

21819
WARRANTY DEED

92010538

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Grantor: WILLIAM SCOTT DOLAN and wife, TERRY KAREN DOLAN
Rt. 1, Box 114
Taylor, Texas 76574

Grantee: MICHAEL BARKLEY DOLAN and wife, PATRICIA ANN DOLAN
1602 Elmhurst Drive
Austin, Texas 78741

Consideration:

For the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

BEING 3.52 acres of land out of the WILLIAM MULLEN SURVEY, ABSTRACT NO. 446, WILLIAMSON COUNTY, TEXAS, and being part of that certain 7.52 acre tract of land described in a deed to William Scott Dolan and Terry Karen Dolan recorded in Volume 2293 at Page 675, Official Records, Williamson County, Texas, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an iron rod found at the southwest corner of said 7.52 acre tract in the east line of County Road No. 129; THENCE N 11° 50' 44" E a distance of 363.20 feet with the east line of County Road No. 129 to a concrete right-of-way monument found in the south line of Farm-Market Road No. 1660; THENCE along and with the southerly line of FM-1660, the following described four (4) courses and distances:

- (1) N 60° 16' 31" E a distance of 125.28 feet to a concrete right-of-way monument;
- (2) S 68° 44' 00" E a distance of 9.02 feet to a concrete right-of-way monument;
- (3) An arc distance of 260.14 feet with a curve to the left, said curve having a central angle of 2° 35', a radius of 5769.58 feet, a chord distance of 260.11 feet, and a chord bearing of S 70° 01' 30" E, to a concrete right-of-way monument, and;
- (4) S 71° 19' 00" E a distance of 30.38 feet to an iron rod set at the northeast corner hereof;

THENCE S 18° 41' 00" W a distance of 403.10 feet, crossing said 7.52 acre tract, to an iron rod set at the southeast corner hereof in the south line of said 7.52 acre tract; THENCE N 78° 51' 36" W a distance of 342.33 feet with the south line of said 7.52 acre tract to the Place of Beginning, containing 3.52 acres of land, subject to easements, conditions or restrictions of record, if any.

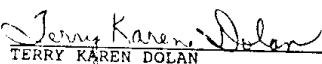
Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made expressly subject to all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, reservations, and covenants of whatsoever nature of record, if any, and also to the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the above described premises. This conveyance is made and accepted subject to the restrictions on the attached Exhibit A.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

EXECUTED this 26th day of May, 1993.

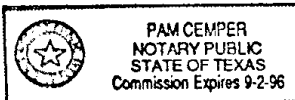

WILLIAM SCOTT DOLAN

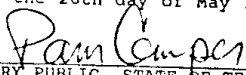

TERRY KAREN DOLAN

THE STATE OF TEXAS)
COUNTY OF WILLIAMSON)

SINGLE ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 26th day of May 1993, by WILLIAM SCOTT DOLAN and TERRY KAREN DOLAN.




NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires:
Printed Name of Notary:

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

EXHIBIT A

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS:

THAT, William Scott Dolan and Terry Karen Dolan, hereinafter "Grantors", owners of 3.52 acres of land out of the William Mullen Survey, Abstract No. 446, in Williamson County, Texas, and being part of that certain 7.52 acre tract of land described in a deed to William Scott Dolan and Terry Karen Dolan recorded in Volume 2293 at Page 675, Official records, Williamson County, Texas, in the consideration of the mutual benefits which will accrue to the owners of property in said 7.52 acre tract, hereby adopt the following restrictions for the development of said 3.52 acres, which restrictions will be binding upon Michael Barkley Dolan and Patricia Ann Dolan, hereinafter "Grantee", and each respective successor entitled to said 3.52 acres of land, or any part thereof, and said restrictions are expressly made covenants running with the land as follows, to wit:

1. The property shall be used for residential purposes only and no part of the property shall ever be used for a business or commercial purpose without having the advance consent in writing of Grantors, and their assigns.
2. The subdividing of the property shall be expressly subject to advance consent in writing of Grantors, and their assigns.
3. The property may be used for a single family dwelling only which must be of new construction.
4. The residence or dwelling construction on this subject property shall have a living area of not less than 1,200 square feet, exclusive of garages, carports and porches, and a minimum of 75% of the outside construction shall be of brick, stone, or masonry.
5. No mobile home shall be permitted on the property.
6. Any detached building, garage, carport, shed, barn, structure or addition to the residence must be of new material and of equal construction and architectural design as the principal residence. Any variations from this restriction must have the advance written approval of Grantors, and their assigns.
7. No residence shall be permitted on the property unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Williamson County Health Department. At such time, if ever, public sewage is available in the area and located on or adjacent to the property in question, it is understood that connection shall be made to such public sewage within 12 months after it becomes available.
8. Except for fences, no buildings or structures of any nature shall be located closer than 25 feet to any property line which abuts a public road, nor closer than 10 feet to any side or back property line. Variations from these requirements may be granted in individual cases where tract size or topography makes these requirements impractical but any such variation must have the prior written approval of Grantors, and its assigns.

