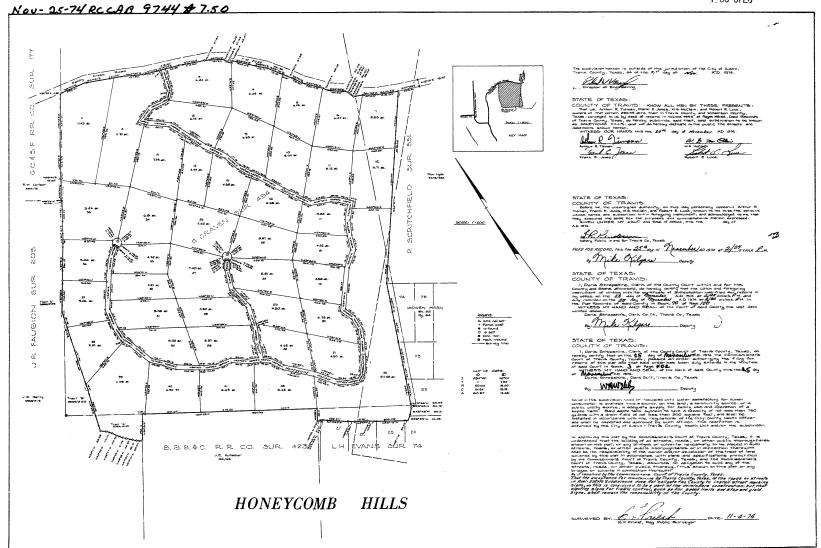
1-05-8726



(5)

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS	JM 21-7425 7421	*	6.50	98-3715
) KNOW ALL	MEN	BY THESE	PRESENTS:
COUNTIES OF TRAVIS)			
AND WILLIAMSON	j			

That DON LYDA of the County of Travis and State of Texas, not joined herein by his spouse since none of the hereinafter described property constitutes homestead, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantees of their one certain promissory note of even date herewith, in the principal sum of TWO HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$221,920.00), payable to the order of Grantor in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to MICHAEL L. COOK, Trustee, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto ROBERT E. LUCE, ARTHUR R. TIEMAN, FRANK E. JONES, and W. G. McCLAIN, all of the County of Travis and State of Texas, all of the following described real property in Travis and Williamson Counties, Texas, to-wit:

That certain 292 acres of land more specifically described in Exhibit A attached hereto.

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 Grantees, their successors and assigns forever; and Grantor does hereby bind himself, his heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DEED RECORDS

Section 40

4953 398

98-3716

But it is expressly agreed that the VENDOR'S LIEN, as well as the superior title in and to the above-described premises, is retained against the above-described property, premises and improvements until the above-described note and all interest thereon are fully paid according to the fact, tenor, effect and reading thereof, when this Deed shall become absolute.

This conveyance is made and accepted subject to the follow-ing:

- (a) An undivided 1/32 non-participating royalty interest in and to all the oil, gas and other minerals reserved by Hattie Fielding in Warranty Deed to J. R. Polvado, et ux, dated August 25, 1967, and recorded in Volume 501, Page 344, Deed Records of Williamson County, Texas, and in Volume 3342, Page 1228, Deed Records of Travis County, Texas, said reservation to continue for a period of twenty-five (25) years from date and as long thereafter as the production of oil, gas and other minerals in paying quantities continues;
- (b) Oil and gas lease dated February 27, 1969, executed by Don Lyda, et ux, to Shell Oil Co., recorded in Volume 3639, Page 1123, Deed Records of Travis County, Texas, and in Volume 516, Page 310, Deed Records of Williamson County, Texas, for a primary term of five (5) years;
- (c) During the term of the aforementioned promissory note executed and delivered by Grantees as part consideration for this conveyance, the above-described property shall be and is hereby restricted against the placement thereon of any mobile home or trailer house, whether or not such is permanently affixed to the ground; and
- (d) There is hereby reserved unto Grantor, his heirs and assigns, an undivided one-sixteenth (1/16th) royalty interest in and to all of the oil, gas and other minerals in and under

and that may be produced from the above-described property. It is understood and agreed that Grantor, his heirs and assigns, shall not participate in the making of any oil, gas or mineral lease covering said property, nor shall he participate in any bonus or bonuses which may be paid for any such lease, nor shall he participate in any rental or shut-in gas well royalty to be paid under any such lease.

EXECUTED this 10 day of June

, 1974.

Don Lyda

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared DON LYDA, 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 on this the 2011 day of 1974.

Notary Public in and for Travis

County, Texas

My Commission Expires:

NOTARY SEAL

FIELD NOTES FOR 292.00 ACRES OF LAND LYING PARTLY WITHIN TRAVIS COUNTY, TEXAS, AND PARTLY WITHIN WILLIAMSON COUNTY, TEXAS, AND PARTLY WITHIN WILLIAMSON COUNTY, TEXAS, AND PARTLY WITHIN WILLIAMSON COUNTY, THE J.S. THE D. COLUTY, TEXAS, THE D. COLUTY, TEXAS, THE D. C.C. AND S.F.R.R. CO. SURVEY NO. 177, SAID 292.00 ACRES OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT ALSO ALL OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS TRACT ALSO ALL OF THOSE CERTAIN TRACTS OF LAND BEING ALSO ALL OF THOSE CERTAIN TRACTS OF LAND BEING ALSO ALL OF THOSE CERTAIN TRACTS OF LAND BEING ALSO ALL OF THOSE CERTAIN TRACTS OF TRAVIS COUNTY, TEXAS, AND BEING ALSO ALL OF THOSE CERTAIN TRACTS OF TRAVIS COUNTY, TEXAS, AND TRACT "C" IN A DEED TO DON LYDA OF RECORD IN VOLUME 3449 AT ALL OF THOSE CERTAIN TRACTS OF TRAVIS COUNTY, TEXAS, AND TRACT "C" IN A DEED TO DON LYDA OF RECORD IN VOLUME 3449 AT ALL OF THOSE CERTAIN TRACTS AND BEING ALL OF TRAVIS AND BEING ALL OF TRAVIS AND BEING ALL OF TAXAS, AND TRACT "C" IN A DEED TO DON LYDA OF RECORD IN VOLUME 3449 AT ALL OF THOSE CERTAIN TRACTS AND BEING ALL OF LAND SURVEY AND BEING ALL OF LAND SURVEY. TEXAS, AND SURVEY AND SUR

