

COUNTY OF HAYS.

KNOW ALL MEN BY THESE PRESENTS:

That Brinkley Interests, Inc., a body corporate, duly incorporated and doing business under the laws of the State of Texas, having its principal office in Wimberley, Hays County, Texas, acting herein by and through Jane Brinkley White, its President, hereunto duly authorized by a resolution of the Board of Directors of said corporation, for the consideration hereinafter shown and stated, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto Bernie J. Nixon and Louise G. Nixon, husband and wife, of Ft. Bend County, Texas, and being all of Lot Thirteen (13), Paradise Hills, Section One (1), according to a plat thereof now of record in Vol. 1, Page 43, Hays County Plat Records, said property being more fully described in Exhibit "A", attached hereto and made a part hereof as if copied verbatim.

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 Bernie J. Nixon and Louise G. Nixon, their heirs or assigns, forever. And the grantor herein does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said Bernie J. Nixon and Louise G. Nixon, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

The consideration for this conveyance is as follows:

1. The sum of Ten and no/100 (\$10.00) Dollars cash and other good and valuable consideration paid to the said grantor by the said Bernie J. Nixon and Louise G. Nixon, grantees herein, the receipt of which is hereby acknowledged and confessed.
2. The remaining Six Thousand Three Hundred Seventy Five and no/100 (\$6,375.00) Dollars of said consideration is evidenced by one promissory note in the principal amount of Six Thousand Three Hundred Seventy Five and no/100 (\$6,375.00) Dollars, bearing even date herewith, executed by Bernie J. Nixon and Louise G. Nixon,

grantees herein, payable to the order of Brinkley Interests, Inc., bearing interest on the unpaid principal balance thereof from the date thereof until maturity at the rate of Eight and One-half (8-1/2%) per cent per annum; past due principal and past due interest bearing interest at the rate of Ten (10%) per cent per annum from its maturity until paid. The said note, both as to principal and as to interest, is due and payable in equal and consecutive monthly installments of Seventy Nine and 04/100 (\$79.04) Dollars each, the first of which monthly installments being due and payable on or before the ~~15th~~ day of *July*, 1977, with a like installment being due and payable on or before the day of each and every succeeding month thereafter until the entire note, both as to principal and as to accrued interest shall have been paid in full. Said note contains certain prepayment privileges as therein set forth as well as the usual accelerated maturity and attorney's fee clauses. Said note provides, and it is herein stipulated, that the failure to pay any monthly installment of principal and interest as and when same becomes due shall, at the option of the holder of the said note, and without notice, mature all of said note, making same at once due and payable, and the vendor's lien and the hereinafter described deed of trust lien securing the same subject to immediate foreclosure. Said note is secured by a vendor's lien, reserved in this deed upon the property conveyed hereby, which lien is acknowledged in said note, and said note is here referred to and made a part hereof in the same manner as though incorporated herein haec verba.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements until the above described note, and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute. For the purpose of additionally securing the payment of the said note, the grantees herein, *Barnie J. Nixon and Louise G. Nixon*, have this day executed and delivered to *Charles W. Richards*, Trustee, for the use and

benefit of the said Brinkley Interests, Inc., a deed of trust conveying the above described property, and said note is subject to maturity according to the terms and provisions of said deed of trust, which is not yet of record but which is, together with any future record thereof, here referred to and made a part hereof for all pertinent and legal purposes.

However, the above described property is hereby conveyed in all things subject to all easements and restrictions of record in the Deed and Plat Records of Hays County, Texas.

However, the above described property is hereby conveyed in all things subject to the following covenants, conditions and restrictions for the purpose of creating and carrying out a uniform plan for the improvements of and sale of property in said subdivision as a restricted subdivision. The following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Brinkley Interests, Inc. By appropriate reference this dedication, same shall be considered a part of each contract and deed as though fully incorporated therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot and parcel of land in said subdivision as shown by said plat and as referred to herein, and same shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of Brinkley Interests, Inc., its successors and assigns and all subsequent purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and for the terms of this instrument as hereinafter set forth. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1, 1988. At which time, said covenants shall be automatically extended for successive periods of Ten (10) years unless by vote of the then owners casting a majority vote, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The covenants, conditions and restrictions described herein are more fully shown in Exhibit "B" attached hereto and made a part hereof as if copied verbatim.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its President, and its common seal to be affixed hereto, this the *first* day of *June*, 1977.