EXHIBIT A

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9. Any dwelling or other structure commenced on the subject property shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six (6) months from the commencement of construction. No building material of any kind shall be placed or stored on the subject property until the owner is ready to commence construction.
10. Any residence shall be constructed with a drive-way of either concrete, asphalt or gravel, at least eight (8) feet in width, running from the public road to the improvements.
11. A utilities easement for public or private utility purposes including but not limited to water, gas, electricity and telephone is hereby reserved for the 10 feet adjacent to the rear property line and for the 10 feet adjacent to the front property line of the subject property, and for 5 feet in width adjacent to the side property lines of the property is retained for said utilities easement.
12. No noxious or offensive activity shall be carried on or maintained on the property nor shall anything be done thereon which may be or become a nuisance on said property.
13. The residence, barns, sheds and other buildings and all fences must be kept in good state of repair and must be painted when necessary to preserve the attractiveness thereof.
14. No animals, livestock, or poultry of any kind shall be raised or kept on the premises except those that can be classified as household pets and none can be kept, bred, or maintained for commercial purposes.
15. No part of the property shall ever be used for outside, unenclosed storage of any nature or shall be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage and other waste shall not be permitted except in sanitary containers. The property shall be kept free and clear of weeds and tall grass. Cars or other vehicles may not be stored on the subject property nor shall any cars or vehicles that are not in running condition and readily used be allowed to remain on said property for more than two (2) weeks. No repairing of motor vehicles shall be permitted on said property.
16. All fences must be of new construction. No fence of barbed wire may be erected without having the advance written approval of Grantors, and their assigns.
17. Grantors hereby excepts from all sales and conveyances of the property all water, oil, gas, and other minerals in, on or under said property, but Grantors hereby waives their right to use the surface of such land for exploration, extraction, or development of water, oil, gas and other minerals.
18. No building, structure, fence, wall or other improvement shall be commenced, erected, constructed, placed or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until a Development Plan shall have been submitted to and approved by Grantors, and their assigns.
19. It shall be the responsibility of the property owner and/or builder of the improvements on the property to take all reasonable measures to locate the improvements and conduct the construction of the improvements and landscaping of the property in such a way as to minimize damage to existing trees. No trees of any size or character shall be cut or removed except to provide room for construction of improvements or to remove dead or diseased trees and then only following the obtaining of written approval of such cutting from Grantors, and their assigns, given in their sole discretion.
20. No window or wall type air conditioner which is visible from any public road shall be permitted to be used, placed or maintained on or in any building in any part of the property.
21. No semi-trucks, trailers, or tandem axle vehicles may be parked overnight on said property.
22. No modular or pre-fab homes shall be allowed on the property.

23. These restricted covenants are for the primary benefit of the owners of the property described on attached Exhibit B, being that certain 7.52 acre tract of land described in a deed to William Scott Dolan and Terry Karen Dolan recorded in Volume 2293 at Page 675, Official records, Williamson County, Texas, and their assigns, and so long as the above Grantors owns any part of said property, it is understood that said Grantors, without the joinder of any person, may amend these restrictive covenants. If Grantors should sell all of said property, then it is understood that the owners of legal title of 51% of the land area out of said property may amend these restrictive covenants and matters set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Williamson County, Texas.

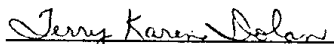
24. Invalidation of any one of these covenants by judgement or court order shall in nowise effect any other covenants or provisions which shall remain in full force and effect.

25. These restrictions as same may be amended from time to time in the manner herein provided and shall continue until March 18, 2020, and for successive ten year periods thereafter unless canceled or terminated by the then owners of at least 51% of the land area contained in the original property described on the attached Exhibit B.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

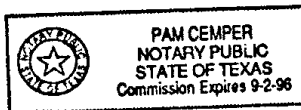
EXECUTED this 26th day of May, 1993.


William Scott Dolan, Owner/Grantor


Terry Karen Dolan, Owner/Grantor

STATE OF TEXAS }
 }
COUNTY OF WILLIAMSON } SINGLE ACKNOWLEDGEMENT

This instrument was acknowledged before me on May 26, 1993, by William Scott Dolan, and Terry Karen Dolan.




NOTARY PUBLIC, State of Texas
Print Name:
My Commission Expires:

RESTRICTIONS

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EXHIBIT B

PROPERTY:

BEING 7.52 acres of land out of the WILLIAM MULLEN SURVEY, ABSTRACT NO. 446, Williamson County, Texas, and being all of that certain tract of land described in a deed to John Richard Schwalje recorded in Volume 1927 at Page 260, Official Records, Williamson County, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an iron rod found at the southwest corner hereof in the east line of County Road 129, from which the southwest corner of the William Mullen Survey, A-446, bears S 16 degrees W a distance of 1520 feet; THENCE N 11 degrees 50' 44" E a distance of 363.20 feet to a concrete right-of-way monument in the south line of Farm-Market Road No. 1660; THENCE along and with the south line of FM-1660, the following described four courses and distances: (1) N 60 degrees 16' 31" E a distance of 125.28 feet to a concrete right-of-way monument; (2) S 68 degrees 44' 00" E a distance of 9.02 feet to a concrete right-of-way monument; (3) An arc distance of 260.14 feet with a curve to the left, said curve having a central angle of 2 degrees 35', a radius of 5769.58 feet, a chord distance of 260.11 feet and a chord bearing of S 70 degrees 01' 30" E, to a concrete right-of-way monument, and; (4) S 71 degrees 19' 00" E a distance of 445.60 feet to an iron rod found at the northeast corner hereof; THENCE S 10 degrees 09' 35" W a distance of 395.03 feet to an iron rod found at the southeast corner hereof; THENCE with the south line hereof, N 71 degrees 19' 22" W a distance of 380.13 feet and N 78 degrees 51' 36" W a distance of 436.78 feet to the Place of Beginning, containing 7.52 acres of land.

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on
JUN 07 1993



Alvin P. Gage
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Alvin P. Gage
JUN 07 1993 7 PM 3:30