BECINNING at an iron pin found at the northwest corner of Lot 74, Hidden Mess, a subdivision of record in Book 62 at Page 94, of the Plat Records of Travis County, Texas, which point of beginning is an interior ell corner of that certain tract of land described in a deed to Don Lyda of record in Volume of Land accribed in a deed Records of Travis County, Texas; 3449 at Page 924, of the Deed Records of Travis County, Texas;

THENCE, with a fence, S20° 18°W 647.60 feet to an iron pin found at the southwest corner of Lot 74, same being the northwest corner of Lot 73, Hidden Mesa;

THENCE, with a fence, S19° 59°W 407.73 feet to an iron pin found at the southwest corner of Lot 73, same being the northwest corner of Lot 70, Hidden Mesa;

Lograntur two (S) contaes;
THENCE, with a fence in a southwesterly direction with the

(I) SIO 07.W 249.41 feet to a 60d nail set;

(2) 529° 33°W 33.85 feet to a 60d nail set on an agreed boundary line which agreement is of record in Volume 1318 at Page 305, Deed Records of Travis County, Texas;

THENCE, following said agreed boundary line, and following the division line between the said Cravens Survey and the L.H. Evans Survey No. 74, N60° S5'W 1009.57 feet to a steel pin at the northwest corner of the said Evans Survey same being the most northerly northeast corner of the B.B.B. and C.R.R. Co. Survey No. 423, also being the northeast corner of a tract Survey No. 423, also being the northeast corner of a tract of land described in a deed to J.E. Kutscher of record in volume 1321 at Page 65, Deed Records of Travis County, Texas;

THENCE, with the south line of the said Cravens Survey, the north line of the said B.B.B. and C.R.R. Co. Survey No. 423, and the north line of the said Kutscher tract, and an agreed boundary line as described in an instrument of record in Volume 1318 at Page 301, Deed Records of Travis County, Texas; N60° 25°W 1860.56 feet to a steel pin at the northwest corner of the said Kutscher tract, the northwest corner of the said Kutscher tract, the northwest corner of the said Kutscher tract, the northwest corner of the J.R.

Dears, N60. 25'W 800.28 feet; stake at the southwest corner of the said Cravens Survey County, Texas, and from which steel pin a rock mound and iron record in Volume 3955 at Page 2129, Deed Records of Travis tract of land described as Tract A, in a deed to Don Lyda of Faubion Survey No. 205, same being the northeast corner of a

said Tract A; to a mail in a corner fence post at the southeast corner of 205 and the east line of said Tract A, 530. 31.W 290.14 feet Survey, an east line of the said J.R. Faubion Survey No. THENCE, with the west line of the said B.B.B.&C.R.R.Co.

seven (7) courses; THENCE, with the south line of said Tract A, the following

59.57 feet to a 60d nail set; 38.12 feet to a 60d nail set; 66.38 feet to a 60d nail set; Mage a Etan NATO SOOM M. It . 65N (I)

N48 33 W 41.05 feet to a 60d nail set; 198 Lian bob a ot 1993 60.52 W 123.96 feet to a 60d nail set;

M. TT . OSN (2) N44. 45.W 69.70 feet to a 60d nail set; and

said Tract A; west corner of this tract, same being the southwest corner of Seet to a 60d nail set at the south-

NI3. 19'E 896.84 feet to a 60d nail set; (I) MI3. 25°E 462.08 feet to an iron pin sets esaterly direction with the following four (4) courses; Page 2129, Deed Records of Travis County, Texas, in a north-B and the west line of Tract C, as described in Volume 3955 at THENCE, with the west line of Tract A, the east line of Tract

(4) N3I. 36.E 736.59 feet to a fence post; and (4) N3I. 57.E 457.47 feet to a fence corner post;

18, of the Deed Records of Travis County, Texas; veyed to R.W. Carlson by deed of record in Volume 2601 at Page post at the southeast corner of that certain tract of land con-THENCE, With a fence, N48. 24.W 10.08 feet to a fence corner

THENCE, with the east line, as fenced, of the said Carlson

tive (5) courses; tract of land in a northeasterly direction with the following

Wil tire 534.16 feet to a fence post; and (3) N30. 38.E 363.63 feet to a 60d nall set; NS9. #6.E 42.62 feet to a 60d nail set; N30. 46'E 221.46 feet to a 60d nail set;

ner of this tract; line of Sandy Creek Road, and which point is the northwest cor-2,88 feet to an iron pin set on the south (2) k30. 58.E

esaferly direction with the following twenty-six (26) courses: THENCE, with the south line as fenced, of Sandy Creek, Road,

