

being described by metes and bounds as follows: BEGINNING at the SW corner of said Lot 1 of the Pompa Addition, which point is in the East boundary line of the old Junction-Kerrville Highway; Thence in a northeasterly direction along the East boundary of said old Junction-Kerrville Highway 185 feet to the NW corner of the above described Martin Willis tract; Thence in a southeasterly direction along the West line of said Martin Willis tract 147 feet to the SW corner of said Willis tract; Thence West with the South line of Lot 1 of the Pompa Addition, which line is also the South line of the said Kindrick tract 175 feet to the place of beginning, said tract being in the shape of a triangle and being the western part of said Lot 1 of the Pompa Addition, as shown by map or plat of the same now of record in Vol. 49, P. 655 of the Deed Records of Kimble County, Texas, In this connection, it is agreed and understood by and between Grantor and Grantee herein, that according to the above described map of the Pompa Addition, the South line of the tract herein conveyed only calls for 160 feet from the SW corner of the Martin Willis tract to the place of beginning herein, being the intersection of the South line of Lot 1 and the old Kerrville-Junction Highway, but that by actual measurement said South line is 175 feet, and it is the intention of the Grantor herein to divest himself of and to invest Grantee with all of Grantor's title to the remainder of Lot 1 not heretofore sold to Martin Willis.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging or appertaining, unto the said Guillermo Willis, his heirs and assigns, forever, And I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Guillermo Willis, his heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

In testimony whereof witness my hand at Junction, Texas, this 2nd day of July, 1945.

Documentary Stamps .55 cancelled

Julian Pompa

STATE OF TEXAS )  
 COUNTY OF KIMBLE )

BEFORE ME, the undersigned authority, on this day personally appeared Julian Pompa, 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 July, 1945.

/seal/

Albert W. Searcy

Notary Public, Kimble County, Texas.

Filed for record this the 3 day of June 1947 at 11:30 o'clock AM.

Kennon Stapp, County Clerk, Kimble County, Texas.

\* \* \* \* \*

AMENDED RESTRICTIONS

THE STATE OF TEXAS )  
 COUNTY OF KIMBLE )

KNOW ALL MEN BY THESE PRESENTS:

That we, H. E. Wright, W. W. Whitworth and Jesse L. Ball, of Kimble County, Texas, being the same identical persons who executed the instrument dated December 7th, 1946, containing the restrictions, limitations, and reservations applying to all the lands within the boundaries of the Blue Bonnet Heights Addition to the town of Junction, Kimble County, Texas, which instrument is of record in Vol. 53, Page 479, of the Deed Records of Kimble County, Texas, and is here referred to, joined by all persons who have acquired lots or any interest in any of the lands in said Blue Bonnet Heights Addition since the execution and

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recordation of said instrument, namely, R. C. Secrest, Barbara Clay Secrest, Ralph Murr, J. W. Murr, Hayden Sales, G. B. Warren, Virgil Ferris, W. D. Slaton, Astor Wallace, and Leslie Beasley, all of Kimble County, Texas, the parties executing this instrument now being all persons who own lands within the boundaries of said Blue Bonnet Heights Addition to the town of Junction, Kimble County, Texas, as shown by the map of said Blue Bonnet Heights Addition, of record in Vol. 53, Page 415, of the Deed Records of Kimble County, Texas, which map and its record is here referred to and made a part hereof for further description and for all pertinent purposes, do hereby revoke, cancel, and declare to be terminated all the terms, provisions, restrictions, reservations and limitations contained in said instrument dated December 7, 1946, executed by H. E. Wright, W. W. Whitworth and Jesse L. Ball, and recorded in Vol. 53, Page 479, of the Deed Records of Kimble County, Texas, as aforesaid, as fully to all intents and purposes as if such instrument had never been executed, and do hereby declare that such instrument shall be of no further force or effect whatsoever.

Said parties above named, being all persons owning lands within said Blue Bonnet Heights Addition aforesaid, in lieu of the restrictions and limitations heretofore existing as above mentioned, 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 Blue Bonnet Heights 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 estate in said Blue Bonnet Heights Addition from any of the undersigned, their heirs, executors or administrators. And the said H. E. Wright, W. W. Whitworth, and Jesse L. Ball, with the consent of the remaining parties executing this instrument, retain and reserve for themselves, and shall have, a proprietary right to the enforcement and observance of all the restrictions, limitations and reservations hereinafter set forth in every lot, block or parcel of said addition.

1. That none of said property within the Blue Bonnet Heights Addition to the town of Junction, Kimble County, Texas, shall be used for any other purpose than for private residence and private dwelling houses, except only Lots Nos. One (1) and Two (2), in Block "G" of said addition. In all portions of said addition, except said Lots Nos. 1 & 2, Block "G", commercial establishments of any kind, stores, filling stations, business houses of any description, and any and all businesses for public pleasure or gain, and all schools, churches and hotels, are hereby expressly prohibited.

