

VOL. 165 PAGE 62

2889

RESTRICTIONS

GREENWOOD FOREST

STATE OF TEXAS
 COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

THAT I, E. R. KEITH, hereinafter called GRANTOR, being the owner of the certain 98.044 acre tract of land, more or less, being out of the L. Crawson Survey No. 127, Abstract No. 97, Kerr County, Texas, which has heretofore been platted into that certain Subdivision known as Greenwood Forest, according to the plat of said subdivision filed for record in the office of the County Clerk of Kerr County, Texas, on the 15th day of November, 1972, Plat Records of Kerr County, Texas, recorded in Vol. 3, page 123, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential lots in said Greenwood Forest, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in Greenwood Forest, and each contract or deed which may be hereafter executed with regard to any of the residential lots in said Greenwood Forest, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the street and road to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in GRANTOR the

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following rights, titles and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed and other conveyance executed or to be executed by or on behalf of GRANTOR in the conveyance of said property or any part thereof:

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 family residential purposes.

3.

No poultry or livestock shall be kept upon such premises.

4.

No dwelling shall be constructed which contains less than 1500 (fifteen hundred) square feet, exclusive of porches and garages, that such dwelling will have at least 1-1/2 (one and one-half) bath and double carport.

5.

Dwelling shall be constructed no nearer than 45 (forty five) feet from the street upon which said lot fronts, and that no out building shall be constructed nearer than 75 (seventy five) feet from such street, not less than 6 (six) feet from side property lines, no more than 1 (one) residence shall be built on any one lot without the written consent of GRANTOR being had thereto.

6.

Plan and building to be approved by GRANTOR in writing, construction

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of dwelling must be conventional (no prefabricated structure to be used) with exterior wall of 75 (seventy five) per cent masonry.

7.

No fence can be erected closer to the curb than the 35 (thirty five) feet from front property line; fences must be constructed of wood (cedar or redwood), chain link or masonry.

8.

No house trailer or mobile home shall be parked, placed or left standing on any part of said premises or adjacent street; tent trailer, camper or any other type of portable shelter commonly pulled by passenger car or carried upon or pulled by pickup, parked on premises shall be no closer than 6 (six) feet of lot line or 75 (seventy five) feet of front property line and must be neat in appearance and concealed.

9.

Lot 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.

10.

The construction of any dwelling upon the hereinbefore described property is to conform with the building code for the City of Kerrville, Texas.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, his successors and assigns, and all persons or parties claiming under him, for a period of twenty-five years from the date hereof, at which time he shall be automatically extended for a successive period of ten years each, unless prior to the expiration of such

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ten year period the then owners of a majority of lots in Greenwood Forest shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

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

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

EXECUTED this the 15th day of November, 1972.

E. R. Keith

E. R. Keith

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THE STATE OF TEXAS Y
COUNTY OF KERR Y

BEFORE ME, the undersigned authority, on this day personally appeared E. R. KEITH; known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of November, 1972.

Nancy L. Sigala
Nancy L. Sigala
Notary Public in and for Kerr County, Texas



FILED FOR RECORD

at 12:55 o'clock P.M.

JUN 28 1973

Emmie M. Muenker
Clerk County Court, Kerr County, Texas
Wendy L. Hill
Deputy

Filed for record June 28, 1973 at 12:55 o'clock P. M.
Recorded July 5, 1973
EMMIE M. MUENKER, Clerk

By *Margaret Muenker* Deputy

AMENDED RESTRICTIONS
GREENWOOD FOREST

THE STATE OF TEXAS §

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COUNTY OF KERR 1.751097

WHEREAS, E. R. KEITH, as owner and developer of GREENWOOD FOREST, a subdivision of Kerr County, Texas, recorded a subdivision plat of record in the Plat Records of Kerr County, Texas, on November 15, 1972, said subdivision plat recorded in Vol. 3, page 123, Plat Records of Kerr County, Texas, to which reference is hereby made for all purposes; and,

WHEREAS, on the same date the said E. R. KEITH filed of record restrictions applying to GREENWOOD FOREST subdivision, recorded in Vol. 165, page 62, Deed Records of Kerr County, Texas, to which reference is here made for all purposes; and,

WHEREAS, the said E. R. KEITH as owner of GREENWOOD FOREST subdivision desires to amend the restrictions as set forth in Vol. 165, page 62, by the addition thereto of additional restrictions and to fully and completely reflect the intent of the restrictions as they now exist of record;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, E. R. KEITH, as owner and developer of GREENWOOD FOREST subdivision, do hereby add the following restrictions to GREENWOOD FOREST subdivision of Kerr County, Texas:

1.

