed across the property of G. C. McCoy in the W. Foagate Survey # 120, Kerr County, Texas.

Beginning at a present Texas Power & Light Company's distribution pole located 85 feet, more or less, south of a building and 1839 feet, more or less, north 45 degrees east from where G. C. McCoy's south property line intersects the north right of way line of a county road, thence north 33 degrees west for a distance of 116 feet, more or less, to a Texas Power & Light Company's angle pole, thence north 14 degrees east for a distance of 345 feet to a Texas Power & Light Company's dead end pole and down guy, said pole and guy being located 101 feet, more or less, west of a new rock residence.

Not more than 3 poles, 3000 stubs, and 3 guys, shall be erected along the course of said line;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to re-locate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves, my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR hand and seal this 26 day of July, 1936.

Sealed and delivered in the presence of:

G. C. McCoy

Ethel Ellis McCoy

THE STATE OF TEXAS }  
COUNTY OF KERR

BEFORE ME, A. B. BURTON, a Notary Public in and for Kerr

County, Texas, on this day personally appeared G. C. McCoy, 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 26th day of July, A. D. 1936.

(SEAL)

A. B. Burton

Notary Public, Kerr County, Texas.

THE STATE OF TEXAS }  
COUNTY OF KERR

BEFORE ME, A. B. BURTON, a Notary Public in and for Kerr

County, Texas, on this day personally appeared Ethel Ellis McCoy, wife of G. C. McCoy, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ethel Ellis McCoy, acknowledged such instrument to be her act and deed, and 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 26th day of July, A. D. 1936.

(SEAL)

A. B. BURTON

Notary Public, Kerr County, Texas.

Recorded this 29 day of August, A. D. 1936 at 2:15 P. M.  
Filed for record 12 day of August, A. D. 1936 at 2:15 P. M.

BASEMENT

THE STATE OF TEXAS  
COUNTY OF KERR

1587

VOL 4 PAGE 344

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Edwin S. Bannal,  
hereinafter called Grantor (whether one or more) for and in consideration of  
the sum of \$1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY,  
of Kerrville, Texas, referred to herein as Grantee, the receipt of which is  
hereby acknowledged, has granted, sold and conveyed, and does hereby grant,  
sell and convey unto the said Grantee, its successors and assigns, a right  
of way and easement for the purpose of erecting, constructing, maintaining,  
operating, replacing and removing telephone and telegraph lines, poles and  
under-ground telephone and telegraph cable or cables with the necessary fit-  
tings and appliances and appurtenances necessary and reasonable and proper,  
for transmitting telephonic communications, which right of way and easement  
shall be of a breadth of twelve (12) feet upon, over, under and through the  
following lands of Grantor, lying and being situated in Kerr  
County, Texas, and described as follows: Per Attached Drawing

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

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

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

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

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

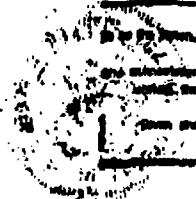
IN TESTIMONY WHEREOF, witness the execution hereof on this the 26 day of September, 1964, 1966.

Edwin S. Bannard  
GRANTOR

I, the State of Ohio, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Hamilton, Ohio.

