

THE STATE OF TEXAS  
COUNTY OF VAL VERDE

PREPARED FOR: Glenn H. Kothmann  
Tract 15

FIELD NOTES TO DESCRIBE

A survey of 100.000 Acres of land situated about 68 miles N 47° W of Del Rio, in Val Verde County, Texas, out of Survey No. 78, Block "H", Abstract No. 3756, G. C. & S. F. RR. Co., original Grantee, being Tract 15 of the subdivision of a portion of that certain 6212.454 Acre Tract of land conveyed by Deed to Glenn H. Kothmann from D. W. Winters, et ux, dated April 27, 1988, as recorded in Volume 494 on Page 194 of the Deed Records of Val Verde County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set in fence on the recognized South line of said Survey No. 78 and the South line of said 6212.454 Acre Tract of land for the Southwest corner of a certain 112.989 Acre Tract of land, this day surveyed as Tract 16 of said subdivision, and the Southeast corner of this survey from which a 3" diameter pipe found in concrete in old rock mound marked "SW 79 - Block "H" for the Southwest corner of Survey No. 79, Block "H", Abstract No. 726, G. C. & S. F. RR. Co., original Grantee, and the Southeast corner of said Survey No. 78 bears N 88-57-35 E 1883.63 feet;

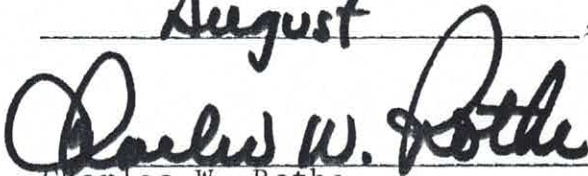
THENCE: Along fence, the recognized South line of said Survey No. 78, and the South line of said 6212.454 Acre Tract of land, S 88-57-35 W 1668.80 feet to a 5/8" iron pin set for the Southeast corner of a certain 100.000 Acre Tract of land, this day surveyed as Tract 14 of said subdivision, and the Southwest corner of this survey;

THENCE: Along the East line of said Tract 14, North at 2582.04 feet pass a 5/8" iron pin and steel fence post, continuing a total distance of 2612.04 feet to a point on the South line of a certain 100.000 Acre Tract of land, this day surveyed as Tract 19 of said subdivision, for the Northeast corner of said Tract 14 and the Northwest corner of this survey;

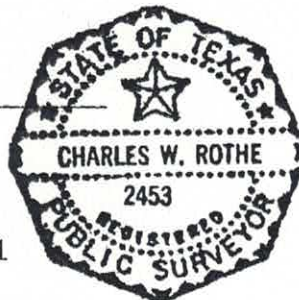
THENCE: Along the South line of said Tract 19 and the South line of a certain 100.000 Acre Tract of land, this day surveyed as Tract 18 of said subdivision, N 89-03-08 E 1668.75 feet to a point for the Northwest corner of said Tract 16 and the Northeast corner of this survey;

THENCE: Along the West line of said Tract 16, South at 30.00 feet pass a 5/8" iron pin and steel fence post, continuing a total distance of 2609.34 feet to the POINT OF BEGINNING.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 17<sup>th</sup> day of August, 1988.



Charles W. Rothe  
Registered Public Surveyor No. 2453  
1705 Avenue K, P. O. Box 426  
Hondo, Texas 78861  
Ph. (512) 426-3005 or (800) 292-1331





## 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 tracts shall be used solely for residential purposes. Seller expressly reserves the right until June 1, 2050 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 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 have at least 800 sq. ft. of living space and no structures of home trailers, except in area where designated by Seller. Regulations governing same will be designated before mobile home may be moved in with Seller as sole judge to regulations and conditions. All buildings must be completely enclosed from the ground level to the lower portion of outside walls as to maintain a neat appearance and remove posts or piers from the 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 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. 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.

11. These restrictions are to run with the land until June 1, 2050.

12. Invalidity 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.

13. 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. All payments must be current. A transfer fee of \$50.00 will be charged.

