

v. 303 270

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF ~~DALLAS~~
TRAVIS

BEFORE ME, the undersigned, a Notary Public,

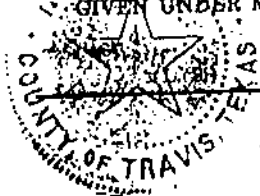
Linda E. Smith, In and for said County, Texas, on this day personally appeared

Leland L. Coggan President of Deer Creek Ranch, Inc.

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 16th day of September, A. D. 19 77

Linda E. Smith
Travis County, Texas



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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 15th day of September A. D. 19 77 at 2:53 o'clock P. M., and duly recorded on the 16th day of September A. D. 19 77 at 9:40 o'clock A. M., in the deed Records of said County in Book Number 303 Pages 269-270 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.
Lydell B. Clayton By [Signature] Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County



NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

WARRANTY DEED
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THE STATE OF TEXAS
COUNTY OF HAYS

} KNOW ALL MEN BY THESE PRESENTS:

That DRIPPING SPRINGS VOLUNTEER FIRE DEPARTMENT

of the County of HAYS and State of TEXAS for and in
consideration of the sum of TEN AND NO/100
----- (\$10.00) ----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of
which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
Deer Creek Volunteer Fire Department, Star Rt. 1A, Box 218, Dripping Springs, TX 78620

of the County of HAYS and State of TEXAS, all of
the following described real property in HAYS County, Texas, to-wit:

Being all of Lot Seven (7), in Block F, of Hillcreek West Subdivision,
Section I of the County of Hays, Texas, according to the Map thereof of
record in the Map Records of Hays County, Texas.

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, its heirs and assigns
forever; and do hereby bind itself, its heirs, executors and administrators to
WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee,

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.
This conveyance is made and accepted subject to any and all conditions and
restrictions, if any, relating to the hereinabove described property, to the
extent, and only to the extent, that the same may still be in force and effect,
shown of record in the office of the County Clerk of Travis County, Texas.

EXECUTED this 26 day of April, A.D. 19 82

DRIPPING SPRINGS VOLUNTEER FIRE DEPARTMENT

BY: *[Signature]* Pres.
[Signature] J. C. TOUCHSTONE, Sec.-Tre.
O C H A R M O N

DEEDS
Hays County, Texas

374 326
THE STATE OF TEXAS
COUNTY OF

(Acknowledgment)

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19____

Notary Public in and for _____ County, Texas.
My commission expires....., 19.....
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19____

Notary Public in and for _____ County, Texas.
My commission expires....., 19.....
(Printed or stamped name of notary)

WARRANTY DEED

DRIPPING SPRINGS VOLUNTEER FIRE DEPARTMENT
HAYS COUNTY, TEXAS

TO '82 APR 27 AM 11 12

DEER CREEK VOLUNTEER FIRE DEPARTMENT
PO Box 371
Dripping Springs, Texas
COUNTY CLERK

STATE OF TEXAS
COUNTY OF HAYS

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 Hays County, Texas, as stamped hereon by me

April 28, 1982
By *John P. Burke, Jr.*
COUNTY CLERK
HAYS COUNTY, TEXAS

PREPARED IN THE LAW OFFICE OF:

JOHN P. BURKE, JR.



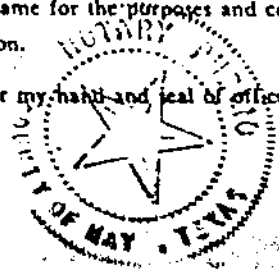
PLEASE RETURN TO:

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared *J.C. Touchstone* of *D.C. Harmon* of DRIPPING SPRINGS VOLUNTEER FIRE DEPARTMENT corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that e 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 on this the



26 day of April, A.D. 1982
Notary Public in and for _____ County, Texas.
My commission expires 7-1-____, 1987
John A. Gray, Jr.
(Printed or stamped name of notary)