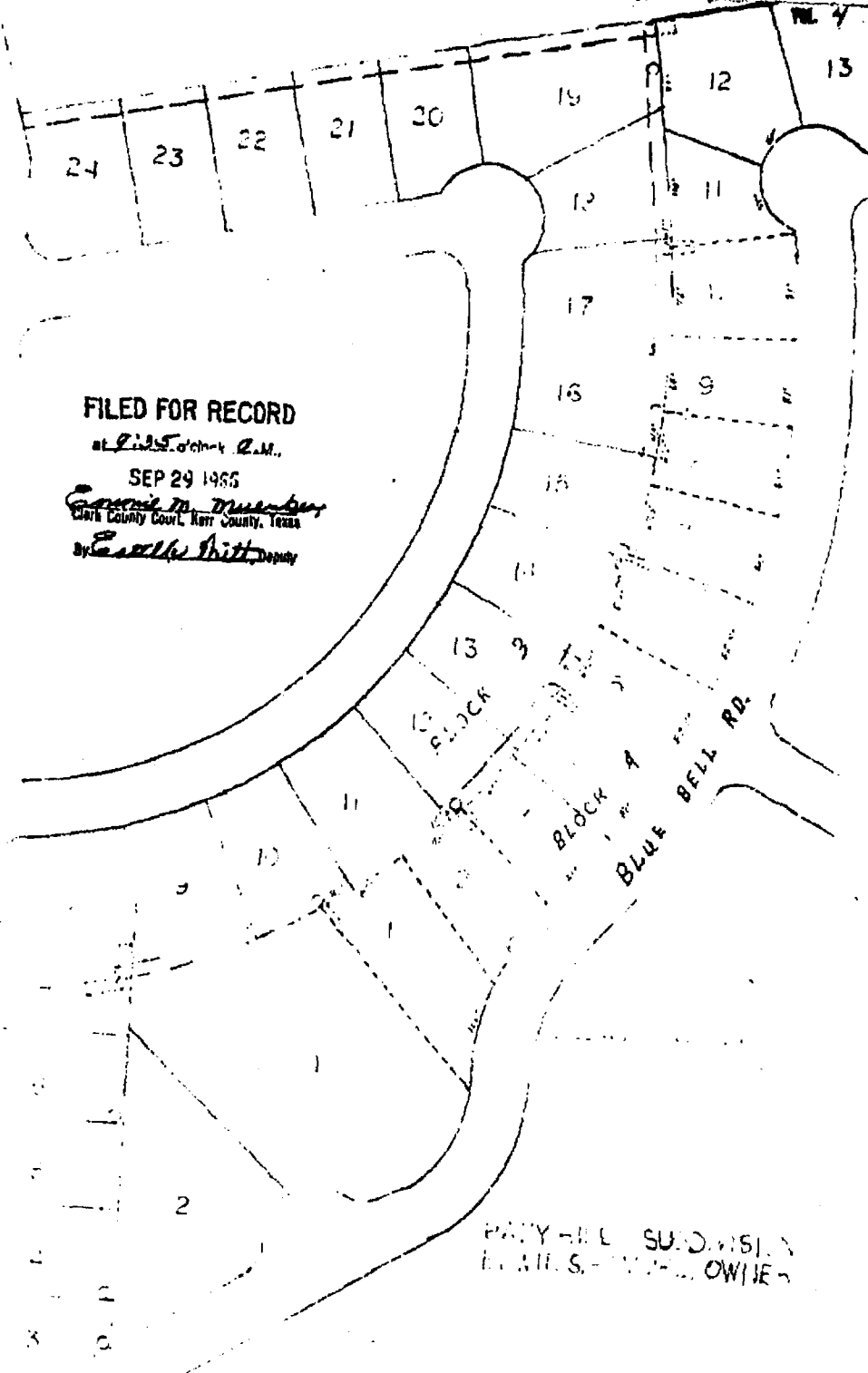
Witness my hand and seal of office, this 26 day of September, 1964.

Notary Public for the State of Ohio, my commission expires on the 26 day of September, 1966.



Edwin S. Bannard  
GRANTOR





FILED FOR RECORD

at P.M.S. John R.M.

