

VOL 280 144  
THE STATE OF TEXAS  
THE COUNTY OF HAYS

96510

KNOW ALL MEN BY THESE PRESENTS:

That we, LETA WILLIAMS HURLBUT, a widow of the County of Nueces and State of Texas, and BERTRAND EDWARDS HURLBUT, joined herein pro forma by my wife, PATRICIA EVELYN GLOOR HURLBUT, of the County of Hays and State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees of their one certain promissory note of even date herewith, in the principal sum of FIFTY-THREE THOUSAND ONE HUNDRED SIXTY AND 50/100 DOLLARS (\$53,160.50), payable to the order of Bertrand Edwards Hurlbut, as his sole and separate property and estate, in monthly installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Albert M. Walker, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto STEPHEN ROBERT HEILMAN and wife, ANNE MARIE HEILMAN, of the County of Travis and State of Texas, all of the following described real property in Hays County, Texas, to-wit:

All that certain real property consisting of 63.01 acres of land out of the W. H. D. Carrington Survey No. 11 in Hays County, Texas, being out of the Southeasterly part of Tract No. 1 of record in Volume 116, page 590 of the Deed of Trust Records of Hays County, Texas, and being further described by metes and bounds as follows:

BEGINNING at an iron pin found at the most Southerly Southeast corner of Tract No. 1 of record in Volume 116, page 590 of the Deed of Trust Records of Hays County, Texas, as fenced and used on the ground, also being the Southeast corner of the tract herein described;

THENCE, with the Southerly line, as fenced and used on the ground, of said Tract No. 1 of record in Volume 116, page 590 of the Deed of Trust Records of Hays County, Texas, the following 3 courses and distances:

1. S. 89°16' W. 1465.08'
2. S. 88°22' W. 265.49'
3. S. 88°59' W. 423.25' to an iron pin set in the centerline of a 50' Easement;

THENCE, along the centerline of said 50' Easement and the Westerly line of the tract herein described the following 3 courses and distances:

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1. N. 15°30' E. 168.99' Vol. 280 145  
2. N. 32°29' E. 224.11'  
3. N. 00°29' E. 103.38' to an iron pin set;

THENCE, N. 52°24' E. 1197.64' to an iron pin set;

THENCE, N. 79°41' E. 371.18' to an iron pin set;

THENCE, N. 16°10' W. 237.30' to an iron pin set;

THENCE, N. 07°12' E. 206.52' to an iron pin set;

THENCE, N. 31°31' E. 127.39' to an iron pin set;

THENCE, N. 56°01' E. 230.46' to an iron pin set;

THENCE, N. 27°33' E. 85.88' to an iron pin set;

THENCE, N. 36°13' W. 328.98' to an iron pin set;

THENCE, N. 63°05' W. 68.91' to an iron pin set in the centerline of aforementioned 50' Easement;

THENCE, with the centerline of said 50' Easement the following 2 courses and distances:

1. N. 02°46' E. 220.28'
2. N. 38°13' E. 51.10' to an iron pin set;

THENCE, S. 63°33' E. 662.19' to an iron pin at fence post at an inner all corner in the Easterly line of aforementioned Tract No. 1 of record in Volume 116, page 590 of the Deed of Trust Records of Hays County, Texas;

THENCE, with an Easterly line, as fenced and used on the ground of said Tract No. 1 of record in Volume 116, page 590 of the Deed of Trust Records of Hays County, Texas, the following 7 courses and distances:

- |  |                         |
|--|-------------------------|
| 1. S. 00°52' E. 240.20'  | 2. S. 01°11' E. 572.18' |
| 3. S. 01°34' E. 439.84'  | 4. S. 00°56' E. 277.58' |
| 5. S. 00°00' W. 267.76'  | 6. S. 00°47' W. 135.70' |
| 7. S. 01°27' E. 293.18' to the PLACE OF BEGINNING, containing 63.01 acres of land as surveyed October, 1975, by Otis B. Autry, Registered Public Surveyor #1508. |                         |

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 we do hereby bind ourselves, our heirs, executors and administrators 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.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained in favor of BERTRAND EDWARDS HURLBUT against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

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Grantees hereby assume the payment of all ad valorem taxes on said property for the year 1976 and subsequent years.

As covenants running with the land, binding on the tract of land hereby conveyed, and the present and successive owners thereof, and inuring to the benefit of that 2,453.1 acre tract of land an undivided interest in which was conveyed to Bertrand Edwards Hurlbut by partition deed dated October 16, 1975 and of record in Volume 280, pages 81 - 93 of the Deed Records of Hays County, Texas, and the present and successive owners thereof, it is agreed as follows:

1. The following agricultural activities are prohibited: (i) the raising or keeping of swine, (ii) the commercial raising of poultry, and (iii) commercial feedlots.
2. No resubdivision of the property shall be permitted for three (3) years from the date of this deed. These covenants shall continue to apply to any resubdivision of the property. However, grantors may continue to sell land out of the unsold portion of their 2,453.1 acres at any time.
3. Outdoor toilets are prohibited and individual sewerage disposal systems must meet minimum standards required by State law and be inspected by the Hays County Health Department.
4. No structure shall be erected on the property or allowed to remain on the property other than single family dwelling units and outbuildings such as garage, carport, servants quarters and other structures designed to be incidental to residential use, except that grantors shall have the right to designate commercial tracts to which this restriction shall not apply.
5. Wrecking yards, junk yards and salvage yards are prohibited and automotive vehicles not in running condition shall not be permitted to remain on the property for more than thirty (30) days.
6. In the interest of tranquility, game preservation, safety and the enjoyment of the natural beauty of the land, hunting, either with firearms or with bows and arrows, is prohibited on tracts of fifty (50) acres or less.
7. Mobile homes are prohibited unless: (i) they contain at least 700 square feet of floor space, (ii) they are less than four (4) years old at the time of installation, (iii) they are intended to be permanent attachments to the land, (iv) they are placed on a tract of fifty (50) acres or more, and (v) they are situated at least one hundred fifty feet (150') from any side property and at least three hundred fifty feet (350') from any road easement. Campers and trailers shall not be used for residential purposes for periods in excess of ninety (90) days. No shacks or temporary lean-tos shall be permitted.
8. Grantors reserve the right to run livestock on the property until grantees fence the property. Grantees shall not remove any perimeter fence that would enable grantors' stock to escape.
9. Any crossings of clear live creeks shall be maintained in such manner as not to cause muddy or polluted water downstream from the property conveyed hereby.
10. No gates or other cross structures shall be placed on any public roadway easements, except that cattle guards sixteen feet (16') or larger in width may be installed, with fences leading thereto. Grantors shall remove all existing cross structures not in compliance herewith within one (1) year from date hereof.

11. These restrictions and covenants shall run with the land and remain in full force and effect until January 1, 1990; thereafter, they shall remain in full force and effect unless a majority of the owners of said 2,453.1 acre tract shall elect to alter or change the same.

12. These restrictions and covenants shall be fully binding upon all persons presently owning and all persons acquiring any part of the 2,453.1 acre tract out of which this property is hereby conveyed, whether by descent, devise, purchase or otherwise, and no purchaser of any tract therein shall occupy, convey, lease, or rent such tract so purchased in violation of the restrictive covenants herein set out, and any person by the acceptance of title to any tract within said 2,453.1 acres shall thereby agree and covenant to abide by and fully perform these restrictions and covenants; if any such present owner or subsequent purchaser, or his heirs or assigns, shall violate or attempt to violate, any of said covenants, it shall be lawful for any person or persons owning any of the real property within the said 2,453.1 acre tract to prosecute any proceeding in law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other due for such violation.

13. All future conveyances of any part of said 2,453.1 acre tract shall contain these covenants, set out verbatim or by specific reference.

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

This conveyance is in all things subject to rights of the public in and to a roadway extending twenty-five feet (25') into the property conveyed hereby along its entire northwest side, and this conveyance is further subject to the following two mineral reservations: (i) the reservation, in that deed of partition dated October 16, 1975 and not yet of record, by James Douglas Hurlbut of a one sixty-fourth (1/64th) non-participating royalty in and to all (100%) of the oil, gas, and other minerals and metals, including, but not limited to, uranium, thorium, vanadium, molybdenum, and other fissionable or associated minerals or metals in and under and that may be produced from the above described land, and (ii) the reservation by grantors, in addition to the reservation above, of a one sixty-fourth (1/64th) non-participating royalty in and to all (100%) of the oil, gas, and other minerals and metals, including, but not limited to, uranium, thorium, vanadium, molybdenum, and other fissionable or associated minerals or metals in and under and that may be produced from the above described land. These reservations shall be for a term of twenty (20) years from the date hereof and for as long thereafter as any such oil, gas, mineral or metal is produced from the above land or from land with which said

land is pooled, unitized or combined for production.

EXECUTED this 4<sup>th</sup> day of December, A. D., 1975.

Leta Williams Hurlbut  
Leta Williams Hurlbut

Bertrand Edwards Hurlbut  
Bertrand Edwards Hurlbut

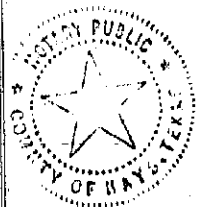
Patricia Evelyn Gloor Hurlbut  
Patricia Evelyn Gloor Hurlbut

THE STATE OF TEXAS

COUNTY OF Hays

BEFORE ME, the undersigned authority, on this day personally appeared LETA WILLIAMS HURLBUT, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4<sup>th</sup> day of December, A. D., 1975.



Glenn F. Smith  
Notary Public in and for  
Hays County, Texas.

THE STATE OF TEXAS

COUNTY OF Hays

BEFORE ME, the undersigned authority, on this day personally appeared BERTRAND EDWARDS HURLBUT, 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.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4<sup>th</sup> day of December, A. D., 1975.

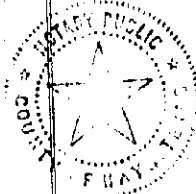


Island J. Vicks  
Notary Public in and for  
Hays County, Texas.

THE STATE OF TEXAS  
COUNTY OF Hays

BEFORE ME, the undersigned authority, on this day personally appeared PATRICIA EVELYN GLOOR HURLBUT, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4<sup>th</sup> day of December, A. D., 1975.



Island J. Vicks  
Notary Public in and for  
Hays County, Texas.

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 8<sup>th</sup> day of December, A. D., 1975 at 4:30 o'clock P. M., and duly recorded on the 9<sup>th</sup> day of December, A. D., 1975 at 11:30 o'clock A. M. in the Book 280 Pages 144-149 inclusive. Records of said County in Book Number 280 Pages 144-149 inclusive. the date last above written.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, this 8<sup>th</sup> day of December, 1975.

Lydell B. Clayton  
LYDELL B. CLAYTON, Clerk of the County Court within and for the County