PIELD YOTES

0372-86

```
containing 292,00 acres of land.
    land, 534° 38°W 2078.13 feet to the POINT OF BECINNING and
   THENCE, with the west line of the said Don Lyda tract of
           concrete monument found bears S70° 39'E 226.51 feet;
  the sforesaid Don Lyda tract of land, and from which point a
 east corner of this tract, same being the northwest corner of
(26) 567° 13°E 219.90 feet to an iron pin set at the north-
              sel 45°E 157.69 feet to an iron pin set;
              98.04 feet to an iron pin set;
                                                 2080 450E
                                                             (77)
               SS.55 feet to a 60d nail set; 36.25 feet to a 60d nail set;
                                                 2500 70.E
                                                             (23)
                                                 216. 33.E
               21.86 feet to a 60d nail sets
                                                 227° 59°E
               33.03 feet to a 60d nail set;
                                                 243. 00.E
                                                             (50)
               SAZO 34°E 58.62 feet to a 60d nail set;
                                                             (61)
               S43° 29°E 230.69 feet to a 60d nail set;
                                                             (LI)
               SJI. SeE 109.54 feet to a 60d nail set;
               1798 feet to a 60d nail set;
                                                 2410 SO.E
              S48° 26'E 115.71 feet to a 60d nail set;
S35° 26'E 231.38 feet to an iron pin set;
                                                             (13)
(15)
              Sh5° 52'E 23.47 feet to an iron pin set; 54'S 54'E 260.64 feet to a 60d nail set;
               1192 lien bod a of 1991 40.70
                                                 2000 P3.E
               26.22 feet to a 60d nail set;
                                                 2530 It.E
                                                             (6)
              557° 50°E 154.35 feet to an iron pin set;
               57.54 feet to a 60d nail set;
                                                 291. 19.E
               Syo. Ou'E 272,56 feet to a 60d nail set;
               sy4° 02°E 218,40 feet to a 60d nail set;
               S72° 00'E 171.01 feet to a 60d nail set;
               1492 Lisn bod a of 1991 88.791 3'06 9432
              5/7° 21'E 421,09 feet to an iron pin set;
               SSI 26'E 298.61 feet to a 60d nail set;
```

DrTE 5-30-74

Reg. Public Surveyor

LIEID NOTES BY

FILED

Jun 21 3 14 PM '74

COUNTY CLERK TRAVIS COUNTY, TEXAS

COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stanned hereon by me, on

JUN 21 1974

Dario Shapstire

COUNTY CLERK
TRAVIS COUNTY, TEXAS

Marge fretuent

THE STATE OF TEXAS I M -5-75#5 COUNTY OF TRAVIS Y

5.50 097

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert E. Luce, Arthur R. U9-6232

Tieman, Frank E. Jones and W.G. McClain, being owners of the following described property, to-wit:

> Lots One (1) thru Thirty Four (34), Thirty Six (36) thru Forty Three, (43), HONEYCOMB HILLS, a subdivision in Williamson and Travis Counties, recorded in Book 70, Page 100, Plat Records of Travis County, Texas, to which reference is here made for all purposes:

and we, as owners, for the purpose of establishing and maintaining a general plan and building scheme uniform over the entire addition herein created for the protection and benefit of all owners of any lot or lots in said addition hereafter, we hereby charge each and all of the lots in said addition, as shown on said plan, and do fix and establish the following as conditions and restrictions on the use, occupancy, and sale of any such lot or lots:

- 1.USE: All tracts shall essentially be used for residential purposes and no tract in the subdivision shall be used for retail or commercial purposes, except lots numbers one (1) thru number seven (7).
- 2. Permanent Homes: All permanent type homes must be of all new construction and contain a minimum of twelve hundred (1200) square feet of living area, exclusive of garages, carports and porches.
- 3. MOBILE HOMES: No mobile homes will be permitted to be used temporarily or permanently on any tract of land.
- 4. NO PREFABRICATED Metal sectional-constructed type home will be permitted to be used temporarily or permanently as a residence on any tract of land in this subdivision.
- SEPARATE STRUCTURES: Any detached building, garage, carport, shed or structure or addition to the main residence must be of all new material and be of equal construction and architectural design as the residence. Any variation from this restriction must have prior written approval of the developers, their heirs or assigns.
- 6. TEMPORARY STRUCTURES: No trailer, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently.
- 7. COMPLETION TIME: Any dwelling commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six (6) months from the commencement of construction. No building material of any kind shall be placed or stored upon any tract until the owner is ready to commence construction.
- 8. SETBACK REQUIREMENTS: No buildings or structures of any kind, except fences, shall be located on any tract closer than Fifty (50) feet to any tract property line which abuts a street, nor closer than ten (10) feet to any side or back property line.

9. FENCES: All fencing shall be chain link, wood, or such other similar type that will not detract from the appearance of the development. Variations from this requirement may be granted in individual cases when the developers, their heirs or assigns, in their sole discretion, approve any other type fence in writing, prior to its erection.