SEP 29 1966

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

By *Paul H. Britt*, Deputy

PARTIAL SUBDIVISION  
OF LANDS OWNED BY

Recorded October 3, 1966  
By K. MUEKNER, County Clerk

By *May Ellen Smith*, Deputy

BASEMENT

VOL 4 PAGE 393

THE STATE OF TEXAS  
COUNTY OF KERR

1938

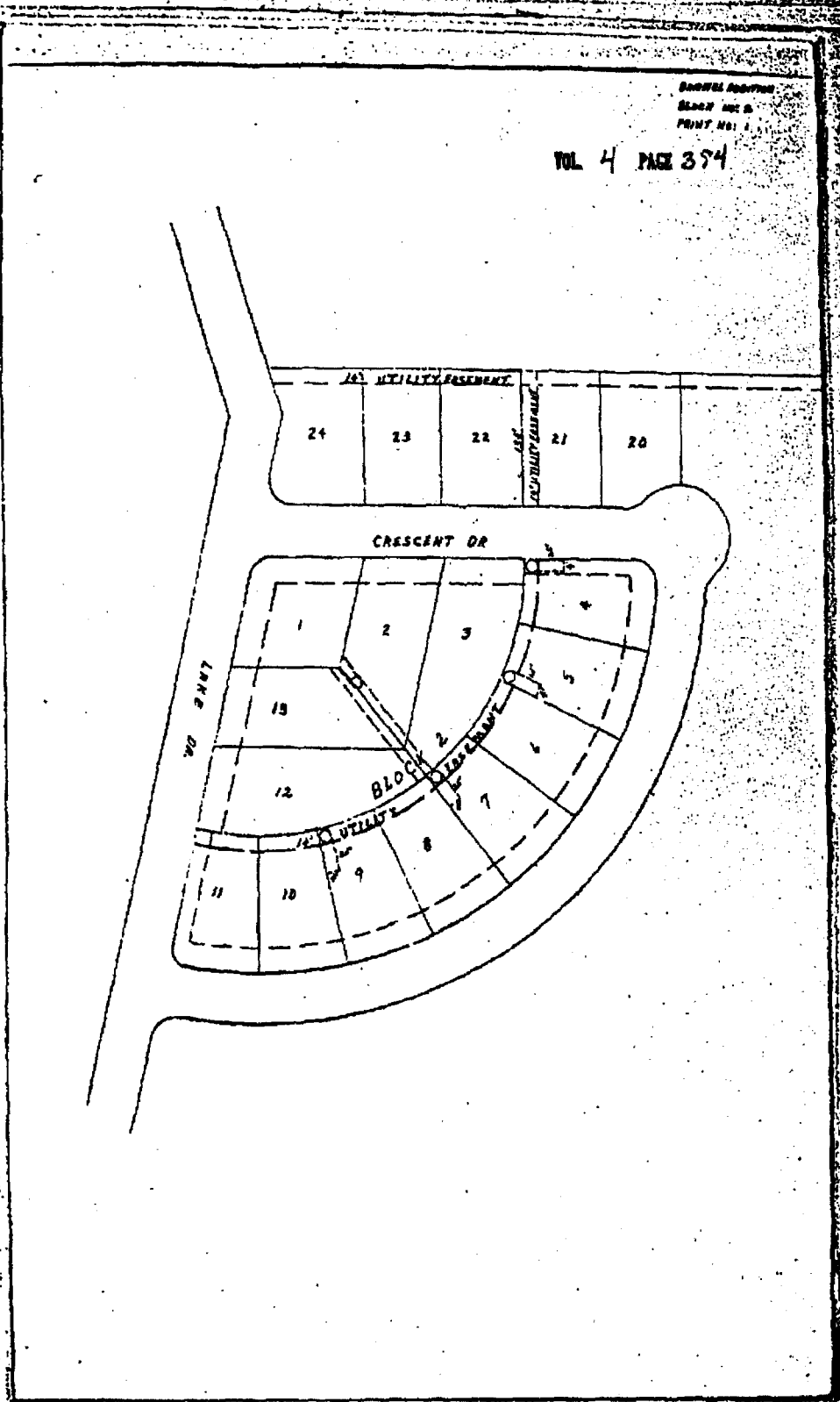
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Edwin S. Bussel

hereinafter called Grantor (whether one or more) for and in consideration of the sum of \$1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY, of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right of way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone and telegraph lines, poles and under-ground telephone and telegraph cables or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, which right of way and easement shall be of a breadth of twelve (12) feet upon, over, under and through the following lands of Grantor, lying and being situated in Kerr County County, Texas, and described as follows: Per attached print:

SHARPE ASSOCIATES  
BLANK No. 0  
PRINT No. 1

VOL 4 PAGE 394



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

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

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

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

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

IN TESTIMONY WHEREOF, witness the execution hereof on this the 25th day of October, 1966.

