VERNON E. PENICK, ET AL TO JERROLD G. REGESTER, ET UX

WARRANTY DEED WITH VENDOR'S LIEN

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

That we, VERNON E. PENICK and JIMMY R. PENICK, not joined herein by our respective spouses because the hereinafter described real property does not comprise any portion 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 the further consideration of the execution and delivery by Grantees herein of their one certain promissory note of even date herewith in the principal sum of TWENTY FIVE THOUSAND AND NO/100 ($25,000.00) DOLLARS, payable to the order of Grantors in Fredericksburg, Gillespie 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 Pat Dooley, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JERROLD G. REGESTER and wife, EDNA F. REGESTER, whose address is 9927 Courthouse Woods Court, Vienna, Virginia 22180, all of the following described real property in Gillespie County, Texas, to-wit:

> BEING all that certain lot, tract or parcel of land lying and being situated in Gillespie County, Texas, the same being all of Lot No. 24, of Countryside, a subdivision in Gillespie County, Texas, as said lot is shown, designated and delineated on the Map or Plat of said Subdivision found of record in Volume 1, Page 117, of the Plat Records of Gillespie County, Texas, here referred to and made a part hereof for all pertinent purposes;

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

(a) Easement and Right-of-Way executed by Dennis Lee Schlueter to The Southwestern States Telephone Comapny, dated March 11, 1966, recorded in Volume 89, Pages 62-63, of the Deed Records of Gillespie County, Texas;

VOL. 191 PAGE 921

(b) Right-of-Way Easement executed by Vernon E. Penick, et al to Central Texas Electric Cooperative, Inc. filed for record on February 24, 1986, recorded in Volume 172, Pages 940-943, of the Deed Records of Gillespie County, Texas;

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

This conveyance is subject however, to the following restrictions, covenants, conditions and reservations, which are a part of the consideration for the execution of the Deed and which shall run with and burden the title to the property hereby conveyed, and shall be binding upon the Grantees, their heirs, executors, administrators and assigns:

(1) All tracts shall be solely for residential purposes, being limited to a single family residence.

(2a) No single family dwelling house which contains less than 2200 square feet of combined living area and enclosed garage area, exclusive of porches, breezeways, carports or basements may be erected on Tracts 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and the East 739.2 feet of Lot 8.

(2b) No single family dwelling house which contains less that 2000 square feet of combined living area and enclosed garage area, exclusive of porches, breezeways, carports or basements may be erected on Tracts 1, 2, 3, 4, 5, 6, 29, 30, 31, 32, 33, and 34.

(2c) Multiple story dwellings must contain not less than 1600 square feet of combined living area and enclosed garage on its ground floor, on any lot.

(2d) The exterior of the building shall be completed not later than nine (9) months after laying the foundation of the building.

(2e) Servants quarters, guest houses and outbuildings may be constructed on the property after completion of the dwelling house, except as otherwise provided herein.

(3) No building shall be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other disposal system approved by the County and/or State Health Department or other governing body. No outside toilets or cesspools shall be permitted. All septic tank drain field lines and water wells shall be placed no closer than 50 feet from any property line unless approved for a closer distance by the appropriate governing body controlling wells and septic systems.

(4) No dwelling house shall be moved onto any tract. All dwelling houses in this subdivision shall be constructed and erected on site and no mobile, modular, pre-manufactured and/or industrial built homes shall be used as dwellings, nor stored on any tract.

(5) No building shall be erected on any tract nearer than 60 feet from the front property line nor shall there be any building erected nearer than 20 feet from any side or rear property line, except on tract 8 buildings may be erected within 10 feet of the side property line.

(6) After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicles, so long as it is not used as a permanent dwelling and is not stored closer to the street than the rear line of the residence. During the period of construction of a dwelling house lot owners may camp in their recreational vehicles on the tract for a period not exceeding 9 months.

(7) Only the permanent residence building will be permitted on any one tract except that any tract of four acres or more in size may have a second permanent single residence providing the placement of the second residence on the tract shall be approved by the original developer or his assigns.

(8) No tracts shall be used for any commercial purposes except certain permanent agricultural crops including vineyards, fruit orchards, pecan groves and permanent grass (hay meadows). Any other agricultural use, on a commercial basis, will require approval of the developer or his agents or assigns.

(9) No resubdivision shall be permitted without the consent of the developer within 5 years from October 5, 1985. After 5 years from this date hereof any tract may be resubdivided provided said resubdivision shall not result in any tract containing less than 2 acres in size.

(10) No church shall be erected on any tract in this subdivision.

(11) No junk or inoperative vehicles may be stored on any tract or street in this subdivision.

(12) No swine shall be kept on any tract. Other livestock, pets and poultry shall be permitted provided said livestock is sheltered and kept within the boundaries of said tract. There shall be no commercial feeding operations or no commercial breeding of animals conducted hereon. Placement of all animal shelters on the tract to be approved in writing, by the Developer, prior to erecting the building.

(13) No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood. Owners are to keep said property clean and neat in appearance and free of

litter at all times. No disposal of any kind shall be allowed that would pollute any stream or body of water, or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of any property in said subdivision.

(14) The developer reserves unto himself or his assigns, an easement for utility purposes ten (10) feet wide on each side of all lot or tract lines and roadways and easements for anchor guy combinations wherever necessary for the installation and maintenance of electric, telephone and utility lines and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines.

(15) All perimeter fences to be erected on any tract shall be of new material and professional in appearance and all boundary fences other than the front boundary along subdivision road shall be uniform in appearance and shall be constructed of green steel T posts placed 10 feet apart with 32" livestock netting and two either barb wires or twisted unbarbed wires above the netting. Fences along the front property line adjacent to subdivision road may be of a decorative style instead of the type on other boundaries, described above. Fence variances may be granted upon written approval of both the Developer and adjoining subdivision tract owner where variance will occur.

(16) Guest cottages may be erected, prior to the building of a permanent residence of Tracts 16, 17, 18, and 19 provided it is erected on the rear 1/3 of the tract. No construction shall be started before receiving written approval from the Developer of plans and specifications and placement location of the proposed cottage.

(17) No hunting shall be allowed on any tract. Personal safety of owners and owners of neighboring tracts shall be of prime consideration.

(18) Restrictions other than resubdivision and set back restrictions herein stated shall not apply to Tract B other than the East 739.2 feet of said tract.

(19) Tract owners shall not alter the natural drainage of surface water over and across the tract.

(20) Owners shall have grass and weeds mowed at regular intervals (at least two times a year in July and September) to enhance the beauty of the subdivision and as a fire protection measure.

Developer as used herein shall refer to Vernon E. Penick and Jimmy R. Penick, their heirs or assigns.

The restrictions described herein shall continue in force until December 31, 2005 and thereafter until changed by 65% of the property owners, each tract owner having one vote per tract. A tract owner shall be the record owners of legal title as shown by the Deed Records of Gillespie County, Texas. Any changes must be in writing and a copy of the changes forwarded to the last known address of all tract owners.

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictions or the application thereof shall not be affected thereby, nor shall any failure of the Developer or tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity of enforceability of such term or provision.

The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

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 FORRVER 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.

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 face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this the 19th day of April, A.D. 1989.

Vernon E. Penick
VERNON E. PENICK

Jimmy R. Penick
JIMMY R. PENICK

VOL. 191 PAGE 926

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.)

This instrument was acknowledged before me on this the 19th day of April, A.D. 1989, by Vernon E. Penick.

Notary Public in and for the State of Texas
Richard Horstkotte
Printed Name of Notary
My commission expires: 10/14/89.

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.)

This instrument was acknowledged before me on this the 19th day of April, A.D. 1989, by Jimmy R. Penick.

Notary Public in and for the State of Texas
Richard Horstkotte
Printed Name of Notary
My commission expires: 10/14/89.

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--DEED, Volume 191 Pages 921-926, Filmed on the 24th day of April A.D. 1989.

DORIS LANGE, Clerk, by Felicia Cornehl Deputy.
Felicia Cornehl

****