

THE STATE OF TEXAS

9135

COUNTY OF WILLIAMSON

I

KNOW ALL MEN BY THESE PRESENTS:

THAT VOR, INC., a Texas corporation, acting herein by and through its duly authorized officer, hereinafter referred to as Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, to it in hand paid by INSILCO CORPORATION, a corporation duly organized and existing under the laws of the State of Connecticut, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto INSILCO CORPORATION, the following described real property in Williamson County, Texas, to-wit:

BEING the surface rights only in and to Tract No. 10, Live Oak Park, Section II, and being 5.01 acres of the L. S. Walters Survey, Abstract No. 653, in Williamson County, Texas, part of a 53.43 acre tract conveyed to Liveoak Park, Inc. in Vol. 770, Page 315, Deed Records, said 53.43 acres being the remainder of a 63.43 acre tract less a 10 acre tract excepted therefrom surveyed on the ground in May of 1980, under the direction of W. F. Forest, Registered Public Surveyor No. 101.

BEGINNING at an iron pin set in the fenced South line of said 53.43 acres and the 63.43 acres. The Southeast corner of the 10.0 acre tract excepted from the 63.43 acres and the lower Southwest corner of the 53.43 acres bears S 72 degrees 14 minutes 25 seconds W 330.63 feet, more or less.

THENCE N 19 degrees 43 minutes 10 seconds W 428.54 feet to set an iron pin in the South line of a 50 foot wide road easement.

THENCE N 72 degrees 16 minutes E 510.0 feet with the South line of the easement to set an iron pin.

THENCE S 19 degrees 35 minutes E 429.07 feet to set an iron pin.

THENCE S 72 degrees 19 minutes 50 seconds W 509.0 feet with the fences South line of the 53.43 acre tract, to the POINT OF BEGINNING.

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 Grantee, Grantee's heirs, successors and assigns, forever; and the Grantor herein does hereby bind the Grantors, Grantor's heirs, executors, successors,

DEED RECORDS
WILLIAMSON COUNTY, TEXAS

assigns and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This conveyance is subject, however, to easements, restrictions, reservations, conditions and covenants of records, and easements as they appear on the ground. This conveyance is further subject to the restrictions attached hereto as Exhibit "A", and by the acceptance of this Deed, the Grantee herein agrees to abide by same.

EXECUTED, this the 19th day of September, A. D., 1983.

NO SEAL

VOR, INC.

BY:

O. E. AINSWORTH, President

Grantee's Address:

Insilco Corporation

Miles Homes
Post Office Box 9495
Minneapolis, Minnesota 55440

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged to before me on September 22nd, 1983, by O. E. Ainsworth, President of VOR, INC., a Texas corporation, on behalf of said corporation.

L. H. Wolf
L. H. Wolf, Notary Public in and for
the State of Texas
My Commission Expires 10/3/85

**LIVE OAK PARK
Section II
RESTRICTIONS**

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1. No commercial operations, such as feed lots, hogs, turkeys, or junk-yard business or operations shall be maintained on any of the tracts, and the premises shall not be stocked with livestock in such a number to require heavy supplemental feeding thereby creating a nuisance. No fowls or animals shall be kept on the premises in such numbers or manner to create a nuisance.
2. All mobile and modular homes must be factory made. Used models must be in good condition and appearance, and must be approved by the developers of the subdivision. All mobile and modular homes must be maintained in good condition and appearance.
3. Vehicles which are not in running order shall not be kept on a tract over sixty days, unless such vehicle is kept in a closed garage.
4. An annual assessment of Fifty Dollars (\$50.00) per tract per year shall run against each tract adjacent to the existing roadway for its maintenance. Such assessment shall be and is hereby secured by a lien on each tract respectively which is adjacent to such roadway and shall be payable to Seller or his assigns on the first day of January of each year commencing January 1, 1980. Seller may appoint at his discretion a Property Owners Committee consisting of three members for purpose of enforcing the restrictions and maintaining the roadways. In the event of the death or resignation of any member of said committee, the remaining member or members shall have authority to act until the member or members have been replaced. In the event of death or resignation of any members, the remaining member or members shall designate a successor(s). Should any tracts out of this parcel be sold to the Veterans' Land Board of the State of Texas, this covenant shall not apply to the Veterans' Land Board during the period of time it holds fee simple title. However, the annual assessment shall be the personal obligation of the Veteran-Purchaser while the Board holds fee simple title.
5. An assessment, for the purpose of bringing water to each lot or tract, of Four Hundred Dollars (\$400.00) per tract for bringing a water line along the front property line, shall run against each lot and part thereof in said subdivision and an assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds description. Such assessment shall be and is hereby secured by a lien on each lot or tract respectively and if and when Seller, its successors or assigns shall construct a water main, in the street and/or easement running by said lot or tracts and water is made available to same, said assessment, aforesaid, shall become due and payable to Seller, its successors and assigns, in Austin, Texas, at the time the water supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment basis.
6. These restrictions may from time to time, be amended by a majority of the Property Owners Committee. Such alterations, amendments or deletions of any of the restrictions herein will be effective and binding. Enforcement of any of the restrictions may be by suit by or on behalf of any owner of any tract or by Live Oak Park, Inc., against any person, firm or corporation violating or about to violate any of these restrictions. In the event enforcement actions are instituted and the enforcing party prevails, then court costs and reasonable attorneys fees shall be assessed by the court against the violator.
7. The roadway to the property being conveyed shall remain open and unobstructed and installation of gates, cattle guards and the like is prohibited.

EXHIBIT "A"

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FILED FOR RECORD

1983 SEP 28 PM 4:53

James S. Boyington
COUNTY CLERK
WILLIAMSON COUNTY, TEX.

943
1983

STATE OF TEXAS COUNTY OF WILLIAMSON
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 Williamson County, Texas, as stamped hereon by me, on

OCT 1 1 1983



James S. Boyington
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Justice Corporation

WCR, Inc.

W D

9135

PLH Georgetown T-11-2

(8) 7.00