*Edwin S. Bamwell*  
Grantor

The State of Texas  
County of Ellis  
I, Edwin S. Bamwell  
do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears to me.  
Notary Public  
*[Signature]*  
County, Texas

(Acknowledgments)  
*C. J. Smith*  
FILED FOR RECORD  
2:50 o'clock P.M.  
NOV 8 1966  
*Carroll M. Muenker*  
Clerk County Court, Tarrant County, Texas  
By *Earl H. Smith* Deputy

Recorded November 10, 1966  
EMILE M. MUENKER, County Clerk

By *Wayne E. Smith* Deputy

EASEMENT

THE STATE OF TEXAS

COUNTY OF Kerr

Transmission Line No. \_\_\_\_\_  
Easement No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

1967

VOL 4 PAGE 399

That Edwin S. Bammel

hereinafter referred to as "Grantor," (whether one or more), for and in consideration of one Dollars (\$ 1.00) to Grantor in hand paid by LOWER COLORADO RIVER AUTHORITY, of Austin, Texas (hereinafter called the "Authority") have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number and sizes of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephones and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in Kerr County, Texas, to-wit:

All that certain tract or parcel of land, being 48 acres known as Hasy Hills Subdivision to the town of Kerrville, Texas. This easement to consist of the following; 25 feet along and 4 feet on either side of property lines dividing lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Block 3 also 6 feet width along the length of property line dividing lots 19 and 20 of Block 3, also 25 feet along and 4 feet on either side of property line dividing lots 5, 6, 7, 8, 9, and 10 of Block 2 of said subdivision.

The centerline described above is shown on plat attached hereto, marked EXHIBIT "A," and incorporated herein by reference. Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, opening, maintaining and removing said lines and appurtenances; the right to place new or additional wire or wires on said line and to change the size thereof; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances; and the right to place temporary guys, poles, and supporting structures for use in erecting or repairing said lines.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement. This easement does not include any damages, if any, which may occur in the future after the original construction of said line and resulting from the reconstruction or repairing thereof.

Not more than NO openings in cultivated land and VARIOUS openings in pasture land shall be made in the ground along said right-of-way in which shall be placed poles, tower foundations, or guy anchors unless Authority, its successor or assigns shall pay to Grantor, his heirs or legal representatives NO Dollars (\$ NO)

for each such opening in excess of said number in cultivated land, and NO Dollars (\$ NO) for each such opening in excess of said number in pasture land, and upon such payment Authority, its successors or assigns, shall have the right and the right is hereby granted, to make additional openings in the ground for poles, tower foundations, or guy anchors in excess of the number specified above.

