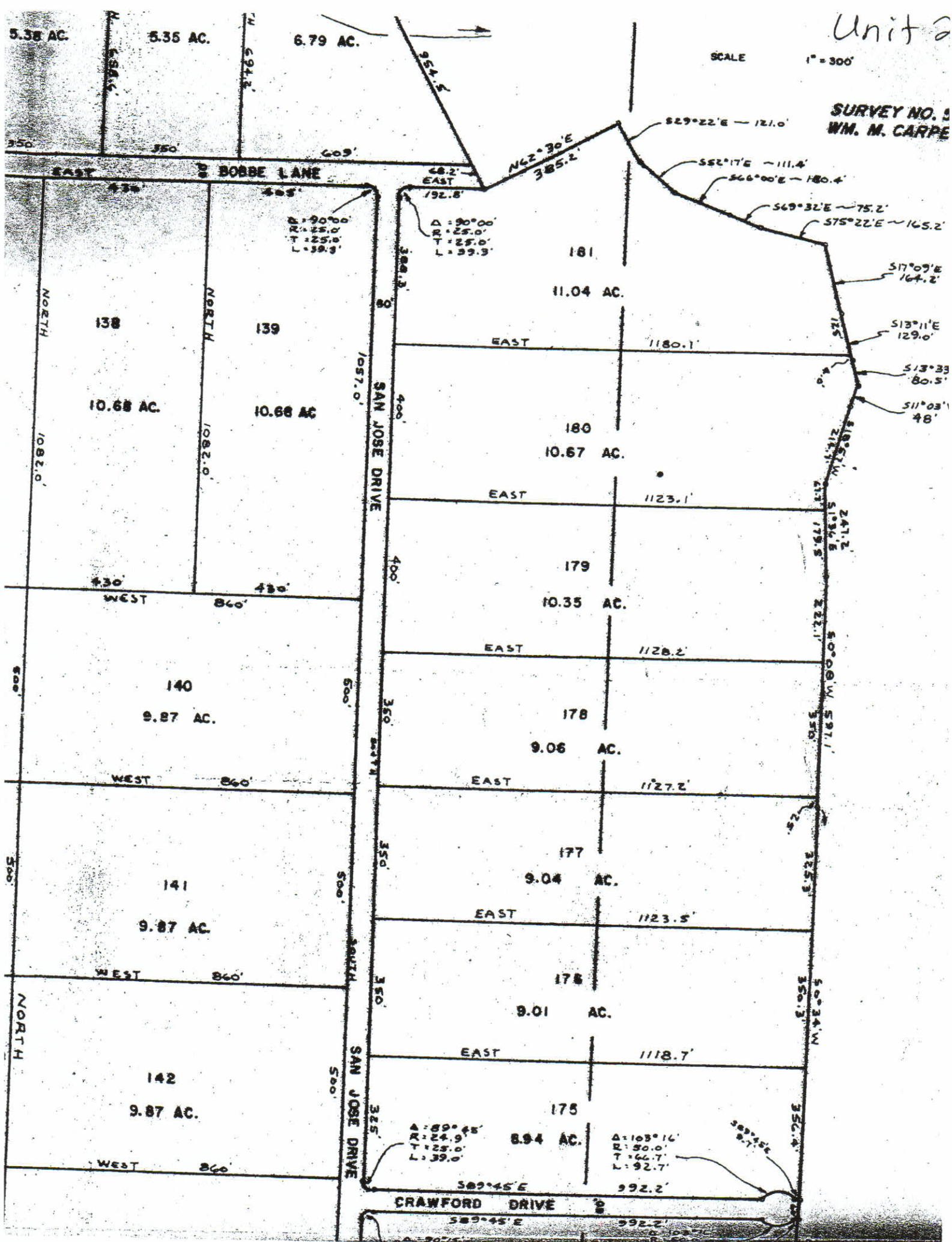


SURVEY NO. 5
WM. M. CARPE

SCALE 1" = 300'



STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ COMAL }

258627

KNOW ALL MEN BY THESE PRESENTS,

VOL. 0437 PAGE 235

corporation, hereinafter called "Grantor," for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and does by these presents GRANT, SELL and CONVEY unto

PAUL E. MERRELL 738 Sawtooth San Antonio

of DEXAR

County, Texas, hereinafter called "Grantees" (whether one or more)

Lot(s) ONE HUNDRED THIRTY FOUR (134) in

FOREST VIEW NORTH UNIT NO. II

as shown by map or plat of said subdivision duly recorded in the Office of the County Clerk of ~~COMAL~~ Comal County, Texas, in Volume 3, Page 72-73, of Plat Records of ~~COMAL~~ Comal County, Texas, reference to which is hereby made.

This conveyance is subject, however, to the following restrictions, covenants, conditions, easements and reservations, which are a part of the consideration for the execution of this deed and which shall run with and burden the title to the property hereby conveyed and shall be binding upon the Grantees, their heirs, successors and assigns.

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them to-wit:

1. Said lot or lots shall be used solely for residential purposes. Grantor expressly reserves the right until January 1, 1975 to vary the use of any property notwithstanding the restrictions embodied in this contract, should Grantor in its sole judgement deem it in the best interests of the property to grant such variances. The granting of any such variance by the Grantor shall be specifically stated in the deed conveying said lot of lots.
2. All buildings must be completed not later than twelve (12) months after laying foundations and no structures or home trailers of any kind may be moved onto the property. All buildings must be completely enclosed from ground level to the lower portion of outside walls as to maintain a neat appearance and remove posts or piers from outside view.
3. No used material shall be stored on the property. In the event materials shall be stored on this property or placed on the property which are, in the opinion of the Grantor, in violation of the above stipulations and agreement, Grantor may notify Grantees by mail of such violation and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Grantees agree that Grantor may remove said material from the property, dispose of such materials and charge Grantees with removal costs, the exercise of which right of removal shall leave Grantor free from any liability to Grantees.
4. No building or structures shall be erected or constructed on this lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Grantor, or by such nominee or nominees as it may designate in writing.
5. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with paragraph 2, above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc. approval of said location must be first obtained from the Grantor and the local Department of Health. No removal of trees or excavation of any other materials other than land-clearing, construction of buildings, etc., will be permitted without the written permission of Grantor.
6. No noxious, offensive unlawful or immoral use shall be made of the premises.
7. No hogs of any kind shall be raised, bred or kept on this lot.
8. All covenants and restrictions shall be binding upon the Grantees or their successors, heirs or assigns.
9. All lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.
10. Grantor conveys with his right, title and interest to any and all oil, gas and other minerals in the aforementioned lot of record. Minerals owned by other parties of record are excepted herefrom.
11. No lot 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 sanitary condition. No junk or wrecking yards shall be located on this lot.
12. These restrictions are to run with the land until June 1, 2000.
13. Invalidaton of any one of these covenants or restrictions by judgement of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.
14. An assessment, for the blacktopping of the street in front of this lot of .90 cents per foot for frontage along the front property line shall run against each lot and part thereof in said property. Such assessment shall be and is hereby secured by a lien on each lot respectively, and if and when Grantor, its successors or assigns shall blacktop the street, the assessment will become due and payable to Grantor, its successors or assigns in San Antonio, Texas.
15. An assessment of \$2.00 per month (which may be paid monthly, semi-monthly, or annually) shall run against each lot for the use and maintenance of the streets and property. The Grantor, its nominee or consignee, shall formulate all rules and regulations for operation of said area, and its decision with respect to the expenditure of such funds shall be conclusive. Such assessment shall be, and is hereby, secured by a lien on each respective lot, and shall be payable to the Grantor in San Antonio, Texas, on the 1st day of June of each year, commencing June 1, 1978. Where one owner owns more than one lot, there will be only one assessment for each owner. However, if such owner should sell to a party who therefore did not own property in Forest View North, then the lot sold shall thereafter be subject to the lien herein provided for. When 50% of the property has been deeded, or sooner at Grantors option, the maintenance fund will be consigned to a property owners committee.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee and the heirs, successors and assigns of the Grantee forever. The Grantor hereby binds itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises subject to the reservations, easements, restrictions and covenants above referred to, unto the Grantee and unto the heirs, successors, assigns and legal representatives of the Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for current year assumed by Grantee.

IN TESTIMONY WHEREOF, LAKECROFT, INC., has caused this instrument to be signed by its President, attested by its Secretary, and the corporate seal to be hereunto affixed at San Antonio, Texas, this the 27th day of March, A.D. 1985.

ATTEST:

GALE SHAN

Secretary

LAKECROFT, INC.

By

THOMAS BURWELL

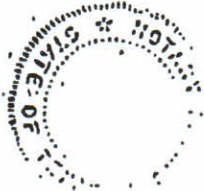
President

VOL C137 ~~max~~ 237STATE OF TEXAS
COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared

THOMAS BURWELL

President of LAKECROFT, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and he 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 this 8th day of March, 1985La Verne Pratt
Notary Public in and for Bexar County, TexasLA VERNE PRATT
My commission expires 11/15/86

FILED FOR RECORD

1985 MAR 12 AM 11:15

ROSIE ROSENDAURY
COUNTY CLERK COMAL COUNTYBY Margaret Wood
\$7.00

258627

WARRANTY DEED

LAKECROFT, INC.
FOREST VIEW NORTH

T. PAUL E. MERRELL

738 Sawtooth

San Antonio, Texas 78205

FILED FOR RECORD

This day of

A. D. 1985 at St. Louis

County Clerk, Bexar County, Texas

County Clerk, Bexar County, Texas

By:

Deputy

RECORDED

In Volume Page

Before In Outlines

\$700

445487

1986 0127

STATE OF TEXAS
COUNTY OF TRAVISFILED FOR RECORD
VLB Account 571-122195
04 AUG 15 AM 11:39

DEED

GRANTOR: Veterans Land Board of the State of Texas, 1700 North Congress Avenue, Austin, Texas, pursuant to the Texas Veterans Land Act, as amended.

GRANTEE: DONALD D. SCARBOROUGH
HC 4, Box 249, Blanco, Texas 78606-9802CONSIDERATION: NINETEEN THOUSAND AND NO/100
\$19,000.00

PROPERTY: All that certain 9.250 acres, more or less, more fully described in the Warranty Deed to the Veterans Land Board dated May 11, 1987, recorded in Volume 569, Page 681, Official Public Records of Real Records of COMAL County, Texas; and further described in that Contract of Sale and Purchase dated May 11, 1987, recorded in Volume 569, Page 685, Official Public Records of Real Property of COMAL County, Texas.

Together with and subject to any and all easements and appurtenances as set forth or pertaining to the referenced deed and contract of sale.

GRANTOR, for the stated consideration, does hereby release and convey unto DONALD D. SCARBOROUGH that certain tract of land more fully described in the above referenced Warranty Deed and Contract of Sale and Purchase.

This conveyance is made subject to any and all reservations, exceptions and conditions contained in the deed conveying the property to the Veterans Land Board, the above referenced Contract of Sale and Purchase and any subsequent severances and/or assignments thereof. It is further subject to all subsequent easements, rights-of-way, and prescriptive rights, whether of record or not; and all subsequent restrictions, reservations, covenants, condemnations, conditions, oil and gas leases, mineral severances, and other instruments that affect the property.

It is agreed and understood that in the event that a patented survey, of which the above described tract of land is a part, contains excess acreage, or that unsurveyed school land is contained within the boundaries of the above described tract of land, said board by the execution of this deed does not purport to grant or convey any right, title, or interest in and to such excess acreage or unsurveyed school land.

WITNESS MY HAND AND SEAL OF THE VETERANS LAND BOARD OF THE STATE OF TEXAS, on July 20, 1994.

Approved as to Contents: *cs/n*

 David G. Galt
 Executive Secretary
 VETERANS LAND BOARD
 OF THE STATE OF TEXAS

445487

1986 0127

STATE OF TEXAS
COUNTY OF TRAVIS

FILED FOR RECORD
VLE Account 571-122195
MAR 15 11:11:39

DEED

GRANTOR: Veterans Land Board of the State of Texas, 1700 North Congress Avenue, Austin, Texas, pursuant to the Texas Veterans Land Act, as amended.

GRANTEE: DONALD D. SCARBOROUGH
HC 4, Box 249, Blanco, Texas 78606-9802

CONSIDERATION: NINETEEN THOUSAND AND NO/100
\$19,000.00

PROPERTY: All that certain 9.850 acres, more or less, more fully described in the Warranty Deed to the Veterans Land Board dated May 11, 1987, recorded in Volume 569, Page 681, Official Public Records of Real Records of COMAL County, Texas; and further described in that Contract of Sale and Purchase dated May 11, 1987, recorded in Volume 569, Page 685, Official Public Records of Real Property of COMAL County, Texas.

Together with and subject to any and all easements and appurtenances as set forth or pertaining to the referenced deed and contract of sale.

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This conveyance is made subject to any and all reservations, exceptions and conditions contained in the deed conveying this property to the Veterans Land Board, the above referenced Contract of Sale and Purchase and any subsequent covenances and/or assignments thereof. It is further subject to all subsequent easements, rights-of-way, and prescriptive rights, whether of record or not; and all subsequent restrictions, reservations, covenants, condemnations, conditions, oil and gas leases, mineral severances, and other instruments that affect the property.

It is agreed and understood that in the event that a patented survey, of which the above described tract of land is a part, contains excess acreage, or that unsurveyed school land is contained within the boundaries of the above described tract of land, said board by the execution of this deed does not purport to grant or convey any right, title, or interest in and to such excess acreage or unsurveyed school land.

WITNESS MY HAND AND SEAL OF THE VETERANS LAND BOARD OF THE STATE OF TEXAS, on July 20, 1994.

Approved as to Contents: *gjn*

David Slater
Executive Secretary
VETERANS LAND BOARD
OF THE STATE OF TEXAS

RESTRICTIONS

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them to-wit:

1. Said tract or tracts shall be used solely for residential purposes. Seller expressly reserves the right until January 1, 1975 to vary the use of any property notwithstanding the restrictions embodied in this contract, should Seller in its sole judgment deem it in the best interests of the property to grant such variances. The granting of any such variance by the Seller shall be specifically stated in the deed conveying said tract or tracts.
2. All buildings must be completed not later than twelve (12) months after laying foundations and no structures or home trailers of any kind may be moved onto the property. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.
3. No used material shall be stored on the property. In the event materials shall be stored on this property or placed on the property which are, in the opinion of the Grantor, in violation of the above stipulations and agreement, Seller may notify Buyers by mail of such violation, and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Buyers agree that Seller may remove said material from the property, dispose of such materials and charge Buyers with removal costs, the exercise of which right of removal shall leave Seller free of any liability to Buyers.
4. No building or structures shall be erected or constructed on this tract until the building plans, specifications, plot plans and external design have first been approved in writing by the Seller, or by such nominee or nominees as it may designate in writing.
5. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with paragraph 2, above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc. approval of said location must be first obtained from the Seller and the local Department of Health. No removal of trees or excavation of any other materials other than land-scaping, construction of buildings, etc., will be permitted without the written permission of Seller.
6. No noxious, offensive unlawful or immoral use shall be made of the premises.
7. No hogs of any kind shall be raised, bred or kept on this tract.
8. All covenants and restrictions shall be binding upon the Buyers or their successors, heirs or assigns.
9. All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.
10. Seller conveys 1/2 his right, title and interest to any and all oil, gas and other minerals in the aforementioned tract of record.
11. 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 sanitary condition. No junk or wrecking yards shall be located on this tract.
12. These restrictions are to run with the land until June 1, 2000.
13. Invalidation of any one of these covenants or restrictions by judgement of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.
14. In the event of sale, transfer or assignment of this contract, which can be done only with the consent of Seller in writing, the assignee or grantee shall succeed to all of the rights and liabilities of the Buyers.