KENNETH KUNZ, INCORPORATED TO WILLIAM T. HARALSON, ET UX

WARRANTY DEED

VOL. 126 PAGE 5

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.)

KNOW ALL MEN BY THESE PRESENTS:

That KENNETH KUNZ, INCORPORATED, a Texas Corporation, acting herein by its duly authorized officers, with home office in Fredericksburg, Gillespie County, 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, and for which consideration no lien, express or implied, is retained herein, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto WILLIAM T. HARALSON and wife, JO ANNE HARALSON of the County of Gillespie and State of Texas, all of the following described real property in Gillespie County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in Gillespie County, Texas, the same being all of Tract No. 31 of WOODLANDS SUBDIVISION, in Gillespie County, Texas, as such tract is shown, designated and delineated on the map or plat of said subdivision, found of record in Volume 1, Page 74 of the Plat Records of Gillespie County, Texas, which said map or plat and its record are hereby referred to and are made a part hereof for all pertinent purposes.

This property is conveyed by Grantor and accepted by Grantee , subject to the land use restrictions attached hereto and marked Exhibit "A", and made a part hereof for all pertinent purposes.

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 Grantor 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.

EXECUTED this the 16th day of August, A. D., 1978.

KENNETH KUNZ, INCORPORATED

ATTEST:

Jacqueline Kunz

By: Kenneth Kunz
Kenneth Kunz, President

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.) BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Kunz, President of KENNETH KUNZ, INCORPORATED, a 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 on this the 16th day of August, A. D., 1978.

JEAN COLD
Notary Public, Gillespie County, Texas

Jean Cold
Notary Public in and for Gillespie County, Texas.

THE WOODLANDS

(Restrictions)

1. All tracts shall be used solely for residental purposes, except the tracts fronting U.S. Hwy. 290, which tracts may be used for business purposes. The nature and purpose of the business use shall be approved in writing by the Seller, his successors or assigns.

2. No building other than a single family residence containing not less than 1200 square feet, exclusive of porches, breezeways, carports and garages shall be erected or constructed on the property. The exterior of buildings shall be completed not later than twelve (12) months after laying foundation of the building. Servant quarters, guest houses and outbuildings may be constructed on the property after completion of the residence.

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 Dept. No outside toilets or cesspools shall be permitted.

4. 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.

5. 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 thereon.

6. No mobile home shall be used as a dwelling nor stored on any tract in this subdivision.

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

8. Only one permanent residence will be permitted on any one tract. No resubdivision will be permitted without written permission of the Seller.

9. No Church shall be erected on any residential tract but may be erected on any business tract.

10. No in-operative vehicles may be stored on any tract or street.

11. No improvements shall be erected on any tract nearer than forty (40) feet from the front property line nor shall there be any improvements erected nearer than ten (10) feet from any side property line except approved fences.

12. 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.

13. The Seller reserves unto himself or his assign, a six foot easement for utility purposes along each boundary of the property.

The restrictions described herein shall continue in force until July 1, 1987, and thereafter until changed by the majority of the property owners, each tract owner having one vote per tract.

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 subdivision 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.

EXHIBIT "A"

Filed for record in my office the 17th day of August A.D. 1978 at 11:36 o'clock A .M. and duly recorded the 23rd day of August A.D. 1978 at 2:06 o'clock P .M. in Volume 126 , pages 5-7 , Deed Records.

Doris Lange ,Clk, Co. Ct., Gillespie County,Texa

74

KENNETH KUNZ, INC. TO CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC.

LINE NO. 77-162

EASEMENT NO. .....

NAME .....

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS)
)
COUNTY OF Gillespie)

KNOW ALL MEN BY THESE PRESENTS:

VOL 123 PAGE 74

That the undersigned Kenneth Kunz, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is FREDERICKSBURG, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately 8 miles East (Show Direction Above)

from the town of Fredericksburg, Texas ; and bounded on the north by land owned by:

Hwy 290

on the south by land owned by:

on the east by land owned by:

and on the west by land owned by:

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extend necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

VOL. 123 PAGE 75

The easement herein granted by Kenneth Kunz Inc. map to the Grantee herein is limited to the area shown on the attached hereto and marked EXHIBIT "A" and six (6) feet along each side of all lot lines. This instrument shall not be construed as a blanket easement.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 24 day of August, 19 77

Sealed and delivered in the presence of:

Kenneth Kunz Inc.