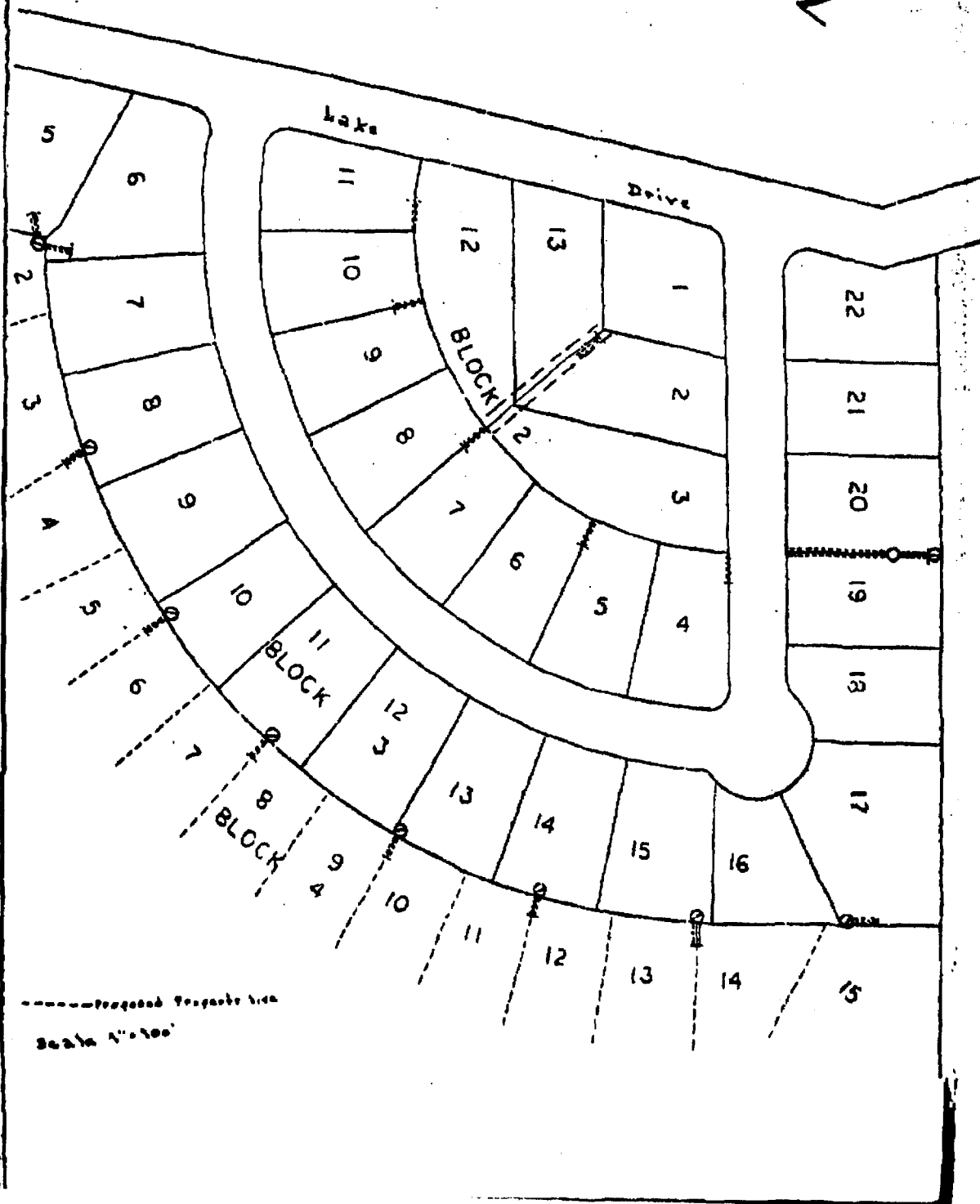
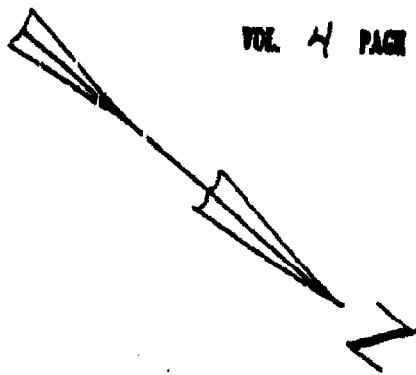
To have said to hold the above described easement and rights unto the Authority, its successors and assigns, until said easement and rights shall be relinquished by Authority.

Grantor does hereby bind himself, his heirs and legal representatives, to warrant and forever defend all and abet the above described easement and rights unto Authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness ONE hand this 2th day of November 1967.  
Edwin S. Bammel

Grantor

EXHIBIT "A"



THE STATE OF TEXAS

County of Kerr

VOL 4 PAGE 401  
Form 22

BEFORE ME the undersigned

Kerr

County, Texas, on this day personally appeared Edwin S. Hume a Notary Public in and for



in presence of the persons whose names is/are subscribed to the foregoing instrument, and acknowledged to me that he is the purpose and consideration therein expressed.

