

KERRVILLE SOUTH 2 RESTRICTIONS

Volume 353, Page 405, Volume 466, Page 575, Volume 474, Page 592, Volume 530, Page 680, Volume 718, Page 646, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Felix R. Real aka Felix Real and Felix R. Real, Sr. and wife, Esther R. Real aka Esther Real to Felix R. Real, Jr. and wife, Lillian Stieler Real, dated February 3, 1964, recorded in Volume 117, Page 414, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Road and Utility Easements as per the Plat recorded in Volume 4, Page 64, Plat Records of Kerr County, Texas.
- Utility Easement reserved in the Restrictions recorded in Volume 353, Page 405, Real Property Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments, recorded in Volume 353, Page 405, Volume 466, Page 575, Volume 474, Page 592, Volume 530, Page 680 and Volume 718, Page 646, Real Property Records of Kerr County, Texas.
- An undivided non-participating royalty interest, conveyed by Grantor as described in Mineral Deed from Lavern D. Harris, Trustee to Lehmann Partners, Ltd. and Monroe Partners, Ltd., dated August 27, 1990, recorded in Volume 561, Page 524, Real Property Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Certified Service Area Map For Southern Hills Water System; PWS #1330128 as filed by Wiedenfeld Water Works, Incorporated, and recorded in Volume 1599, Page 230, Official Public Records of Kerr County, Texas. (Lots 38, 39, 41, 43, 46, 92-97, 112-147)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

RESTRICTIONS AND COVENANTS

In order to carry out a general plan of development and preserve the character and natural beauty of this land, this agreement is subject to the covenants hereby made by Sellers, and made and accepted subject to the restrictions and conditions upon the premises hereby contracted for as follows, to-wit;

1. 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, 1994, at which time said covenants shall be automatically extended for successive periods of ten years, unless a vote of the then owners of the majority of the land in this ranch, it is agreed to change said covenants in whole or in part.

2. That the above said property herein shall not be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purpose.

3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.

4. No tent or shack shall be placed, erected, or permitted to remain on this property, nor shall any structure of a temporary character, including travel trailers, be used as a residence thereon.

5. Mobile homes of not less than 550 square feet shall be permitted to be placed on the property provided it is not more than five years old and in good repair.

6. That any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.

7. That no disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.

8. That no swine shall be allowed.

9. That an easement of ten (10) feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys and fixtures for electric and telephone lines and to trim any trees which at any time may interfere or threaten to interfere with maintenance of such lines, with right of ingress to and egress from and across said premises to employees of utilities owning such lines.

10. No tract may be subdivided into less than 2-1/2 acres without permission of the developers in writing.

11. No water may be removed from any stream of water located in Kerrville South II for any purpose.

12. Since public road maintenance in this development is of importance to all property owners, Grantee hereby authorizes Grantor to maintain such roads for the common good and to charge each property owner a fee of \$4.00 per acre per year. Such charge shall not be more than \$50.00 per tract per year and only for such a period of time until roads are accepted for maintenance by the County. Such charge shall be made by direct billing to the property owners. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a bona fide lien against the above described tract. Road maintenance charges do not apply to tracts fronting only on state or county maintained roads.

ENERGY/LAND, INC.

TO

JOSEPH D. SCHMIDT AND WIFE
FERN SCHMIDT

1991 2nd Dec AD. 1985 ✓
PATRICIA OYE at 4:43 p.m.
Dist. County Court, East County, Texas
Patricia Oye

WARRANTY DEED

After recording return to:

Joseph D. Schmidt and wife
713 S. Poplar
Kermit, Texas 79745

FILED IN 353 PAGE 406

HARRIS & MONROE, P. C.
BANK OF KERRVILLE TOWER - SOUTH 500
222 SIDNEY BAKER SOUTH
KERRVILLE, TEXAS 78028

FIRST SUPPLEMENTAL RESTRICTIONS
KERRVILLE SOUTH II

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

That we, the undersigned officers of KERRVILLE SOUTH II OWNERS ASSOCIATION, INC., do hereby file, record and declare these First Supplemental Restrictions Kerrville South II pertaining to KERRVILLE SOUTH II Subdivision more particularly described in Volume 3, Page 62, of the Plat Records of Kerr County, Texas.

Restriction Number 12 is hereby amended and supplemented to read as follows, to-wit:

ROAD MAINTENANCE

ASSESSMENTS AND LIENS

12. Each property owner shall be charged and assessed a road maintenance fee of \$4.00 per acre per year for each acre owned. Such charge shall not be more than \$50.00 per tract per year unless a special assessment is levied hereunder, and only for such a period of time until roads are accepted for maintenance by the County. Road maintenance charges do not apply to tracts fronting ONLY on state or county maintained roads.

I. Liability for Road Maintenance Expenses: The Road Maintenance Expenses shall include, but not be limited to, all expenses incurred by the Council for repair, replacement, construction, maintenance and improvement of the roads within said subdivision, including any administrative expenses incurred in carrying out the same, and enforcing this Declaration.

II. Assessments: The officers of KERRVILLE SOUTH II OWNERS ASSOCIATION, INC., ("Officers"), shall have the power to assess the Owners of the lots for their respective shares of the road maintenance expenses and otherwise as herein provided. The making and collection of assessments against Owners for Road Maintenance Expenses shall be subject to the bylaws and to the following provisions:

(a) Share of Common Expenses: Each Owner shall be liable for and shall pay a proportionate share of the Road Maintenance Expenses based on a pro rata per acre basis, to the extent that the same shall be assessed against the Owners from time to time by the Officers.

(b) Interest; Application of Payments: All Road Maintenance assessments shall be due within sixty (60) days of the billing date. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate permitted by law or if there should be no legal limit, five percent (5%) in excess of the prime rate of the largest national bank (in deposits) in Kerrville, Texas (or such other rate as may be allowed by law and adopted by resolution of the Board with notice to the Owners) from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(c) Attorney's Fees: If the KERRVILLE SOUTH II OWNERS ASSOCIATION, INC., ("Association"), shall incur any legal expenses, including attorney's fees, to enforce any rights of the KERRVILLE SOUTH II OWNERS ASSOCIATION, INC., against an Owner, including but not limited to collection of delinquent assessments, such Owner shall be liable to the KERRVILLE SOUTH II OWNERS ASSOCIATION, INC., for such expenses and the Association may recover the same.

