

WESTERNHills

RESTRICTIONS OF SUBDIVISION

1. The property herein conveyed shall be used for private residential purposes only, and no building other than a private one family residence building shall be constructed or permitted to remain on any part thereof; provided, however, that buildings such as one story family garages and other small buildings customarily and ordinarily used in connection with a private residence may be constructed and allowed to remain thereon.
2. No main residential building which has less than 1000 square feet of floor space, exclusive of porches, carports or attached garages, shall be erected or placed on the herein conveyed property; nor shall any second-hand house or barracks of any form be moved onto the herein conveyed property, the intention being that all structures shall be of new construction.
3. No animals, sheep, livestock, poultry or hogs shall be raised, bred, or kept on the herein conveyed property for commercial purposes.
4. No building shall be located on the herein conveyed property nearer than thirty feet (30') from the front property line, or nearer than five feet (5') from any interior side property line, or nearer than five feet (5') from any exterior side property line.
5. No shack shall be used on the herein conveyed property at any time as a residence either temporary or permanent.
6. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.
7. These restrictions, limitations, provisions and covenants shall remain in effect until January 1, 2000, and shall be binding upon each and every purchaser of the herein conveyed property, and upon each and every subsequent owner of the herein conveyed property, or any part thereof until such date and at such time such restrictions, limitations, provisions and covenants shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument signed by the owner of the title to the herein conveyed property, his heirs and assigns, has been recorded in the Deed Records of Victoria County, Texas, agreeing to change the said restrictions, limitations, provisions and covenants in whole or in part, and the Grantors herein reserve the right to change such restrictions, limitations, provisions and covenants on adjoining property at any time up to the sale thereof.
8. Any water well or any septic tank located on any lot in said above described property shall be installed in accordance with the Health Laws of the State of Texas, and the Health Laws of the Victoria County Ordinances.
9. Mobile homes may be located on any lot in the above described property, provided same has a minimum width of ten feet (10') and a minimum length of seventy feet (70'); provided, however, a mobile home shall not be located on said property that is more than five (5) years old unless it is approved by either W. O. Love, Donald R. Pozzi, or Shirley Heye.

EXHIBIT A

TRACT 1:

Being 0.775 acre of land situated in the S. A. & M. G. R. R. Company Survey Number 5, Abstract 316 in Victoria County, Texas, and being a part of that certain 145.00 acre tract of land conveyed to W. O. Love by Ben F. McCormick by deed dated November 1, 1978 and recorded in Volume 998, Page 742 of the Deed Records of Victoria County, Texas, said 0.775 acre of land being more fully described by metes and bounds as follows:

COMMENCING at an existing iron rod at the most Northern corner of the said W. O. Love 145.00 acre tract of land, THENCE, S.45°00'00"W., a distance of 397.67 feet along the Northwest line of the said W. O. Love 145.00 acre tract of land, same being the Southeast line of a county road, locally known as Kohutek Road to an existing iron rod at the most Western corner of a 60.00 foot wide strip of land set aside for road right-of-way, said road locally known as McCormick Road, THENCE, S.45°00'00"E., a distance of 120.00 feet along the Southwest right-of-way line of McCormick Road to the POINT OF BEGINNING, said Point of Beginning also being the most Northern corner of the herein described tract;

THENCE, S.45°00'00"E., a distance of 100.00 feet along said McCormick Road to an iron rod set for the most Eastern corner of the herein described tract;

THENCE, S.45°00'00"W., a distance of 337.67 feet to an iron rod set for the most Southern corner of the herein described tract;

THENCE, N.45°00'00"W., a distance of 100.00 feet to an iron rod set for the most Western corner of the herein described tract;

THENCE, N.45°00'00"E., a distance of 337.67 feet to the PLACE OF BEGINNING, containing within these metes and bounds 0.775 acre of land.

TRACT 2:

Being 0.775 acre of land situated in the S. A. & M. G. R. R. Company Survey Number 5, Abstract 316 in Victoria County, Texas, and being a part of that certain 145.00 acre tract of land conveyed to W. O. Love by Ben F. McCormick by deed dated November 1, 1978, and recorded in Volume 998, Page 742 of the Deed Records of Victoria County, Texas, said 0.775 acre of land being more fully described by metes and bounds as follows:

COMMENCING at an existing iron rod at the most Northern corner of the said W. O. Love 145.00 acre tract of land, THENCE, S.45°00'00"W., a distance of 397.67 feet along the Northwest line of the said W. O. Love 145.00 acre tract of land, same being the Southeast line of a county road, locally known as Kohutek Road to an existing iron rod at the most Western corner of a 60 foot wide strip of land set aside for road right-of-way, said road locally known as McCormick Road; THENCE, S.45°00'00"E., a distance of 220.00 feet along the Southwest right-of-way line of McCormick Road to an iron rod in said right-of-way line, said iron rod being the most Northern corner of the herein described tract;

THENCE, S.45°00'00"E., a distance of 100.00 feet along the Southwest right-of-way line of McCormick Road to an iron rod set for the most Eastern corner of the herein described tract;

THENCE, S.45°00'00"W., a distance of 337.67 feet to an iron rod set for the most Southern corner of the herein described tract;

THENCE, N.45°00'00"W., a distance of 100.00 feet to an iron rod set for the most Western corner of the herein described tract;

THENCE, N.45°00'00"E., a distance of 337.67 feet to the PLACE OF BEGINNING, Containing within these metes and bounds 0.775 acre of land.