MY HAND AND SEAL OF OFFICE this 21th day of NOVEMBER A. D. 1966

Edwin S. Hume  
Notary Public  
Kerr County, Texas

THE STATE OF TEXAS

Edwin S. Hume of the County of Kerr State of Texas do hereby certify that the within Conveyance was filed in my office for record on the 21th day of November 1966 at 11:30 o'clock P. M., and duly recorded by me on the 21th day of November 1966 at 11:30 o'clock P. M.

Records of Deeds of said County, at page 401

Given under my hand and seal of office the day and year first above written.

County Clerk Edwin S. Hume  
County of Kerr, Texas  
Deputy, V. J. Tindal

TO Lower Colorado River Authority

FROM Edwin S. Hume

**Easement and Right of Way**

Recorded November 21, 1966  
EMER M. MUENKER, County Clerk

By May Ann Smith Deputy





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distribution line extension to serve J. E. Cowden and others as now located and surveyed across the property of G. C. McCoy in the W. Foagate Survey #120, Kerr County, Texas. Beginning at a present Texas Power & Light Company's distribution pole located 328 feet from G. C. McCoy's southwest property corner, thence in a westerly direction for a distance of 21 feet to a down guy; beginning again at the distribution pole thence in a northerly direction for a distance of 21 feet. Not more than Nine Poles, Nine stubs, and 2 guys, shall be erected along the course of said line. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to re-locate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances. TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned. And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hands this 24 day of June, 1939.

G. C. McCoy  
Ethel Ellis McCoy

THE STATE OF TEXAS )  
COUNTY OF KERR ) BEFORE ME, M. S. Collier, a Notary Public in and for Kerr County, Texas on this day personally appeared G. C. McCoy 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 24th day of June, A. D. 1939.

(SEAL)

M. S. Collier

Notary Public, Kerr County, Texas.

THE STATE OF TEXAS )  
COUNTY OF KERR ) BEFORE ME, M. S. Collier a Notary Public in and for Kerr County, Texas on this day personally appeared Ethel Ellis McCoy, wife of G. C. McCoy, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ethel Ellis McCoy, acknowledged such instrument to be her act and deed, and 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 24th day of June, A. D. 1939.

(SEAL)

M. S. Collier

Notary Public, Kerr County, Texas.

Filed for record July 22, 1939, at 3 o'clock P. M.

Recorded July 25, 1939 at 2:40 o'clock P. M.

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EASEMENT

THE STATE OF TEXAS )  
COUNTY OF KERR ) KNOW ALL MEN BY THESE PRESENTS: That Althea W. Sayward, herein joined by her husband, Parkman Sayward of Kerr County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents

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INSTRUMENT

THE STATE OF TEXAS )  
COUNTY OF KERR )

KNOW ALL MEN BY THESE PRESENTS: That H. J. Vann and Mary Vann of Kerr County, Texas for and in consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to me (us) in hand paid by Lower Colorado River Authority, of Austin, Texas (hereinafter called the "Authority"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in Kerr County, Texas, to-wit: Being a description of the Authority's electric distribution line extension to serve H. J. Vann and others as now surveyed and located across the property of H. J. Vann in the Walter Fosgate Survey No. 120, Kerr County, Texas. The following being the center line of a right of way line herein described. Beginning at a present Authority's electric distribution line pole, said pole being located 201 feet north from a point in H. J. Vann's south property line, said point being located 400 feet east of H. J. Vann's southwest property corner. Thence in a northwesterly direction for a distance of 180 feet to H. J. Vann's residence. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said line.; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances. TO HAVE AND TO HOLD the above described easement and rights unto the said Authority, its successors and assigns, until said line shall be abandoned. Not more than \_\_\_\_\_ towers, \_\_\_\_\_ H-Frames, 1 poles and 2 guys, shall be erected along the course of said lines unless the said Authority, its successors or assigns, shall pay to me (us) my (our) heirs and legal representatives, at the rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Authority, its successors or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hand this 12th day of January, 1942.

