

STATE OF TEXAS }
COUNTY OF COMAL }

236857

KNOW ALL MEN BY THESE PRESENTS:

corporation, hereinafter called "Grantor" for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and does by these presents GRANT, SELL and CONVEY unto

EGON PREUSSER, Star Route 3, Box 754X, New Braunfels,

of COMAL County, Texas 78130, hereinafter called "Grantees" (whether one or more)

Lot(s) ONE HUNDRED NINETY FIVE (195) in

ROYAL FORREST

as shown by map or plat of said subdivision duly recorded in the Office of the County Clerk of Comal County, Texas, in Volume 4, Page 4, of Plat Records of Comal County, Texas, reference to which is hereby made.

This conveyance is subject, however, to the following restrictions, covenants, conditions, easements, assessments and reservations which are a part of the consideration for the execution of this deed and which shall run with and burden the title to the property hereby conveyed and shall be binding upon the Grantees, their heirs, successors and assigns:

It is mutually agreed by and between the parties hereto that the property above 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 tract or tracts shall be used solely for residential purposes. Grantor expressly reserves the right until January 1, 1975 to vary the use of any property notwithstanding the restrictions embodied in this contract, should Grantor in its sole judgment deem it in the best interests of the property to grant such variances. The granting of any such variance by the Grantor 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 or home trailers, except in area where designated by Grantor. Regulations governing same will be designated before mobile home may be moved in with Grantor as sole judge to regulations and conditions. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from 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 agreements, Grantor may notify Grantee 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, Grantee agrees that Grantor may remove said material from the property, dispose of such materials and charge Grantee with removal costs, the exercise of which right of removal shall leave Grantor free of any liability to Grantees.
 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 Grantor, or by such nominee or 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 Grantor and the local Department of Health. No removal of trees or excavation of any other materials other than landscaping, construction of buildings, etc., will be permitted without the written permission of Grantor.
 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 Grantees 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 materials shall be kept in a clean sanitary condition. No junk or wrecking yards shall be located on the tract.
 11. These restrictions are to run with the land until June 1, 2000.
 12. Invalidation 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. A tract designated for business will not be used for the purpose of selling alcoholic beverages for consumption on the premises.
 14. The property herein conveyed is conveyed subject to, and there is excepted from this conveyance, all oil, gas and other minerals in, on and under the property herein conveyed owned by other parties under conveyances or reservations now of record in the office of the County Clerk of Comal County, Texas.
- An assessment, for the blacktopping of the street in front of this Tract of .90 cents per foot for frontage along the front property line shall run against each Tract and part thereof of the said property. Such assessment is hereby secured by a lien on each tract respectively, and, the assessment is due and payable to Grantor, its successors or assigns in San Antonio, Texas.
- TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantees and the heirs, successors and assigns of the Grantees forever. The Grantor hereby binds itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises subject to the reservations, easements, restrictions and covenants above referred to, representatives of the Grantees against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for current year assumed by Grantees.

IN TESTIMONY WHEREOF, LAKECROFT, INC., has caused this instrument to be signed by its Vice President/President, attested by its Secretary, and the corporate seal to be hereunto affixed at San Antonio, Texas, this

the 18th day of January, A. D. 1984.

ATTEST

Gale Shaw
GALE SHAW

SECRETARY

LAKECROFT, INC.

By *Thomas Burwell*
THOMAS BURWELL

President

XXXXXX

8-74

STATE OF TEXAS }
COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared

THOMAS BURWELL

President of LAKECROFT, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act of said deed of said corporation.

GIVEN UNDER my hand and seal of office this 18th day of January, 1984



LaVerne Pratt

Notary Public in and for Bexar County, Texas

LaVerne Pratt

My commission expires 11/15/86

236857

WARRANTY DEED

LAKECROFT, INC.
(Royal Forrest)

To EGON PRUESSER

Star Route 3, Box 754X

New Braunfels, Texas 78130

FILED FOR RECORD

This 18th day of January
A. D. 1984 at 10:30 o'clock
1984 JAN 29 11:00-30

County Clerk, Comal County, Texas

By Debra Bagwell 500Rd
Deputy

RECORDED

In Volume _____ Page _____

Recording Fee \$ _____
Return to Customer

500Rd