- 10. REPAIR AND UPKEEP: All structures placed on any tract in the subdivision, including the main residences or any other structure, must be painted and maintained in a reasonable neat manner. No unsightly or unsanitary conditions shall be allowed to exist on any tract which in the opinion of the developers, their heirs or assigns, shall detract from the over-all attractiveness of the subdivision; and the developers, their heirs or assigns, shall have the right in injunction and other legal means to prevent such condition.
- 11. <u>LIVESTOCK AND PETS</u>: No pigs or hogs shall be housed or kept on any tract of land/commercial raising of noultry is prohibited and no feed lot shall be maintained. Horses, cattle, dogs, cats or any household pet may be kept, provided they are not kept, bred or maintained for any commercial purposes.
- 12. SEWAGE: No residence shall be permitted unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Williamson and Travis County Health Department.
- or salvage yard will be allowed on any lot or tract in the subdivision; outside storage (other than building materials for immediate use) shall not be allowed; no automotive vehicle will be allowed to remain in any tract in the subdivision which is not Running and driving condition for longer than thirty (30) days. No tract in the subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from the street.
- 14. No tract or any part of a tract of land in this subdivision shall ever be used as a roadway whereby access to the roads in this subdivision can be reached from any adjoining land to this subdivision. A driveway is allowed which is a driveway in the ordinary sense of the word, and shall be used only as an access to the garage or other improvements. No easement or license shall ever be created on any tract in this subdivision for the purpose of ingress and egress to and from any tract in this subdivision to any land adjoining this subdivision.
- 15. No tract or part of a tract of land in this subdivision shall ever be used in any manner whatsoever which would create an access from property adjoining this subdivision to the road ways in this subdivision.
- 16. Developers hereby reserve the right to themselves, their heirs and assigns, to create a roadway if they themselves obtain adjoining property.
- 17. NOXIOUS ACTIVITY: No noxious or offensive activity shall be carried on or maintained on any tract in the subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.
- 18. HUNTING: No Hunting of Deer or wild game will be permitted on any tract of land in the subdivision.

- 19. FUTURE PURCHASERS: Without regard to whether or not such are recited in conveyance or referred to in conveyances, these covenants, conditions and restrictions shall be deemed covenants, conditions and restrictions shall be deemed covenants running with the land and shall remain in full force and effect, unless altered or modified by the developers, their heirs or assigns, as provided above until January 1, 1990. Thereafter, said restrictions shall remain in full force and effect for subsequent ten (10) year periods, unless the owners of the legal title to fifty-one per cent (51%) of the tracts in the subdivision elect to change or alter the same. the subdivision elect to change or alter the same.
- 20. ENFORCEMENT: All covenants and restrictions shall be binding upon all persons buying any tract of land in the subdivision, their successors, heirs or assigns, and said covenants and restrictions are for the benefit of all owners of nearby and adjoining tracts. If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them. it shall be lawful for the developers, their heirs or assigns, or any person owning any interest in any of the tracts. or assigns, or any person owning any interest in any of the tracts including a mortgage interest, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions, either to prevent or to correct such violation, and to recover damages or other relief for such violation.
- 21. INVALIDATION: Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

This is to certify that we, ROBERT E. LUCE, ARTHUR R. TIEMAN, FRANK E. JONES and W.G. McCLAIN as the owners of the property herein described, do hereby apply the above described restrictions to said land.

EXECUTED this the 27 day of Jebramy,

LUCE

ARTHUR

THE STATE OF TEXAS I

1 09-6235

COUNTY OF TRAVIS I

Before me, the undersigned authority,

on this day personally appeared

ROBERT E. LUCE, 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 on this the $\frac{27}{}$

NOTARY SEAL Notary Public in and for

THE STATE OF TEXAS I

COUNTY OF TRAVIS I Before me, the undersigned authority, on this day personally appeared

ARTHUR R. TIEMAN, 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 on this the day of March, 1975.

NOTARY SEAL

County, Texas

THE STATE OF TEXAS I

COUNTY OF TRAVIS I Before me, the undersigned authority, on this day personally appeared

FRANK E. JONES, 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 on this the 27

day of telemany, 1975.

NOTARY SEAL

THE STATE OF TEXAS I

1 09-6236

COUNTY OF TRAVIS I

Before me, the undersigned authority, on this day personally appeared

W. G. MCCLAIN, 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 on this the

day of March. 1975.

NOTARY SEAL

Notary Public in and for Travis

County, Texa;

WARE OF SERVICE

COUNTY OF THUS

If thereby certify that this instrument was FILED on the date and at the time stemped hereon by me; and was duly REGRIDED, in the Yolume and Page of the named RECORDS of Report County, Zerkie, as Stamped hereon by me, on

MAR 5 1975

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

MAR 5 11 34 AH '75

TRAVIS COUNTY TEXAS

THE STATE OF TEXAS ()

COUNTY OF TRAVIS ()
COUNTY OF WILLIAMSON ()

The same of the sa

KNOW ALL MEN BY THESE PRESENTS:

That we, ROBERT E. LUCE, ARTHUR R.

والمطالعة فالمتعددة والمطالعة والمطالعة فالمتعددة والمطالعة والمتعددة والمتع

TIEMAN, and W. G. MCCLAIN, being owners of the following described property, to-wit:

That certain 218.97 acres of land more specifically described in Exhibit "A" attached hereto.

and we, as owners, for the purpose of establishing and maintaining a general plan and building scheme uniform over the entire addition herein created for the protection and benefit of all owners of any lot or lots in said addition hereafter, we hereby charge each and all of the lots in said addition, as shown on said plan, and do fix and establish the following as conditions and restrictions on the use, occupancy, and sale of any such lot or lots:

- 1. USE: All tracts shall essentially be used for residential purposes and no tract in the subdivision shall be used for retail or commercial purposes.
- 2. PERMANENT HOMES: All permanent type homes must be of all new construction and contain a minimum of FIFTEEN HUNDRED (1500) square feet of living area, exclusive of garages, carports and porches.
- 3. MOBILE HOMES: NO MOBILE HOMES will be permitted to be used temporarily or permanently on any tract of land.
- 4. SEPARATE STRUCTURES: Any detached building, garage, carport, shed or structure or addition to the main residence must be of all new material and be of equal construction and architectural design as the residence. Any variation from this restriction must have prior written approval of the developers, their heirs and/or assigns.
- 5. NO PREFABRICATED Metal sectional-constructed type home will be permitted to be used temporarily or permanently as a residence on any tract of land in this subdivision.
- 6. TEMPORARY STRUCTURES: No trailer, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently.
- 7. COMPLETION TIME: Any dwelling commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six (6) months from the commencement of construction. No building material of any kind shall be placed or stored upon any tract until the owner is ready to commence construction.
- 8. SETBACK REQUIREMENTS: No buildings or structures of any kind, except fences, shall be located on any tract closer than Fifty (50) feet to any tract property line which abuts a street, nor closer than ten (10) feet to any side or back property line.

- 9. FENCES: All fencing shall be chain link, wood, or such other similar type that will not detract from the appearance of the development. Variations from this requirement may be granted in individual cases when the developers, their heirs or assigns, in their sole discretion, approve any other type fence in writing, prior to its erection.
- 10. REPAIR AND UPKEEP: All structures placed on any tract in the subdivision, including the main residences or any other structure, must be painted and maintained in a reasonable neat manner. No unsightly or unsanitary conditions shall be allowed to exist on any tract which in the opinion of the developers their heirs or assigns, shall detract from the over-all attractiveness of the subdivision; and the developers, their heirs or assigns, shall have the right in injunction and other legal means to prevent such condition.
- 11. LIVESTOCK AND PETS: No pigs or hogs shall be housed or kept on any tract of land/commercial raising of poultry is prohibited and no feed lot shall be maintained. Horses, cattle, dogs, cats or any household pet may be kept, provided they are not kept, bred or maintained for any commercial purposes.
- 12. SEWAGE: No residence shall be permitted unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Williamson and Travis County HEALTH Department.
- 13. OLD CARS AND TRASH: No wrecking yard, junk yard or salvage yard will be allowed on any lot or tract in the subdivision; outside storage (other than building materials for immediate use) shall not be allowed; no automotive vehicle will be allowed to remain in any tract in the subdivision which is not running and driving condition for longer than thirty (30) days. No tract in the subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from the street.
- 14. No tract or any part of a tract of land in this subdivision shall ever be used as a roadway whereby access to the roads in this subdivision can be reached from any adjoining land to this subdivision. A driveway is allowed which is a driveway in the ordinary sense of the word, and shall be used only as an access to the garage or other improvements. No easement or license shall ever be created on any tract in this subdivision for the purpose of ingress and egress to and from any tract in this subdivision to any land adjoining this subdivision.
- 15. No tract or part of a tract of land in this subdivision shall ever be used in any manner whatsoever which would create an access from property adjoining this subdivision to the road ways in this subdivision.
- 16. Developers hereby reserve the right to themselves, their heirs and assigns, to create a roadway if they themselves obtain adjoining property.
- 17. NOXIOUS ACTIVITY: No noxious or offensive activity shall be carried on or maintained on any tract in the subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.
- 18. $\underline{\text{HUNTING}}$: No Hunting of Deer or wild game will be permitted on any tract of land in the subdivision.

Page 3

- 19. FUTURE PURCHASERS: Without regard to whether or not such are recited in conveyance or referred to in conveyances, these covenants, conditions and restrictions shall be deemed covenants running with the land and shall remain in full force and effect, unless altered or modified by the developers, their heirs or assigns, as provided above until January 1, 1998 Thereafter, said restrictions shall remain in full force and effect for subsequent ten (10) year periods, unless the owners of the legal title to fifty-one per cent (51%) of the tracts in the subdivision elect to change or alter the same.
- 20. ENFORCEMENT: All covenants and restrictions shall be binding upon all persons buying any tract of land in the subdivision, their successors, heirs or assigns, and said covenants and restrictions are for the benefit of all owners of nearby and adjoining tracts. If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions or any of them, it shall be lawful for the developers, their heirs or assigns, or any person owning any interest in any of the tracts including a mortgage interest, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions, either to prevent or to correct such violation, and to recover damages or other relief for such violation.
- 21. INVALIDATION: Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

This is to certify that we, ROBERT E. LUCE, ARTHUR R. TIEMAN, and W. G. MCCLAIN as the owners of the property herein described, do hereby apply the above described restrictions to said land.

EXECUTED THIS THE

day of

1977.

ROBERT/E. LUCE

ARTHUR R. TIEMAN

W. G. MCCLAIN

RESTRICTIONS

THE STATE OF TEXAS ()

COUNTY OF TRAVIS () Before me, the undersigned authority, on this day personally appeared

ROBERT E. LUCE, 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.

GIYEN UNDER MY HAND AND SEAL OF OFFICE on this the

THE STATE OF TEXAS ()

COUNTY OF TRAVIS () Before me, the undersigned authority, on this day personally appeared

ARTHUR R. TIEMAN, 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 on this the

County, Texas

THE STATE OF TEXAS ()

OF TRAVIS () Before me, the undersigned authority, COUNTY

on this day personally appeared

W. G. MCCLAIN, 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.

GFYEN UNDER MY HAND AND SEAL OF OFFICE, on this the

Notary Public in and for

County, Texas

FIELD NOTES FOR 218.97 ACRES OF LAND OUT OF THE ANDREW HAMILTON SURVEY NO. 513, THE POLLY SCRITCHFIELD SURVEY NO. 551, AND THE GEORGE CRAVEN SURVEY NO. 494 IN TRAVIS AND WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO DON LYDA OF RECORD IN VOLUME 3449 AT PAGE 924 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, WHICH TRACT OF LAND CONTAINING 218.97 ACRES IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin set at a corner fence post, at the point of intersection of the west fence line of Nameless Road with the south fence line of Sandy Creek Road, said iron stake being at the northeast corner of the said Don Lyda Tract;

