

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Krista Bartsch

KRISTA BARTSCH, County Clerk

Bastrop Texas

January 19, 2024 01:52:41 PM

FEE: \$61.00

DEED

202400833

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.

GENERAL WARRANTY DEED

Date: January 18th, 2024

Grantors: Laura Ann Vanoni
1213 Park Rd. 1C
Smithville, Texas 78957

Laura Ann Vanoni, Trustee of Trust established under the Last Will and Testament of Rainer A. Vanoni, Deceased, for the benefit of Karen Marie Vanoni Filos
969 Catchpole Drive
Pagosa Springs, CO, 81147

Mark Allen Vanoni
1688 CR 68
Bixby, MO 65439

Grantee: Bar V Ranch, LLC
1213 Park Rd. 1C
Smithville, Texas 78957

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

TRACT 1: A Tract of land in Bastrop County, Texas described as 142.3600 Acres in A-270 ORTIZ, JOSE, and further described in a Deed recorded in Volume 445, Page 164, in the Official Records of Bastrop County, Texas as per the Metes and Bounds attached hereto as Exhibit "A".

TRACT 2: A Tract of land in Bastrop County, Texas described as 27.0993 Acres in A-21 COTTLE, SARAH, and further described in a Deed recorded in Volume 445, Page 164, in the Official Records of Bastrop County, Texas as per the Metes and Bounds attached hereto as Exhibit "B".

Restrictions Relating to Property Conveyed: See Exhibit "C" attached.


Reservations Conveyance and Warranty: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2024, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payments of which Grantee assumes.

Grantor, for the Consideration and subject to the Restrictions related to the property conveyed, Reservations from Conveyance and the 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 way belonging, to have and to hold to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Restrictions related to the property conveyed, Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural. This instrument was prepared based on information furnished by the parties, and no independent title search has been made.



Laura Ann Vanoni

SHANNON MARIE GRAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224021085
MY COMMISSION EXPIRES MAY 26, 2026

STATE OF Colorado)
COUNTY OF Archuleta)

This instrument was acknowledged before me on this 18th day of January 2024, by Laura Vanoni.



Notary Public



Laura Ann Vanoni, Trustee of Trust established under the Last Will and Testament of Rainer A. Vanoni, Deceased, for the benefit of Karen Marie Vanoni Filos

SHANNON MARIE GRAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224021085
MY COMMISSION EXPIRES MAY 26, 2026

STATE OF Colorado)
COUNTY OF Archuleta)

This instrument was acknowledged before me on this 18th day of January 2024 Laura Ann Vanoni, Trustee of Trust established under the Last Will and Testament of Rainer A. Vanoni, Deceased, for the benefit of Karen Marie Vanoni Filos.

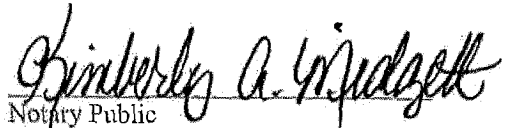


Notary Public

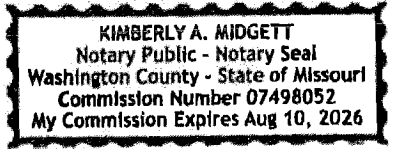

Mark Vanoni

STATE OF Missouri)
COUNTY OF Iron)

This instrument was acknowledged before me on this 19th day of January 2024, by Mark Vanoni.


Notary Public

PREPARED BY:
TUCK LAW GROUP, PLLC
906 Main Street
Bastrop, Texas 78945



AFTER RECORDING RETURN TO:
Bar V Ranch, LLC
1213 Park Rd. 1C
Smithville, Texas 78957

LEVEL 445 PAGE 166

CLAUDE F. BUSH, Jr.