BRINKLEY INTERESTS, INC.

By *Jane Brinkley White*
Jane Brinkley White, President

STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Jane Brinkley White, President of Brinkley Interests, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 *1st* day of *June*, 1977.

Julia E. Hunter
Notary Public, *Harris* County, Texas.



PRO-TECH ENGINEERING GROUP

I N C O R P O R A T E D

san marcos, texas 78666
p.o. box 1004

vol 299 p. 270

EXHIBIT "A"

FIELD NOTE DESCRIPTION
OF
0.56 ACRES OF LAND
OUT OF THE
THOMAS CAROTHERS SURVEY
HAYS COUNTY, TEXAS

BEING ALL OF LOT 13, PARADISE HILLS SECTION #1, A SUBDIVISION OF RECORD, RECORDED IN BOOK 1, PAGE 43, HAYS COUNTY PLAT RECORDS, AND BEING A PORTION OF THAT TRACT OF 303.88 ACRES OF LAND CONVEYED TO CARL N. BRINKLEY, INCORPORATED, BY CARL N. BRINKLEY, ET AL BY DEED DATED JANUARY 31, 1969, AND RECORDED IN VOLUME 233, PAGE 421, HAYS COUNTY DEED RECORDS:

BEGINNING at a point in the Southeast line of a cul-de-sac of Hilltop Drive as shown on the plat of Paradise Hills Section #1 for the most Westerly corner of the tract herein described, same being the most Westerly corner of the said Lot #13 and the Northeast corner of Lot #14, Paradise Hills #1;

THENCE leaving the said Lot #14, with the curving Southeast line of the said cul-de-sac of Hilltop Drive, an arc distance of 27.21 feet, said curve having a radius of 50 feet and a sub-chord which bears N 48° 36' East 26.88' to the most Westerly corner of the tract herein described, same being the most Northerly corner of the said Lot 13, and most Westerly corner of Lot 12, Paradise Hills Section No. 1;

THENCE leaving Hilltop Drive, with the common line between the said Lot #13 and the said Lot #12, S 57° 04' East, at approximately 193.27 feet passing the common east corner of the said Lot 13 and said Lot #12 and continuing on in all 263.68 feet for the most Easterly corner of the tract herein described, same being on the Northwest line of that tract of 19.44 acres of land conveyed to Donald Ray Neptune, et ux, by Frank E. Balajka, et ux, by deed dated March 1, 1976, and recorded in Volume 282, Page 388, Hays County Deed Records;

THENCE with the Northwest line of the said Neptune tract, the following courses numbered (1) and (2):

(1) S 40° 50' W 14.05 feet;

(2) S 51° 31' W 153.13 feet to the most Southerly

corner of the tract herein described;

THENCE leaving the said Neptune tract N 25° 53' West at approximately 90.27 feet passing the common Southerly corner of the said Lot 13 and the aforementioned Lot 14 and continuing with the common line of the said Lot 13 and the said Lot 14, in all 257.27 feet to the place of beginning containing 0.56 acres of land. Field Notes Prepared from Public Records, May, 1977.

by


Kelly Kilber, P. E.

E. O. 76-13271
PARADISE HILLS
SECTION #1
Lot 13 + "X"
Brinkley Estate
Public Records

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, placed or altered or permitted to remain on any residential building plot other than one detached single family dwelling or one semi-detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and quarters for bonafide servants. It shall be permissible for the building of a guest house subject to the approval of the aforesaid committee.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of a representative of Brickley Interests, Inc., or its assigns and two property owners approved by a majority of property owners. In the event of death or resignation of any member of said committee, the remaining members or member, shall have full authority to approve or disapprove such design and location. Or designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days, after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making or such alterations has been commenced prior to the completion thereof such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of such committee and its designated representative, shall cease on

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and after 20 years. Thereafter the approval, described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded property owners, appointing a representative, or representatives, who shall exercise the same powers previously exercised by said committee.