THE STATE OF TEXAS §

COUNTY OF HAYS §

82362

WHEREAS, Deer Creek Ranch, Inc., is the OWNER of the hereinafter described premises in Hays County, Texas, to-wit:

BEING, HILL CREEK WEST, a subdivision in the Juan Rodriguez league and labor #42, being situated in Hays County, Texas, as per Map or Plat of said Subdivision filed for record under Volume 1, Page 33, of the County Clerks Office of Hays County, Texas, and

WHEREAS, it is the desire of said OWNER to place the following conditions, covenants, restrictions and reservations on the above described Subdivision, as follows, to-wit:

1. All tracts shall be used solely for residential purposes except tracts designated otherwise by Deer Creek Ranch, Inc., however, no business shall be conducted on any one of these tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibrations.
2. Tracts designated as business may be used either for residential or business purposes: provided however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns or designees. No tract may be subdivided unless written approval is given by the Seller, its assignees or designees.
3. No building other than a single family residence containing not less than 900 square feet exclusive of open porches, breezeways, carports and garages and having exterior walls of not less than 25% of this combined area of rock, brick, concrete or other approved masonry material shall be erected or constructed on any residential tract in Hill Creek West nearer than 40 feet to the front property line, or nearer than a distance equal to 15% of the width of said tract to the side property lines, or nearer than a distance equal to 15% of the length of said lot to the rear property line.
4. No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, its successors or assigns, or such nominee or nominees as it may designate in writing.
5. No advertising or "For Sale" signs shall be erected in Hill Creek West, Section 1, that are larger than two feet by two feet without prior written approval of Seller.
6. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph 3 above and any structure or part hereof constructed of lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, building or other improvements, approval of said location must first be obtained from Seller. No removal of trees or excavation of any other materials than necessary for landscaping, construction of building, driveways and other improvements will be permitted without the prior written approval of Seller.
7. No noxious, offensive, unlawful or immoral use shall be made of the premises.
8. All covenants and restrictions shall be binding on Purchaser, his successors, heirs or assigns. Said covenants and restrictions are for the benefits of all tracts located in Hill Creek West, Section 1, and all lots therein shall be so encumbered.
9. The Seller reserves for itself, its successors and assigns an easement or right-of-way over a strip along the side, front and rear property lines of all the tract or tracts hereby conveyed, ten (10) feet in width for the purposes of installation or maintenance of public utilities including but not limited to gas, water, electricity, telephones, drainage

and sewage and any appurtenances thereto, including the right to move and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the installation of such utilities as and when any public or private authority or public utility company may desire to serve said tracts with no obligation upon Seller to supply such services.

10. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall such waste 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 and sanitary condition. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in orderly manner on the rear 1/3 of said property, shall be properly covered and shall be allowed only so long as Seller in its sole discretion deems such storage to be in the best interest of the property.

11. Livestock or poultry shall not be raised, bred or kept on any lot or tract for any commercial purposes. Billy goats nor swine shall not be kept on the property at any time.

12. These restrictions are to run with the land until June 1, 2000 and thereafter shall be automatically extended for additional periods of 10 years each unless the record owners of the majority of the tracts in Hill Creek West, Section 1, shall amend said restrictions in whole or in part.

13. Invalidation of any one of these covenants or restrictions by Judgment of any sort shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS MY HAND at Dallas, Texas, this 1st day of MAY, 1973.

Earl N. Jackson
EARL N. JACKSON, PRESIDENT

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Earl N. Jackson 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of MAY, A. D., 1973.



James B. Loney
NOTARY PUBLIC COUNTY OF DALLAS

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 18th day of May, A.D., 1973 at 4:45 o'clock P.M., and duly recorded on the 21st day of May, A.D., 1973 at 10:30 o'clock A.M., in the Book of Records of said County in Book Number 258 Pages 792-793 Inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.
Lydell B. Clayton By [Signature] Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County