REGISTERED PUBLIC SURVEYOR

2019 No. 12482

AUSTIN, TEXAS 78704

PHONE 683-0800

July 20, 1971

EXHIBIT "A"

FIELD NOTES TO 142.36 ACRES OF LAND OUT OF THE JOSE ORTIZ SURVEY, BASTROP COUNTY, TEXAS, A PART OF THAT CERTAIN 215 ACRE TRACT CONVEYED TO CHARLES G. HOOKS BY SMITHVILLE LUMBER CO. BY DEED RECORDED IN VOLUME 84, PAGE 562 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS:

BEGINNING at an iron stake set in the South line of that certain 500 ft. strip of land conveyed to the City of Smithville, Texas by Chas. G. Hooks by deed recorded in Volume 86, Page 579 of the Deed Records of Bastrop County, Texas, said point being in the West line of the Jose Ortiz Survey and the East line of the Sarah Gottle Survey, being also the West line of that certain 215 acre tract conveyed to Charles G. Hooks by Smithville Lumber Co. by deed dated September 25, 1928 and recorded in Volume 84, Page 562 of the Deed Records of Bastrop County, Texas, for the Northwest corner of the tract hereinafter described, from which the Northwest corner of the Jose Ortiz Survey bears N 1 deg. 08'E. 1291.86 ft.;

THENCE with the south line of the said 500 ft. strip, now Deuscher State Park, with the courses and distances as follows: S 88 deg. 40'E. 1055.10 ft., N 88 deg. 18'W. 1775.48 ft., S 81 deg. 03'E. 886.68 ft., S 51 deg. 38'E. 347.03 ft. to an iron pipe found in fence in the East line of the said Hooks 215 acre tract, being also the Southeast corner of the said 500 ft. strip of land conveyed to City of Smithville for the Northeast corner of this tract, being also the Northwest corner of that certain tract conveyed to J. H. Ricke by Grady Tuck, Sr. by deed recorded in Volume 149, Page 223 of the Deed Records of Bastrop County, Texas;

THENCE with the fence along the East line of the said Hooks 215 acres and the West line of the said Ricke tract, S 0 deg. 58'W. 1505.60 ft. to an iron stake set at the Southeast corner of the said Hooks 215 acres, being also the Northeast corner of that certain 80 acres, more or less, conveyed to A. F. Adams and Buelah Grace Adams by Ludie R., Adams, et al by deed dated April 18, 1951 and recorded in Volume 134, Page 100 of the Deed Records of Bastrop County, Texas; for the southeast corner of this tract;

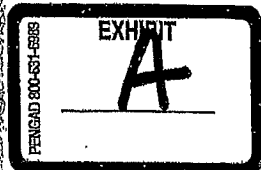
THENCE with the South line of the said Hooks 215 acres and the North line of the said A. F. Adams tract, N 88 deg. 37'W. 3987.2 ft. to an iron stake set in the West line of the John Ortiz Survey and the East line of Sarah Gottle Survey at the Southwest corner of the said Hooks 215 acres and the Northwest corner of the said Adams tract, for the Southwest corner of this tract;

THENCE with the line between the said Ortiz Survey and the Sarah Gottle Survey, being the West line of the said Hooks 215 acres, N 1 deg. 08'E. 1533.37 ft. to the place of beginning, containing 142.36 acres of land.
SURVEYED: April, 1971

By *Claude F. Bush, Jr.*
Claude F. Bush, Jr.

EXHIBIT "A"

C.V.



27.0993

FIELD NOTES

LVOL 445 PAGE 167

27.0993 ACRE TRACT

All that certain tract or parcel of land in Bastrop County, Texas out of the Sarah Cottle League A-21 and particularly combining the residuum of that 57.97 acre tract identified as Tract one in a Deed conveying the tract to R. A. Vanoni as recorded September 2, 1971 in Volume 203 page 188, Deed Records Bastrop County, Texas and that 1.3060 acre tract conveyed to Rainer A. Vanoni by Robert E. Perman, Trustee in a General Warranty Deed as recorded June 5, 1975 in Volume 232 Page 782, in Deed Records, Bastrop County, Texas. Tract surveyed described by metes and bounds as follows:

Beginning at a 1/2" iron pipe found set marking the Northeast corner of the R. A. Vanoni 57.97 acre tract and Northeast corner of tract described herein in the South line of the Buescher State Park 500 foot strip of land.