By: Kenneth Kunz L. S.
President

L. S.

Date

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF Gillespie)

Before me, the undersigned authority, on this day personally appeared Kenneth Kunz, President of Kenneth Kunz, Inc., a 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 purpose 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 24th day of August A.D. 19 77

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

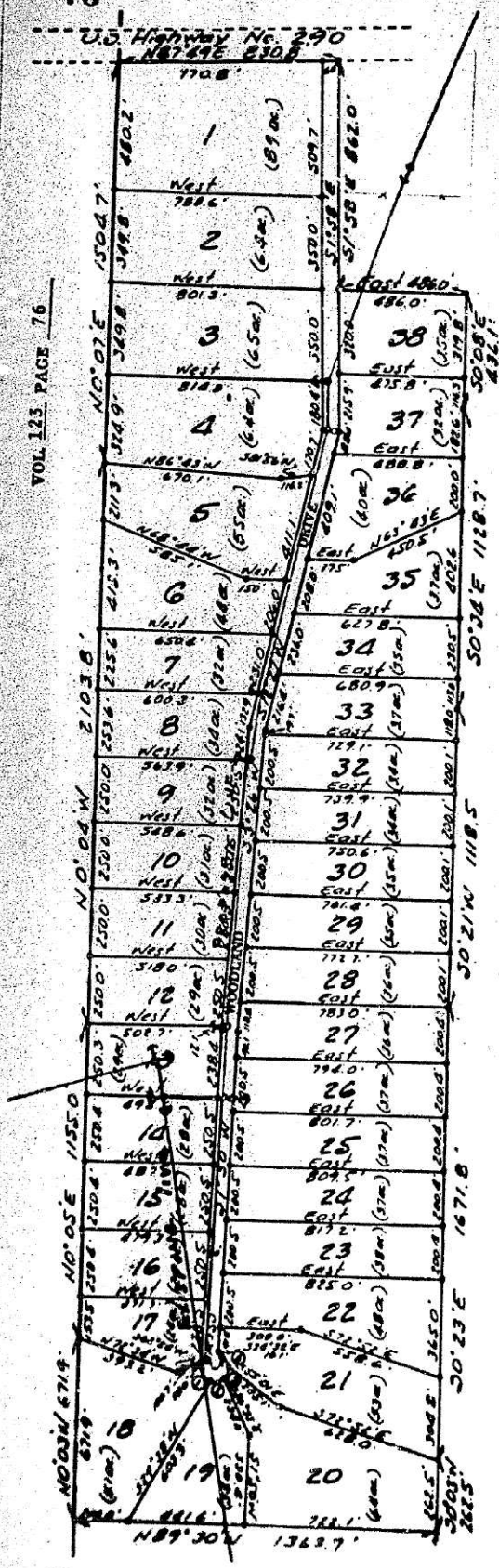


EXHIBIT 'A'

N

PROPOSED LINE

EXISTING LINE

the Woodlands

small acreage wooded homesites with sensible restrictions.

developed by

PENICK REAL ESTATE
104 WEST MAIN STREET
FREDERICKSBURG, TEXAS 78624
(512) 997-5684
VERNON PENICK
JIMMY PENICK
MICHAEL PENICK

****

TITLE PAGE

Filed 17th day of November A.D. 19 83 at 1:04 o'clock P .M.
and recorded 18thday of November A.D. 19 83 at 1:52 o'clock P .M.
in Volume 156 , pages 822-823 , Official Public Records of Real
Property Deed. DORIS LANGE, Clk. Co. Ct., Gillespie County, Texas.

Filmed by Debbie L. Wahl Deputy.
Debbie L. Wahl

ALLEN W. ERSCH, ET AL TO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

After Recording Return To
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.
P. O. Box 553
Fredericksburg, Texas 78624

LINE NO. 83-0282 & R 56-08-36-13-4

EASEMENT NO. .....

NAME .....

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS)
)
COUNTY OF Gillespie)

KNOW ALL MEN BY THESE PRESENTS:

VOL 156 PAGE 822

That the undersigned Allen W. Ersch and Debra A. Ersch

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is FREDERICKSBURG, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately eight (8) miles East
(Show Direction Above)
from the town of Fredericksburg, Texas; and bounded on the north by land owned by:

Lot # 32 Woodlands
on the south by land owned by:

Lot # 30 Woodlands
on the east by land owned by:

and on the west by land owned by:

Woodlands Subdivision Road

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

.....

.....

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 25 26 day of August 19 83
Sealed and delivered in the presence of:

Brian Ransleben
Brian Ransleben

Date August 25 1983

Billy N. Stafford
Billy N. Stafford
August 26, 1983

Allen W. Ersch L.S.
Allen W. Ersch

Debra A. Ersch L.S.
Debra A. Ersch

VOL 156 PAGE 823

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

County of Gillespie)

Before me, the undersigned authority in and for said County and State, on this day personally appeared

Brian Ransleben

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw Allen W. Ersch the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this 3 day of October, A.D. 19 83

My Term Expires
June 29, 1986

Patrick P. Duecker

Patrick P. Duecker
Notary Public, Gillespie County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

County of Gillespie)

Before me, the undersigned authority in and for said County and State, on this day personally appeared

Billy N. Stafford

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw Debra A. Ersch the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this 3 day of October, A.D. 19 83

My Term Expires
June 29, 1986

Patrick P. Duecker

Patrick P. Duecker
Notary Public, Gillespie County, Texas.

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 156 Pages 822-823, filmed on the 18th day of November, A.D. 19 83.

DORIS LANGE, Clerk, by Debbie L. Wahl Deputy.
Debbie L. Wahl

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