THEMCE, with the south line of Sandy Creek, Road, N59° 35°W 23.09 feet to a concrete right-of-way marker found;

THENCE, continuing with the south line of Sandy Creek Road, N59° 08°W 991.67 feet to a concrete right-of-way marker found at the point of curvature of a curve whose radius is 1944.87 feet;

THEMCE, following the said curving south line of Sandy Creek Road to the right, an arc distance of 249.49 feet, the chord of which arc bears N55° 27'W 249.32 feet to a concrete right-of-way marker found at the point of tangency of said curve:

THENCE, continuing with the south line of Sandy Creek Road, N51° 47°W 347.20 feet to a concrete right-of-way marker found at the point of curvature of a curve whose radius is 1105.92 feet;

THENCE, following said curving line to the left, an arc distance of 596.91 feet, the chord of which arc bears N67° 10°W 589.69 feet to a concrete right-of-way marker at the point of tangency of said curve;

THENCE, continuing with the south right-of-way line of Sandy Creek Road, N82° 43!W 422.06 feet to a concrete right-of-way marker found at the point of curvature of a curve whose radius is 5837.65 feet;

THENCE, following said curving south line of Sandy Creek Road, to the right, an arc distance of 280.19 feet, the chord of which arc bears N81 20 W 280.16 feet to a concrete right-of-way marker found at the point of tangency of said curve;

CONTRACTOR VISION

FIELD MOTES PAGE TWO

THENCE, continuing with the south right-of-way line of Sandy Creek Road, N79° 58'W 395.50 feet to a concrete right-of-way marker found at the point of curvature of a curve whose radius is 1949.85 feet;

THENCE, following the said curving south line of Sandy Creek Road, to the right, an arc distance of 322.66 feet, the chord of which arc bears N75° 05'W 322.29 feet to a concrete right-of-way marker at the point of tangency of said curve;

THEMCE, continuing with the south right-of-way line of Sandy Creek Road, N70° 38°W 226.05 feet to an iron stake found at the northeast corner of Lot 7, Honeycomb Hills, a subdivision of record in Book 70 at Page 100 of the Plat Records of Travis County, Texas;

THENCE, with the east line of Honeycomb Hills, \$34° 37'W at 600.00 feet pass an iron stake found at the common corner of Lots 7 and 12 of said Honeycomb Hills, at 1250.00 feet pass an iron stake found at the common corner of Lots 12 and 43 of said Honeycomb Hills, at 1968.13 feet pass an iron stake found, in all a distance of 2078.68 feet to an iron stake at the southwest corner of this tract, and the morthwest corner of Lot 74 of Hidden Mesa, a subdivision of record in Book 62 at Page 94 of the Plat Records of Travis County, Texas;

THENCE, with the north line of Hidden Mesa, S58° 58'E 285.41 feet to an iron stake on the common corner of Lots 74 and 75; S58° 49'E 200.05 feet to an iron stake at the common corner of Lot 75 and 76; S59° 06'E 217.25 feet to an iron stake found at the common corner between Lots 76 and 77; S59° 40'E 115.91 feet to an iron stake found at an angle point in the north line of said Lot 77; S58° 41'E 102.42 feet to an iron stake found at the common corner between Lots 77 and 78; S58° 37'E 217.67 feet to an iron stake found at the common corner between Lots 77 and 80; S59° 05'E 217.72 feet to an iron stake found at the common corner between Lots 79 and 80; S59° 05'E 217.72 feet to an iron stake found at the common corner between Lots 80 and 81;

THENCE, with the north line of Lot 81, S58 • 53 E 405.31 feet to an iron stake found;

THENCE, S58* 09'W 8.17 feet to an iron stake found:

THENCE, with the north line of Lot 81, S58 \circ 58 \circ 687.02 feet to an iron stake found at a common corner between Lots 81 and 83 of said Hidden Mesa;

FIELD MOTES PAGE THREE

THENCE, S59* 04°E 745.81 feet to an iron stake found at the northeast corner of said Lot 83, same being the northwest corner of a tract of land described in a deed to M.J. and J.L. Wright of record in Book 2726 at Page 301 of the Deed Records of Travis County, Texas;

THENCE, with the north line of said Wright Tract, S60° 17°E 349.81 feet to an iron stake found at the northeast corner of the said Wright Tract, in the west line of Nameless Road;

THENCE, with a fence, along the west line of Nameless Road, N35° 32'E 174.09 feet to an iron stake; N31° 26'E 285.10 feet to an iron stake; N36° 18'E 74.73 feet to an iron stake; N55° 22'E 63.01 feet to an iron stake; N73° 06'E 82.65 feet to an iron stake; N59° 36'E 52.38 feet to an iron stake; N28° 05'E 52.95 feet to an iron stake; N22° 40'E 77.48 feet to an iron stake; N30° 51'E 829.27 feet to an iron stake; and N30° 49'E 1000.02 feet to the POINT OF BEGINNING.