THENCE S 01 deg. 05 min. W with the East line of said R. A. Vanoni 57.97 acre tract, being also the East line of the Sarah Cottle League and West line of the Jose Ortiz Survey for a distance of 2137.29 feet to a 1/2" iron pin set for Southeast corner of tract described herein in the North margin of a public road.

THENCE following the Northerly and Easterly right-of-way line of said public road along an irregular curve with its chords as follows: N 44 deg. 17 min. W 75.32 feet; N 50 deg. 33 min. W 183.05 feet; N 50 deg. 24 min. W 73.02 feet; N 38 deg. 56 min. W 145.54 feet; N 29 deg. 07 min. W 127.87 feet; N 20 deg. 05 min. W 110.88 feet; N 16 deg. 18 min. W 124.22 feet; N 10 deg. 15 min. W 100.00 feet; N 6 deg. 12 min. W 198.82 feet; N 05 deg. 48 min. W 135.31 feet; N 22 deg. 05 min. W 114.63 feet; N 37 deg. 52 min. W 101.17 feet to a fence corner marking the South corner of the R. Vanoni 1.3060 acre tract in the West line of the R. Vanoni 57.97 acre tract and continue with said public road along west line of said 1.3060 acre tract; N 43 deg. 24 min. W 54.34 feet; N 33 deg. 20 min. W 46.60 feet; N 19 deg. 22 min. W 69.22 feet; N 12 deg. 25 min. W 121.56 feet; N 05 deg. 20 min. E 63.72 feet; N 11 deg. 17 min. E 188.03 feet; N 15 deg. 21 min. E 60.31 feet; and N 28 deg. 07 min. E 106.09 feet to a fence corner marking the North corner of the 1.3060 acre R. A. Vanoni tract included in this survey and being on the West line of the R. A. Vanoni 57.97 acre tract in the southeast margin of said public road;

THENCE N 00 deg. 03 min. E with the West line of said R. A. Vanoni 57.97 acre tract crossing said road at 79.95 feet to a 1/2" iron pipe set on the Northwest margin of said public road and continue for a total distance of 407.67 to a 1/2" iron pipe found set marking the Northwest corner of the R. A. Vanoni 57.97 acre tract in the Southwesterly line of the Buescher State Park 500 foot strip of land;

THENCE S 39 deg. 24 min. E with the Northeasterly line of said R. Vanoni 57.97 acre tract and Southwesterly line of Buescher State Park land at 218.66 feet the Northwesterly margin of said public road, at 263.37 feet the Southeasterly margin of said road and continue for a total distance of 311.41 feet to an iron pin found set marking a corner in the Northerly line of said Vanoni 57.97 acre tract;

THENCE S 88 deg. 42 min. E with the Northerly line of said R. Vanoni 57.97 acre tract and Southerly line of Buescher State Park land 480.38 feet to the Point of Beginning a tract containing 27.3415 acres of land within these metes and bounds with 0.2422 acres contained in public road (described below) leaving a net of 27.0993 acres of land;

FIELD NOTES TO PUBLIC ROAD

Beginning at a 1/2" iron pipe in the Northwesterly margin of said road and West line of 27.3415 acre tract described above which bears S 00 deg. 03 min. W 327.72 feet from the Northwest corner of 27.3415 acre tract described above. (Being Northwest corner of R. Vanoni 57.97 acre tract);

P.V.

EXHIBIT "B"



THENCE S 00 deg. 03 min. W across said road with the West line of said 27.3415 acre tract 79.98 feet to a fence corner in the Southeast margin of said public road;

THENCE with the following meanders along the Southeast margin of said road: N 33 deg. 42 min. E 98.98 feet and N 42 deg. 48 min. E 185.88 feet to a fence corner in the Northeast line of the 27.3415 acre tract;

THENCE N 39 deg. 24 min. W across said road with the Northeast line of said 27.3415 acre tract 44.71 feet to a 1/2" iron pin in the Northwest margin of said public road;

THENCE with the following meanders along the Northwesterly margin of said road: S 42 deg. 45 min. W 175.47 feet and S 33 deg. 42 min. W 35.93 feet to the Point of Beginning an area containing 0.2422 acres of land in said public road.

Seal



Surveyed by *Ervin F. Adamcik*
Ervin F. Adamcik
Reg. Sur. No. 591
October 25, 1988

DEC 1 5 1988
FILED
U. S. P. M.
Jayne Schaefer
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that the instrument
was FILED on the date and hour hereon
recorded by me and was duly RECORDED, by
the Value and Place of the original
RECORDS of the State County Clerk, as
Stamped hereon by me on

DEC 2 5 1988
Jayne Schaefer
COUNTY CLERK
BASTROP COUNTY, TEXAS

Any person having a copy of this
instrument should file a copy of
this instrument with the
County Clerk

B.V.

GENERAL RESTRICTIONS

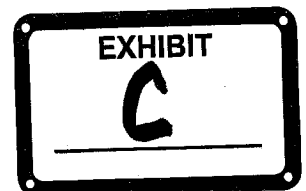
Nuisance and Hazardous Activities. No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No activities shall be conducted on the Property nor shall any improvements be constructed or allowed to remain on the Property which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), and (b) no toxic substances shall be dumped or discharged onto or into any part of the Property. No portion of the Property shall be used in a manner that creates a nuisance to other Owners. Nuisance shall include but not be limited to loud music, any lighting that protrudes outward and/or upward, and loud unmuffled vehicles. Any allowed use of the property either express or implied shall not be considered a nuisance.

Sanitary Sewers. No outside, open or pit type toilets will be permitted on the Property. No cesspools will be permitted on the Property. All dwellings constructed in this Subdivision must have a fully functional septic or sewage disposal system installed which complies with the requirements of all governing agencies with jurisdiction over such matters prior to occupancy. The foregoing restriction shall not be construed to prohibit portable outdoor toilets for construction workers from being placed on any Lot during actual construction of a residence on such Lot.

USE AND CONSTRUCTION RESTRICTIONS

Mobile Homes and Recreational Vehicles:

1. Single-wide mobile homes are strictly prohibited.
2. Double-wide mobile homes are approved provided:
 - a. At time of placement on the property mobile home does not exceed ten (10) years in age and is in new or like-new condition; and
 - b. Mobile homes shall be underpinned and skirted with fiber cement board or masonry within 60 days from date placed on the property and must have a professional quality appearance; and
 - c. The home is used as the primary or secondary residence; and
3. No more than two (2) mobile homes are allowed per lot.
4. A "tiny house" shall, subject to the same requirements set forth in #3 above, be allowed and shall be considered a mobile home.
5. Recreational Vehicles are approved provided:
 - a. They must be kept neat in appearance;
 - b. They must be placed on a;
 - (1). Pad site constructed of decomposed granite, State approved road base, concrete or other substantially similar material;
 - c. The pad site must include a hookup for potable water, on site sewer facility and an electric connection for at least 30 amp service; and
 - d. No more than one RV per lot is allowed.



Maintenance. At the sole expense of the Owner, all improvements upon any Lot shall at all times be kept in good condition, adequately painted and otherwise maintained in good repair.

Litter, Rubbish and Debris. No litter, rubbish, debris, or trash (other than that to be picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers; and except at times of pickup, such containers shall be kept to the rear of each residence or out of sight as viewed from the nearest County Road. Any compost pile must be properly maintained and located no closer than 25 feet from any adjoining Lot. Trash is to be collected at least twice each calendar month and under no circumstance shall trash be disposed of through burning on any Lot.

Storage Tanks, Antennae. Any dishes or antennae for electromagnetic reception/transmission must be less than 24" in diameter and located to the rear of the residence on such Lot and at least 50 feet from all Lot lines. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television, electromagnetic or radio signal on any other Lot. Storage tanks (i.e., for water, propane, butane, etc.) are allowed and may be placed in any reasonable location upon the lot.

