

62F #7

BOESSLING DEED  
REPS30;#85-1311  
7/25/85

WARRANTY DEED WITH VENDOR'S LIEN

07337

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

THAT I, ROBERT G. RISHER, not joined by my wife herein because the herein described realty is not now and never has been the separate property of my wife nor is it nor has it ever been any part of our homestead, never having been claimed, intended, occupied or used as such, of the County of Kerr and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the under- signed paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the exe- cution and delivery by grantee of his one certain promissory note of even date herewith in the principal sum of ONE HUNDRED SIXTEEN TROUSAND AND NO/100 (\$116,000.00) DOLLARS, payable to the order of FIRST NATIONAL BANK OF KERRVILLE, at its office in Kerrville, Kerr County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default 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 ROBERT L. INGRAM, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto ERVIN H. BOESSLING, of the County of Harris and State of Texas, all of the following described real property in Kerr County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas,

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and being all of Lots 5 and 6, Block 2, Lots 20, 21, 23 and 24, Block 17, and Lots 3, 4, 5 and 6, Block 18, Greenwood Forest No. 7, according to the plat and plan thereof recorded in Volume 5, Page 102, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

This conveyance is made and accepted SUBJECT TO the following:

- (1) Restrictions of record in Volume 5, Page 102, Plat Records of Kerr County, Texas.
- (2) Electric Line Easements to L.C.R.A., recorded in Volume 1, Page 157, and Volume 3, Page 513, Easement Records of Kerr County, Texas.
- (3) A non-participating undivided 1/4th of the 1/8th royalty for a period of thirty (30) years from November 15, 1961, reserved by Charles Schreiner, III, in Deed recorded in Volume 92, Page 24, Deed Records of Kerr County, Texas.
- (4) 873.2 feet x 5 feet in width water line right-of-way easement in favor of Charles C. Craig, dated July 20, 1963, recorded in Volume 3, Page 368, Easement Records of Kerr County, Texas.
- (5) Easements and Streets dedicated as shown on Plat of Greenwood Forest No. 7, recorded in Volume 5, Page 102, Plat Records of Kerr County, Texas.
- (6) Restrictions in EXHIBIT "A" attached hereto, incorporated herein and made a part hereof for all purposes.
- (7) Any visible and/or apparent roadways or easements over or across the subject property.

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

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is

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retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The FIRST NATIONAL BANK OF KERRVILLE, at the instance and request of the grantee herein, having advanced and paid in cash to the grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described \$116,000.00 note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said FIRST NATIONAL BANK OF KERRVILLE, and the same are hereby TRANSFERRED and ASSIGNED to said FIRST NATIONAL BANK OF KERRVILLE.

EXECUTED this 7th day of August, A.D. 1985.


  
ROBERT G. RISHER

THE STATE OF TEXAS        §  
COUNTY OF KERR        §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT G. RISHER, 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 7th day of August, A.D. 1985.



  
Notary Public in and for  
Kerr County, Texas  
Ann Robertson

FILED FOR RECORD  
at 4:05 o'clock P.M.

AUG 7 1985

PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
By Thomas C. Houston Deputy

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My Commission Expires:

3-8-88

Purchaser's Address:

1727 Peer

Houston, Texas 77043

RESTRICTIONS

- (1) The street and road as shown on said map or plat are hereby dedicated to the use of the public.
- (2) No lot shall be used for anything other than single family residential purposes, with the following exceptions: Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Block 20, and Lots 8, 9 and 10 of Block 2, and Lots 21 and 20 of Block 18, may be used for either single-family residential purposes or for duplex or garden home lots, in which case the minimum U.G.R.A. square footage requirements shall apply. In the event the lot or lots in the exception above is to be used for either a duplex or garden home, no unit in the dwelling shall contain less than twelve hundred (1200) square feet, exclusive of porches and garages; that each unit of such dwelling shall have at least two (2) full baths and double garage.
- (3) No poultry or livestock or horses or any animals other than household pets shall be kept upon these premises. Household pets shall be limited to a total of not more than three (3), either dogs and/or cats; and all dogs shall be on a leash or confined with a yard fence adequate to confine the animal or animals within its owner's lot or lots.
- (4) No commercial vehicle, including but not limited to, cars, trucks, tractor-trailer or other similar vehicles, shall be parked in any area of the subdivision, and no vehicle shall be permanently parked in the dedicated streets.
- (5) No house trailer or mobile home or modular housing or manufactured housing or pre-fabricated housing, shall be parked, placed or left standing on any part of said premises, or any area of the subdivision.
- (6) Tent and trailer, camper, or any other type of portable shelter commonly pulled by passenger car or carried upon or pulled by pickup, or any motor home or recreational vehicle parked on premises, shall be no closer than six (6) feet of lot line and/or seventy-five (75) feet of front property line, and must be neat in appearance and concealed.
- (7) No dwelling shall be constructed which contains less than fifteen hundred (1500) square feet, exclusive of porches and garages; that such dwelling shall have at least two (2) full baths and double garage.
- (8) Plan and building to be approved by Building Committee in writing; construction of dwelling must be conventional with exterior wall of seventy-five (75) per cent masonry.

- (9) Dwelling shall be constructed no nearer than thirty-five (35) feet from the nearest street upon which said lot fronts; and no nearer than six (6) feet from side, and twenty-five (25) feet from back property line and no nearer than fifteen (15) feet from curb on side property line when lot is a corner lot; and that no outbuilding shall be constructed nearer than seventy-five (75) feet from such street, and not less than six (6) feet from side property lines; no more than one (1) residence shall be built on any one (1) lot without written consent of Building Committee.
- (10) No fence can be erected nearer to the curb than thirty-five (35) feet from front property line and ten (10) feet from curb on side property line when lot is a corner lot; fences must be constructed of wood (cedar or redwood), chain link, or masonry.
- (11) The construction of any dwelling upon the hereinbefore described property is to conform with the Building Code for the City of Kerrville, Texas.
- (12) No burning of trash, garbage, wood, leaves, paper, or any other substance shall be committed on any lot or dedicated street or any easement within the subdivision.
- (13) Lot or lots purchased without intent of construction must be kept clean and orderly, must not be used for storage, or parking of any type of vehicle or equipment.
- (14) No drilling for oil and/or gas or mining operation of any kind shall be commenced upon any part of Greenwood Forest Section 7, other than to obtain drinking water, (and then only with Grantor's written consent thereto first have been obtained).
- (15) No owner of any lot in Greenwood Forest Section 7 shall perpetrate or allow to be perpetrated on their property any activity by sight or sound that would limit and/or restrict the peaceable enjoyment of any other property owner within sight or hearing.
- (16) "Building Board" shall mean and refer to the Greenwood Forest Building Board composed of Robert G. Risher and Floyd Price, their successors, heirs, executors and assigns, or designees in writing, who shall review the plans of construction prior to the construction or erection of any building, residential or outbuilding, and shall determine whether such specifications and plans are in violation of any of these restrictions, covenants and conditions.
- (17) Enclosed chemical toilets shall be furnished by building contractors; same to be used by workmen during construction.

WARRANTY DEED WITH  
VENDOR'S LIEN

ROBERT G. RISHER

TO

ERVIN H. BOESSLING

7th day of August 1985 ✓  
at 4:05 p.m.  
Patricia Dye, Clerk  
James C. Neutra, Deputy

Return to:

Ervin H. Boessling  
1727 Pear  
Houston, Texas 77043

FILED BY KERRVILLE TITLE COMPANY  
PROHL & LESLIE  
ATTORNEYS AT LAW  
629-B MAIN  
KERRVILLE, TEXAS 78026

Filed for record August 7, 1985 at 4:05 o'clock P.M.  
Recorded August 14, 1985  
PATRICIA DYE, Clerk By William J. Warmkin Deputy