

03162

WARRANTY DEED

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

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 undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto ROBERT BRETHERTON, of the County of Kerr 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, and being all of Lot 14, Block 22, Greenwood Forest Section 8, a subdivision of record in Volume 5, Pages 118 and 119, 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) Easements as per plat recorded in Volume 5, Pages 118 and 119, 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) 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.
- (4) 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.

- (5) Restrictions in EXHIBIT "A" attached hereto, incorporated herein and made a part hereof for all purposes.
- (6) 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.

EXECUTED this 17th day of April, A.D. 1986.

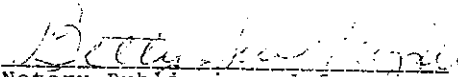


 ROBERT G. RISHER

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 the 17th day of April, A.D. 1986.



 Notary Public in and for
 Kerr County, Texas
 Betty Sue Frizzell 7-29-89



My Commission Expires:

7-20-88

Purchaser's Address:

215 Oak View

Kerrville, Tx 78028

FILED FOR RECORD

at 4:29 o'clock P.M

APR 17 1986

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By Jimmie G. Houston Deputy

GREENWOOD FOREST
SECTION 8

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.
- (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 seventeen hundred (1700) 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 eighty (80) 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 8, 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 8 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.

FILED FOR RECORD

at 4:29 o'clock P.M.

APR 17 1986

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Lammie C. Austin Deputy

WARRANTY DEED

ROBERT G. RISHER

TO

ROBERT BRETHERTON

Return to:
Robt Bretherton
215 Oak View
Kerrville, Tex
78028

FILED BY KERRVILLE TITLE COMPANY

PROHL & LESLIE
ATTORNEYS AT LAW
829-B MAIN
KERRVILLE, TEXAS 78028