Noise. No unreasonably loud exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Property.

Livestock, Pets & Grazing. The raising or keeping of hogs is strictly prohibited. No animals shall be kept, bred, or maintained for any commercial purposes. The raising of livestock for personal use and enjoyment including, but not limited to, chickens, cattle, goats, and sheep, shall be allowed.

Construction Activities. These Restrictions shall not be construed so as to prevent or interfere unreasonably with normal construction activities during the construction of improvements by an Owner upon any Lot. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of these Restrictions by reason of normal noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In no event shall any structure be allowed to remain uncompleted for more than one year after construction has commenced. In addition, during construction of any structure, all adjoining roadways and thoroughfares shall be kept free from debris. In the event that construction upon any Lot does not conform to the requirements set forth above, or otherwise does not conform to usual good construction practices in the area, in addition to any other remedies available to them, the other Owner's bound by these covenants, conditions and restrictions shall have the authority to seek and obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which becomes unsafe, unsanitary, unsightly, or offensive or detrimental to the use, enjoyment, or property values of any other Lot, then the Owner's

bound by these covenants, conditions and restrictions may arrange for such debris to be removed and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within thirty days after demand therefor has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due thereunder, as well as all reasonable attorneys' fees expended in connection with the issues set forth hereinabove.

Junked Motor Vehicles; Junk. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept or be allowed to remain on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer or the like, shall be kept on any Lot other than in a garage or similar enclosed structure.

Water Run-off. Excepting on-site water collection systems which retain rainwater, nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water run-off to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any street, ditch or adjacent property.

Buses, Trailers and Boats. No trailer or boat shall be left parked in any public roads abutting any Lot except for construction and repair equipment used in connection with the construction or repair of a residence. Any and all Buses, Trailers, Boats and any other large or heavy equipment must be stored on the owner's Lot, outside of any easement.

Setback and Slope Requirements, Utility Easements. An easement is expressly reserved in, on, over and through those areas depicted on the Subdivision Plat (the "PROPERTY").

- a) A fifteen foot (15') drainage and utility easement is created and reserved along the rear perimeter of each Lot for the purpose of drainage, constructing and installing conduits, telephones, electric light poles, water lines and other equipment necessary to supply any public or private utility service.
- b) A thirty foot (30') drainage and utility easement is created and reserved along each side of the Lot, but not including the rear, and frontage of each Lot for the purpose of drainage, constructing and installing conduits, telephones, electric light poles, water lines and other equipment necessary to supply any public or private utility service.

MISCELLANEOUS

Construction. These Restrictions shall be liberally construed to promote their express and implied purposes. The provisions embodied in these Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other Restrictions or portion(s) thereof. Unless the context requires a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in construing these Restrictions. All captions and titles used in these Restrictions are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the sections hereof.

No Warranty of Enforceability. While there is no reason to believe that any of the terms and provisions of these Restrictions are in any respect invalid or unenforceable, no warranty or representation as to the present or future validity or enforceability of any such terms or provisions is made or implied and any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Seller, and all Seller's respective successors and assigns, harmless therefrom.

Compliance with Restrictions. Each Owner shall comply strictly with the provisions of these Restrictions. Failure to comply with any part of these Restrictions shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

Enforcement and Nonwaiver. Any Owner (at his/her own expense), shall have the right to enforce any or all of the provisions of these Restrictions. In order to enforce these Restrictions, Owner shall deliver written notice to the alleged violator who shall have 30 days in which to remedy the violation (unless such time frame will cause serious harm to the complaining party and/or other Owners, in which case the notice period will be reduced to the maximum time which will not cause serious harm to others); and if the alleged violator fails to do so, then the complaining party shall have the right to enforce these Restrictions. The failure of any party to enforce any of these Restrictions at any time shall not constitute a waiver of the right thereafter to enforce these Restrictions or to recover his/her attorney's fees and costs of suit from the other party.