(d) Commencement of Assessments: The assessments provided for herein shall commence for all record owners of lots within said subdivision as of the date each such lot was purchased by Owner.

(e) Lien for Assessments: The Association shall have a lien upon each lot to secure the payment by the Owner of such lot of his proportionate share of all Road Maintenance assessments required or permitted to be levied hereunder or by law, and any other sums which shall become due and owing from such Owner to the Association and such lien for assessments shall also secure all other expenses including reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(f) Priority of Assessment Liens: All liens for Road Maintenance assessments made by the Association, or by the Board when authorized to do so as aforesaid, shall be superior to other liens, except that such liens for assessments shall be subordinate, secondary and inferior to: (a) all liens

for taxes or special assessments levied by the city, county and state governments or any political subdivision or special district thereof; and (b) liens securing amounts due or to become due under any first mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for Road Maintenance Expenses becomes due (it being understood that such lien for assessments shall be prior to any such mortgage lien or deed of trust which is secondary and inferior to another mortgage, vendor's lien or deed of trust). The claim of the Association for assessments and the lien securing such claims shall be freely assignable. Such lien for assessments herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior liens, by the holder thereof in the same manner as either a vendor's lien, or as is provided for foreclosure of a contractual deed of trust lien on real property under Article 3510 of the Texas Revised Civil Statutes. No such foreclosure shall affect or impair any such prior liens. The Association shall have power to bid in the lot at any foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid Road Maintenance Expenses or assessments by the Association chargeable to such lot which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of Road Maintenance Expenses or assessments shall be deemed to be Road Maintenance Expenses collectible from all of the owners, including such purchaser or acquirer, his successors and assigns, in proportion to their Percentage Interests to the extent not recovered from the proceeds of such foreclosure sale.

V. Status after Sale: Sale of a lot shall not result in the extinguishment of unpaid Road Maintenance expenses or assessments against the lot sold unless such sale is made by private or public sale in foreclosure of or pursuant to power of sale granted in a first mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment becomes due.

VI. Notification of Assessment: Any prospective purchaser or assignee of a lot, upon written request, shall be entitled to a certificate from the Association as to the amount of unpaid Road Maintenance Expenses of and on the subject lot, and such lot shall not be liable or

subject to any lien for any unpaid assessment in excess of the amount set forth in said certificate for the period of time specified therein. If such request for a certificate is not complied with within twenty (20) days after receipt of such request, the prospective purchaser or encumbrancer shall not be liable for, nor shall the subject lot thereafter be subject to a lien for, any unpaid Road Maintenance Expenses or assessments due prior to the date of such request.

VII. Common Fund: All funds collected by reason of assessments or otherwise received from the Owner, and all funds received for the use and benefit of, or to the account of, the Owner shall constitute the Common Fund and shall be held, administered and accounted for by the Association as trustee for the benefit of all of the Owners as set forth herein. The Common Fund is the property of the Owners as set forth herein in proportion to their Percentage Interests in the Subdivision. The Common Fund shall be administered and disbursed by the Board according to the terms of this Declaration and as determined by the Board from time to time. In addition to other uses authorized herein or by the Board, the Common Fund may be expended in payment of the Road Maintenance Expenses and in reimbursement of the expense of the Board. The funds constituting a part of the Common Fund shall be held in a separate account or accounts in one or more depositories selected by the Board. If the subdivision regime for the Project shall be terminated and if the Association shall at such time own any assets in its own right (as distinguished from the funds or property of the Owners administered by the Board) in excess of its liabilities, then any such excess of assets shall be added to the Common Fund and administered as such.

All other covenants, conditions and restrictions as provided in the original restrictions of KERRVILLE SOUTH II Subdivision recorded in Volume 353, Page 40, of the Deed Records of Kerr County, Texas, insofar as the same are not inconsistent with the terms herewith, shall remain in full force and effect.

SIGNED this _____th day of April, 1988, by _____, owner of Lot(s) 52, and _____, Kerrville South II Subdivision.

ALVIN R. TOLSTAD

STREETER G. KING


ALVIN R. TOLSTAD

STREETER G. KING

STATE OF TEXAS

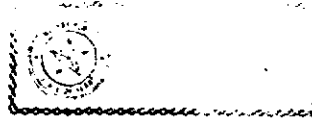
COUNTY OF KERR

VOL. 466 PAGE 579

Before me, the undersigned authority on this date personally appeared ALVIN R. TOLSTAD AND STRE... G. KING, known to me to be the persons whose signatures are subscribed above, who after being duly sworn, under oath do swear and depose that the foregoing document has been read and that all facts stated therein are true and correct.

Subscribed and sworn before me this 8th day of April, 1988, to certify which witness my hand and seal of office.

LIDIA S. BETTS, Notary Public



FILED IN...
...
...

By Lidia S. Betts

[Faint handwritten notes and signatures]

RECORDED IN Real Property
FILE DATE April 8, 1988
FILE TIME 1:32 O'CLOCK P M
VOL 466 PAGE 575
RECORDING DATE

APR 14 1988



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
By Patricia Dye
Deputy

[Small printed text, likely a disclaimer or recording notice]

APR - 1988



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

SUPPLEMENTAL RESTRICTIONS
KEEPPVILLE SOUTH IISTATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned officers of K. S. II OWNERS' ASSOCIATION, INC., do hereby file, record and declare these Supplemental Restrictions pertaining to KEEPPVILLE SOUTH II Subdivision more particularly described in Volume 2, Page 62, of the Plat Records of Kerr County, Texas.