14. A tract designated for business will not sell opened alcoholic beverages.

15. No tract shall be used for road purposes or for building a road through any tract without the written permission of the Seller.

16. All culvert pipe placed in ditches shall conform to County specifications.



IV

The Buyer shall pay all taxes and assessments which may accrue against said property after date. In the event Buyer shall fail to pay said taxes and assessments when due, it will constitute a lien against said property, and no payments will be accepted until the taxes or assessments and any fees accrued thereto, are paid in full.

V

That an assessment for the purpose of bringing electricity to each tract is \$1.95 per frontage foot per tract shall run against each tract and part thereof in said property. Such assessment shall be and is hereby secured by a lien on each tract respectively, and, if and when Seller, its successors or assigns, shall construct an electric line in the street and/or easement running by said tract and electricity is made available to same, said assessment aforesaid shall become due and payable to Seller, its successors or assigns, in San Antonio, Texas, at the time the electric supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment basis. Should said assessment not be paid when due as specified above, the unpaid amount shall be charged interest at the rate of \_\_\_\_\_ per annum. If and when an electric system is installed, it is agreed by and between seller and buyer that buyer will not hold seller or electric company responsible for any acts of God, including such services and supply as may be installed.

VI

An assessment, for the blacktopping of the street in front of this tract of \$3.95 per foot for frontage along the front property line shall run against each tract and part thereof in said property. Such assessment shall be and is hereby secured by a lien on each tract respectively, and, if and when Seller, its successors or assigns shall blacktop the street, the assessment will become due and payable to Seller, its successors or assigns in San Antonio, Texas.

An assessment of \$3.00 per month shall run against each tract for the use and maintenance of roads. The decision of Seller, its nominee or designee at its sole discretion, with respect to the use and expenditure of such funds shall be conclusive, and the Buyer shall have no right to dictate how such funds shall be used. Such assessment shall be, and is hereby, secured by a lien on each tract respectively, and shall be payable to Seller at his office on the first day of June of each year, commencing June 1, 19\_\_\_\_\_, or to such other persons as Seller may designate. In the event this contract shall cover more than one tract or lot in aforesaid subdivision, there will be only one assessment in the amount above stipulated, provided, however, that in the event Purchaser should sell one or more of his said tracts to a party who theretofore did not own property in the above described subdivision, then said tracts so transferred shall thereafter be subject to the assessment and lien herein provided for. The assessments provided for in this Paragraph, and the liens securing payment of same shall, except as to accrued and unpaid assessments, be in full force and effect until County accepts the roads for maintenance.

VII

This contract is accepted by the Buyer subject to restrictions, easements, and right-of-way of record or to be made of record. If the Buyer violates any of the terms of conditions of this contract and restrictions, or defaults in making one or more of said payments, all right, title and interest of such Buyer, his heirs or assigns, in said property, shall be forfeited and revert to the Seller, its assigns or successors. All sums theretofore paid by Buyer shall likewise forfeited and revert to Seller as rent, unless Buyer, within sixty (60) days after written notice from Seller of such violation of default, comply with all terms and conditions imposed on Buyer by this Contract. Buyer agrees said notice shall be sufficient if delivered to him in person or by mail, addressed to his address as shown on this Contract. This agreement shall not be construed as a conveyance of sale of the property above described, but shall be construed as a mere agreement to sell the property under the terms and conditions herein set out; and the relationship created between the Seller and the Purchaser shall be that of landlord and tenant until such time as the Seller delivers to Purchaser a warranty deed, as therein provided for.

VIII

Buyer agrees the foregoing contains all the terms and conditions of this agreement, and that the said terms and conditions are the only ones which shall be binding on the parties to this contract.

IX

No real estate broker, salesman or any other representative of the Seller has any authority to make any promises, representations, warranties, or commitments unless agreed to and accepted by Seller and reduced to writing as provided herein.

This Contract is not binding until signed by Seller.

WITNESS 22nd day of Sept, 1992.

WITNESS Adrian Cayx

Glenn H. Kothmann  
SELLER

Abel Acobado Jr.  
BUYER

Mary Escobar  
BUYER