VERNON E. PENICK, ET AL TO RUDOLF R. SCHEFFRAHN, ET UX

WARRANTY DEED

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.) KNOW ALL MEN BY THESE PRESENTS:

VOL 129 PAGE 463

That we, VERNON E. PENICK, MICHAEL R. PENICK and JIMMY R. PENICK, not joined herein by our respective spouses because the herein conveyed property forms no part of our respective homesteads, of the County of Gillespie 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 Grantees herein named, the receipt of which is hereby acknowledged, and for which consideration no lien, either express or implied, is retained herein; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto RUDOLF R. SCHEFFRAHN and wife, LIA SCHEFFRAHN, of the County of Gillespie and State of Texas, all of the following described real property in Gillespie County, Texas, to-wit:

BEING all of Lots Nos. 13, 14 & 15, CANDLELIGHT NORTH SUBDIVISION, in the City of Fredericksburg, Gillespie County, Texas, as such lots are shown, designated and delineated on the Plat of said Subdivision found of record in Volume 1, Page 73, of the Plat Records of Gillespie County, Texas; said Plat and its record are referred to and are made a part hereof for all pertinent purposes.

Said property being conveyed by the Grantors and accepted by the Grantees herein is SUBJECT to the following:

a. Easements as reserved in Plat found of record in Volume 1, Page 73, of the Plat Records of Gillespie County, Texas; and,

b. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record. (Power Line Easement.)

This conveyance is also made and accepted SUBJECT to the conditions and restrictions relating to the hereinabove described property, as set forth below:

1. No swine or any other noxious or offensive animals shall be kept upon any lot or portions thereof. Pets must be sheltered and areas kept clean at all times.

2. Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted.

3. No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the said premises, provided that they are not used for dwelling purposes.

4. No trailer, trailerhouse, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Servant's quarters may be constructed as long as they are not the main dwelling.

apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall naything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No inoperative vehicles shall remain parked on the premises, for longer than thirty (30) days.

10. No dwelling house or building may be erected closer than 25 feet of front property line or within 6 feet of each side property line. A buidling may be erected upon the rear property line.

11. All lots shall be used solely for residential purposes. No building other than single family residence containing not less than 1600 square feet, exclusive of garages, carports, and porches shall be erected or constructed on the property.

12. The Covenants and Conditions set forth above shall be covenants running with the title to any lot.

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

EXECUTED this the 23rd day of May, A. D., 1979.

Vernon E. Penick
VERNON E. PENICK

Michael R. Penick
MICHAEL R. PENICK

Jimmy R. Penick
JIMMY R. PENICK

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.)

BEFORE ME, the undersigned authority, on this day personally appeared Vernon E. Penick, Michael R. Penick and Jimmy R. Penick, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, on this the 23rd day of May, A. D., 1979.

Joan Gold
JOAN GOLD
Notary Public, Gillespie County, Texas
Notary Public in and for Gillespie

Filed for record in my office the 1st day of June A.D. 1979 at 2:01 o'clock P .M. and duly recorded the 7th day of June A.D. 1979 at 1:16 o'clock P .M. in Volume 129 , pages 463-465 , Deed Records.

Doris Lange , Clerk, County Court, Gillespie County, Texas.