No burning of trash, garbage, wood, leaves, paper or any other substance shall be committed on any lot within the subdivision.

2.

Household pets shall be limited to not more than three (3) and all dogs shall be on leash or confined within a yard fence adequate to confine the animal within its owner's lot or lots.

3.

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 dedi-

cated streets.

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Each of the above restrictions are intended to add to and not diminish from the restrictions as setforth in Vol. 165, page 62, Deed Records of Kerr County, Texas, to which reference is here made for all purposes, and which said restrictions as recorded in Vol. 165, page 62, Deed Records of Kerr County, Texas are incorporated herein for all material purposes.

Effective November 15, 1972.

E. R. Keith

E. R. Keith

THE STATE OF TEXAS . |

COUNTY OF KERR |

BEFORE ME, the undersigned authority, on this day personally appeared E. R. KEITH, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of March, 1975.

Nancy L. Sigala
Nancy L. Sigala
Notary Public in and for Kerr County, Texas

FILED FOR RECORD

at 1:00 o'clock P.M.

MAR 28 1975

EMMIE M. MUENKER
Clerk, County Court, Kerr County, Texas
By *Barbara Ann Brasher* Deputy

Filed for record March 28, 1975 at 1:00 o'clock P. M.
Recorded April 1, 1975
EMMIE M. MUENKER, Clerk

By *Melinda Adams* Deputy

800421CASH DEED

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THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

THAT J-M DEVELOPMENT, INC., a Texas corporation, acting herein by and through its duly authorized attorney-in-fact, LAVERN D. HARRIS, specially thereto constituted by power of attorney in a resolution granting general authority to said attorney-in-fact, Lavern D. Harris, 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 3rd day of January, 1978, and recorded in Volume 225, Page 337, 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 TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable cash considerations, to it in hand by E. R. KEITH, of the County of Kerr, State of Texas, hereinafter referred to as GRANTEE, receipt of which is hereby acknowledged, and for which no lien, expressed or implied, is retained or shall exist, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the above named GRANTEE, the following described property, lying and being situated in Kerr County, Texas, to-wit:

1001

Being all of a certain 13.75 acre tract or parcel of land out of Lucretia Crawson Survey No. 127, Abstract No. 97, in Kerr County, Texas; part of Block No. 8 of Greenwood Forest Subdivision according to a plat of record in Volume 3 at Page 123 of the Plat Records of Kerr County, Texas; and being more specifically described in Exhibit "A", attached hereto and incorporated herein for all purposes.

RESTRICTION: The above described property and all parts thereof shall only be used for the purpose of constructing single-family residential dwellings thereon and shall never be used for commercial purposes. This restriction shall run with the land and be binding upon GRANTEE, his heirs and assigns.

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This conveyance is made and accepted subject to the following:

1. Restrictions of Greenwood Forest dated November 15, 1972 of record in Volume 165, Page 62, Deed Records, Kerr County, Texas;
2. Amended restrictions of Greenwood Forest dated November 15, 1972 of record in Volume 178, Page 606, Deed Records, Kerr County, Texas;
3. Easements per Plat of record in Volume 3, Page 123, Plat Records, Kerr County, Texas;
4. Any visible and apparent roadway or easement 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 above named GRANTEE, his heirs and assigns, forever. And said above named GRANTOR does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEE, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 9th day of September, 1979.

FILED FOR RECORD
at 4:25 o'clock P. M

J-M DEVELOPMENT, INC.

JAN 18 1980

EMME M. MUECKER
Clerk County Court, Kerr County, Texas
By Beth L. Meilleur, Deputy

BY: Lavern D. Harris
LAVERN D. HARRIS
Its duly authorized
attorney-in-fact

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared LAVERN D. HARRIS, duly authorized attorney-in-fact of J-M DEVELOPMENT, INC., a Texas corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 of January, 1980.