2. That said Lots Nos. 1 and 2, Block "G", may be used for business purposes or for private dwellings, However, they shall not be used 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.

3. That no building shall be erected in any part of said addition except such buildings 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, The provisions of this paragraph shall not apply to private garages or outbuildings which are separate from the main building and used in connection with and for the convenience of the occupants of the main building.

4. That no residence or business house shall be erected on Lots Nos. 1 or 2,

Block "G", which shall cost or be reasonably worth less than \$3000.00 at a fair market valuation at time of construction, exclusive of ground improvements and outbuildings, or which contains less than 800 square feet of floor space, exclusive of open porches. In the event said Lots Nos. 1 or 2, Block "G" are used for residential purposes only, then any residence built thereon shall be built to front and have the main entrance facing North.

5. That no residence shall be built on either Lots Nos. Three (3), Four (4), Five (5), or Six (6), Block "G", which shall cost or be reasonably worth less than \$3000.00 at a fair market valuation at time of construction, exclusive of ground improvements and outbuildings, or which contains less than 800 square feet of floor space, exclusive of open porches, No residence shall be built on the lots mentioned in this paragraph with the front or main entrance facing in any direction except North.

6. 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. No residence shall be built in said Block "L" with the front or main entrance facing in any direction except North.

7. That no residence shall be built in the North one-half ( $\frac{1}{2}$ ) of Block "D", or in Blocks "E", "F", "H", "I", or "J", which shall cost or be reasonably worth less than \$3000.00 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 Block "R" or Block "S" which shall cost or be reasonably worth less than \$5000.00 at a fair market valuation at time of construction, exclusive of cost of ground improvements and outbuildings, or which contains less than 1000 square feet of floor space, exclusive of open porches.

9. That no residence shall be built in the North one-half ( $\frac{1}{2}$ ) of Block "A", or in Blocks "B" or "C", 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.

10. That no residence shall be built in the South one-half ( $\frac{1}{2}$ ) of Block "A" or the South one-half ( $\frac{1}{2}$ ) of Block "D", which shall cost or be reasonably worth less than \$2000.00 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.

11. The term "residence" as used herein shall be construed to mean either single or multi-family buildings.

12. That roofs of corrugated iron and boxing lumber are expressly prohibited on all buildings in said addition except private garages and outbuildings separate from and used in connection with and for the convenience of the occupants of the main building.

13. 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, or built-up felt and asphalt roofs, shall be painted or stained before the

completion or occupancy of any house.

14. That all buildings in said addition shall be enclosed around the foundations except for the customary vents or air openings.

15. 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 building or dwelling house.

16. That no building of any kind shall be built closer to the front or short side of any lot 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. This shall not apply to any business house which may be erected on Lot's 1 or 2, Block "G".

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

18. 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 said addition.

19. 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.

20. If through error, oversight or mistake on the part of the under signed 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 affect or impair the limitations and restrictions as applying to any and all of 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 on any other owner or holder of a lot or lots in said addition to change, alter or violate any of said restrictions and limitations.

21. 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 either H. E. Wright, W. W. Whitworth or Jesse L. Ball, which permit may or may not be granted at their discretion.

22. 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 H. E. Wright, W. W. Whitworth and Jesse L. Ball, their heirs, executors, administrators or assigns, 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 lien-holders or any purchaser of any bona fide mortgage or lien upon or against any of the property in said addition shall not be affected hereby. Further, any person 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 attorney's fees. The remedy of injunction is and shall be cumulative to that of forfeiture of title.

23. Each and all the limitations, restrictions, reservations and conditions herein contained shall end and terminate for all purposes Twenty (20) years from 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 (1) year before the expiration of the Twenty year period above 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, signed by a majority of the persons then owning lots in said addition, and specifying the additional period of time during which these restrictions and limitations shall apply, is recorded in the Deed Records of Kimble County, Texas, then the limitations and restrictions herein contained shall be continued in force for such additional period of time as may be set forth in such instrument.

24. 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.

25. 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 31 day of May, 1947.

Jesse L. Ball	W. W. Whitworth
H. E. Wright	
Hayden Sales	J. W. Murr
W. D. Slaton	Astor Wallace
Virgil Ferris	Ralph Murr
G. B. Warren	R. C. Secrest
Leslie Beasley	Barbara C. Secrest

THE STATE OF TEXAS )  
COUNTY OF KIMBLE ) BEFORE ME, the undersigned authority, on this day personally appeared Jesse L. Ball, H. E. Wright, W. W. Whitworth, Hayden Sales, W. D. Slaton, Virgil Ferris, G. B. Warren, Leslie Beasley, J. W. Murr, Astor Wallace, Ralph Murr, R. C. Secrest and Barbara Clay Secrest, 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 31 day of May, 1947.

/seal/ Callan Graham  
Notary Public, Kimble County, Texas.

Filed for record this the 4 day of June 1947 at 9:50 o'clock AM  
Kennon Stapp, County Clerk, Kimble County, Texas.

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