Mary Vann  
H. J. Vann

THE STATE OF TEXAS )  
COUNTY OF KERR )

BEFORE ME, Bess E. Booth, a Notary Public in and for Kerr County, Texas on this day personally appeared Mary Vann and H. J. Vann 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 12th day of January, A. D. 1942.

(SEAL) Bess E. Booth  
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS )  
COUNTY OF KERR )

BEFORE ME, Bess E. Booth a Notary Public in and for Kerr County, Texas, on this day personally appeared Mary Vann wife of H. J. Vann known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Vann, acknowledged such instrument to be her act and deed, and 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 12th day of January, A. D. 1942.

(SEAL)

Bess E. Booth  
Notary Public, Kerr County, Texas.

Filed for record Feb. 3, 1942 at 1 o'clock P. M.

Recorded February 4, 1942 at 11:50 o'clock A. M.

WARRANTY DEED

THE STATE OF TEXAS )  
COUNTY OF HARRIS ( KNOW ALL MEN BY THESE PRESENTS: That I, John Herring, of the County of Harris, State of Texas, for and in consideration of the sum of One Hundred Seventy Five (\$175.00) and No/100 Dollars to me in hand paid by H. G. Bastian have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said H. G. Bastian of the County of Harris, State of Texas, all that certain Summer Homesite No. 28 in Block 3 in Section 1 of Rancho Rio, Kerr County, Texas, as shown by plat thereof recorded in the Plat Record of Kerr County, Texas, in Volume 49, page 94; said summer homesite being in Survey No. 5.

To Have and to Hold the above described premises, together with all and singular the right and appurtenances thereto in anywise belonging, unto the said H. G. Bastian, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said H. G. Bastian, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my hand at Houston, Texas, this 26th day of November, A. D. 1928.

John Herring

THE STATE OF TEXAS )  
COUNTY OF HARRIS ( Before me, a Notary Public in and for Harris County, Texas, on this day personally appeared John Herring, 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 considerations therein expressed. Given under my hand and seal of office this 26th day of November, A. D. 1928.

(SEAL)

W. E. Hardy  
Notary Public, Harris Co., Texas.

Filed for record Feb. 4, 1942 at 8 o'clock A. M.

Recorded February 5, 1942 at 10:25 o'clock A. M.

RELEASE V/L

THE STATE OF TEXAS )  
COUNTY OF HARRIS ( WHEREAS, by Deed dated April 30th, 1940, recorded in the County Clerk's office of Kerr County, Texas, in Book \_\_\_ page \_\_\_, Alma Heimann, a feme sole, conveyed to Chas. C. Foster and Marie Foster, husband and wife, certain real estate and premises in the County of Kerr and State of Texas, being known and described as Lots Nos. Fifteen (15) and Sixteen (16) in Block No. Twelve (12) of Westland Addition to the City of Kerrville, Kerr County, Texas, according to the plat of said addition found recorded in Vol. 45, Pages 335, et. seq., of the Deed Records of Kerr County, Texas, to which reference is hereby made; which is fully described in said deed, to which reference is here made for more particular description retaining therein a Vendor's Lien securing payment of Five Hundred Dollars for which said Chas. C. Foster and wife, Marie Foster executed two promissory notes as follows: Note No. 1 in the principal sum of \$200.00, due six months after date; Note No. 2 in the principal sum of \$300.00 due one year after date; both said notes dated April 30th, 1940 and bearing interest from date until maturity at the rate of 6% per annum; and whereas said Chas. C. Foster and wife, Marie Foster, have paid the said notes and all interest thereon, in full satisfaction of said incumbrances: Now therefore, I, Alma Heimann, a feme sole, being the legal owner and holder of the above described notes at the time of their payment, do hereby release the above described