

attorney-in-fact the right and authority to do any and every act and exercise any and every power that I might or could do or exercise, if personally present. Hereby ratify and confirming whatever my said attorney-in-fact may do about the premises.

Witness my hand this the 26th day of November, A.D. 1946.

H.W. Rieck, Jr.

THE STATE OF TEXAS)
COUNTY OF TRAVIS) BEFORE ME, the undersigned authority, on this day personally appeared H.W. Rieck, Jr. 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of November, A.D. 1946.

/seal/

Mrs. Jane Beck
Notary Public, Travis County, Texas

Filed for record the 6th day of December, 1946 at 2:30 O'clock.p.m.

Kennon Stapp, County Clerk, Kimble County, Texas

By Beverly Baker, Deputy

RESTRICTIONS

(Blue Bonnet Heights Addition)

8918

THE STATE OF TEXAS)
COUNTY OF KIMBLE) KNOW ALL MEN BY THESE PRESENTS:

PROOF READ
INDEXED

That we, H. E. Wright, W.W. Whitworth and Jesse L. Ball, of Kimble County, Texas, being the present owners of all the lands included within the boundaries of the Blue Bonnet Heights Addition to the town of Junction, Kimble County, Texas, as shown by the map or plat of said addition of record in Vol. 53, Page 415 of the Deed Records of Kimble County, Texas, reference to which is here made for further description and which map is made a part hereof for all pertinent purposes, do hereby make and publish the limitations and restrictions which are to apply to and become a part of all contracts of sale, deeds, and other legal instruments whereby title to or possession of any and all lots and blocks in said addition is divested out of the present owners and vested in any other person or persons. All the limitations and restrictions contained herein shall extend to and include the heirs, assigns, devisees and lessees of all who may acquire any real property in said Blue Bonnet Heights Addition from the undersigned, their heirs, executors or administrators. And the undersigned do hereby expressly retain and reserve unto themselves a proprietary right to the enforcement and observance of all restrictions, limitations and reservations hereinafter set forth in every lot, block or parcel of said addition.

1. That none of said property in the Blue Bonnet Heights Addition shall be used for any other purposes than for private residence or private dwelling houses, except only that portion of said addition hereinafter designated and set aside for business purposes. All portions of said addition, except the business section, commercial establishments, stores, filling stations, business houses of any description, or of any business for public pleasure or gain, are hereby expressly prohibited.

2. That apartment houses, hotels, churches, and schools may be built in other portions of said addition than the business section hereinafter designated, provided that a special permit in writing is first obtained from at least one of the undersigned, the granting of which shall be entirely discretionary with the undersigned, and provided further that the consent in writing of all the owners of lots within 100 feet of the site of such proposed apartment house, hotel, church or school be first obtained.

3. The business section of said addition shall consist of the following lots; Lots Nos.

1 & 2, in Block "C"; Lots Nos. 1, 2, 7, & 8, in Block "B"; Lots Nos. 2, 3, 4, 5, 6, 7, & 8, in Block "A"; Lots Nos. 1, 2, 3, 4, 5, & 6, in Block "D"; Lots 1 & 2, in Block "H"; and Lots Nos. 1 & 2, in Block "G".

The last above enumerated are hereby designated and set aside for business purposes, apartment houses, hotels, churches and schools, and are hereinafter referred to as the Business Section. Nothing herein shall be construed to mean that private dwellings shall not be built in said Business Section if the owner of a lot or lots in the Business Section so desires, it being the intention of the undersigned to prohibit the use of all other portions of said addition for business purposes.

No land or lots in said Business Section shall be used, however, for a lumber yard, cedar yard, tombstone or monument yard, undertaking establishment, laundry, factory of any kind, public garage, junk yard, storage yard, livestock yard, slaughter house, automobile junk yard, blacksmith shop, or place where intoxicating liquor is sold.

4. That no building shall be erected in any part of said addition except such building be of brick, brick-veneer, stone, stone-veneer, tile plastered outside, concrete, or be of double-wall frame construction if built of lumber or if stuccoed. If such building be a business house it shall contain not less than 500 square feet of floor space, exclusive of open porches. The provisions of this paragraph shall not apply to private garages or outbuildings which are separate from the main building.