Restriction 12 is hereby amended and supplemented to read as follows, to-wit:

ROAD MAINTENANCEASSESSMENTS AND LIENS

12. Each property owner shall be charged and assessed a road maintenance fee of \$4.00 per acre per year for each acre owned. Such charge shall not be more than \$50.00 per tract unless a special assessment is levied hereunder, and only for such a period of time until all roads are accepted for maintenance by the County.

I. Liability for Road Maintenance Expenses: The Road Maintenance Expenses shall include, but not be limited to, all expenses incurred by the Council for repair, replacement, construction, maintenance and improvement of the roads within such subdivision, including any administrative expenses incurred in carrying out the same, and enforcing this Declaration.

II. Assessments: The officers of K. S. II OWNERS' ASSOCIATION, INC., ("Officers"), shall have the power to assess the Owners of the lots for their respective shares of the road maintenance expenses and otherwise as herein provided. The making and collection of assessments against Owners for Road Maintenance Expenses shall be subject to the bylaws and to the following provisions:

(a) Share of Common Expenses: Each Owner shall be liable for and shall pay a proportionate share of the Road Maintenance Expenses based on a pro rata per acre basis, to the extent that the same shall be assessed against the Owners from time to time by the Officers.

(b) Interest; Application of Payments: All Road Maintenance assessments shall be due within sixty (60) days of the billing date. Assessments and instalments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate permitted by law or if there should be no legal limit, five percent (5%) in excess of the prime rate of the largest bank (in deposits) in Kerrville, Texas (or such other rate as may be allowed by law and adopted by resolution of the Board with notice to the Owners) from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(c) Attorney's Fees: If the K. S. II OWNERS' ASSOCIATION, INC., ("Association"), shall incur any legal expenses, including attorney's fees, to enforce any rights of the K. S. II OWNERS' ASSOCIATION, INC., against an Owner, including but not limited to collection of delinquent assessments, such Owner shall be liable to the K. S. II OWNERS' ASSOCIATION, INC., for such expenses and the Association may recover same.

(d) Commencements of Assessments: The assessments provided for herein shall commence for all record owners of lots within said subdivision as of the date each such lot was purchased by Owner.

III. Lien for Assessments: The Association shall have a lien upon each lot to secure the payment by the Owner of such lot of his proportionate share of all Road Maintenance assessments required or permitted to be levied hereunder or by law, and any other sums which shall become due and owing from such Owner to the Association and such lien for assessments shall also secure all other expenses including reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

IV. Enforcement of Assessment Liens: All liens for Road Maintenance assessments made by the Association, or by the Board when authorized to do so as aforesaid, shall be superior to other liens, except that such liens for assessments shall be subordinate, secondary and inferior to: (a) all liens

for taxes or special assessments levied by the city, county and state governments or any political subdivision or special district thereof; and (b) liens securing amounts due or to become due under any first mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for Road Maintenance Expenses becomes due (it being understood that such lien for assessments shall be prior to any such mortgage lien or deed of trust which is secondary and inferior to another mortgage, vendor's lien or deed of trust). The claim of the Association for assessments and the lien securing such claims shall be freely assignable. Such lien for assessments herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior liens, by the holder thereof in the same manner as either a vendor's lien, or as is provided for foreclosure of a contractual deed of trust lien on real property under Article 3810 of the Texas Revised Civil Statutes. No such foreclosure shall affect or impair any such prior liens. The Association shall have power to bid in the lot at any foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid Road Maintenance Expenses or assessments by the Association chargeable to such lot which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of Road Maintenance Expenses or assessments shall be deemed to be Road Maintenance Expenses collectible from all of the Owners, including such purchaser or acquirer, his successors and assigns, in proportion to their Percentage Interests to the extent not recovered from the proceeds of such foreclosure sale.

V. Status after Sale: Sale of a lot shall not result in the extinguishment of unpaid Road Maintenance expenses or assessments against the lot sold unless such sale is made by private or public sale in foreclosure of or pursuant to power of sale granted in a first mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment becomes due.

VI. Certificate of Assessment: Any prospective purchaser or encumbrancer of a lot, upon written request, shall be entitled to a certificate from the Board as to the amount of unpaid Road Maintenance Expenses, if any, of the subject lot, and such lot shall not be liable or

subject to any lien for any unpaid assessment in excess of the amount set forth in said certificate for the period of time specified therein. If such request for a certificate is not complied with within twenty (20) days after receipt of such request, the prospective purchaser or encumbrancer shall not be liable for, nor shall the subject lot thereafter be subject to a lien for, any unpaid Road Maintenance Expenses or assessments due prior to the date of such request.

VII. Common Fund: All funds collected by reason of assessments or otherwise received from the Owner, and all funds received for the use and benefit of, or the account of, the Owner shall constitute the Common Fund and shall be held, administered and accounted for by the Association as trustee for the benefit of all of the Owners as set forth herein. The Common Fund is the property of the Owners as set forth herein in proportion to their Percentage Interests in the Subdivision. The Common Fund shall be administered and disbursed by the Board according to the terms of this Declaration and as determined by the Board from time to time. In addition to other uses authorized herein or by the Board, the Common Fund may be expended in payment of the Road Maintenance Expenses and in reimbursement of the expense of the Board. The funds constituting a part of the Common Fund shall be held in a separate account or accounts in one or more depositories selected by the Board. If the subdivision regime for the Project shall be terminated and if the Association shall at such time own any assets in its own right (as distinguished from funds or property of the Owners administered by the Board) in excess of its liabilities, then any such excess of assets shall be added to the Common Fund and administered as such.

All other covenants, conditions and restrictions as provided in the original restrictions of KERRVILLE SOUTH II Subdivision recorded in Volume 353, Page 406, of the Deed Records of Kerr County, Texas, insofar as the same are not inconsistent with the terms herewith, shall remain in full force and effect.

