PROCHNOW ENTERPRISES TO ROBERT O. CHRISTMAN, ET UX

WARRANTY DEED

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

That PROCHNOW ENTERPRISES, a Texas General Partnership, acting herein by one of the General Partners, MARVIN W. PROCHNOW, 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 good and 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 ROBERT O. CHRISTMAN and wife, EVA CHRISTMAN, of the City of Bronxville, and State of New York, all of the following described real property in Gillespie County, Texas, to-wit:

BEING 10.13 acres of land, out of the Ed Durst Survey No. 145, Abstract No. 183, in Gillespie County, Texas, and being part of that certain 226.32 acres conveyed from Lee Roy Woerner, et al, to Prochnow Enterprises, a Texas General Partnership, as recorded in Volume 126, Page 315, of the Deed Records of Gillespie County, Texas, being more particularly described as follows:

BEGINNING at an iron pin set for the Northwest corner hereof, whence the Northeast corner of said Ed Durst Survey bears North 0 deg. 14' East 711.99 feet, North 0 deg. 30' East 541.38 feet, and North 89 deg. 46' 45" East, 1292.86 feet, for the Northwest corner hereof;

THENCE North 89 deg. 51' 30" East 575.65 feet an iron pin set in the West right-of-way line of a 60 foot wide access easement for the Northeast corner hereof;
THENCE with said access easement in four (4) courses and distances as follows:

1) Along a curve to the left with a radius of 488.12 feet and long chord bearing North 17 deg. 59' West 99.68 feet to an iron pin for angle point;
2) South 23 deg. 50' 30" East 204.65 feet an iron pin for an angle point;
3) Along a curve to the right with a radius of 683.2 feet, and long chord bearing South 14 deg. 16' East 187.24 feet, to an iron pin for angle point, and;
4) South 4 deg. 42' 15" East 179.28 feet an iron pin for the Southeast corner hereof;
THENCE North 89 deg. 53' West 752.64 feet an iron pin for the Southwest corner hereof;
THENCE North 0 deg. 14' East 642.28 feet to the place of beginning and containing 10.13 acres of land;

For the consideration herein recited the Grantor herein does hereby grant and convey unto the Grantees herein, their heirs and assigns, the free and uninterrupted use, liberty, privilege and easement of passing in and along a certain way across a certain tract of land situated in said County adjoining the premises of the Grantor herein, which said easement is described as follows, to-wit:

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BEING a 60 foot wide access easement extending from the North line of U.S. Highway 290 to an 8.61 acre tract and a 12.39 acre tract; the perimeter of said easement being described as follows:

BEGINNING at an iron pin set in the North line of said U.S. Highway 290 and being the Southeast corner of said access easement, whence a common Northerly corner of the Marcus Trumble Survey No. 156 and Ed Durst Survey No. 145 in Gillespie County, Texas, bears North 83 deg. 08' East 920.97 feet, North 0 deg. 26' West 384.11 feet, North 0 deg. 07' East 456.13 feet, North 0 deg. 16' 15" West 144.05 feet, North 0 deg. 59' West 304.06 feet, and North 0 deg. 54' 30" West 1073.46 feet;

THENCE with the Easterly and then Northerly line of said easement in eleven (11) courses and distances as follows:

1) North 4 deg. 42' 15" West 705.84 feet to an iron pin;
2) Along a curve to the left with a radius of 623.2 feet and long chord bearing North 14 deg. 16' West 207.19 feet to an iron pin;
3) North 23 deg. 50' 30" West 204.65 feet to an iron pin;
4) Along a chord to the right with a radius of 428.12 feet and a long chord bearing North 15 deg. 09' West 129.32 feet, an iron pin;
5) North 6 deg. 28' West 319.6 feet to an iron pin;
6) Along a curve to the right with a radius 188.38 feet, and long chord bearing North 11 deg. 18' 30" East 115.0 feet, an iron pin;
7) North 29 deg. 04' 45" East 77.4 feet to an iron pin;
8) Along a curve to the left with a radius 90.98 feet, and long chord bearing North 19 deg. 51' West 137.20 feet, an iron pin;
9) North 68 deg. 47' 45" West 157.88 feet an iron pin;
10) Along a curve to the left with a radius of 381.18 feet and long chord bearing North 81 deg. 38' West 169.32 feet an iron pin;
11) South 82 deg. 32' 15" West 238.71 feet to an iron pin;

THENCE with and along the perimeter of a 60 foot radius culdesac in four (4) courses and distances as follows:

1) Along a curve to the left with a radius of 60 feet and long chord bearing North 61 deg. 59' West 55.45 feet to an iron pin for a common Southerly corner of said 8.61 acre tract and a 6.15 acre tract;
2) Along a curve to the left with a radius of 60 feet and a long chord bearing South 44 deg. 58' West 85.61 feet to an iron pin for a common Easterly corner of said 8.61 and 12.39 acre tracts;
3) Along a curve to the left with a radius of 60 feet and a long chord bearing South 45 deg. 10' East 84.26 feet to an iron pin for a common Northerly corner of said 12.39 and 4.09 acre tracts;
4) Along a curve to the left with a radius of 60 feet and long chord bearing North 57 deg. 53' East 64.20 feet to an iron pin for a Northerly corner of said 4.09 acre tract;

THENCE with the Southerly and then Westerly line of said Easement in twelve (12) courses and distances as follows:

1) North 82 deg. 32' 15" East 238.71 feet to an iron pin;
2) Along a curve to the right with a radius of 321.18 feet and long chord bearing South 81 deg. 38' East 142.68 feet to an iron pin;
3) South 68 deg. 47' 45" East 157.88 feet to an iron pin;
4) Along a curve to the right with a radius of 30.98 feet and long chord bearing South 9 deg. 51' East 46.71 feet to an iron pin;
5) South 29 deg. 04' 45" West 77.4 feet an iron pin;
6) Along a curve to the left with radius of 248.38 feet and long chord bearing South 11 deg. 18' 30" West 151.63 feet an iron pin;
7) South 6 deg. 28' East 319.6 feet to an iron pin;
8) Along a curve to the left with radius 488.12 feet and long chord bearing South 15 deg. 09' East 147.47 feet to an iron pin;

9) South 23 deg. 50' 30" East 204.65 feet to an iron pin;
10) Along a curve to the right with radius 683.2 feet and long chord bearing South 14 deg. 16' East 187.24 feet to an iron pin, and,
11) South 4 deg. 42' 15" East 708.09 feet to an iron pin set in the North line of said U. S. Highway 290 and being the Southwest corner of said access easement;

THENCE North 83 deg. 08' East 60.03 feet to the place of beginning hereof;

together with free ingress, egress, regress to and for the said Grantees, their heirs and assigns, and their tenants, by foot, with carts, wagons, carriages, automobiles and other vehicles, horses and mules or livestock as by him or them shall be necessary or convenient at all times and seasons forever, in, along, upon and out of said way, in common with the Grantor herein, its successors and assigns, and it and their tenants, to have and to hold all and singular the rights and privileges aforesaid to them, the said Grantees, their heirs and assigns, to their proper use and behoof, in common with the Grantor herein, its successors and assigns, and it and their tenants.

Said property is also conveyed by the Grantor and accepted by the Grantees, SUBJECT to the following:

a. Easement executed by Erwin Lang, et ux to Central Texas Electric Cooperative, Inc., dated March 15, 1954, recorded in Volume 72, Pages 214-215, of the Deed Records of Gillespie County, Texas;

b. Easement executed by E. L. Woerner, et al to the State of Texas, dated September 23, 1971, recorded in Volume 100, Pages 845-846, of the Deed Records of Gillespie County, Texas;

c. Right-of-Way Easement executed by Erwin L. Woerner to Hill Country Telephone Cooperative, Inc., dated October 12, 1965, recorded in Volume 88, Pages 117-118, of the Deed Records of Gillespie County, Texas;

d. Easement executed by E. L. Woerner, et al to Central Texas Electric Cooperative, Inc., dated October 24, 1963, recorded in Volume 83, Pages 590-591, of the Deed Records of Gillespie County, Texas; and,

e. 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 used solely for residential purposes, except that "home type" businesses are allowed, provided, such business does not rely upon walk in sales.

2. No building other than a single family residence containing at least 1200 square feet, or a duplex of at least 2000 square feet, exclusive or porches, breezeways, carports and garages shall be erected or constructed on any of the original tracts, except as further permitted herein.

In addition to above, servant quarters, or guest houses and/or other outbuildings may be constructed on the property after or simultaneously with the residence.

The exterior of buildings shall be completed not later than twelve (12) months after laying the foundation of the building.

3. Any original tract may be resubdivided, provided, however, that no such resubdivision of any original tract shall result in a single tract of less than two and one-half (2½) acres, and no more than one duplex or one single family residence shall be constructed or contained on any such two and one-half (2½) acre tract.

4. 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. No outside toilets or cesspools shall be permitted.

5. No building shall be moved onto any tract without first obtaining permission in writing from the Seller or if the Seller fails to act, by written consent of the majority of tract owners, each tract owner having one vote per tract.

6. No mobile home shall be used as a dwelling nor stored on any tract. Upon application in writing, the Seller may make limited exceptions in tracts larger than seven (7) acres, well wooded and wherein the mobile home will be located in the rear half of the tract and the Buyer agrees in writing to not further redivide such tract while the mobile home is in place.

7. After completion of a permanent residence, tract owners may store their personal travel trailer, motor home or other recreational vehicle on the premises, so long as it is not used as a permanent dwelling.

8. No swine shall be kept on any tract. Other livestock, stocked at a reasonable stocking rate, 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 and/or no commercial breeding of animals conducted thereon.

9. Property shall be kept free of litter and no junk or inoperative vehicles may be stored on any tract or street.

10. No improvements shall be erected on any tract nearer than 50 feet from the front property line nor shall there be any septic lines, wells or improvements nearer than ten (10) feet from any side property line, excepting approved fences.

11. 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.

12. The Seller reserves unto itself, and its assigns, a ten (10) foot easement for utility purposes along each boundary of the property.

13. All fences to be erected shall be professional in appearance, shall have at least the equivalent of five (5) barb wire strands and shall have a minimum height of 42 inches.

The restrictions described herein shall continue in force until January 1, 1989, and thereafter until changed by the majority of the property owners, each property owner having one vote.

If the owner of any tract violates any of these restrictions, it shall be lawful for the Seller or any individual or group of persons owning property in the development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from doing so or to recover damages or other dues for such violation.

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 Prochnow Enterprises does hereby bind itself, its successors and assigns 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.

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EXECUTED this the 16th day of May, A. D., 1979.

PROCHNOW ENTERPRISES, A Texas
General Partnership

By: Marvin W. Prochnow
Marvin W. Prochnow
General Partner

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.) BEFORE ME, the undersigned authority, on this day personally appeared Marvin W. Prochnow, a member of the partnership firm of Prochnow Enterprises, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of Prochnow Enterprises, a General Partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, on this the 16th day of May, A. D., 1979.

COUNTY OF GILLESPIE TEXAS

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

Filed for record in my office the 16thday of May A.D. 1979 at 11:25 o'clock A.M. and duly recorded the 17th day of May A.D. 1979 at 1:28 o'clock P.M. in Volume 129, pages 214-218, Deed Records.

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