C. No improvements shall be erected or constructed on any lot in Paradise Hills nearer than 30 feet to the front street property line, nor nearer than 10 feet to the side property line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area less than 6500 square feet or width less than 60 feet in the front building set back line.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

F. No mobile homes, trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance.

H. The ground floor area of all dwellings shall not be less than 900 square feet and the area for a one and one-half story, two or two and one-half story shall not be less than 1500 square feet.

I. No spiritous, vinous, or malt or medicated bitters capable of producing intoxication shall be sold or offered for sale on said premises or any part thereof, nor shall said premises or any part thereof be used for any illegal or immoral purposes.

J. No livestock, poultry, or rabbits shall be kept on said premises. Household pets may be kept, but may not be bred or maintained for commercial purposes or for sale.

K. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the flow of water without backwater and shall be a minimum of one and three quarter (1-3/4) square feet, or (18 inch diameter pipe culvert). Culverts

or bridges must be used for driveways and for walks, and this restriction shall be enforceable by Hays County, Texas.

L. All grease and sewage disposals shall be so constructed as to dispose of such waste material through properly engineered grease traps, septic tanks, and field pipes, and it is strictly forbidden to dispose of sewage in any other manner.

M. No owner shall dump trash cans or garbage on any lot, public road or street in said subdivision. And each owner will maintain each lot owned by him, in a clean and sightly condition.

N. The Seller reserves to itself, its successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the lot or lots hereby conveyed for the purpose of installation or maintenance or public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage, and any appurtenances to the supply lines therefore, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire on said lots with no obligations to Seller to supply such services.

O. All accepted property owners and members of their families shall have ingress and egress to the river and other designated areas that may be developed by Seller in the future, subject to rules and regulations of Seller, but all others, except house guest or property owners must have written approval of said Seller.

P. No building or structure shall be occupied or used until the exterior is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on the premises and all plumbing shall be connected with a sanitary sewer or septic tank or equally effective methods of disposal to be approved by Seller.

Q. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and

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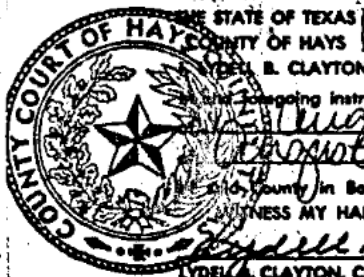
sanitary condition. No junk or wrecking yards shall be located on any tract without written approval of Seller. In the event property owners fail to keep their property clear of weeds and rubbish which in the Seller's sole opinion causes such tract or tracts to become objectionable, the Seller may clean or have cleaned such tract or tracts and the cost of cleaning such tract or tracts shall become a lien on such property. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-fourth (1/4) of said property, shall be properly covered, and shall be allowed only so long as Seller in its best and sole judgment deems such storage to be in the best interest of the property.

R. To preserve the beauty and value of lots in the subdivision, no removal of trees nor excavation of any materials other than for landscaping, construction of buildings, driveway, etc. will be permitted without the written permission of the Seller or the authorized control committee.

S. All tanks for storage of gases, liquids for fuel shall be buried beneath the surface of the ground, or placed in an inclosure acceptable to the architectural committee.

T. No hunting shall be allowed in this subdivision.

U. The tract described herein is all of one lot and a portion of land extending that lot. The tract is to be considered as one residential lot for all purposes, with restrictions applicable as if the tract as described herein was originally platted on the subdivision plats as one lot.



THE STATE OF TEXAS
COUNTY OF HAYS
I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 5th day of August A.D., 19 77 at 4:47 o'clock P. M., and duly recorded on the 8th day of August A.D., 19 77 at 11:40 o'clock A. M., in the Deed Records of Hays County, in Book Number 299 Pages 274 Inclusive.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.
Lydell B. Clayton By [Signature] Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County