5. That no residence shall be built in Blocks "B" or "C" on lots Nos. 2, 3, 7, 8, 9, 10, 11, 12, of Block "A", which shall cost or be reasonably worth less than \$2500.00 at a fair market valuation at time of construction, exclusive of cost of ground improvements and outbuildings, or which contains less than 750 square feet of floor space, exclusive of open porches.

6. That no residence shall be built in the South one-half ($\frac{1}{2}$) of Block "D", or on lots Nos. 4, 5, or 6 of Block "A" which shall cost or be reasonably worth less than \$2,000.00 at a fair market valuation at time of construction, exclusive of cost of ground improvements and outbuildings, or which contains less than 600 square feet of floor space, exclusive of open porches.

7. That no residence shall be built in Blocks "E", "F", "G", "H", "I", "J", or in the North one-half ($\frac{1}{2}$) of Block "D" which shall cost or be reasonably worth less than \$3,000.00 at a fair market valuation at time of construction, exclusive of cost of ground improvements and outbuildings, or which contains less than 800 square feet of floor space, exclusive of open porches.

8. That no residence shall be built in Blocks "K", "L", "M", "N", "O", or "P", which shall cost or be reasonably worth less than \$3500.00 at a fair market valuation at time of construction exclusive of cost of ground improvements and outbuildings, or which contains less than 900 square feet of floor space, exclusive of open porches.

9. That no residence shall be built in Blocks "R" or "S" which shall cost or be reasonably worth less than \$5,000.00 at a fair market valuation at time of construction, exclusive of ground improvements and outbuildings, or which contains less than 1000 square feet of floor space, exclusive of open porches.

10. That roofs of corrugated iron and boxing lumber are expressly prohibited on all buildings in said addition, except private garages and outbuildings separate from the main building.

11. That the exterior wood-work of all houses and buildings in said addition of whatsoever kind, shall be painted with at least two coats of paint, varnish or stain within sixty days after completion and before occupancy. All roofs, except tile, slate or composition roofs, shall be painted or stained before the completion or occupancy of any house. This shall not apply to built-up felt and asphalt roofs.

12. That all buildings in said addition shall be enclosed around the foundations except

for the customary vents or air openings.

13. No building of any kind of what is commonly known as "boxed" construction or sheet metal construction shall be built in any part of said addition. This shall not apply however, to private garages and outbuildings which are separate from the main dwelling house.

14. That no building of any kind shall be built closer to the front or short side of any lots in this addition than thirty (30) feet, and the term building as used in this paragraph shall mean any portion of any building except open porches. Such porches, if completely open on three sides, may extend to a point not closer than twenty (20) feet from the front or short side of the lot. No building shall be built closer to the side of any corner lot than ten (10) feet, nor closer to any division line between two property owners in this addition than three (3) feet. Exceptions to the provisions of this paragraph may be allowed in the Business Section at the discretion of the undersigned.

15. No residence shall be built to front or have the main entrance in any other direction than toward the front or short side of the lot or lots upon which it is erected.

16. Not more than one residence shall be built on any one lot in said addition, and no residence shall be built on less than one full lot as shown by the map of the said addition.

17. Garages may be built for temporary occupancy as dwellings if a special written permit first be procured from at least one of the undersigned. Application for such permit must be in writing, stating the exact location the proposed garage will occupy on the lot, the probable length of time it will be occupied as a residence, together with the plans and specifications therefor. The application may be granted or refused at the discretion of the undersigned.

18. No stadium, ball park, athletic field, sports arena, or other public place for contests, games or demonstrations of any kind shall be built or conducted in said addition whether the same be publicly or privately owned.

19. If through error, oversight or mistake on the part of the undersigned or the owner or builder of any structure in said addition, such structure shall not entirely comply with all the limitations and restrictions herein set forth, such non-compliance shall in no way effect or impair the limitations and restrictions as applying to any and all the remainder of said addition. Any delinquency or delay on the part of the undersigned in enforcing these limitations and restrictions shall not operate as a waiver of such violation or confer any implied right or any other owner or holder of a lot or lots in said addition to change, alter or violate any of said restrictions or limitations.

20. No house or building shall be moved from a point outside said addition to a point within the same, or from one point within the same to another, without a special written permit from at least one of the undersigned, which permit may be granted or not at the discretion of the undersigned.