Beth L. Meilleur
Notary Public in and for
Kerr County, Texas
My commission expires: 1-8-80
Beth LeMeilleur

FIELD NOTES DESCRIPTION FOR PART OF BLOCK NO. 8 OF GREENWOOD FOREST
SUBDIVISION, INGRAM, KERR COUNTY, TEXAS

VOL. 230 PAGE 481

Being all of a certain tract or parcel of land out of Lucretia Crawson Survey No. 127, Abstract No. 97, in Kerr County, Texas; part of Block No. 8 of Greenwood Forest Subdivision according to plat of record in Volume 3 at Page 123 of the Plat Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the north corner of said Blk. No. 18 in the southeast right-of-way line of Skyview Drive, a public road, the north corner of the herein described tract, the west corner of Lot No. 15 and Block No. 7 of said Subdivision, which point bears, more or less, 2508 ft. N.45°E. and 2129 ft. N.45°W. from the south or lower river corner of said Survey No. 127;

THENCE, along the common line between said Blocks No. 7 and No. 8: S.36° 24'E., 282.95 ft.; S.59° 58'E., 348.80 ft.; S.16° 05'E., 209.26 ft.; S.09° 01'W., 170.90 ft.; S.44° 58'E., 142.85 ft.; S.16° 57'E., 16.12 ft. to a point for the southeast corner of the herein described tract, a corner common to Lots No. 1 and No. 2 in Block No. 7 of said subdivision;

THENCE, upon, over and across said Block No. 8, N.86° 54'W., 770.09 ft., and N.88°12'W., 549.76 ft. to a point for the southwest corner of the herein described tract in the west line of said Block No. 8 and the east line of said Skyview Drive;

THENCE, along the meanders of the northwesterly line of said Block No. 8 and the southeasterly line of said Skyview Drive: N.02°47'E., 122.97 ft. to the beginning of a 25° 43' curve to the right having a central angle of 47° 29' and a 222.73 ft. radius; 184.61 ft. along said 25° 43' curve to its end; N.50° 16'E., 643.71 ft.; and N.44° 03'E., 187.89 ft. in the PLACE OF BEGINNING, containing more or less 15.75 acres, 685,365 square feet of land within these metes and bounds.

The above field notes description was prepared partly from an actual survey on the ground made under my direction and supervision, and partly in accordance with bearings and distances as shown on the plat of said Greenwood Forest subdivision as recorded in Volume 3 at Page 123 of the Plat Records of Kerr County, Texas.

Dated this 17th of January, 1980

D. R. Vorkel
D. R. Vorkel
Registered Professional Engineer No. 8889
Registered Public Surveyor No. 443

EXHIBIT "A"

Loren O. Harris

MINERAL DEED

THE STATE OF TEXAS |
COUNTY OF KERR |

KNOW ALL MEN BY THESE PRESENTS:

THAT I, M. D. O'QUINN, hereinafter called GRANTOR, of Kerr County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration, to me in hand paid by MELBA O'QUINN, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, have GRANTED, SOLD, CONVEYED, ASSIGNED and DELIVERED, and by these presents do GRANT, SELL, CONVEY, ASSIGN and DELIVER unto the said GRANTEE, all my interest in and to all of the oil, gas and other minerals in and under, and that may be produced from the following described land situated in Kerr County, Texas, to-wit:

All that certain tract or parcel of land situated in Kerr County, Texas, being out of and a part of Survey No. 127, Section No. 2, Certificate No. 110, in the name of L. Crawson, Abstract No. 97, described as follows, to-wit:

BEGINNING at a stake on the bank of the river the upper corner of Survey No. 126 and the lower corner of this survey from which a cypress bears S. 52° E. 5-1/2 vrs., another bears N. 88-1/2° to 11-1/2 vrs.; THENCE North 45° E. 3.564 vrs. to a stake and mound; THENCE N. 45° W. 950 vrs. to a stake and mound; THENCE South 45° West 4,050 vrs. to a stake on the bank of the river, the upper corner from which another bears N. 84° to 7-1/2 vrs.; THENCE down the river with its meandering to the place of beginning, containing 640 acres of land, more or less, bearing certain marks, LESS, HOWEVER, from the above described property the following:

- (1). Five (5) acres of land, more or less, conveyed to Green Lackey, et ux, to L. F. Pope, by deed dated 7/9/1888, recorded in Volume N, Page 106, Deed Records of Kerr County, Texas;
- (2). 49-1/3 acres of land, more or less, conveyed by Green Lackey, et ux, to E. C. Saner by deed dated 9/18/1889, recorded Volume N, Page 639, Deed Records of Kerr County, Texas;
- (3). 8-1/2 acres of land, more or less, conveyed to State of Texas for highway purposes by Right of Way Deed dated 10/1/1932, executed by L. R. Fessenden and Orris Garland, Independent Executors of Estate of Green Lackey, Deceased, recorded in Volume 55, Page 209, Deed Records of Kerr County, Texas;
- (4). 4.343 acres of land, more or less, conveyed to State of Texas for highway purposes, by deed dated 1/31/1952, executed by Josephine Sodich, Guardian of Estate of Andrew Sodich, Jr. recorded Volume 94, Page 1, Deed Records of Kerr County, Texas.

Being the same and identical property conveyed to Josephine Sodich, et al to M. D. O'quinn by deed dated the 1st day of Nov., 1961, recorded in Vol. 111, Page 118, Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE herein, and GRANTEE'S successors, heirs and assigns, forever; and GRANTOR does hereby bind himself, his successors, heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said property unto the said GRANTEE herein and GRANTEE'S successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand this the 6th day of May, 1963.

/s/ M.D. O'quinn
/t/ M.D. O'quinn

THE STATE OF TEXAS |
COUNTY OF KERR |

BEFORE ME, the undersigned authority, on this day personally appeared M. D. O'QUINN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of May, 1963.

3-31

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

Filed for record May 7, 1963 at 8:50 o'clock A.M.
Recorded May 15, 1963 at 9:10 o'clock A.M. (gks)
Volume 14, page 129
EMMIE M. MUENKER, County Clerk

By Margaret E. Watson, Deputy

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

RELEASE OF OIL AND GAS LEASE

LEASE NO.
S-22595

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED does hereby release, relinquish, and surrender all of the undersigned's right, title, and interest in and to that certain oil and gas lease dated the 13th day of March, 1953, made and entered into by and between M.R. Caddy, et ux as Lessor, and J.B. Love as Lessee, recorded in Book 11, Page 80-84 of the Records of the County (or Parish) of Kerr, State of Texas in so far only as said lease covers the following described land in said County (or Parish) and State, to-wit:

First Tract: Being 152.6 acres out of original Sur. 135, James Huckins, and 9.2 acres out of original Sur. 136, John F. Overland;

Second Tract: Being on the South side of the Guadalupe River in Kerr County, Texas, out of Survey No. 135, Cert. No. 247, Section No. 2, in the name of James Huckins; more fully described by metes and bounds in lease.

Executed this 29th day of March, 1963.

SUNRAY OIL COMPANY, formerly named
SUNRAY MID-CONTINENT OIL COMPANY

By /s/ Ernest V. Potter
Attorney in Fact.

STATE OF OKLAHOMA |
COUNTY OF TULSA | ss:

Before me, the undersigned authority, on this day personally appeared Ernest V. Potter, Attorney in Fact for SUNRAY OIL COMPANY, personally known to me to be the person who subscribed his name and that of the corporation to the foregoing instrument, and acknowledged to me that he, having been duly authorized by the Board of Directors of said corporation, executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses, purposes, and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office at Tulsa, Oklahoma, this 29th day of March, 1963.

Seal

Lavera D. Grisham
Notary Public in and for Tulsa County, Oklahoma
My Commission Expires October 21, 1965

Filed for record May 9, 1963 at 12:45 o'clock P.M.
Recorded May 15, 1963 at 9:30 o'clock A.M.
Volume 14, page 130
EMMIE M. MUENKER, County Clerk

By Estelle Witt, Deputy

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

SUBORDINATION OF LIEN(S) TO OIL, GAS & MINERAL LEASE

T-8279
D153658
153659
Loan No. X16271
Name E.T. Stevens
PLRA Kerrville

THE STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

THAT, for a valuable consideration the receipt of which is hereby acknowledged The Federal Land Bank of Houston being the present owner and holder thereof, hereby subordinates the lien(s) evidenced by the deed(s) of trust particularly identified as follows: