

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE UNDERSIGNED, VITOLICH & VITOLICH, INC., a Texas corporation ("Grantor", whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by DOOLIN & LAIRD INTERIOR DESIGN CENTER, LLC, a Texas limited liability company ("Grantee", whether one or more), of that one certain promissory note of even date herewith (the "Note") in the principal sum of \$234,375.00 payable to the order of FIRST UNITED BANK AND TRUST CO ("Lender"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of the Note being secured by the vendor's lien herein retained, and being additionally secured by a deed of trust of even date herewith to GREG MASSEY, TRUSTEE, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee the real property (the "Property") described as follows, to-wit:

Lot 2, of VITOLICH PLAZA, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Document No. 17030283, Official Public 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 Grantee, Grantee's heirs, executors, successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, conditions, reservations, exceptions and covenants, if any, applicable to and enforceable against the Property as shown by the records of Hays County, Texas, including, without limitation, the restrictions (the "Restrictions") set forth on Exhibit "A" attached hereto and made a part hereof for all purposes. By acceptance of this deed, Grantee acknowledges and agrees that the Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever and inure to the benefit of Grantor and Grantor's successors and assigns forever.

Corridor Title GF# 21-0114-D

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the Property, is retained against the Property, premises and improvements until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

THAT Lender, at the instance and request of Grantee, having advanced and paid in cash to Grantor herein that portion of the purchase price of the Property as is evidenced by the Note, the Vendor's Lien, together with the Superior Title to the Property, is retained herein for the benefit of Lender and the same are hereby TRANSFERRED AND ASSIGNED to Lender, its successors and assigns, without recourse on Grantor.

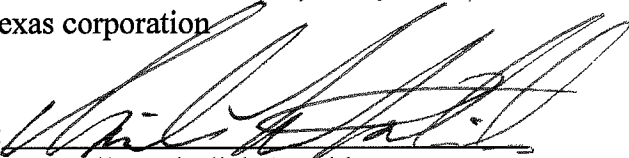
Current ad valorem taxes on the Property having been prorated, the payment thereof is assumed by Grantee.

[SIGNATURE PAGES FOLLOW]

EXECUTED effective as of the 1st day of March, 2021.

GRANTOR:

VITOLICH & VITOLICH, INC.,
a Texas corporation

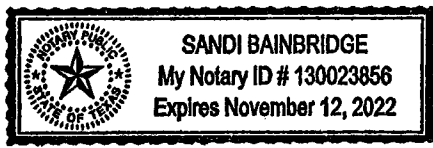
By: 
Milan Vitolich, President

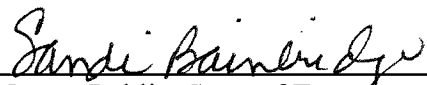
Address of Grantee:

3606 Rip Ford Drive
Austin, TX 78732

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me this 1 day of March, 2021 by MILAN VITOLICH, PRESIDENT of VITOLICH & VITOLICH, INC., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
CORRIDOR TITLE, LLC
21-0114-D

EXHIBIT "A"

1. No noxious or offensive activity shall be conducted upon any part of the Property, nor shall any activity, trade or undertaking be done thereon which may constitute a nuisance.
2. No part of said Property shall be used or maintained as a dumping ground for sanitary containers, all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition always screened from view from Bell Springs Road.
3. All sanitary regulations and requirements set forth by the public health authorities of the County of Hays and/or State of Texas, shall be strictly complied with. No outside toilets shall be erected, placed or used upon the premises, but a septic tank and sufficient field line of approved character, or any County/State approved sewerage facility must be installed to accommodate the sewerage.
4. No part of this Property shall be used for the sale, display or storage of junk, used automobiles or non-working vehicles. No part of the Property shall be used for sales of Mobile homes or Modular Homes. No billboards shall be erected on the Property. All signs must be approved by Vitolich & Vitolich, Inc. or assigns.
5. Prior to any Business activity, driveways and parking areas shall be constructed and finished using either pavement, concrete, or pavers.
6. Any "yard" shall be finished at a minimum with crushed stone and/or crushed granite or similar to driveway/parking area. "Yard" in this document is defined as any area located behind main building contained within a privacy fence for storage purposes.
7. The "yard" shall be contained within a minimum height of a 6' solid privacy fence (stone or wood preferred) on that portion facing Bell Springs Road, with non-see through fencing. The remaining 3 sides may be constructed of chain link fencing or equivalent. Side portions of "yard" shall leave a buffer of natural vegetation 10' from sidelines of the Property (back line not included).
8. Any/all rainwater collection equipment shall be located out of view from Bell Springs Road.
9. Building shall be set back 50' from Bell Springs Road and 15' setback from any sidelines.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

21010113 DEED
03/02/2021 03:31:20 PM Total Fees: \$38.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

