

THE STATE OF TEXAS
COUNTY OF HAYS

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KNOW ALL MEN BY THESE PRESENTS:

FILED
HAYS COUNTY, TEXAS
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That CARL N. BRINKLEY, INC., BRINKLEY INTEREST INC., a Texas corporation, 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 Dorothy Jane Brinkley White, its President, hereunto duly authorized by a resolution of the Board of Directors of said corporation, and we DOROTHY JANE WHITE, MARY ANN CLANCY and JULIA ELIZABETH STRINGFELLOW, Individually and as Independent Co-Executrices of the Will and Estate of Carl N. Brinkley, Deceased, all of Harris County, Texas, for the considerations hereinafter shown and stated, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto Virgil Sayre and wife Joan Sayre, of Hays County, Texas except as hereinafter shown, All that certain real property lying and being situated in Hays County, Texas, and being All of Lot Thirty Two (32), "Paradise Hills Section Two (2) Revised, a subdivision near the Village of Wimberley, Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 307, Plat Records, Hays County, Texas.

The above described plat, and the above described subdivision, together with their respective records, are each here referred to and made a part hereof for descriptive and all other legal and 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 Virgil Sayre and Joan Sayre, their heirs or assigns, forever. And we do hereby bind ourselves, our heirs, executors, successors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Virgil Sayre and Joan Sayre, 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 to us in hand paid by the said Virgil Sayre and Joan Sayre, grantees herein, the Receipt of which is hereby acknowledged and confessed for which no lien is retained, either express or implied.

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 all easements and restrictions as shown in Exhibit "A" attached hereto, incorporated herein.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its said President, and its common seal to be affixed hereto, this the 28th day of March, 1979 and witness our hands this the 28th day of March, 1979.

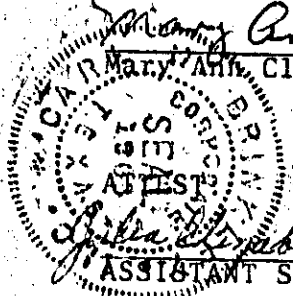
BRINKLEY INTEREST INC.

BY Jane Brinkley White
Jane Brinkley White, President

CARL N. BRINKLEY, INC.

BY Dorothy Jane Brinkley White
Dorothy Jane Brinkley White,
Vice President

ATTEST:

Mary Ann Clancy
Mary Ann Clancy

Elizabeth Stringfellow
ASSISTANT SECRETARY

WITNESS OUR HANDS this the _____ day of March, 1979.

Dorothy Jane White
Dorothy Jane White, Individually
and as one of the Independent Co-
Executrices of the Will and Estate
of Carl N. Brinkley, Deceased,

Mary Ann Clancy
Mary Ann Clancy, Individually
and as one of the Independent Co-
Executrices of the Will and Estate
of Carl N. Brinkley, Deceased.

Julia Elizabeth Stringfellow
Julia Elizabeth Stringfellow,
Individually and as one of the
Independent Co-Executrices of
the Will and Estate of Carl
N. Brinkley, Deceased.

THE STATE OF TEXAS I
COUNTY OF *Hays* I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared DOROTHY JANE BRINKLEY WHITE, Vice-President of Carl N. Brinkley, Inc., a corporation, and President of Brinkley Interests Inc., a Texas Corporation, 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, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of March, 1979.

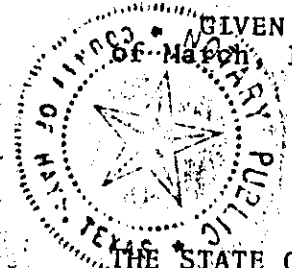


Piane Ayres
Notary Public in and for
Hays County, Texas

THE STATE OF TEXAS I
COUNTY OF HAYS I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared DOROTHY JANE WHITE, 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, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of March, 1979.



Piane Ayres
Notary Public in and for
Hays County, Texas

THE STATE OF TEXAS I
COUNTY OF HAYS I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared MARY ANN CLANCY, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of March, 1979.



Piane Ayres
Notary Public in and for
Hays County, Texas

THE STATE OF TEXAS I
 I
COUNTY OF HAYS I

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared JULIA ELIZABETH STRINGFELLOW, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of March, 1979.



Maime Ayres

Notary Public in and for
Hays County, Texas.

EXHIBIT A

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 Carl N. Brinkley, 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 of 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 powers and duties of such committee and its designated representative, shall cease on 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 of 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 home, 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

Vol. 324 p. 105

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 or 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 of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage, and any appurtenances to the supply lines therefore, including the right to remove and/or trim trees, shrubs and 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 obligation 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 woners 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 material shall be kept in a clean and 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 Sellers 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 of said property, shall be properly covered and shall be allowed only so long as Seller in its best and sound 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.

STATE OF TEXAS }
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me, on



March 29, 1979
Lydia B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS