

LITTLE FANCY  
**DEED RESTRICTIONS**

1 THE STATE OF TEXAS, {}  
2 COUNTY OF HAYS. {}

KNOW ALL MEN BY THESE PRESENTS:

3 That we, Ja Wahrmund and Grace Jewel Wahrmund, husband and wife,  
4 of Hays County, Texas, and William C. Ferguson and Dorothy Ferguson, h  
5 band and wife, of Hidalgo County, Texas, the owners of, and Clinton C  
6 Gembler, of Bexar County, Texas, Louis Lowery and Ruth Lowery, husbar  
7 and wife, of Hays County, Texas, and First Federal Savings and Loan  
8 Association of New Braunfels, a corporation organized under the laws  
9 of the United States of America, having its principal office and plac  
10 of business in New Braunfels, Comal County, Texas, acting herein by a  
11 through its duly authorized officers, as lien holders on and against,  
12 the following described tract of land in Hays County, Texas, and bein  
13 79.09 acres of land, being out of that tract of land patented to Ja  
14 Wahrmund by the State of Texas by patent dated April 17, 1952, and re  
15 corded in Vol. 153, Page 144, Hays County Deed Records, and a portior  
16 of that tract of land conveyed to H. C. Brenner, et al, by Ja Wahrmun  
17 et ux., by deed dated August 30, 1954, and recorded in Vol. 160, Page  
18 248, Hays County Deed Records, and being more particularly described  
19 by metes and bounds as follows:

20 BEGINNING at an iron stake found in the west line of a 30 foot road  
21 easement on the North line of the H. G. Pannell Survey No. 70 and the  
22 South line of the said Ja Wahrmund Survey for the Southwest corner of  
the tract herein described and from which beginning corner the Southwe  
corner of the Ja Wahrmund Survey bears N. 09° 47' W. 697.60 varas;

23 THENCE with the West line of proposed road easement, leaving fence on  
24 North line of Pannell Survey, the following courses numbered (1) thro  
(9):

25 (1) N. 39° 10' E. 137.63 varas;  
26 (2) N. 43° 49' E. 89.81 varas;  
(3) N. 55° 06' E. 91.62 varas;  
(4) S. 73° 50' E. 71.82 varas;  
27 (5) N. 32° 18' E. 68.43 varas;  
(6) N. 25° 43' E. 115.09 varas;  
28 (7) N. 19° 27' W. 43.87 varas;  
(8) N. 11° 27' E. 77.72 varas;  
29 (9) N. 4° 07' E. 169.85 varas to a point in centerline of road  
easement for the Northwest corner of the tract herein described;

30  
31 THENCE leaving road easement, EAST 630.10 varas to a point in fence l  
on the West line of that tract of 2177 acres of land conveyed to Mrs.  
Francis Moody Newman, et al, Trustees, by Bluford Thornton by deed da  
32 November 29, 1960, and recorded in Vol. 184, Page 351, Hays County De  
Records, for the Northeast corner of the tract herein described;

33  
34 THENCE with fence and West line of Newman tract, S. 1° 20' W. 134.69  
varas to angle point;

35 THENCE, continuing with fence and Newman line, S. 0° 05' W. 488.81 var

WALLACE T. BARNER  
ATTORNEY AT LAW  
SAN MARCOS, TEXAS

WALLACE T. EASER  
ATTORNEY AT LAW  
SAN MARCOS, TEXAS

1 to corner post for the Southeast corner of the tract herein described  
2 THENCE, with fence and North line of Pannell Survey, N. 89° 47' W.  
3 990.34 varas to the place of beginning, containing 79.09 acres of lan  
4 do hereby adopt the following plan for the subdivision of the same, t  
5 be known as "Fliteacres 'Little Ranches', Section II", a subdivision  
6 Hays County, Texas, to-wit, the plat of said tract of land as subdivi  
7 into lots hereto attached and made a part hereof, as prepared by Jame  
8 R. Hall, Registered Public Surveyor No. 608, Hays County Surveyor, af  
9 a survey on the ground, dated June 12, 1967, hereby dedicating to the  
10 use of the public the streets and roads as shown thereon; provided,  
11 however, and this dedication and subdivision of said tract of land is  
12 made upon the following expressed conditions and covenants, all of  
13 which are declared to run with the whole and each and every parcel of  
14 said subdivision and to each and every person or persons to whom any  
15 part thereof is conveyed, their heirs and assigns, and they shall eac  
16 covenant in accordance herewith by the acceptance of any deed to any  
17 part of said subdivision, or contract for the conveyance thereof, but  
18 it is with the intention that no person shall be liable under these  
19 covenants personally after he has parted with the title to any part o  
20 said subdivision, that is to say:  
21 1. There shall be no further subdivision of this property and no  
22 less than one platted tract shall be used as a residential building  
23 plot.  
24 2. No structure shall be erected, placed or permitted to remain  
25 any residential building plot other than a single family dwelling and  
26 garage, well house and similar appurtenant outbuildings, each dwellin  
27 shall contain at least 1,000 square feet of floor area including  
28 screened porches and shall be constructed of new materials only, unle  
29 the undersigned expressly approve the used materials to be used, and  
30 all improvements shall be of permanent construction and no trailer  
31 houses or temporary living quarters shall be used.  
32 3. No outdoor toilets shall be used, and prior to occupancy each  
33 dwelling shall be equipped with septic tank for sewage disposal or so  
34 other equivalent sewage disposal system.  
35 4. The owners, their heirs or assigns, shall not sell or convey  
any part of said premises to a person not of the Caucasian race and n  
residence lot shall be used by persons not of the Caucasian race exce  
as domestic servants working for the family occupying the residence.  
5. No business of any kind shall be carried on upon any residence  
lot.  
6. If the owners, their heirs or assigns, shall violate or atte  
to violate any of the covenants herein, it shall be lawful for the  
undersigned or any person owning any other property in this subdivisi  
to prosecute any action at law or in equity against the person or per

sons violating or attempting to violate any such covenant, to prevent such violation or to recover damages for such violation.

7. Invalidation of any of these covenants by judgment of a court shall in no wise affect any other provisions which shall remain in full force and effect.

WITNESS OUR HANDS this the 20<sup>th</sup> day of June, A. D. 1967.

Ja Wahrmund

Grace Jewel Wahrmund

William C. Ferguson

Dorothy Ferguson

Clinton G. Gembler

Louis Lowery

Ruth Lowery

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF NEW BRAUNFELS

ATTEST:

BY:

Arthur L. Darling, President

Secretary

THE STATE OF TEXAS, ( )

COUNTY OF HAYS, ( )

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared Ja Wahrmund and Grace Jewel Wahr-  
mund, his wife, known to me to be the persons whose names are sub-  
scribed to the foregoing instrument, and the said Ja Wahrmund acknowl-  
edged to me that he executed the same for the purposes and consideration  
therein expressed. And the said Grace Jewel Wahrmund, wife of the said  
Ja Wahrmund, having been examined by me privily and apart from her

2476  
7/20/05  
18.00 @

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## **CORRECTION WARRANTY DEED**

**Date:** July 12, 2005, to be made effective November 30, 2004

**Grantor:** Mason R. Bass and wife, Judy W. Bass

**Grantor's Mailing Address (including county):**

500 Summit Loop  
Wimberley, Texas 78676  
Hays County

**Grantee:** Paul J. Bennett and wife, Joyce A. Gaines

**Grantee's Mailing Address (including County):**

6305 Oakleaf Road  
Dallas, Texas 75246  
Dallas County

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration

**Property (including any improvements):**

Being Lot 17A, Flite Acres Little Ranches, Section No. 2 Amended, a subdivision in Hays County, Texas, according to the Map or Plat thereof recorded in Volume 12, Page 76, Hays County Plat Records.

**Reservations From and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to the Restrictive Covenants recorded in Volume 218, Page 127, Hays County Deed Records, and further made subject to the following additional restrictions:

1. No temporary living or storage structure of any kind will be allowed.
2. No mobile, modular, manufactured or trailer home will be allowed.

3. Only single-family residency will be permitted on the property.
4. A minimum of 2,000 square feet of living space (does not include porches, garage, breezeways) will be required.
5. Roofing material must be of slate, tile, metal or 30-year composition.
6. The above property is within the city limits of Wimberley, and therefore, is subject to plan approval and the building code of the Village of Wimberley.

This conveyance is further made and accepted subject to any and all restrictions, covenants, reservations, conditions, rights of way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record and subject, further, to taxes for the year 2004 and subsequent years.

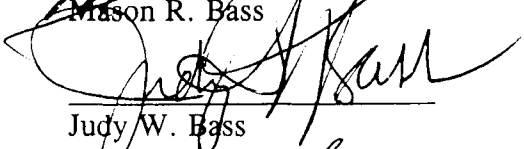
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

This Deed is made as a Correction Warranty Deed in order to correct the Warranty Deed recorded in Volume 2588, Page 308, Hays County Official Public Records, wherein by error or mistake the original Warranty Deed inadvertently omitted the Restrictions set forth above.

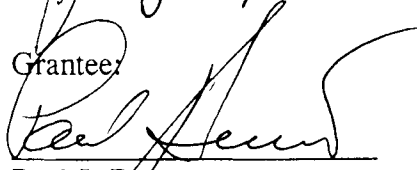
When the context requires, singular nouns and pronouns include the plural.

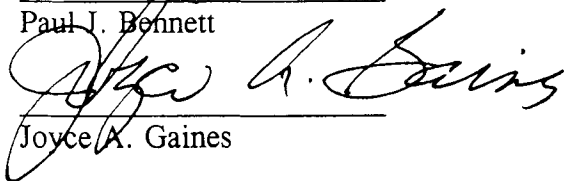
Grantor

  
Mason R. Bass

  
Judy W. Bass

Grantee

  
Paul J. Bennett

  
Joyce A. Gaines