SIGNED this the June 15, 1983, by ALVIN R. TOLSTAD,
owner of Lot(s) 52, 53, 54, Kerrville South II Subdivision,
and 12 STREETER G. KING

Alvin R. Tolstad
ALVIN R. TOLSTAD
Street G. King
STREETER G. KING

STATE OF TEXAS I
COUNTY OF KERR I

VOL. 474 PAGE 596

Before me, the undersigned authority on this date personally appeared ALVIN R. TOLSTAD AND STREETER G. KING, known to me to be the persons whose signatures are subscribed above, who after being duly sworn, under oath do swear and depose that the foregoing Application has been read and that all facts stated therein are true and correct.

Subscribed and sworn before me this 15th day of June, 1988, to certify which witness my hand and seal of office.



[Signature]
Notary Public, State of Texas

Return to:
Clavin R. Tolstad
210 Indian Lakes
Kerrville, TX 79028

FILED FOR RECORD
9:35 o'clock A.M.

JUN 15 1988

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By *[Signature]* Deputy

RECORDED IN Real Property
FILE DATE: June 15, 1988
FILE TIME: 9:35 O'CLOCK A M
VOL. 474 PAGE 592
RECORDING DATE

My records herein which vesting the said rental or use of the described real property, are hereby certified to be true and enforceable under Federal Law.
JUN 15 1988
This instrument was FILED in the Number Sequence on the 15th day of June 1988 by me and was duly RECORDED in the Official Public records of Kerr County, Texas on

JUN 15 1988

PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY *[Signature]* Deputy

JUN 15 1988

Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

GENERAL RELEASE OF ASSESSMENT LIENS

K. S. II OWNERS' ASSOCIATION, INC.

WHEREAS, K. S. II OWNERS' ASSOCIATION, INC. has heretofore recorded certain Assessment Liens against various lots in the KERRVILLE SOUTH II subdivision. The Corporation, K. S. II OWNERS' ASSOCIATION, INC., is in the process of being dissolved.

KNOW THEREFORE ALL MEN BY THESE PRESENTS THAT:

K. S. II OWNERS' ASSOCIATION, INC. does hereby release and discharge all Assessment Liens heretofore claimed, executed or recorded by such Corporation.

Neither this Release, nor any other action of the Corporation, including its dissolution, shall ever be held to be a waiver of, or estoppel to, the validity or enforcement of the subdivision restrictions. On the contrary, such restrictions are presently valid, enforceable, and the same may be enforced by any owner, or by an owners' association to be formed in the future.

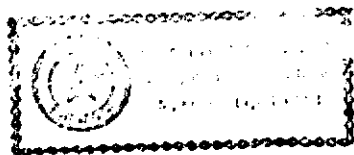
SIGNED this 14 day of November, 1989.

K. S. II OWNERS' ASSOCIATION, INC.

Alvin R. Tolstad
Alvin R. Tolstad, President

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 14 day of November, 1989, by ALVIN R. TOLSTAD, President of K. S. II OWNERS' ASSOCIATION, INC., a Texas Corporation, on behalf of said corporation.



Patricia J. Shawver
Notary Public, State of Texas
Printed Name _____
My Commission Expires: _____

Return to
John Morgan
624 Kerrville South Dr
Kerrville Tex

Filed 28th Day of Nov. A.D. 1989 at
9:30am
PATRICIA DYE
Notary Public, Kerr County, Texas
Lois Hudson Deputy

✓ filed by: Thomas Ferrell

... provisions herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law (The STATE OF TEXAS)
COUNTY OF KERR

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

NOV 29 1989



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN Real Property
FILE DATE: NOV. 28, 1989
FILE TIME: 9:30 O'CLOCK 0 M
VOL. 530 PAGE 680
RECORDING DATE

NOV 29 1989



PATRICIA DYE
COUNTY CLERK, KERR COUNTY

BY Mary Hanson
Deputy

WARRANTY DEED

352

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That ENERGY/LAND, INC., a Texas corporation, acting herein by and through its duly authorized attorney in fact, GORDON H. MONROE, specially thereto constituted by power of attorney in a resolution granting general authority to said attorney in fact, GORDON H. MONROE, to convey land pursuant to Article 5.08, Texas Business Corporation Act, adopted and passed by the Board of Directors of said corporation on the 25th day of February, 1976, and recorded in Volume 185, Page 797, of the Deed Records of Kerr County, Texas, as by reference thereto will more fully appear, hereinafter referred to as Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by LAVERN D. HARRIS, TRUSTEE, of 222 Sidney Baker South, Suite 500, Kerrville, Kerr County, Texas 78028, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged and confessed, and for which no lien, express or implied, does or shall exist, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the above named Grantee, all those certain tracts or parcels of land lying and being situated in the County of Kerr, State of Texas, and more particularly described as follows, to-wit:

TRACT ONE:

All that certain tract or parcel of land lying and being situated in Kerr County, Texas, being all of Tract No. 47, of WEST CREEK HILLS, SECTION 1, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 3, Page 150, Plat Records of Kerr County, Texas.

TRACT TWO:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 12, 55, 56, 57 and 58, of the REPLAT OF WEST CREEK HILLS, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 5, Page 394, Plat Records of Kerr County, Texas.

TRACT THREE:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 18, 35, and 51, of SPICER RANCH NO. 1, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision

of record in Volume 3, Page 56, Plat Records of Kerr County, Texas.

TRACT FOUR:

All that certain tract or parcel of land lying and being situated in Kerr County, Texas, being all of Tract No. 142, of SPICER RANCH NO. 3, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 3, Page 85, Plat Records of Kerr County, Texas.

TRACT FIVE:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 1 and 2, of SOUTH OAKS VILLAGE SECTION 3, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 5, Page 367, Plat Records of Kerr County, Texas.

TRACT SIX:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 16, 33, 34, 35, 38A, 39, 40, 46, 47A and 55, of BEAR CREEK RANCH, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 3, Page 114, Plat Records of Kerr County, Texas.

TRACT SEVEN:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 31 and 32, of CLEAR SPRINGS RANCHES #1, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 3, Page 61, Plat Records of Kerr County, Texas.

TRACT EIGHT:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 72, 91 and 92, of CLEAR SPRINGS RANCH ESTATES, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 3, Page 116 and 117, Plat Records of Kerr County, Texas.

TRACT NINE:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 6, 7, 8, 9, 14 and 15, of Block 2, and Lot 16 of Block 3, of KERRVILLE SOUTH, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 4, Page 156, Plat Records of Kerr County, Texas.

TRACT TEN:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 2, 3, 4, 5, 6, 9, 13, 14, 15, 16, 17, 18, 19, 22, 24, 26, 29, 31, 35, 36, 38, 40, 41, 42, 44, 55, 58, 59, 62, 67, 68, 69, 70, 71, 79, 80, 81, 83, 84, 86, 87, 90, 91, 93, 100, 101, 103, 104, 105, 106, 107, 108, 112, 115, 120, 121, 122, 123, W 1/2 of 125, 128, 129, 131, 133, 135, 136, 137 and 138, of KERRVILLE SOUTH II, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 4, Page 64, Plat Records of Kerr County, Texas.

A metes and bounds description of the West 1/2 of Tract 125, above referred to, marked Exhibit "Fa", is attached hereto, incorporated herein and made a part hereof for all pertinent purposes.

TRACT ELEVEN:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 49A and 34C, of KERRVILLE SOUTH RANCHES NO. 2, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 3, Page 63, Plat Records of Kerr County, Texas.

TRACT TWELVE:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 5, 6, 8, 11, 17, 19, 20, 32, 48, 49, and 56, of HIDDEN VALLEY RANCH, SECTION 1, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 4, Page 33, Plat Records of Kerr County, Texas.

TRACT THIRTEEN:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 64, 69, 73, 74, 75, 76, 77, 81, 82, 88, 92, 100, 104, 105, 106, 109 and 110W, of HIDDEN VALLEY RANCH, SECTION 2, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 4, Page 39, Plat Records of Kerr County, Texas.

A metes and bounds description of Tract 110W, above referred to, marked Exhibit "G", is attached hereto, incorporated herein and made a part hereof for all pertinent purposes.

TRACT FOURTEEN:

All those certain tracts or parcels of land lying and being situated in Kerr County, Texas, being all of Tract Nos. 3S, 9, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 33, 34, 35, 36, 41, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 64, and 65, of BEE CAVES RANCH, a subdivision of Kerr County, Texas, as shown by map or plat of said subdivision of record in Volume 4, Page 113, Plat Records of Kerr County, Texas.

A metes and bounds description of Tract 3S, above referred to, marked Exhibit "E", is attached hereto, incorporated herein and made a part hereof for all pertinent purposes.

TRACT FIFTEEN:

All that certain tract or parcel of land lying and being situated in Kerr County, Texas, being 1.50 acres, more particularly described by metes and bounds in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all pertinent purposes.

TRACT SIXTEEN:

All that certain tract or parcel of land lying and being situated in Kerr County, Texas, being 7.98 acres, more particularly described by metes and bounds in Exhibit "B" attached hereto, incorporated herein and made a part hereof for all pertinent purposes.

TRACT SEVENTEEN:

VOL. 536 PAGE 52

All that certain tract or parcel of land lying and being situated in Kerr County, Texas, being 3.474 acres, more particularly described by metes and bounds in Exhibit "C" attached hereto, incorporated herein and made a part hereof for all pertinent purposes.

TRACT EIGHTEEN:

All that certain tract or parcel of land lying and being situated in Kerr County, Texas, being 34,500 sq. ft. of land, more particularly described by metes and bounds in Exhibit "D" attached hereto, incorporated herein and made a part hereof for all pertinent purposes.

This conveyance is made and accepted SUBJECT TO any and all visible and apparent roadways or easements, mineral reservations, or other matters affecting the subject property, the existence of which appear of record or are visible 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 Grantee, his heirs, successors and assigns forever; and Grantor herein hereby binds itself, its successors, assigns and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the above named Grantee, his heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

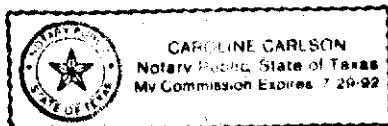
IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its attorney in fact, this the 2nd day of January, 1990.

ENERGY/LAND, INC.

BY: Gordon H. Monroe
GORDON H. MONROE, Attorney in Fact

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me this 11 day of January, 1990, by GORDON H. MONROE, Attorney in Fact for ENERGY/LAND, INC., a Texas corporation, on behalf of said corporation.



Caroline Carlson
Notary Public, State of Texas

Filed 17 Day of Jan AD 1990
12:13pm
Caroline Carlson

Return to: Lehmann + Monroe
Enterprises
P.O. Box 1589
Kerrville, TX 78028

...provisions herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law THE STATE OF TEXAS)

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public records of Real Property of Kerr County Texas on

JAN 17 1990



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN Real Property
FILE DATE: Jan. 17, 1990
FILE TIME: 12:43 O'CLOCK P M
VOL. 536 PAGE 49
RECORDING DATE

JAN 17 1990



PATRICIA DYE
COUNTY CLERK, KERR COUNTY

BY *William C. Hanson*
Deputy

DOMINGUES ENGINEERING & SURVEYING

CONSULTING ENGINEERS & REGISTERED PUBLIC SURVEYORS

RURAL AND CITY SURVEYING

SUBDIVISION PLANNING AND SURVEYING

P. O. BOX 70 • KERRVILLE, TEXAS 78028

May 25, 1977

Glen Oaks of Kerrville, Inc.
P.O. Box 1589
Kerrville, Texas 78028

Job No. 1547

Field notes for 1.5 acre tract for Carlos Sneed.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 1.5 acre of land out of Original Survey No. 144, James H. Cocke, Abstract No. 95, and being out of that 316.8 acre tract which was conveyed from Amelia Eckstein Martin to Ervin F. Ernst, by deed recorded in Volume 76 at Page 621 of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake at fence corner set for the South corner of that 1.26 acre tract which was conveyed from Glen Oaks of Kerrville, Inc. to Carlos Sneed, by deed dated October 15, 1975, of record in Volume 168 at Page 481 of the Deed Records of Kerr County, Texas, the East corner of subject tract, located approximately 954 feet S.45°W., 498 feet S.78°15'E. and 447 feet S.42°01'W. from the North or upper river corner of said Original Survey No. 144;

THENCE with the SE line of said 1.26 acre tract, N.62°55'W. 214.5 feet to an iron stake, its West corner, and the South corner of that 1.88 acre tract which was conveyed from Glen Oaks of Kerrville, Inc., to Carlos Sneed, by deed dated October 15, 1973, of record in Volume 168 at Page 473 of the Deed Records of Kerr County, Texas;

THENCE with the SW line of said 1.88 acre tract, N.62°55'W. 189.6 feet to an iron stake in the center of creek, the West line of said Ernst property and the SW corner of said 1.88 acre tract;

THENCE with the dry creek bed, the West line of said Ernst property, S.0°04'E. 225.3 feet to an iron stake, the SW corner of subject tract;

THENCE S.62°55'E. 247.8 feet to an iron stake, the South corner of subject tract;

THENCE N.42°01'E. 207.5 feet to the place of beginning.

Surveyed on the ground by 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.

Louis Domingues
Louis Domingues
Registered Public Surveyor No. 222

Charles B. Domingues
Charles B. Domingues
Registered Public Surveyor No. 1713

12281 267-7074

606 WHEELER AVE.

DOMINGUES ENGINEERING & SURVEYING

CONSULTING ENGINEERS & REGISTERED PUBLIC SURVEYORS
RURAL AND CITY SURVEYING
SUBDIVISION PLANNING AND SURVEYING
P. O. BOX 70 • KERRVILLE, TEXAS 78028

LOUIS DOMINGUES
REG.: 227-7074

CHARLES DOMINGUES
REG.: 898-1988

September 25, 1975

*Released
1/1976 Hu*

Mr. G.E. Lehmann
998 Sidney Baker South
Kerrville, Texas 78028

Field notes for 7.98 acres NE of South Oaks Village out of Original Survey No. 1133;

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising a total of 7.98 acres of land, out of Original Survey No. 1133, C.C.S.D. & R.G.N.O.R.R.Co., Abstract No. 508, patented to Casper Real by Patent No. 129, Volume 42, dated March 24, 1879, and subject tract being more particularly described by metes and bounds as follows, to wit;

BEGINNING at an iron stake in the South right of way line of Texas State Highway No. 16, being the North corner of South Oaks Village a subdivision, plat of which, dated April 3, 1975, is recorded in Volume 4 on Page 31, of the Plat Records of Kerr County, Texas;

THENCE with the South right of way line of Texas State Highway No. 16, N.55°57'E. 171.5 feet, N.73°03'E. 373.1 feet, and N.56°50'E. 110.6 feet to an iron stake, the NW corner of a 100 acre tract Parcel No. Two in deed from Kerr Country Land, Inc. to John F. Jobs by deed dated July 30, 1973 of record in Volume 166 at Page 464 of the Deed Records of Kerr County, Texas;

THENCE with the We. line of said John F. Jobs 100 acre tract, S.15°02'E. 625 feet to an iron stake;

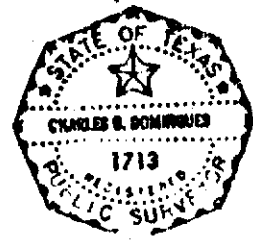
THENCE with the South line of subject tract, S.65°30'W. 464.2 feet to an iron stake in the NE line of said South Oaks Village;

THENCE with the NE line of South Oaks Village, N.32°00'W. 625 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, Licensed State Land Surveyor and County Surveyor of Kerr County, Texas.

Louis Domingues
Louis Domingues
Registered Public Surveyor No.222

Charles B. Domingues
Charles B. Domingues
Registered Public Surveyor No.1713



*Under contract
to Sam Carter
Exhibit "B"*

Ref

LOUIS DOMINGUES

RES. 157-7074

CHARLES DOMINGUES

RES. 486-1088

DOMINGUES ENGINEERING & SURVEYING

CONSULTING ENGINEERS & REGISTERED PUBLIC SURVEYORS

RURAL AND CITY SURVEYING

SUBDIVISION PLANNING AND SURVEYING

P. O. BOX 70 • KERRVILLE, TEXAS 78028

ONE UNCLE SAM AVE.

September 25, 1975

Released

Job No. 1193

Lehmann & Monroe
Kerr County Land, Inc.
Sidney Baker St. South
Kerrville, Texas 78028

Field notes for 3.474 acres between West Creek Hills Section One and South Oaks Village.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas comprising a total of 3.474 acres of land being approximately 2.274 acres out of Original Survey No. 1133, C.C.S.D. & R.G.H.G.R.R.Co., Abstract No. 508 and 1.2 acres out of Original Survey No. 399, John Bloom, Abstract No. 31, and the entire subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake the South corner of South Oaks Village, a sub division of Kerr County, plat of which, dated April 3, 1975, is recorded in Volume 4 on Page 31 of the Plat Records of Kerr County, Texas, for the most Easterly corner of subject tract:

THENCE S 58°00' W, 517.12 feet to an iron stake in the NE line of West Creek Hill Creek Hills Section One, a subdivision of Kerr County plat of which dated August 22, 1973, is recorded in Volume 3 at Page 150 of the Plat Records of Kerr County, Texas, also being the NE line of the 50-foot wide right of way of Cherry Ridge Road;

THENCE with the NE line of Cherry Ridge Road, N. 21°44' W, 126.1 feet and N. 23°10' W, 192.9 feet to an iron stake the most Southerly corner of a 10.665 acre tract surveyed July 15, 1975, for the most Westerly corner of subject tract;

THENCE with SE line of said 10.665 acre tract, N. 60°50' E, 485.7 feet to an iron stake in the SW line of South Oaks Village, the most Easterly corner of said 0.665 acre tract for the most Northerly corner of subject tract;

THENCE with the SW line of South Oaks Village, S. 32°00' E, 292.75 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, Licensed State Land Surveyor and County Surveyor of Kerr County, Texas.

Louis Domingues

Louis Domingues
Registered Public Surveyor No. 222

Charles B. Domingues

Charles B. Domingues
Registered Public Surveyor No. 1713

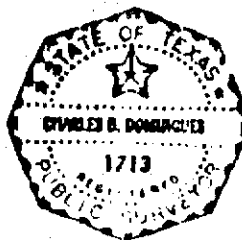


Exhibit "C"

Priour

DOMINGUES & ASSOCIATES, INC.
RURAL AND CITY SURVEYING
SUBDIVISION PLANNING AND SURVEYING
609 SIDNEY BAKER - KERRVILLE, TEXAS 78028
TELEPHONE (512) 896-6900

VOL. 536 PAGE 57

Energy/Land, Inc.
P. O. Box 1589
Kerrville, Texas

October 24, 1989
Job No. 3624

Re: description of 34,500 sq. ft. contracted to H. L. Priour, M. D.

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising 0.79 acres, out of original Survey No. 144, James H. Cocke Abstract No. 95, and being out of that 54.03 acre tract which was conveyed from Charles E. Roberts and wife Anne H. Roberts to Glen Oaks of Kerrville, a Texas Corporation, by deed dated February 15, 1973, of record in Volume 161 at page 444 of the Deed Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake, the east corner of that 5.0 acre tract which was conveyed from W. I. Joy to the Trustees of the First United Methodist Church, by deed dated January 15, 1974, of record in Volume 170 at page 83 of the Deed Records of Kerr County, Texas, being in the south right of way line of State Highway Spur No. 98, Thompson Drive,

THENCE with the southeast line of said 5.0 acre tract, S.42°01'W. 130.0 feet to the west corner of subject tract;

THENCE S.47°59'E. 190 feet to the south corner of subject tract;

THENCE N.42°01'E. plus or minus 231.5 feet to the east corner of subject tract, in the south right of way line of said State Highway Spur No. 98;

THENCE with the south right of way line of said State Highway Spur No. 98, along the arc of a 3° circular curve to the left, in an westerly direction, having a long cord of N.74°W. 111.6 feet to the end of curve,

THENCE continuing with the south right of way line of said State Highway Spur No. 98, N.76°15'W. 104 feet to the place of beginning.

Computed from deed records and description prepared by, Domingues & Associates, Inc., Charles B. Domingues, President, Registered Public Surveyor No. 1713.

Charles B. Domingues
Charles B. Domingues
Registered Public Surveyor No. 1713

Exhibit "D"

RURAL AND CITY SURVEYING
SUBDIVISION PLANNING AND SURVEYING
400 SIDNEY BAKER / KERRVILLE, TEXAS 78028
TELEPHONE (817) 896-8800

PL 136 PAGE 58

Energy Land
P. O. Box 1589
Kerrville, Texas 78028

February 14, 1985
Requested by: Dicky Robertson

Field notes for 29.8 acres, the West part of Tract No. 3 of Bee Caves Ranch, Kerr County, Texas.

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, comprising 29.8 acres, being approximately 24.3 acres out of Original Survey No. 1521, Thomas R. Jennings, Abstract No. 780, and approximately 5.5 acres out of Original Survey No. 1519, C. R. Perry, Abstract No. 789, and being the West part of Tract No. 3 of Bee Caves Ranch, Plat of which is dated May 18, 1978, of record in Volume 4 on Page 120 of the Plat Records of Kerr County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake, set to mark the West corner of said Tract No. 3 and the South corner of Tract No. 4 of said Bee Caves Ranch, being located in the SW fence line of said Bee Caves Ranch,

THENCE with the SE line of said Tract No. 4, the NW line of said Tract No. 3, N.35°18'E. 417.44 feet to an iron stake, the end of a 60 foot wide road, Bee Caves Road;

THENCE with the NW line of said Tract No. 3, the center of said 60 foot wide Bee Caves Road, N.46°16'E. 476.13 feet, N.57°38'E. 442.32 feet and N.61°28'E. 347.52 feet to the most Northerly corner of subject tract;

THENCE with a division line across said Tract No. 3, S.20°19'E. 821.1 feet to an iron stake, a re-entrant corner of said Tract No. 3, being the NW corner of Tract No. 40 of said Bee Caves Ranch;

THENCE with the NW line of said Tract No. 40 and NW line of Tract No. 39, S.25°W. 824.32 feet to an iron stake, the SW corner of said Tract No. 3, in the SW fence line of said Bee Caves Ranch;

THENCE with the SW fence line of said Bee Caves Ranch, N.69°51'W. 1266.4 feet to the place of beginning.

Surveyed on the ground and field notes prepared by Domingues & Associates, Inc., Charles B. Domingues, President, Registered Public Surveyor No. 1713 and Louis Domingues, Vice-President, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222 and a Licensed State Land Surveyor.

Charles B. Domingues

Charles B. Domingues
Registered Public Surveyor No. 1713

Exhibit "E"

Being 3.53 acres of land in Kerr County, Texas out of Survey No. 1903, J. S. Lowrance, Abstract No. 1185, and being out of the NW portion of Tract 125, KERRVILLE SOUTH II Subdivision as recorded in Vol. 4 on Page 64 of the Plat Records of Kerr County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron stake, the West corner of said Tract 125 in the center line of a 60 foot wide road easement known as "Codrington Dr.", same being the West corner of the herein described 3.54 acre tract;

THENCE with the center line of said "Codrington Dr.", S 47° 39' E, 236.35 feet and S 28° 06' E, 129.00 feet to a 1/2 inch iron stake;

THENCE N 46° 46' E, 459.82 feet to a 1/2 inch iron stake set in existing fence;

THENCE with fence, N 44° 51' W, 350.00 feet to a 1/2 inch iron stake;

THENCE S 48° 09' W, 434.65 feet to the place of BEGINNING, containing 3.53 acres of land.