THE STATE OF TEXAS }

COUNTY OF *Victoria*

BY THIS AGREEMENT AND CONTRACT,

Parties

W O LOVE ET AL FOR JOE PRICE & C.H. Bollman hereinafter called Seller,

acting through the undersigned and duly authorized Agent, hereby sells and agrees to convey unto

Robert G. Ford & wife Barbara A. hereinafter called Purchaser,

the following described property: Lying and situated in

Properties

*Lot 10 of the 2nd & 3rd 1st 10 to the right
into a 200 foot wide Mc Cormick Dr. located
in Western Hills Subd.*the purchase price is *\$17,400.00*, payable as follows:*\$17,400.00* Cash (of which Purchaser has deposited with the undersigned Agent

as part payment, receipt of which is hereby acknowledged by said Agent);

Terms

*Balance of cash payment of \$2,100.00 to be paid
at close of sale. This sale is contingent upon purchaser
submitting for loan in amount of \$10,000.00 for 10 years,
which will include water well, 5 ft. tank & tile & gravel
for entrance.*The said executed note *is* to be secured by Vendor's Lien and Deed of Trust with power of sale and
with the usual covenants as to taxes, insurance, and default.Seller agrees to furnish *T.H. Job, Deed & Survey* to said property,
which shall be conveyed free and clear of any and all encumbrances except those named herein.

In accordance with the terms of the Real Estate License Act of the State of Texas, you, as purchaser, are advised that you should have the abstract covering the real estate which is the subject of this contract examined by an attorney of your own selection, or that you should be furnished with or obtain a policy of title insurance.

Title

If abstract is furnished, Purchaser agrees within ten days from the receipt of said abstract either to accept the title as shown by said abstract or to return it to the undersigned Agent with the written objections to the title. If the abstract is not returned to the Agent with the written objections noted within the time specified, it shall be construed as an acceptance of said title. If title policy is furnished, Purchaser agrees to consummate the sale within ten days from date title company approves title.

If any title objections are made, then the Seller or his Agent shall have a reasonable time to cure said objections and show good and marketable title. In the event of failure to furnish good and marketable title, the purchase money hereby receipted for is to be returned to Purchaser upon the cancellation and return of this contract, or Purchaser may enforce specific performance of same.

Closing

Seller agrees when the title objections have been cured, to deliver a good and sufficient General Warranty Deed properly conveying said property to said Purchaser, and Purchaser agrees, when said deed is presented, to pay the balance of the cash payment and execute the note and Deed of Trust herein provided for. Should the Purchaser fail to consummate this contract as specified for any reason, except title defects, Seller shall have the right to retain said cash deposits as liquidated damages for the

Taxes

breach of this contract, and shall pay to Agent therefrom the sum of \$ or Seller may enforce specific performance of this contract.

Taxes for the current year, the current rents, insurance, and interest, (if any), are to be prorated to date of closing.

Seller agrees to pay the undersigned duly authorized agent a commission of \$ in cash for negotiating this sale.

Special Conditions

*Seller will pay 1961 taxes. Sale will be closed on
or before Jan 1st 1962. Possession granted at
close of sale.*Executed in triplicate this *10* day of *Nov.* 19*61*This contract subject to the acceptance of Seller
Accepted:*W.O. Love*
Seller.*Robert G. Ford
Barbara A. Ford*
Purchaser.By *W.O. Love*
Agent for *Robert G. Ford*

\$ 30,097.20

Victoria, Texas January 22 19 82

FOR VALUE RECEIVED the undersigned promise(s) to pay to the order of SOUTH TEXAS SAVINGS ASSOCIATION the sum of THIRTY THOUSAND NINETY SEVEN AND .20/100----- Dollars (\$ 30,097.20)

to be paid in monthly installments of TWO HUNDRED FIFTY AND .81/100----- Dollars
(\$ 250.81) each, beginning the 5th day of March, 19 82

and a like installment on the 5th day of each month thereafter until said note shall have been paid in full.

Failure to pay any one or more of said installments promptly when due shall, at the option of the holder hereof, immediately mature the entire unpaid balance. But in that event the unearned interest included in the face amount of this note shall abate and such principal shall thereafter bear interest at the rate of 10% per annum. If this note is placed in the hands of an attorney for collection, or if collected by suit or through the probate court, we agree to pay 10% additional upon the principal and interest then due hereon, as attorney's fees, and in addition thereto, all court costs and expenses so incurred. In the event this loan is paid off prior to maturity any refund will be computed by the sum of the periodic balances method. The maker(s) agree(s) to pay a sum equal to Five Dollars (\$5.00) or five per cent (5%) of each of the monthly installments hereunder, whichever is greater, for each installment hereunder more than ten (10) days delinquent, to cover the extra expense involved in handling delinquent payments.

We, the makers, endorsers, grantors, assignors and sureties hereof, jointly and severally agree to all extensions and waive presentment for payment, demand, protest and notice of protest for non-payment of this note.

This note is secured by a deed of trust of even date herewith executed by the undersigned in favor of James E. Blair, Trustee, which deed of trust conveyed the following described property:

WITH EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This Note is also secured by a vendor's lien described in a Warranty Deed of Even date herewith from W. O. Love to the undersigned, which Warranty Deed conveyed the above described property.

Roland G. Ford

Barbara Ford

Roland G. Ford- et ux

NAME

LOAN NO. _____