

River Hill Estate #4, Lot 9  
(No longer in effect)

✓

810464

AFFIDAVIT AND NOTICE

VOL 243 PAGE 841

THE STATE OF TEXAS X

COUNTY OF KERR X

KNOW ALL MEN BY THESE PRESENTS:


On this the 28<sup>th</sup> day of January, 1981, personally appeared before me DAVID L. JACKSON, who by me being first duly sworn upon oath deposes and says as follows:

I prepared, and acted as an attorney with respect to, that certain Right of First Refusal Agreement and that certain Declaration of Restriction attached hereto and made a part hereof for all purposes, which copy of said instruments is a true, accurate and correct copy of said instruments.

I do hereby acknowledge that the said Right of First Refusal Agreement and Declaration of Restriction attached hereto have been duly executed and that the same has been executed for the purposes and consideration therein expressed.

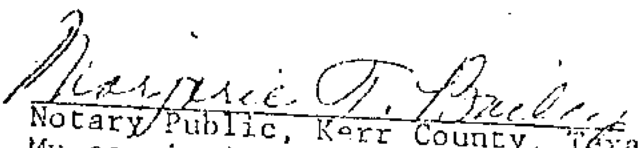
I do hereby declare that this Affidavit and Notice is being executed and acknowledged for the purpose of giving notice of said instruments and each and all of their terms, provisions and covenants.

Further affiant saith not.

  
David L. Jackson

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28<sup>th</sup> day of January, 1981.



  
Notary Public, Kerr County, Texas  
My commission expires: 5-4-84  
Marjorie L. Bailey  
(Notary print or type name)

FILED FOR RECORD

at 4:15 o'clock P. M

JAN 28 1981

EMME M. MUENKER  
Clark County Court, Kerr County, Texas  
By Patricia Dyer Deputy

THIS AGREEMENT, made and entered into this 16th day of January 1981, by and between Glyn M. Stewart and Patsy D. Stewart ("Sellers"), and John G. Yeager ("Purchaser"):

A. Concurrently herewith Sellers are conveying to Purchaser Lot 9, Riverhill Estates No. One, a subdivision in Kerr County, Texas, according to the plat thereof recorded in Volume 4, Page 22 of the Plat Records of Kerr County, Texas (the "Property").

B. In consideration of the conveyance of the Property, Purchaser desires to grant to Seller certain rights and options with respect to the Property.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the premises, the conveyance of the Property by Sellers to Purchaser, the mutual covenants herein contained, and the mutual benefits to be derived herefrom, together with \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Right. Upon and subject to the terms, conditions and provisions hereinafter set forth, Purchaser hereby sells and grants to Sellers the exclusive option, right and privilege (the "Right") of purchasing from Purchaser the Property, together with all and singular the rights and appurtenances pertaining thereto, all improvements thereon and all and singular the rights and appurtenances pertaining thereto, including any right, title and interest of Purchaser in and to adjacent streets, roads, alleys or rights-of-way.

2. Procedure. In the event that Purchaser shall desire to sell all or any portion of the Property to any third party during the term of this Agreement and he shall have received a bona fide written offer therefor which is acceptable to him, he shall, not less than ~~sixty (60)~~ <sup>fifteen (15)</sup> days prior to the date of the proposed sale, give notice (the "Notice of Sale") to Sellers. The Notice of Sale shall state that a bona fide offer has been received by Sellers from such third party and shall contain the following information:

- (i) The portion of the Property offered for sale;
- (ii) The price, terms and conditions of sale; and
- (iii) The name and address of the third party to whom such interest is proposed to be sold.

The Notice of Sale shall further contain an affirmative offer by Purchaser to sell his interest in the Property, or the portion thereof offered for sale, to Sellers for the same consideration and upon the same terms and conditions set forth in the Notice of Sale.

*fifteen (15)*  
 3. Exercise. Sellers shall have the option, for a period of ~~thirty (30)~~ *fifteen (15)* days from the date of such Notice of Sale, within which to exercise their option to purchase the Property. In the event Sellers elect to acquire the Property, they shall notify Purchaser of such election in writing (the "Notice to Purchase") prior to the expiration of the sixty-day period. The closing shall take place pursuant to the provisions hereinafter set forth.

4. Sale. In the event that Sellers do not exercise their option to purchase the Property, Purchaser shall have the right to sell the Property strictly in accordance with the terms of the Notice of Sale. If no such sale is made within ~~ninety (90)~~ *thirty (30)* days following expiration of the sixty-day period referred to above and the term of this Agreement is still in effect, a new Notice of Sale shall be required in the manner provided hereinbefore.

5. Term. The Right shall be in full force and effect during the period commencing on the date hereof and terminating at 12:00 midnight on the first to occur of the following:

1. 3 years from the date hereof.

2. Sellers cease to occupy their residence situated on Lot 7, Block L, Riverhill Estates, No. One, Kerr County, Texas.

3. Sellers sell and transfer to any third party (excluding any transfer between Sellers), Lot 8, Block L, Riverhill Estates No. One, Kerr County, Texas).

Purchaser represents and warrants that the Property does not, and will not, constitute any part of Purchaser's homestead nor is the Property claimed, or will it be claimed, as Purchaser's homestead.

6. Closing Date. The closing (the "Closing") of the purchase of the Property pursuant to this Agreement shall be held on the forty-fifth (45th) day (the "Closing Date") following the date the Right is exercised or such earlier date as the parties shall mutually agree upon in writing.

7. The Closing. In the event the Right is exercised, on the Closing Date, at the offices of Fidelity Abstract and Title Company, Purchaser agrees to execute, acknowledge and deliver to Sellers a good and sufficient general warranty deed (the "Deed") duly executed by Purchaser, granting and conveying unto Sellers good and marketable title in fee simple absolute to the Property, and containing covenants of general warranty and subject to no liens, charges, encumbrances, exceptions or reservations of any kind or character other than (a) the lien of current taxes and assessments not in default, and (b) the easements and restrictions set forth in the Deed from Sellers conveying the Property to Purchaser (collectively the "Permitted Exceptions"). At the time of the delivery of the Deed and the furnishing of the title policy referred to in paragraph 8 hereof, Sellers shall pay the Purchase Price in accordance with the terms of the Notice to Purchase.

8. Title Insurance Policy. In the event the Right is exercised, at the Closing on the Closing Date, Purchaser agrees to cause to be furnished and delivered to Sellers, at the sole cost and expense of Purchaser, an owner's title insurance policy issued by the Title Company, insuring good and indefeasible fee simple title to the Property in Sellers in the face amount equal to the aggregate Purchase Price of the Property, and containing no exceptions other than (i) the Permitted Exceptions, and (ii) other exceptions, if any, contained in the Deed which Sellers may, in their sole discretion, consent to in writing.

9. Closing Costs. Taxes and rents, if any, shall be prorated to the Closing Date. Closing costs shall be borne equally by Sellers and Purchaser except as otherwise expressly provided for herein.

10. Breach by Sellers. In the event Sellers should fail to consummate the sale of the Property for any reason in the event the Right is exercised, except Purchaser's default, Purchaser may enforce specific performance of this Agreement or may bring suit for damages against Sellers.

11. Breach by Purchaser. In the event the Right is exercised, and in the event Purchaser should fail to consummate the purchase of the Property for any reason, except Sellers' default, Sellers may enforce specific performance of this Agreement or may bring suit for damages against Purchaser.

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof and there are no oral or parol agreements existing between Sellers and Purchaser relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

14. Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mails, and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses set forth on the signature page. Any party hereto may, at any time by giving three (3) days' written notice to the other party hereto, designate any other address in substitution of the previous address to which such notice shall be given.

15. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

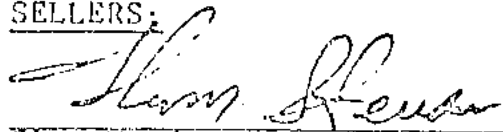
16. Right to Possession. At the Closing and as a condition thereto, Sellers shall have full and unrestricted right to possession of the Property, and Purchaser will do such acts, execute such instruments and take such action as may be appropriate or required to assure to Sellers uninterrupted and full possession of the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

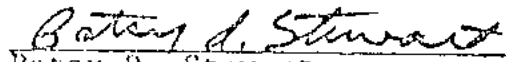
Address for Notices:

404 Highland Drive  
Kerrville, Texas 78028

SELLERS:

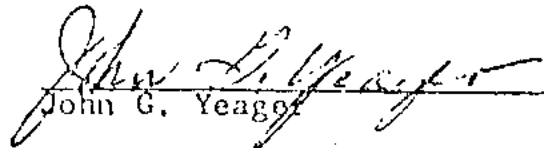


Glyn M. Stewart



Patsy D. Stewart

PURCHASER:



John G. Yeager

1200 Milam St  
Houston, Texas 77002

THIS DECLARATION (this "Declaration") made by Glyn M. Stewart and Patsy D. Stewart ("Sellers") and John G. Yeager ("Purchaser");

## W I T N E S S E T H:

A. Concurrently herewith Sellers are conveying to Purchaser Lot 9, Block L, Riverhill Estates No. One, a subdivision in Kerr County, Texas according to the Plat thereof recorded in Volume 4, Page 22 of the Plat Records of Kerr County, Texas (the "Property").

B. The Property is subject to certain covenants, conditions and restrictions recorded in the Deed Records of Kerr County, Texas, and Sellers and Purchaser desire to impose certain other and additional restrictions upon the Property, each and all of which is and are for the benefit of that adjacent property being retained by Sellers; the same being Lot 7 and Lot 8, Block L, Riverhill Estates, No. One, Kerr County, Texas ("Adjacent Property").

NOW, THEREFORE, in addition to, and not in lieu of or in limitation of, existing restrictions, Sellers and Purchaser declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions hereinafter set forth.

1. Improvements. No buildings or improvements shall be erected or constructed on the Property.

2. Duration. The restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Sellers, their legal representatives, heirs, successors and assigns, until the first to occur of the following:

1. 3 years from the date hereof.

2. Sellers shall cease to occupy the residence located on Lot 7, Block L, Riverhill Estates No. One, Kerr County, Texas.

3. Sellers shall sell and convey to a third party the Adjacent Property (excluding any transfer between Sellers).

3. Amendments. The restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of Sellers and Purchaser.

4. Enforcement. Enforcement of these restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

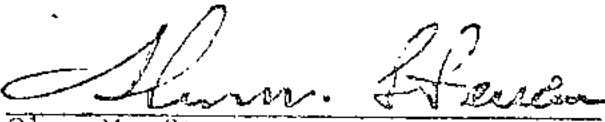
408 Hillman Dr.  
Crestmont  
Crestmont  
Brown

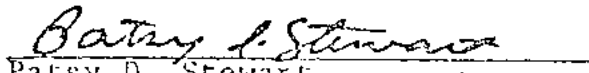
5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

6. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

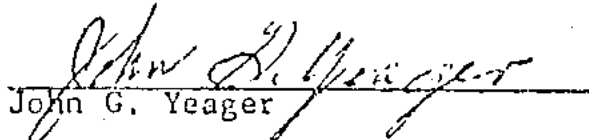
IN WITNESS WHEREOF, this instrument has been executed on this 16th day of January, 1981.

SELLERS:

  
Glyn M. Stewart

  
Patsy D. Stewart

PURCHASER:

  
John G. Yeager

P.C.

# 810464

AFFIDAVIT & NOTICE

DAVID L. JACKSON

*To*  
*The Public*  
*regarding*  
*Glynn M. Stewart*  
*vs*  
*John B. Yeager*

FILED FOR RECORD

at *4:15* o'clock *P.*M.

JAN 28 1981

EMME M. MUENKER  
Clerk County Court, Kerr County, Texas  
By *Betty J. Sewer* Deputy

Return to:  
WALLACE, JACKSON & ADLES  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
629 JEFFERSON STREET  
KERRVILLE, TEXAS 78028  
(Stewart/Yeager)

Filed for record January 28, 1981 at 4:15 o'clock P.M.  
Recorded February 5, 1981  
EMME M. MUENKER, Clerk By Betty J. Sewer Deputy