THE STATE OF TEXAS
COUNTY OF KERR

I, Paul L. Bushong, Registered Professional Engineer No. 38177, and Registered Public Surveyor No. 2340, do hereby certify that the above property description was prepared from an actual survey made on the ground under my supervision, and it is true and correct.



Paul L. Bushong
Registered Public Surveyor No. 2340
March 17, 1980

Exhibit "F"

Being 12.33 acres of land in Kerr County, Texas out of Survey No. 1, B.S.&F., Abstract No. 65, and being out of the West part of Tract 110, Hidden Valley Ranch Section Two as recorded in Vol. 4, Page 39 of the Plat Records of Kerr County, Texas and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron stake in the North line of said Tract 110, said stake being N 45° E, 1498.0 feet from the West corner of said Survey No. 1, for the N.W. corner of said Tract 110 and the N.W. corner of this tract of land;

THENCE from 1/2 inch iron stake to 1/2 inch iron stake as follows:

S 23° 54' E, 565.1 feet;
S 32° 03' W, 101.8 feet;
S 71° 01' E, 571.6 feet;
N 68° 56' E, 99.7 feet; and
N 59° 42' E, 109.4 feet; for the S.E. corner of this tract;

THENCE N 33° 08' 44" W, 610.60 feet to a 1/2 inch iron stake;

THENCE N 05° 55' 42" W, 702.27 feet to a 1/2 inch iron stake, for the N.E. corner of this tract;

THENCE S 44° 54' W, 700.1 feet to the place of BEGINNING, containing 12.33 acres of land.

THE STATE OF TEXAS
COUNTY OF KERR

I, Paul L. Bushong, a registered professional engineer, do hereby certify that the above property description was prepared from an actual survey made on the ground under my supervision and that it is true and correct.



Paul L. Bushong, R.P.E.
P.E. No. 38177
August 16, 1976

Exhibit "G"

GENERAL RELEASE OF ASSESSMENT LIENS

K. S. II OWNERS' ASSOCIATION, INC.

WHEREAS, K. S. II OWNERS' ASSOCIATION, INC. has heretofore recorded certain Assessment Liens against various lots in the KERRVILLE SOUTH II subdivision. The Corporation, K. S. II OWNERS' ASSOCIATION, INC., is in the process of being dissolved.

KNOW THEREFORE ALL MEN BY THESE PRESENTS THAT:

K. S. II OWNERS' ASSOCIATION, INC. does hereby release and discharge all Assessment Liens heretofore claimed, executed or recorded by such Corporation.

Neither this Release, nor any other action of the Corporation, including its dissolution, shall ever be held to be a waiver of, or estoppel to, the validity or enforcement of the subdivision restrictions. On the contrary, such restrictions are presently valid, enforceable, and the same may be enforced by any owner, or by an owners' association to be formed in the future.

SIGNED this 14 day of November, 1989.

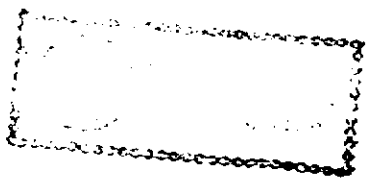
K. S. II OWNERS' ASSOCIATION, INC.

Alvin R. Tolstad

Alvin R. Tolstad, President

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 14 day of Nov, 1989, by ALVIN R. TOLSTAD, President of K. S. II OWNERS' ASSOCIATION, INC., a Texas Corporation, on behalf of said corporation.



Loretta J. Shawver
Notary Public, State of Texas

Printed Name _____
My Commission Expires: _____

ASSESSMENT LIEN VOL. 488 PAGE 649

WHEREAS, the Original Restrictions and Covenants applicable to Kerrville South II provided for the charging of assessments against the property owners therein and the fixing of a lien if unpaid; and

WHEREAS, the below described owner and land have been given notices of assessments but have failed to make timely payment thereof,

NOW THEREFORE KNOW ALL MEN BY THESE PRESENCE:

That KSII Owners Association, Inc. does hereby declare and fix an assessment lien in the following amounts, against the following described property as the personal liability of the following described owner:

Name of Owner and Address: Raul & Juan Arredondo
158 Marshall Dr.
Kerrville, Tx. 78028

Property Description: Kerrville So. II Lot 17

Years of assessments: May 15 1984 - May 15 1988

Principal Amount Now Due: 3140.48

Interest Now Due: \$ 5.94

Rate of Interest running for the future: 10%

A copy of this Assessment Lien has this day been mailed to the said owner at the above address.

EXECUTED this 2nd day of November, 1988.

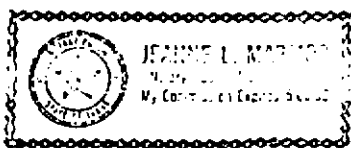
3rd Nov 88
1000
KSII
Assoc.
Association

KS II Owners Association

By: Alvin R. Tolstad - pres.
Viola Morgan
 Alvin R. Tolstad- President
 Viola Morgan- Sect. Treas

STATE OF TEXAS)
COUNTY OF KERR)

On this the 2nd day of November, 1988, Alvin R. Tolstad & Viola Morgan of KSII Owners Association, Inc., appeared before me, subscribed to the foregoing, and upon oath stated that the foregoing statements were true and correct and that he/she executed the same in the capacity therein stated and for the purposes and considerations therein.



Jeanne L. Morgan
 Notary Public in and for
 Kerr County, Texas
 My Commission expires: 5/6/92

Return to
K.S. II Owners Association
624 Kerrville So. Dr.

RECORDED IN Real Property
FILE DATE: Nov. 3, 1988
FILE TIME: 9:11 O'CLOCK AM
VOL. 488 PAGE 649
RECORDING DATE

NOV 8 1988



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY [Signature] Deputy

Any provisions herein which restrict the sale rental or use of the described real property because of color of race is invalid and unenforceable under Federal Law (42 U.S.C. 1981) STATE OF TEXAS) COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County Texas on

NOV 8 1988



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

INDEXED
CORIPARED