SURVEYED BY B.F. Priest, Reg. Public Surveyor



THE STATE OF TE County of William that the foregoing instrur	son I Dick Ce	its certificate of authen		
on the 6th day of	Sept:	11:00	o'clockM., and d	uly recorded this
the 6th day of	Sept.	77. 3:15		
Deed		Records of said Cou	unty, in Vol	771
WITNESS MY I the date is	IAND and seal of the	County Court of said	County, at office in G	corgetown, Texas,
By Kathy I	Deputy	DICK CERV	JENKA, CLERK, County Court, Williams	on County, Texas

AMENDMENT TO RESTRICTIVE COVENANTS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF TRAVIS & WILLIAMSON

WHEREAS, the below described property (hereinafter called the "Property"), is subject to those certain restrictive covenants, as set forth in the instrument recorded in Volume 681, Page 771, Deed Records, Williamson County, Texas, (the "Restrictions") said Property being described as follows:

BEING 218.97 acres of land, more or less, out of the ANDREW HAMILTON SURVEY NO. 513, the POLLY SCRITCHFIELD SURVEY NO. 551, and the GEORGE CRAVEN SURVEY NO. 494, in Travis and Williamson County, Texas, being a portion of that certain tract of land described in a deed to Don Lyda of Record in Volume 3449, at Page 924 of the Deed Records of Travis County, Texas, which tract of land containing 218.97 acres of land is more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated hereby for all purposes.

AND WHEREAS, the Restrictions contain a provision in Section 1., restricting the allowed use(s) of the Property. Section 1. of the Restrictions permits only residential use of all tracts or lots derived from the Property, and provides that no tract in the subdivision shall be used for retail or commercial purposes.

AND WHEREAS, the undersigned, being the owners representing more than fifty-one percent (51.00%) of the current tracts subject to the restrictions, desire to amend the Restrictions, so that a tract may be used for retail or commercial purposes, provided that the retail or commercial use is not a Hazardous, Noxious, Indecent, or Offensive use – including, but not limited to a:

- 1. Large scale manufacturing, assembly, or processing business;
- 2. Quarry, Tar Pit, Scrap Yard, Tow Yard, Electrical Substation, or similar use
- 3. Sexually Oriented Business or Night Club
- 4. New or Used Vehicle Sales or Rental business
- 5. Bingo Hall or Gaming Room
- 6. Payday Lending Business, Car Title Loan Business, or other similar use

Additionally, the retail or commercial use shall be restricted from being a:

- 7. Boat or RV Storage Facility; or
- 8. Self Storage Facility.

AND WHEREAS, the undersigned specifically do not presently intend to amend any other part of the Restrictions, the undersigned represent at least fifty-one percent (51%) of all

owners of properties derived from the Property, and the undersigned are all of the necessary parties to execute this document in order to amend the Restrictions.

NOW THEREFORE, the undersigned hereby amend the Restrictions to amend and restate the following section from the Restrictions in its entirety:

- "1. <u>USE</u>: All tracts may be used for residential, retail, or commercial purposes, provided that any retail or commercial use is not a Hazardous, Noxious, Indecent, or Offensive Use including, but not limited to a:
- 1. Large scale manufacturing, assembly, or processing business;
- 2. Quarry, Tar Pit, Scrap Yard, Tow Yard, Electrical Substation, or similar use;
- 3. Sexually Oriented Business or Night Club;
- 4. New or Used Vehicle Sales or Rental business;
- 5. Bingo Hall or Gaming Room;
- 6. Payday Lending Business, Car Title Loan Business, or other similar use.

Additionally, the retail or commercial use shall be restricted from being a:

- 7. Boat or RV Storage Facility; or
- 8. Self Storage Facility."

The undersigned otherwise reinstate, ratify and confirm in all respects the amended Restrictions for the Property.

Signature Pages to Follow.

Peter Bullara Peter Bullara
Josephine Bullowa. Josephine Bullara
STATE OF TEXAS \$ COUNTY OF \$ This instrument was acknowledged before me on the day of, 2019, by PETER BULLARA.
NOTARY PUBLIC, State of Texas
STATE OF TEXAS § UNLLOWDON § COUNTY OF §
This instrument was acknowledged before me on the \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
TRACY DANELL WATSON Notary ID #129685795 My Commission Expires January 23. 2022 NOTARY RUBLIC, State of Texas

Philip J. Hackett Katerina Hackett
STATE OF TEXAS \$ COUNTY OF \$ This instrument was acknowledged before me on the day of
NOTARY PIUBLIC, State of Texas
STATE OF TEXAS \$ COUNTY OF \$ This instrument was acknowledged before me on the day of, 2019, by KATERINA HACKETT.
TRACY DANELL WATSON Notary ID #129685795 My Commission Expires January 23, 2022 NOTARY PUBLIC, State of Texas

Rafael R. Chavez				
STATE OF TEXAS	§ 8			
COUNTY OF				
This instrument was ackn by RAFAEL R. CHAVEZ	nowledged before me on the _ Z.	day of	, 2019,	/
		See	affalh	\mathcal{O}
	NOTARY	PUBLIC, State of Texa	as	
		,		

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of CONTYU (UST-A)
On April 13, 2019 before me, B. Kolej watery Rubic (insert name and title of the officer)
personally appeared CACO Chave who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/g/e subscribed to the within instrument and acknowledged to me that he/si/e/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. B. KOLEJ Notary Public - California Contra Costa County Commission # 2238619 My Comm. Expires Apr 19, 2022
Signature (Seal)

Toller Schrift
Terry Schultz
Donna Schultz
STATE OF TEXAS \$ COUNTY OF \$ This instrument was acknowledged before me on the day of , 2019,
by TERRY SCHULTZ.
TRACY DANELL WATSON Notary ID #129685795 My Commission Expires January 23, 2022 NOTARY PUBILIC, State of Texas
STATE OF TEXAS §
COUNTY OF §
This instrument was acknowledged before me on the day of, 2019, by DONNA SCHULTZ.
NOTARY PUBLIC, State of Texas

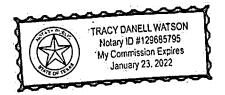
Terry Schultz
Donna Schultz
STATE OF TEXAS §
COUNTY OF WILLIAMS
This instrument was acknowledged before me on the U day of ANN , 2019 by TERRY SCHULTZ. DONNA SCHULTZ.
TRACY DANELL WATSON Notary ID #129685795 My Commission Expires January 23, 2022 NOTARY PUBLIC, State of Texas
STATE OF TEXAS §
STATE OF TEXAS § §
COUNTY OF§
This instrument was acknowledged before me on the day of
NOTARY PUBLIC, State of Texas

/N 1	
Delibrah	Dumaner
Deborah Germany	y

STATE OF TEXAS	
	Š:
COUNTY OF	8

This instrument was acknowledged before me on the U day of 4011, 2019, by DEBORAH GERMANY.

NOTARY PUBLIC, State of Texas



Grady L. Smith, Jr.

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the log day of by GRADY L. SMITH, JR.

on the <u>l</u> <u>a</u> day of <u>H</u> <u>o</u> , 2019,

NOTARY PUBLIC, State of Texas

TRACY DANELL WATSON

Notary ID =129685795

My Commission Expires

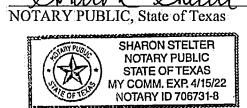
January 23, 2022

F & W PROPERTIES, a Texas general partnership
By:
Leslie A. Wilson, Partner
Jerry L. Faulkner, Partner
•
STATE OF TEXAS § COUNTY OF WILLIAMS §
This instrument was acknowledged before me on the day of day of the day of th
SARAH KOLLAR My Notary ID # 130204287 Expires April 27, 2019 NOTARY PUBLIC, State of Texas
STATE OF TEXAS § COUNTY OF Willams §
This instrument was acknowledged before me on the day of day of the day of day
NOT AND RUBLIC State of Towar
NOTARY PUBLIC, State of Texas SARAH KOLLAR My Notary ID # 130204287 Expires April 27, 2019

Thomas S. Parker STATE OF TEXAS §
COUNTY OF WILLIAMS ON STATE OF TEXAS This instrument was acknowledged before me on the 28 Tay of MWW by THOMAS S. PARKER. CHINEHE C. Parker, of Texas JENNIFER HASSELER Notary Public, State of Texas My Commission Expires July 30, 2019

3

VZ AUSTIN ASSET HOLD	DINGS, LLC		4	
By:				
Nell Veazey, Manager M	mamasl ungn			
David Veazey, Manager	O.			
STATE OF TEXAS COUNTY OF HARRIS	\$ \$ \$ \$ \$ \$			
This instrument was acknow by NELL VEAZEY, Manage company, on behalf of said I	er of VZ AUST	ΓIN ASSET HOLD	ay of <u>March</u> INGS, LLC, a Texas lin	, 2019 nited liability
		NOTARY PUBL	Y Ottlu LIC, State of Texas	.
STATE OF TEXAS COUNTY OF HARRIS	\$ \$ \$	SUPERIOR OF LESS	SHARON STELTER NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 4/15/22 NOTARY ID 706731-8	
This instrument was acknow by DAVID VEAZEY, Man liability company, on behalf	ager of VZ A	AUSTIN ASSET I	IOLDINGS, LLC, a To	, 2019 exas limited



David Veazey
Nell Veazey
STATE OF TEXAS \$ COUNTY OF HACUS This instrument was acknowledged before me on the 19th day of March , 2019, by DAVID VEAZEY.
NOTARY PUBLIC, State of Texas STATE OF TEXAS STATE OF TEXAS SHARON STELTER NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 4/15/22 NOTARY ID 706731-8 This instrument was acknowledged before me on the 19th day of
NOTARY PUBLIC, State of Texas SHARON STELTER NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 4/15/22 NOTARY ID 706731-8

Mike Lohmann

STATE OF TEXAS

§ 8

COUNTY OF WITTINGS

This instrument was acknowledged before me on the 2 day of by MIKE LOHMANN.

_, 2019,

BEN JORDAN

Notary Public, State of Texas

Comm. Expires 09-21-2021

Notary ID 12805450-3

NOTARY PUBLIC, State of Texas

_	ert Y. Ferguson, Ji January Leaguer Ira-D. Ferguson
C Tl	TE OF TEXAS S JNTY OF Williams S instrument was acknowledged before me on the Hay day of May, 2019, OBERT Y. FERGUSON, JR. BEN JORDAN Notary Public, State of Texas Comm. Expires 09-21-2021 Notary ID 12805450-3 NOTARY PUBLIC, State of Texas
C (TE OF TEXAS S UNTY OF Williamson's instrument was acknowledged before me on the 2 day of May, 2019, ANDRA D. FERGUSON.
A OF	BEN JORDAN Notary Public, State of Texas Comm. Expires 09-21-2021 Notary ID 12805450-3

ĺĸ	Raymundo A. Ocana Melauil Ocana Melanie C. Ocana	
	STATE OF TEXAS COUNTY OF S This instrument was acknowledged before me on the day of by RAYMUNDO A. OCANA. TRACY DANELL WATSON Notary ID #129685795 My Commission Expires January 23. 2022 NOTARY PUBLIC, State of Texas	, 2019,
	STATE OF TEXAS \$ COUNTY OF \$ This instrument was acknowledged before me on the day of by MELANIE C. OCANA.	2019,
	TRACY DANELL WATSON Notary ID #129885795 My Commission Expires January 23, 2022	

ELECTRONICALLY RECORDED OFFICIAL PUBLIC RECORDS

2019047819

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Nancy E. Rister, County Clerk Williamson County, Texas