21. Upon any violation of any limitation, restriction or condition herein set forth by any owner of any lot or lots in said addition, the title to said lot or lots upon which such violation occurs shall revert absolutely and immediately to the undersigned, their heirs, executors or administrators, and any deed or conveyance under which such owner might have acquired title shall thereupon become null and void. However, the rights of bona fide mortgagees or lienholders or any innocent purchaser or any such mortgage or lien, shall not be affected hereby. Further, any person so violating said limitations or restrictions shall become subject to legal injunction by the undersigned or by the owner of any lot in said addition for the purpose of restraining such violation, and shall also become liable to the undersigned or any owner of any lot in said addition for damages and reasonable attorneys fees. The remedy of injunction is and shall be cumulative to that of forfeiture of title.

22. Each and all the limitations, restrictions, reservations and conditions herein contained shall end and terminate for all purposes Twenty (20) Years after this date, as fully as if this instrument had never been executed, unless the same are continued in force for an additional period of time as hereinafter provided. If, within one year before the expiration of the Twenty year period herein mentioned, a majority of the then owners of lots in said addition shall determine that these limitations and restrictions shall be continued in force for an additional period of time, and shall evidence such desire by executing and acknowledging a written instrument to that effect, and such written instrument, executed by a majority of the persons then owning lots in such addition, and specifying the additional period of time during which these limitations shall apply, is recorded in the Deed Records of Kimble County, Texas, then the limitations and restrictions herein contained shall be continued in full force for such additional period as may be set forth in such instrument.

23. This instrument shall be recorded in the Deed Records of Kimble County, Texas, and shall be referred to and made a part of all contracts and deeds executed by the undersigned conveying property in said addition.

24. The terms of this instrument shall extend to the heirs, assigns, executors and administrators of the undersigned, and all who may become owners of lots in said addition.

WITNESS OUR HANDS at Junction, Texas, this 7th day of December, A.D. 1946.

H.E. Wright
 J.L. Ball
 W.W. Whitworth

THE STATE OF TEXAS)
)
 COUNTY OF KIMBLE) BEFORE ME, the undersigned authority, on this day personally appeared H.E. Wright, W.W. Whitworth, and Jesse L. Ball, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of December, A.D. 1946.

/seal/ Filed for record the 9th day of December, 1946, at 10:20 a.m. Callan Graham Notary Public, Kimble County, Texas
 Kennon Stapp, County Clerk, Kimble County, Texas

 WARRANTY DEED

8922

PROOF READ
 INDEXED

THE STATE OF TEXAS)
)
 COUNTY OF KIMBLE) KNOW ALL MEN BY THESE PRESENTS:

That we, Albert W. Searcy and wife, Ferne R. Searcy, of the County of Kimble, State of Texas, for and in consideration of the sum of FOUR THOUSAND/SEVENTY AND 40/100DOLLARS to us paid by F. M. Bierschwale, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said F.M. Bierschwale of the County of Kimble, State of Texas all that certain piece parcel or tract of real estate, situated in Kimble County, Texas, described as follows, to-wit:

44.704 acres of land out of the NW corner of Survey No.667, Abstract No.43, Certificate No.240, Original Grantee B.B.B. &/Ry. Co. said 44.704 acres being described by metes and bounds as follows:BEGINNING at theNW corner of said Survey NO. 667; Thence S. 30E. 511.3 vrs. with fence along the SW line of said Survey No.667 to fence corner; Thence N. 68 E. 76.3 vrs. to fence corner; Thence S. 74 E. 186.8 vrs.; Thence N. 60 E. 262.8 vrs. with fence to corner of same on top of the West bank of Johnson Fork Creek; Thence with fence as follows: N. 32 1/2 W. 213.8 vrs. N. 38 1/2 W. 235.8 vrs.; N. 47 3/4 vrs. to fence corner in the N.W. line of said Survey No.667; Thence S.70 W. 390vrs. with fence along the NW line of said Survey No.667 to the place of beginning.

TO HAVE AND TO HOLD the above described premises, together with all and singular/rights and appurtenances thereto in anywise belonging unto the said F. M. Bierschwale, his 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 F.M. Bierschwale, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. It is agreed and understood, however, that there is excepted